CITY COUNCIL OF MONTEREY PARK
THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY, THE HOUSING AUTHORITY, THE MONTEREY PARK FINANCING AUTHORITY AND THE MONTEREY PARK GEOLOGIC HAZARD ABATEMENT DISTRICT
AGENDA

REGULAR CITY COUNCIL MEETING
MONTEREY PARK CITY HALL COUNCIL CHAMBERS
320 W. NEWMARK AVENUE, MONTEREY PARK, CA 91754

Wednesday
May 18, 2022
6:30 p.m.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community.

GENERAL INFORMATION

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at http://www.montereypark.ca.gov/AgendaCenter/City-Council-17.

The public may watch the meeting live on the city's cable channel MPKTV (AT&T U-verse, channel 99 or Charter Communications, channel 182) or by visiting the city's website at http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos.

PUBLIC PARTICIPATION

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers. Written Communication will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov.

Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

CALL TO ORDER	**Mayor**
FLAG SALUTE	**The Monterey Park Police Explorers**
ROLL CALL	**Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS:

While all comments are welcome, the Brown Act does not allow the City Council to take action on any item not on the agenda. The Council may briefly respond to comments after Public Communications is closed. Persons may, in addition to any other matter within the City Council's subject-matter jurisdiction, comment on Agenda Items at this time. If you provide public comment on a specific Agenda item at this time, however, you cannot later provide comments at the time the Agenda Item is considered.

STAFF COMMUNICATIONS:

- Human Resources & Risk Management Department – Introduction of Principal Human Resources Analyst, Alicia Ramirez
- Recreation

[1.] PRESENTATION

1-A. NEIGHBORHOOD ENGAGEMENT TEAM

[2.] OLD BUSINESS – NONE.

[3.] CONSENT CALENDAR ITEM NOS. 3A-3K

3-A. MONTHLY INVESTMENT REPORT – APRIL 2022

It is recommended that the City Council:

(1) Receiving and filing the monthly investment report; and

(2) Taking such additional, related, action that may be desirable.

3-B. MINUTES

It is recommended that the City Council:

(1) Approving the minutes from the regular meetings of April 6, 2022 and April 20, 2022 and the special meeting of April 20, 2022; and

(2) Taking such additional, related, action that may be desirable.

3-C. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE § 2.82.60 REGULATING THE APPOINTMENT PROCEDURES FOR BOARDS, COMMISSIONS AND COMMITTEES

It is recommended that the City Council consider:

(1) Waiving the second reading and adopting the proposed ordinance; and/or

(2) Taking such additional, related, action that may be desirable.

3-D. WAIVE FURTHER READING AND ADOPT AN UNCODIFIED ORDINANCE APPROVING A MONTEREY PARK POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY IN ACCORDANCE WITH CALIFORNIA ASSEMBLY BILL 481

It is recommended that the City Council consider:

(1) Waiving second reading and adopting the proposed ordinance; and

(2) Taking such additional, related, action that may be desirable.

3-E. AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH ENDEAVOR ADVANCED SOLUTIONS FOR THE FACILITIES SECURITY AND SURVEILLANCE PROJECT, PHASE II

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an agreement with Endeavor Advanced Solutions of Long Beach, in a form approved by the City Attorney, to install two hundred and forty-eight (248) Verkada cameras, associated networks, and electrical services at the various designated sites for $770,000.00;

(2) Authorizing staff to utilize the remaining $56,350.14 of the appropriated budget, as a contingency for expenses related to the Facilities Security and Surveillance Project ; and

(3) Taking such additional, related, action that may be desirable.

3-F. ADOPT A RESOLUTION CONFIRMING AND EXTENDING A LOCAL EMERGENCY FOR THE GOODVIEWS ABATEMENT PROJECT (“GAP”)

It is recommended that the City Council consider:

(1) Adopting a Resolution confirming and extending a local emergency for the GAP; and

(2) Taking such additional, related, action that may be desirable.

3-G. ADOPT A RESOLUTION APPROVING THE DESIGN AND PLANS AND AUTHORIZING THE MONTEBELLO UNIFIED SCHOOL DISTRICT TO CONSTRUCT IMPROVEMENTS AT THE GEORGE ELDER COMMUNITY CENTER

It is recommended that the City Council consider:

(1) Adopting a Resolution to provide an approval of the design and plans pursuant to government code §830.6, and authorizing the Montebello Unified School District to construct improvements at the George Elder Community Center; and

(2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities).

3-H. TREE MEMORIAL PROGRAM RECOMMENDATION FOR 2022

It is recommended that the City Council consider:

(1) Approving to honor Sharon Woo with a memorial tree; and

(2) Taking such additional, related, action that may be desirable.

3-I. PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER & ASSOCIATES FOR STORM WATER PROGRAM MANAGEMENT AND USED OIL RECYCLING GRANT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an agreement with John L. Hunter & Associates, in a form approved by the City Attorney, for professional services for the implementation of the City's Storm Water Program and Used Oil Recycling Grant; and

(2) Taking such additional, related, action that may be desirable.

3-J. THIRD AMENDMENT TO AGREEMENT NO. 1636-A WITH FIRST TRANSIT, INC FOR FIXED-ROUTE TRANSIT SERVICE

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute the Third Amendment to Agreement No. 1636-A with First Transit, Inc, in a form approved by the City Attorney, for fixed-route transit service in an amount not to exceed $1,075,000; and

(2) Taking such additional, related, action that may be desirable.

3-K. ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 4 GRANT

It is recommended that the City Council consider:

(1) Accepting grant funding in the amount of $1,367,000 from the California Department of Transportation Active Transportation Program (ATP) Cycle 4 for the Monterey Park School and Crosswalk Safety Enhancement Project;

(2) Authorizing the City's Management Services Department to allocate $155,000 in grant funding to the FY21-22 budget; and

(3) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING

4-A. PUBLIC HEARING AND APPROVAL OF THE SUBSTANTIAL AMENDMENT TO THE 2021-2022 HUD ANNUAL ACTION PLAN TO RECEIVE AND ADMINISTER THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)-AMERICAN RESCUE PLAN PROGRAM

It is recommended that the Board of Directors consider:

(1) Opening the public hearing to receive testimonial and documentary evidence;

(2) Closing the public hearing and approving the Substantial Amendment to the 2021-2022 One-year Action Plan (Action Plan) to include the HOME-ARP Program ("HOME-ARP");

(3) Directing staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD");

(4) Authorizing the City Manager, or his designee, to take all actions necessary or desirable to implement the HOME-ARP Programs, and Subrecipient Agreements; and

(5) Taking such additional, related, action that may be desirable.

[5.] NEW BUSINESS

5-A. RESOLUTION ADOPTING A COMPLETE STREETS POLICY PURSUANT TO THE CALIFORNIA COMPLETE STREETS ACT OF 2008

It is recommended that the City Council consider:

(1) Adopting a Resolution establishing a Complete Streets Policy; and

(2) Taking such additional, related, action that may be desirable.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

[8.] CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)

ADJOURN

City Council Staff Report

DATE: May 18, 2022
AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council
FROM: Joseph Leon, City Treasurer
SUBJECT: Monthly Investment Report – April 2022

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the monthly investment report; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of April 30, 2022 invested funds for the City of Monterey Park is $84,788,372.50.

BACKGROUND:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates of maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months. The attached monthly investment report includes a summary investment report for the LA County Pooled Investment Fund, which displays the composition by type for the entire pooled investment fund.

Respectfully submitted by:

Joseph Leon
City Treasurer

Prepared by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Attachment 1
Monthly Investment Report

CITY OF MONTEREY PARK
INVESTMENT REPORT
APRIL 30, 2022

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 4/30/2022		**$ 84,788,372.50**

INVESTMENT COMPOSITION

(1)	**LA COUNTY POOLED INVESTMENT FUND** *(See Schedule A for LA County Pool Composition)*	ON DEMAND	0.670%	***$ 37,799,317.90***
(2)	**LOCAL AGENCY INVESTMENT FUND**	ON DEMAND	0.510%	***$ 40,859,054.60***

	(3) **CERTIFICATES OF DEPOSIT**	Purchase Date	Maturity Date	Interest Rate	
1	PREFERRED BANK	09/03/21	09/03/22	0.51%	100,000
2	PREFERRED BANK	09/08/21	09/08/22	0.51%	150,000
3	SALLIE MAE BANK	08/11/21	08/12/24	0.70%	245,000
4	GOLDMAN SACHS BANK	08/11/21	08/12/24	0.60%	245,000
5	TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%	245,000
6	BMW BANK NORTH AMERICA	09/17/21	09/17/24	0.65%	245,000
7	SYNCHRONY BANK	09/17/21	09/17/24	0.65%	245,000
8	UBS BANK USA	09/22/21	09/23/24	0.65%	245,000
9	STATE BANK OF INDIA	10/18/21	10/18/24	0.70%	245,000
10	LIVE OAK BANKING CO.	01/14/22	01/16/24	0.70%	245,000
11	GREENSTATE CREDIT UNION	01/14/22	01/16/24	0.70%	245,000
12	BEAL BANK USA	01/19/22	01/17/24	0.70%	245,000
13	MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%	245,000
14	PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%	245,000
15	BEAL BANK	02/02/22	01/29/25	1.15%	245,000
16	AMERICAN EXPRESS NATL BANK	03/09/22	03/11/24	1.60%	245,000
17	BARCLAYS BANK DELAWARE	03/09/22	03/11/24	1.55%	245,000
18	CAPITAL ONE BANK USA	03/16/22	03/17/25	1.80%	245,000
19	VALLIANCE BANK	03/18/22	03/18/25	1.40%	245,000
20	STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%	245,000
21	FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%	245,000
22	LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%	245,000
23	ALLY BANK	03/31/22	03/28/24	1.95%	245,000
24	COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%	245,000
25	AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%	245,000
26	BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%	245,000
	Total CDs (26)			1.237%	***$ 6,130,000.00***

OTHER INFORMATION:

BANK BALANCE: [1]	$ 4,948,691.20
AVERAGE MATURITY DAYS	64
AVERAGE INTEREST RATE FOR THE MONTH	0.636%

THE CITY'S INVESTMENT HAS SUFFICIENT LIQUIDITY TO MEET THE CITY'S EXPENDITURE REQUIREMENTS FOR THE NEXT 180 DAYS. THE 180-DAY LIQUIDITY DISCLOSURE IS REQUIRED PER GOVERNMENT CODE 53646.

INTEREST EARNINGS FOR 3RD QUARTER 2021-2022 **$ 64,222.00**

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

(1) Bank balance is maintained to cover outstanding warrants, payroll checks and on-going operating costs.

POOLED SURPLUS AND SPECIFIC PURPOSE INVESTMENTS
AS OF MARCH 31, 2022

SCHEDULE A

PORTFOLIO PROFILE	Pooled Surplus Investments	Specific Purpose Investments
Inventory Balance at 03/31/22		
At Cost	$ 43,182,858,836	$ 156,613,884
At Market	$ 41,838,209,803	$ 147,051,422
Repurchase Agreements	$ -	$ -
Reverse Repurchase Agreements	$ -	$ -
Composition by Security Type:		
Certificates of Deposit	3.47%	0.00%
United States Government and Agency Obligations	68.38%	72.30%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	28.06%	0.00%
Municipal Obligations	0.07%	1.82%
Corporate and Deposit Notes	0.02%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	25.88%
1-60 days	36.21%	0.00%
61 days-1 year	23.88%	25.88%
Over 1 year	39.91%	74.12%
Weighted Average Days to Maturity	1,006	

City Council Staff Report

DATE: May 18, 2022

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Minutes

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the minutes from the regular meetings of April 6, 2022 and April 20, 2022 and the special meeting of April 20, 2022; and

2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:

Viridiana Martinez
Senior Clerk Typist

Approved By:

Ron Bow
City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1
Draft Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
APRIL 6, 2022

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, April 6, 2020 at 6:30 p.m.

CALL TO ORDER:
Mayor Lo called the meeting to order at 6:30 p.m.

FLAG SALUTE:
The Monterey Park Fire Explorers

ROLL CALL:
City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu
Council Members Absent: Fred Sornoso

ALSO PRESENT: City Manager Ron Bow, Assistant City Manager Inez Alvarez, Fire Chief Matt Hallock, Police Chief Kelly Gordon, Director of Management Services Martha Garcia, Director of Recreation & Community Services Robert Aguirre, Public Works Manager Chris Reyes, Firefighter Scott Kelley, Deputy City Clerk Cindy Trang, Assistant Deputy City Clerk Helena Cho, Community Communications Coordinator Randy Ishino

VIRTUALLY PRESENT: City Treasurer Jospeh Leon, City Attorney Karl Berger, City Librarian Diana Garcia, Interim Director of Community & Economic Development Steve Sizemore, Interim Director of Public Works Anthony Antich

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS – None.

PUBLIC COMMUNICATIONS

- Sarkis Antonian voiced his opinion on the expansion of Garvey Avenue and the construction of a parking structure on Garvey Avenue. He also inquired about the vote by mail drop boxes located throughout the City.

- Nancy Acuri inquired about the Measure R funding being used to expand Garvey Avenue during rush hour traffic.

- Scott Kwong communicated that Council should reconsider adding bike lanes to Monterey Pass Road and the lane expansion of Garvey Avenue.

- John Wong voiced his opposition to adding bike lanes to Monterey Pass Road and expanding the lanes on Garvey Avenue.

- Jennifer Tang, on behalf of 49th District Assemblymember Mike Fong, encouraged residents to contact Assemblymember Fong's office regarding any concerns on upcoming bills or state related matters. She also announced that Assemblymember Fong is looking forward to working with City staff and the City Council.

- City Clerk Chang received, filed, and read into the record a written communication from Ming Lai regarding parking concerns on Fremont Avenue and Monterey Pass Road.

- City Clerk Chang read into the record a letter received on March 29, 2022 from Mayor Pro Tem Fred Sornoso regarding his resignation from City Council due to health concerns, effective April 14, 2022.

STAFF COMMUNICATIONS

- Firefighter Kelley invited the community to attend Fire Service Day on May 14th, 2022 at Fire Station 62.

- Director of Recreation & Community Services Aguirre reminded the community of the MPK Spring Hunt at the Barnes Park Field on April 14, 2022.

- Public Works Manager Chris Reyes informed the community of the Spring Cleaning event on April 9, 2022 at the Barnes Park Service Club House.

1. PRESENTATION – None.

Matters listed under presentation are for informational content and discussion only.

2. OLD BUSINESS

2A. AMERICAN RESCUE PLAN ACT FUNDING

On March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act (ARPA) of 2021, a $1.9 trillion federal aid package designed to help the American people and American economy recover from the prolonged impacts felt from COVID-19. The bill includes $350 billion in direct financial relief

for all state, local, tribal, and territorial governments known as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) $15,043,184 of which has been allocated to the City of Monterey Park.

The City received half of its allocation ($7,521,592) in June 2021 with the remaining amount to be received in June 2022. City Council has approved appropriations of $6,925,837 million to be expensed on allowable purchases.

The City is requesting direction for the remaining ARPA funds.

Recommendation: It is recommended that City Council (1) reviewing, discussing, and providing direction on the allocation of American Rescue Plan Act funding; and (2) taking such additional, related, action that may be desirable.

Action Taken: Mayor Lo and Council Member Chan declared a potential property-related conflict of interest as their properties are within 1000 feet of items related to Garvey Ranch Park. They did not participate in discussion on items relating to Garvey Ranch Park. The City Council received and filed the American Rescue Plan Act Funding report.

3. CONSENT CALENDAR ITEMS NOS. 3A-3F

Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

Action Taken: The City Council approved and adopted Item Nos. 3A, 3B, 3E, and 3F, on Consent Calendar, excluding Item Nos. 3C and 3D which were pulled for discussion and separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

Motion: Moved by Council Member Liang and seconded by Council Member Yiu, motion carried by the following vote:

Ayes:	Council Members:	Yiu, Chan, Liang, Lo
Noes:	Council Members:	None
Absent:	Council Members:	Sornoso
Abstain:	Council Members:	None

3A. MINUTES

Approving the minutes from the regular meeting of March 2, 2022.

Action Taken: The City Council approved the minutes from the regular meeting of March 2, 2022 on Consent Calendar.

3B. WAIVE FURTHER READING AND ADOPT AN ORDINANCE ESTABLISHING THE LAND USE RELATED TIME SUSPENSION PERIOD RELATED TO THE COVID-19 EMERGENCY

The Ordinance was introduced and received first reading at the March 16, 2022 City Council meeting. The original staff report, from March 16, 2022, is attached to the staff report for reference. Second reading and adoption of this Ordinance is recommended. If adopted, the Ordinance will take effect in 30 days.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2219 on Consent Calendar.

Ordinance No. 2219:
AN UNCODIFIED ORDINANCE ESTABLISHING THE LAND USE RELATED TIME SUSPENSION PERIOD RELATED TO THE COVID-19 EMERGENCY

3C. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING VARIOUS SECTIONS OF MONTEREY PARK MUNICIPAL CODE CHAPTER 6.15 REGULATING MANDATORY ORGANIC WASTE DISPOSAL REDUCTION

The Ordinance was introduced and received first reading at the March 16, 2022 City Council meeting. The original staff report, from March 16, 2022, is attached to the staff report for reference. Second reading and adoption of this Ordinance is recommended. If adopted, the Ordinance will take effect in 30 days.

Public Communications:

- Nancy Acuri voiced her concerns regarding using the green bin disposal for green waste and food waste.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2220.

Motion: Moved by Council Member Chan and seconded by Council Member Yiu, motion carried by the following vote:

Ayes:	Council Members:	Yiu, Chan, Liang, Lo
Noes:	Council Members:	None
Absent:	Council Members:	Sornoso
Abstain:	Council Members:	None

Ordinance No. 2220:
AN ORDINANCE AMENDING VARIOUS SECTIONS OF MONTEREY PARK MUNICIPAL CODE CHAPTER 6.15 REGULATING MANDATORY ORGANIC WASTE DISPOSAL REDUCTION

3D. 2020-2021 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

The City's auditor, CliftonLarsonAllen LLP (CLA), an independent auditor and one of the nation's leading CPA firms, completed the audit of the City's annual financial statements for the fiscal year ending June 30, 2021. The audited financial statements are incorporated into an ACFR.

This is the 6th year, CLA audited the City's financial records. The auditor issued an unmodified ("clean") opinion on the City's financial statements. An unmodified opinion indicates that the financial data of the City is fairly presented in accordance with accounting principles generally accepted in the United States of America (or "GAAP") and the standards applicable to the financial audits contained in Government Audit Standards, issued by the Comptroller General of the United States. These standards require that the auditors plan and perform the audit to obtain reasonable assurance as to whether the financial statements are free of material misstatement and accurately reflects the City's financial position. Additionally, the auditors' report does not indicate any negative findings, internal control deficiencies or instances of noncompliance with applicable laws and regulations.

Action Taken: The City Council received and filed the City's 2020-2021 Annual Comprehensive Financial Report (ACFR) on Consent Calendar.

3E. PROFESSIONAL SERVICES AMENDMENT WITH BARTEL ASSOCIATES, LLC FOR THE CALPERS RETIREMENT PLAN, EMPOWER RETIREMENT PLAN, AND OTHER POSTEMPLOYMENT BENEFITS ACTUARIAL VALUATION PROPOSALS AND DATA REQUESTS

On September 2, 2020, City Council authorized a professional services agreement with Bartel Associates, LLC for the purpose of CalPERS Retirement Plan pension override tax study, actuarial valuation proposals and data request. Continued work with Bartel Associates LLC is desirable to assist with on other actuarial valuation proposals and data requests including the CalPERS Retirement Plan, Empower Retirement Plan, and OPEB. Accordingly, it is requested that the City Council authorize the City Manager to execute an Amendment for a total amount of $135,800.

Public Communications:

- Mary Beth Redding, Bartel Associate, was available virtually to answer any questions.

Action Taken: The City Council authorized the City Manager to execute an Amendment with Bartel Associates, LLC in a form approved by the City Attorney, to provide CalPERS Retirement Plan, Empower Retirement Plan, and Other

Postemployment Benefits (OPEB) actuarial valuation proposals and data requests for an amount of $135,800 on Consent Calendar.

3F. STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT GRANT YEAR 2020 – AWARD OF AGREEMENT

The County of Los Angeles is a Subgrantee of the State Homeland Security Program Grant Year 2020 ("SHSP 2020") that is provided by the U.S. Department of Homeland Security. Per the subrecipient agreement, the County of Los Angeles is authorized to enter into a subrecipient agreement with the City of Monterey Park, which includes a distribution of SHSP 2020 grant funds to the City of Monterey Park in the amount of $182,720. A portion of the $182,720 is dedicated to fund a fulltime Regional Training (RïG) Intelligence Chief position for the Los Angeles Area Fire Chiefs Association (LAAFCA). Upon approval of the subrecipient agreement, staff will publicize a Request for Proposal, to fill the position by July 1,2022, and oversee administration of funds for this position. Staff recommends City Council to authorize the City to execute an agreement, in a form approved by the City Attorney, with the County of Los Angeles for an amount not to exceed 5182,720 for the SHSP 2020 Grant.

Action Taken: The City Council adopted Resolution No. 2022-R18 authorizing the City Manager to apply for, receive, and execute an agreement, in a form approved by the City Attorney, with the County of Los Angeles for an amount not to exceed $182,720, for the State Homeland Security Program Grant Year 2020 on Consent Calendar.

Resolution No. 2022-R18:
A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS FOR THE STATE HOMELAND SECURITY PROGRAM FOR GRANT YEAR 2020

4. PUBLIC HEARING – None.

5. NEW BUSINESS – None.

6. CITY COMMUNICATIONS (CITY COUNCIL)

6A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ENSURING EQUAL POLICIES FOR REPRODUCTIVE HEALTH CARE SERVICES (Requested by Mayor Henry Lo and Councilmember Yvonne Yiu)

Written Communications:

- City Clerk Chang received, filed, and read into the record three written communications from Jeff Schwartz, on behalf of the Monterey Park Democratic

Club and the California Democratic Party, Linda Tang, and Je-Show Yang voicing their support for Agenda Item 6A and urging City Council to vote yes.

Action Taken: The City Council adopted Resolution No. 2022-R19 ensuring equal policies for reproductive healthcare services.

Motion: Moved by Mayor Lo and seconded by Council Member Yiu, motion carried by the following vote:

Ayes:	Council Members:	Yiu, Chan, Liang, Lo
Noes:	Council Members:	None
Absent:	Council Members:	Sornoso
Abstain:	Council Members:	None

Resolution No. 2022-R19:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ENSURING EQUAL POLICIES FOR REPRODUCTIVE HEALTHCARE SERVICES

Council Communications:

Council Member Yiu expressed her excitement to be back to in person meetings in the Council Chambers.

Council Member Chan stated that it is good to be back to in person meetings in the Council Chambers and reminded the community to continue to stay safe. He reported that he attended the grand opening of the Chinatown Service Center's new office on Atlantic Blvd, the Japanese Council General's residence to celebrate the Emperor's birthday, and the International Cities Association (ICA) conference.

Council Member Liang announced that he is happy to be back to in person meeting in the Council Chambers and wished Mayor Pro Tem Fred Sornoso all the best.

Mayor Lo reported that he is happy to be back to holding in person meetings in the Council Chambers and thanked the public for attending the meeting. He also voiced appreciation for Mayor Pro Tem Sornoso for serving on City Council.

7. FUTURE AGENDA ITEMS
None.

8. CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)
None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:11 p.m.

_____
Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
APRIL 20, 2022

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park on Wednesday, April 20, 2022 at 5:30 p.m.

CALL TO ORDER:
Mayor Lo called the meeting to order at 5:30 p.m.

ROLL CALL:
Deputy City Clerk Cindy Trang called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu
Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Director of Human Resources and Risk Management Christine Tomikawa, Director of Management Services Martha Garcia

ORAL AND WRITTEN COMMUNICATIONS – None.

1. CLOSED SESSION
The City Council adjourned to Closed Session at 5:30 p.m.

1-A. CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54957.6

City Negotiators: Steve Berliner, Esq. from Liebert Cassidy & Whitmore (the City's special counsel for labor matters) and Christine Tomikawa, Director of Human Resources and Risk Management

Employee Organizations: Confidential Employees' Association, Firefighters' Association, Mid-Management Association, Police Captains' Association, Police Officers' Association, Police Officers' Mid-Management Association, Professional Chief Officers' Association, and Service Employees International Union, Local 721

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:28 p.m.

Action Taken: No reportable action taken.

_____
Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
APRIL 20, 2022

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, April 20, 2022 at 6:30 p.m.

CALL TO ORDER:
Mayor Lo called the meeting to order at 6:34 p.m.

FLAG SALUTE:
The Monterey Park Color Guard – Police Explorers

ROLL CALL:
City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu
Council Members Absent: None.

ALSO PRESENT: City Treasurer Jospeh Leon, City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Police Chief Kelly Gordon, City Librarian Diana Garcia, Interim Director of Public Works Anthony Antich, Water Utility Manager Richard Gonzales, Recreation Supervisor Orlando Muro, Deputy City Clerk Cindy Trang

VIRTUALLY PRESENT: Director of Human Resources and Risk Management Christine Tomikawa, Director of Management Services Martha Garcia, Director of Recreation and Community Services Robert Aguirre, Interim Director of Community & Economic Development Steve Sizemore, Economic Development Manager Joseph Torres, Community Communications Coordinator Randy Ishino

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS – None.

PUBLIC COMMUNICATIONS

- Sarkis Antonian inquired about using Measure R funds to provide proper equipment to the school crossing guards on Hillcrest. He also voiced his opposition against the expansion of lanes on Garvey Avenue during rush hour.

Sarkis also inquired about moving the food bank back to Langley Senior Center and allowing for a drive up service.

- The City Clerk's office received and filed one written communication after submittal period from Charles Leon, SEIU 721 representative. The requester stated in his correspondence that the written communication was for Agenda Item No. 2A. This written communication was included in the administrative record as it was emailed by Charles Leon to City Council.

STAFF COMMUNICATIONS

- City Manager Bow introduced Interim Director of Public Works Anthony Antich. Mr. Antich shared his excitement to work for the City and announced that on May 19th there will be a Public Works Open House at the City Yard.

- Recreation Supervisor Muro thanked Transtech and Shirely Hwong for their donations to the Spring Egg Hunt that took place on April 14th at Barnes Park. He reminded the community of the Cinco De Mayo event on May 5th at Barnes Park and the Happy Birthday Play Days event from May 5th to May 8th at Barnes Park. Recreation Supervisor Muro announced that in honor of Earth Day there will be Monterey Park Walkability Routes located at Barnes Park, Highlands Park, and Edison Trails.

- City Librarian Garcia announced that the Library is now checking out California State Park Passes to anyone with a valid Library card and she also invited the community to the Children's Day/Book Day event on Saturday, April 23rd at Barnes Park. She reminded the community of the Financial Forecasts meetings, which brief residents on the City's finances.

1. **PRESENTATION** – None.
   Matters listed under presentation are for informational content and discussion only.

2. **OLD BUSINESS** – None.

3. **CONSENT CALENDAR ITEMS NOS. 3A-3N**
   Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

   Action Taken: The City Council approved and adopted Item Nos. 3A, 3E, 3F, and 3H, 3I, 3L, and 3M on Consent Calendar, excluding Item Nos. 3B, 3C, 3D, 3G, 3J, 3K, and 3N which were pulled for discussion and separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

Motion: Moved by Council Member Chan and seconded by Council Member Yiu, motion carried by the following vote:

Ayes:	Council Members:	Yiu, Chan, Liang, Lo
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

3A. MINUTES

Approving the minutes from the regular and special meetings of March 16, 2022.

Action Taken: The City Council approved the minutes from the regular and special meetings of March 16, 2022 on Consent Calendar.

3B. DISTRICT NO. 3 CITY COUNCIL SEAT VACANCY

On March 29, 2022, the City Clerk's office received a letter of resignation from Mayor Pro Tem Fred Sornoso, effective April 14, 2022. Pursuant to Government Code §§ 1750(f) and 1770(c), the resignation letter created a vacancy on the City Council on April 14th. The term of office for the vacant position ends November 5, 2024.

Public Speakers

- Teresa Real Sebastian voiced opposition against City Council appointing an elector to fill the District No. 3 seat vacancy. She also communicated that the residents of District No. 3 should be allowed to vote for their Council Member representative in the upcoming November election.

- Maychelle Yee voiced her opposition against allowing City Council to appoint an elector to fill the District No. 3 seat vacancy. She conveyed that City Council should allow for the upcoming November election to fill the vacancy.

- Delario Robinson communicated that he would like to see proper representation fill the District No. 3 seat vacancy.

Action Taken: The City Council received and filed the District No. 3 City Council seat vacancy report.

3C. PROFESSIONAL MUNICIPAL CLERKS WEEK RESOLUTION

The Office of the City Clerk is celebrating the week of May 1-7, 2022 as Professional Municipal Clerks Week. This week, sponsored by the International Institute of Municipal Clerk's (IIMC) and celebrated annually, honors and recognizes the Municipal Clerk profession as a vital part of local government

celebrated throughout the world including the United States, Canada and 15 other countries. We are enlisting your support in the form of a resolution to honor Professional Municipal Clerks for providing supports to the Council, departmental staff, other agencies, and residents of Monterey Park.

Action Taken: The City Council adopted Resolution No. 2022-R20 declaring the week of May 1 through 7, 2022 as Professional Municipal Clerks Week in Monterey Park.

Motion: Moved by Council Member Liang and seconded by Council Member Chan, motion carried by the following vote:

Ayes:	Council Members:	Yiu, Chan, Liang, Lo
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

Resolution No. 2022-R20:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 1-7, 2022, PROFESSIONAL MUNICIPAL CLERKS WEEK IN MONTEREY PARK

3D. MONTHLY INVESTMENT REPORT – MARCH 2022

As of March 31, 2022 invested funds for the City of Monterey Park is $86,005,226.92.

Public Speakers

- City Treasurer Leon gave Council an update on the Monthly Investment report for the month of March 2022.

Action Taken: The City Council received and filed the March 2022 monthly investment report.

3E. PROFESSIONAL SERVICES AMENDMENT WITH FAIRBANK, MASLIN, MAULLIN, METZ AND ASSOCIATES TO CONDUCT PUBLIC OPINION RESEARCH

On September 1, 2021, the City entered into an agreement with FM3 to provide public opinion research. FM3's relevant experience conducting public opinion research has been instrumental in identifying the priorities of the residents of Monterey Park. The City is requesting to amend the agreement to allow for additional public opinion research including residential satisfaction and needs assessment, and revenue measure research.

The City is requesting an amendment for an additional amount of $74,500 for a total not to exceed amount of $113,000 and an extended term through June 30, 2023.

Action Taken: The City Council authorized the City Manager to execute an amendment with Fairbank, Maslin, Maullin, Metz and Associates (FM3) in a form approved by the City Attorney; to conduct public opinion research for an amount not to exceed $113,000 and extend the term of the amendment through June 30, 2023, on Consent Calendar.

3F. RENEWAL OF THE ASSESSMENT DISTRICT FOR FISCAL YEAR 2022-23 AND SCHEDULE A PUBLIC HEARING PURSUANT TO STREETS AND HIGHWAYS CODE §§ 22500, ET SEQ.

In 1993 the City formed a citywide benefit assessment district to finance the operation and maintenance of public street lighting and landscaping. The district was renewed each of the past 29 years and must be renewed for 2022-23 in order for the City to continue collecting assessments. To begin the district renewal, staff recommends a public hearing be held on June 1, 2022. Scheduling the public hearing is a required process and it does not automatically renew the district. The district renewal will follow the City Council's action at the conclusion of the June 1st public hearing.

CEQA (California Environmental Quality Act):
The proposed action is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq*.; "CEQA") and CEQA Guidelines (Cal. Code Regs. tit. 14, §§ 15000, *et seq*.) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. The proposed action, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

Action Taken: The City Council adopted Resolution No. 2022-R21 declaring the City Council's intent to levy and collect assessments for Fiscal Year 2022-23 in Citywide Maintenance District No. 93-1 pursuant to Streets and Highways Code §§ 22500, et seq. and setting a time and place for a public hearing on Consent Calendar.

Resolution No. 2022-R21:
RESOLUTION DECLARING THE CITY COUNCIL'S INTENT TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2022-2023 IN CITYWIDE MAINTENANCE DISTRICT NO. 93-1 PURSUANT TO STREETS AND HIGHWAYS CODE § 22587 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

3G. ADOPT A RESOLUTION RATIFYING CERTAIN ACTIONS COMPLETED BY THE CITY MANAGER REGARDING COVID-19 PANDEMIC AND TERMINATING A LOCAL EMERGENCY

On March 18, 2020, the City Council adopted Resolution No. 12142 which confirmed the existence of a local emergency related to the COVID-19 Pandemic. Between March 18, 2020 and March 31, 2022 (as noted by multiple resolutions extending the local emergency), the City undertook all actions needed to preserve public health and safety in response to the Pandemic. A review of circumstances demonstrates that the need for conditions of a local emergency no longer exist. Accordingly, the City Manager recommends that the City Council adopt a resolution to terminate the local emergency effective April 20, 2022 and ratify all actions taken by the City Manager between March 11, 2020 and April 19, 2022 while exercising his emergency powers. Such actions were generally described in various resolutions adopted by the City Council; additional actions are listed in the Exhibit to the draft Resolution.

ENVIRONMENTAL ASSESSMENT:
The Resolution itself and the actions ratified by the Resolution were reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq*., the "CEQA Guidelines"). Based upon that review, this action is exempt from further review pursuant to CEQA Guidelines § 15269(a) because the protection of public and private property is necessary to maintain service essential to the public, health and welfare.[1]

Action Taken: The City Council adopted Resolution No. 2022-R22 ratifying certain actions completed by the City Manager regarding COVID-19 Pandemic and terminating a local emergency.

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

Ayes:	Council Members:	Yiu, Chan, Liang, Lo
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

Resolution No. 2022-R22:
A RESOLUTION RATIFYING CERTAIN ACTIONS COMPLETED BY THE CITY MANAGER AND TERMINATING A LOCAL EMERGENCY

[1] CEQA findings regarding an anticipated imminent emergency are valid (*see CalBeach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529).

3H. CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD – HIGH FREQUENCY COMMUNICATIONS EQUIPMENT PROGRAM

The City of Monterey Park Fire Department (Fire Department) received Notice of Funding Opportunity from Cal OES; regarding a formal invitation to submit a full application for the consideration of Cal OES subaward funds. The funding opportunity is for the purchase of high frequency communications equipment. If the City is offered a grant award, the total proposed budget request is $60,000.

The Fire Department has identified Collins Aerospace as the vendor of choice. The product Urgentlink operates on a nationwide high frequency spectrum specifically authorized by the Federal Communications Commission (FCC). Moreover, Verdugo Fire Communications (Verdugo), a partnered agency of the Fire Department, currently utilizes this system. Acquiring this equipment will allow the Fire Chief and Battalion Chiefs a mechanism to communicate with Verdugo and other local, state, and federal entities in the event of a natural or manmade disaster.

Staff seeks City Council consideration and approval of the City of Monterey Park's Cal OES application. The application date was extended to April 21, 2022, for the City of Monterey Park. When the grant award decision is made and if the grant award is received, staff will inform the City Council.

Action Taken: The City Council adopted Resolution No. 2022-R23 authorizing the City Manager to apply for, receive, and execute an agreement, in a form approved by the City Attorney, with the California Governor's Office of Emergency Services (Cal OES) in the amount of $60,000 on Consent Calendar.

Resolution No. 2022-R23:
A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES — HIGH FREQUENCY EQUIPMENT PROGRAM

3I. WEED ABATEMENT AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF MONTEREY PARK

On June 12, 2012, the City of Monterey Park entered into an Agreement with the County of Los Angeles, Department of Agricultural Commissioner/Weights and Measures to provide weed abatement services. The County of Los Angeles submitted a letter to the City of Monterey Park stating that the current Weed Abatement Agreement expires on June 30, 2022. Staff is requesting that the City Council consider approving the Agreement thereby extending service for an additional five-year term, until June 30, 2027.

Authorizing the City Manager to execute an agreement with the County of Los Angeles, in a form approved by the City Attorney, for Weed Abatement Services

Action Taken: The City Council authorized the City Manager to execute an agreement with the County of Los Angeles, in a form approved by the City Attorney, for Weed Abatement Services on Consent Calendar.

3J. "DENIM" DAY RESOLUTION

"Denim Day" was established in 1999 after the California Legislature's Women's Caucus learned of a protest of a court decision that occurred in Italy. Enraged by the verdict and the judge's statement, within a matter of hours the women of the Italian Parliament launched into immediate action and protested by wearing jeans to work. This call to action motivated the California legislators to do the same. Peace Over Violence, a Los Angeles County based Sexual Assault and Domestic Violence victims' advocacy organization promoted the idea and the first "Denim Day-L.A." was created. "Denim Day" is now recognized throughout the United States.

Action Taken: The City Council adopted Resolution No. 2022-R24 ratifying certain actions completed by the City Manager regarding COVID-19 Pandemic and terminating a local emergency.

Motion: Moved by Council Member Liang and seconded by Council Member Chan, motion carried by the following vote:

Ayes:	Council Members:	Yiu, Chan, Liang, Lo
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

Resolution No. 2022-R24:
A RESOLUTION DECLARING APRIL 27, 2022 TO BE "DENIM DAY MONTEREY PARK", SUPPORTING SEXUAL ABUSE AWARENESS AND THE BELIEF THAT THERE IS NO EXCUSE AND NEVER AN INVITATION TO RAPE

3K. NATIONAL CORRECTIONAL OFFICERS WEEK RESOLUTION

The Monterey Park Police Department is celebrating the week of May 1-7, 2022, as National Correctional Officers Week. In 1984, President Ronald Regan announced the first week in May as National Correctional Officers Week, and it has been celebrated annually ever since. It honors the thousands of men and women responsible for managing those brought into custody by law enforcement and awaiting trial. These individuals face difficult and often dangerous work environments and play a vital role in the criminal justice system. We are enlisting your support in the form of a resolution to honor these men and women in our area for their work every day to protect the residents of Monterey Park.

Action Taken: The City Council adopted Resolution No. 2022-R25 declaring the week of May 1-7, 2022, to be National Correctional Officers Week in the City of Monterey Park.

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

Ayes:	Council Members:	Yiu, Chan, Liang, Lo
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

Resolution No. 2022-R25:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 1-7, 2022, NATIONAL CORRECTIONAL OFFICERS WEEK IN MONTEREY PARK

3L. FIRST AMENDMENT TO AGREEMENT NO. 2249-AB WITH OPERATIONAL TECHNICAL SERVICES LLC FOR STAFF AUGMENTATION SERVICES FOR THE WATER DIVISION

In August 2021, the Water Division executed a contract with Operation Technical Services LLC to provide technical services that were the responsibility of the Water Production Supervisor who had retired a month earlier. The Professional Services Agreement is for an amount not to exceed $60,000. Because the recruitment of the supervisor position is still pending and additional Water Division staff have since retired or resigned, staff is requesting the approval of the First Amendment to the Agreement for additional staffing support and to increase the budget from $60,000 to $300,000.

Action Taken: The City Council authorized the City Manager to execute the First Amendment, in a form approved by the City Attorney, to Agreement No. 2249-AB with Operational Technical Services LLC. This Amendment is for staff augmentation services for the Water Division in an amount not to exceed $300,000 on Consent Calendar.

3M. AWARD OF CONTRACT TO EUROFINS, WECK AND CLINICAL LAB FOR LAB TESTING

The Water Division is requesting approval of Professional Services Agreements with three laboratory analyses firms – Eurofins, Weck, and Clinical Lab – for laboratory analyses services. The term for the contracts is three years for a combined total not to exceed $400,000 annually.

Action Taken: The City Council authorized the City Manager to execute three-year Agreements, in a form approved by the City Attorney, with Eurofins Eaton Analytica, LLC, Weck Analytical Environmental Services, Inc., and Clinical Lab of

San Bernardino, Inc. to provide laboratory analysis services for the Water Division for a combined total not to exceed $400,000 annually on Consent Calendar.

3N. NOTICE OF COMPLETION FOR 2019-20 STREET REHABILITATION AT VARIOUS LOCATIONS SPECIFICATION NO. 2021-003

Pursuant to City Council Resolution No. 11701, the Public Works Director recorded the Notice of Completion for 2019-20 Street Rehabilitation at Various Locations project on January 26, 2022 (final recording date is February 24, 2022). The project is now complete, and the work was inspected and approved by the City Engineer.

Public Speakers

- Delario Robinson urged City Council to take action and improve the road quality of the City.

Action Taken: The City Council received and filed the Notice of Completion recorded by the Public Works Director on January 06, 2022 accepting the 2019-20 Street Rehabilitation at Various Locations Specification No. 2021-003 completed by Sialic Contractors Corporation dba Shawnan.

Motion: Moved by Council Member Chan and seconded by Council Member Yiu, motion carried by the following vote:

Ayes:	Council Members:	Yiu, Chan, Liang, Lo
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

4. PUBLIC HEARING – None.

5. NEW BUSINESS – None.

6. CITY COMMUNICATIONS (CITY COUNCIL)

6A. A TRIBUTE RESOLUTION OF HEARTFELT APPRECIATION BY THE CITY COUNCIL OF MONTEREY PARK HONORING FRED SORNOSO FOR HIS OUTSTANDING PUBLIC SERVICE AS MAYOR PRO TEM AND COUNCIL MEMBER REPRESENTING DISTRICT NO. 3 (Requested by Mayor Henry Lo)

Action Taken: The City Council adopted tribute Resolution No. 2022-R26 of heartfelt appreciation by the City Council of Monterey Park honoring Fred Sornoso for his outstanding public service as Mayor Pro Tem and Council Member representing District No. 3.

Motion: Moved by Mayor Lo and seconded by Council Member Yiu, motion carried by the following vote:

Ayes:	Council Members:	Yiu, Chan, Liang, Lo
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

Resolution No. 2022-R26:
A TRIBUTE RESOLUTION OF HEARTFELT APPRECIATION BY THE CITY COUNCIL OF MONTEREY PARK HONORING FRED SORNOSO FOR HIS OUTSTANDING PUBLIC SERVICE AS MAYOR PRO TEM AND COUNCIL MEMBER REPRESENTING DISTRICT NO. 3

Council Communications

Council Member Yiu reported that she attended the City of San Gabriel's Outstanding Older American Award ceremony honoring Florence Lin. She also reported that she attended the grand opening of the Starbucks and Shell gas station on Garfield Avenue.

Council Member Chan attended the Metro Service Council meeting and the Spring Clean Day Event on April 9th He also reported that he attended the grand opening of the Starbucks and Shell gas station on Garfield Avenue.

Council Member Liang reported that he attended the grand opening of the Starbucks and Shell gas station on Garfield Avenue.

Mayor Lo reported that he attended the City of San Gabriel's Outstanding Older American Award ceremony honoring Florence Lin. He announced that on Saturday, April 23rd he will attend the Mark Keppel High School, Fear the Speak 5K run.

7. FUTURE AGENDA ITEMS
None.

8. CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)
None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:13 p.m.

_____
Vincent D. Chang
City Clerk

City Council Staff Report

DATE: May 18, 2022

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Waive further reading and adopt an Ordinance amending Monterey Park Municipal Code § 2.82.60 regulating the appointment procedures for boards, commissions and committees

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving the second reading and adopting the proposed ordinance; and/or
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Ordinance was introduced and received first reading at the May 4, 2022 City Council meeting. The original staff report, from May 4, 2022, is attached for reference. Second reading and adoption of this Ordinance is recommended. If adopted, the Ordinance will take effect in 30 days.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Reviewed by:

Inez Alvarez
Assistant City Manager

Reviewed by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

Attachments:

1. Draft Ordinance
2. May 4, 2022 Staff Report

ATTACHMENT 1
Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE MONTEREY PARK MUNICIPAL CODE CHAPTER 2.82.60 REGULATING THE APPOINTMENT PROCEDURES FOR BOARDS, COMMISSIONS AND COMMITTEES.

The City Council of the City of Monterey Park does ordain as follows:

SECTION 1: MPMC § 2.82.060 is amended to read as follows:

"2.82.060 Appointment Procedures**.**

A. Persons seeking appointment to a committee should file applications, in a form prescribed by the city clerk, or designee, ~~to~~ with the city clerk~~'s office~~.

B. Unless otherwise provided, each councilmember may appoint one person to a particular board or commission. Persons nominated by a councilmember are announced at a council meeting, but the nomination does not require ratification by council action.

C. Every term begins ~~May~~ January 1 and ends ~~April~~ December 31~~30~~ of the following year."

SECTION 2: *Environmental Review*. This Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations ("CCR") §§ 15000, *et seq*.) because it establishes rules and procedures to clarify existing policies and practices related to government organization; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Ordinance does not constitute a "project" that requires environmental review (*see specifically* 14 CCR § 15378(b)(4-5)).

SECTION 3: *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 4: *Construction*. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: *Severability*. If any part of this Ordinance or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the

provisions of this Ordinance are severable.

SECTION 6: *Recordation*. The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, and cause it to be published or posted in accordance with California law.

SECTION 7: *Effective Date*. This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2022.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

ATTACHMENT 2
May 4, 2022 Staff Report

City Council Staff Report

DATE: May 4, 2022

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Consider an Ordinance amending Monterey Park Municipal Code Chapter 2.82.60 regulating the appointment procedures for boards, commissions and committees

RECOMMENDATION:

It is recommended that the City Council consider:

1. Introducing and waiving first reading of an ordinance amending Monterey Park Municipal Code Chapter 2.82.60 regulating the appointment procedures for boards, commissions and committees**;**
2. Approving the extension of certain commissions terms; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In accordance with Monterey Park Municipal Code (MPMC) § 2.82.50, Commissions, Boards and Committees (collectively, "Commissions") members may serve two 4 year terms. If an individual completes serving and separates, such person cannot be reappointed to the same board or commission for at least twelve consecutive months unless authorized by City Council to extend their term for another 4 year terms. This would align the Commissioner terms with that of the Councilmember who appointed them.

At the July 21, 2021 City Council meeting, the City Council amended MPMC § 2.04.050 changing the election date from March of even years to November of even years as mandated by Senate Bill 970. As a result, the current commission terms beginning May 1 and ending April 30 the following year does not correlate with the November election date.

BACKGROUND:

At the June 2, 2021 Council meeting, the City Council adopted Ordinance No. 2209 amending section § 2.82.050 changing the commissioners' terms to two 4 years term with the option of extending their term by City Council authorization. It is recommended the City Council consider extending the following commissioners' terms to align with the appointing councilmember's term limit.

Commission on Aging	Council Member Henry Lo	Tak Kuen "Charles" Mau	Terms: 1/7/15 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17 5/1/17 - 4/30/18 5/1/18 - 4/30/19 5/1/19 - 4/30/20 5/1/20 - 4/30/21 5/1/21 - 4/30/22
Business Improvement District Advisory Committee	Council Member Vacant	Guey Lin Jeng (Gene)	Terms: 8/21/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17 5/1/17 - 4/30/18 5/1/18 - 4/30/19 5/1/19 - 4/30/20 5/1/20 - 4/30/21 5/1/21 - 4/30/22
Community Participation Commission	Council Member Peter Chan	Victoria Chavez-Calderon	Terms: 8/7/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17 5/1/17 - 4/30/18 5/1/18 - 4/30/19 5/1/19 - 4/30/20 5/1/20 - 4/30/21 5/1/21 - 4/30/22
Planning Commission	Council Member Hans Liang	Ricky Choi	Terms: 8/7/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17 5/1/17 - 4/30/18 5/1/18 - 4/30/19 5/1/19 - 4/30/20 5/1/20 - 4/30/21 5/1/21 - 4/30/22
Traffic Commission	Council Member Hans Liang	Benkin Jong	Terms: 11/6/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17 5/1/17 - 4/30/18 5/1/18 - 4/30/19 5/1/19 - 4/30/20 5/1/20 - 4/30/21 5/1/21 - 4/30/22

In addition, the City Council may wish to consider amending the section 2.82.60 changing the commission term from May 1 to April 30 of next year to January 1 to December 31 of next year to coincide with the City Council November election dates.

FISCAL IMPACT:
None.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Reviewed by:

Inez Alvarez
Assistant City Manager

Reviewed by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

Attachments:
1. Draft Ordinance

ATTACHMENT 1
Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE MONTEREY PARK MUNICIPAL CODE CHAPTER 2.82.60 REGULATING THE APPOINTMENT PROCEDURES FOR BOARDS, COMMISSIONS AND COMMITTEES.

The City Council of the City of Monterey Park does ordain as follows:

SECTION 1: MPMC § 2.82.060 is amended to read as follows:

"2.82.060 Appointment Procedures**.**

A. Persons seeking appointment to a committee should file applications, in a form prescribed by the city clerk, or designee, ~~to~~ with the city clerk~~'s office~~.

B. Unless otherwise provided, each councilmember may appoint one person to a particular board or commission. Persons nominated by a councilmember are announced at a council meeting, but the nomination does not require ratification by council action.

C. Every term begins ~~May~~ January 1 and ends ~~April~~ December 31~~30~~ of the following year."

SECTION 2: *Environmental Review*. This Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations ("CCR") §§ 15000, *et seq*.) because it establishes rules and procedures to clarify existing policies and practices related to government organization; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Ordinance does not constitute a "project" that requires environmental review (*see specifically* 14 CCR § 15378(b)(4-5)).

SECTION 3: *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 4: *Construction*. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: *Severability*. If any part of this Ordinance or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the

provisions of this Ordinance are severable.

SECTION 6: *Recordation*. The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, and cause it to be published or posted in accordance with California law.

SECTION 7: *Effective Date*. This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2022.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: May 18, 2022

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council

FROM: Kelly Gordon, Chief of Police

SUBJECT: Waive further reading and adopt an uncodified Ordinance approving a Monterey Park Police Department Military Equipment Use Policy in accordance with California Assembly Bill 481.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving second reading and adopting the proposed ordinance; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The first reading and introduction of the Ordinance took place at the May 4, 2022, City Council meeting. The original staff report (from May 4, 2022) is attached for reference. Second reading and adoption of this Ordinance is recommended; it will take effect in 30 days.

Respectfully submitted by:

Kelly Gordon
Chief of Police

Approved by:

Ron Bow
City Manager

Reviewed by:

Joaquin Vazquez
Deputy City Attorney

ATTACHMENT:

1. Ordinance with MEU Policy attached as Exhibit “A”
2. May 4, 2022, Staff Report

ATTACHMENT 1
Draft Ordinance

ORDINANCE NO.

AN ORDINANCE ADOPTING A MILITARY EQUIPMENT USE POLICY.

The City Council of the City of Monterey Park does ordain as follows:

SECTION 1: The City Council finds and declares that:

A. Assembly Bill 481 ("AB 481"), codified at Government Code §§ 7070 through 7075, requires City Council adoption, via ordinance, of a military equipment use policy ("MEU Policy") at a regular meeting prior to taking certain actions related to the funding, acquisition, or use of military equipment, including without limitation, the continued use of military equipment acquired before January 1, 2022.

B. The City Council seeks to approve a MEU Policy consistent with AB 481 by adopting this Ordinance.

C. Pursuant to Government Code § 7071(b), MPPD staff made MEU Policy documents available on the City's website and submitted the MEU policy to the City Council at least 30 days prior to City Council consideration of adoption of the MEU Policy.

SECTION 2: *Adoption of MEU Policy.* The City Council adopts the proposed MEU Policy based upon the totality of evidence in the record based upon the findings set forth below, in accordance with Government Code § 7071(d)(1). For purposes of this Section 2, "MEU Policy" refers to policy attached to this Ordinance as Exhibit "A."

A. The military equipment described in the City's MEU Policy is necessary because there is no reasonable alternative that can achieve the same objective of MPPD officer and civilian safety.

B. The City's MEU Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. Any military equipment to be purchased will be reasonably cost effective compared to reasonably alternatives that can achieve the same objective of MPPD officer and civilian safety.

D. MPPD's prior use of military equipment complied with applicable use policies.

SECTION 3: *Annual Review; Policy Posting.* The City Council directs the MPPD Police Chief, or designee, to:

A. Present this Ordinance to the City Council for its annual review where it will vote on whether to renew this Ordinance, beginning within one year of the

effective date of this Ordinance (Gov. Code, § 7071(e)(1)).

B. Submit an annual MEU Policy equipment report to the City Council for the body to consider compliance with the MEU Policy, beginning within one year of the effective date of this Ordinance, to assist with the City Council's review of this Ordinance as described in paragraph A, above.

C. Conduct a well-publicized and conveniently located community engagement meeting at least 30 days prior to submitting the annual report, as described in paragraph B above, to the City Council (Gov. Code, § 7072(b)).

D. Post the City's adopted MEU Policy on the City's website as long as associated military equipment is in MPPD use (Gov. Code, § 7071(d)(2)).

E. Post each annual report, as described in paragraph B above, on the City's website for as associated military equipment is in MPPD use (Gov. Code, § 7072(a)).

SECTION 4: *Environmental Review*. Adoption of this Ordinance is exempt from further environmental review under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq., "CEQA") and CEQA Guidelines (14 Cal. Code of Regs., § 15000 et seq., "CEQA Guidelines") because the Ordinance concerns general policies and procedures and therefore, pursuant to CEQA Guidelines § 15061(b)(3), it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

SECTION 5: *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: *Construction*. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 7: *Severability*. If any part of this Ordinance or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 8: *Recordation*. The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, and cause it to be published or posted in accordance with California law.

SECTION 9: *Effective Date*. This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2021.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
Karl H. Berger, City Attorney

By: _____
Joaquin Vazquez, Deputy City Attorney

EXHIBIT "A"
MEU Policy

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of “military equipment” (See Government Code §§ 7070; 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body - The Monterey Park City Council.

Military equipment - Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code§ 30510 and Penal Code§ 30515, with the exception of standard-issue handguns.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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709.2 APPROVAL OF THE GOVERNING BODY

The Chief of Police or his/her authorized designee shall seek approval for this policy from the governing body in the form of an ordinance adopting the policy. As part of the approval seeking process, the Chief of Police, or his/her authorized designee, will submit the proposed military equipment policy to the governing body and make it available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The governing body must approve the policy prior to the Department or its members engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available by the U.S. Department of Defense pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.3 POLICY

The acquisition of military equipment and its deployment in our communities may impact the public's safety and welfare. The public has a right to know about any funding, acquisition, or use of military equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions whether and how to fund, acquire, or use military equipment will be made with strong consideration for the public's welfare, safety, civil rights, and civil liberties and also account for the public's input.

It is the policy of the Monterey Park Police Department that there are legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

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Members of the Monterey Park Police Department will only use military equipment in compliance with federal and state legal authorities, including the Fourth and Fifth Amendments of the U.S. Constitution; Article 1, Section 1 of the California Constitution; Government Code § 7286; and, California Penal Code §§ 835a and 13652. Members of the Monterey Park Police Department will only use military equipment consistent with applicable Department rules and regulations, including the Use of Force Policy. Violations of the law or this Policy may result in criminal or administrative investigations and/ or disciplinary action up to and including termination

The Department, through the designated Military Equipment Coordinator, will ensure that members of the Department are trained to only use military equipment only in accordance with this Policy. Members using military equipment for uses not identified as approved uses in the Military Equipment Inventory shall be are subject to discipline, up to and including termination. All instances of non-compliance will be reported to City Council via the annual military equipment report.

The City Council shall have independent oversight of the Department's compliance with this Policy.

709.4 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will designate a member of this Department to act as the Military Equipment Coordinator ("Coordinator"). The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying Department equipment that qualifies as "military equipment," as defined in Government Code § 7070, in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Monterey Park Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

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(g) Receive and timely respond to public concerns, complaints, or questions regarding the use of military equipment.

709.5 PUBLIC COMPLAINTS, CONCERNS AND QUESTIONS

Members of the public may register complaints or submit questions or concerns about the use of each type of military equipment in this Policy in writing to:

Monterey Park Police Department
Attn: Military Equipment Coordinator
320 W. Newmark Avenue
MilitaryEquipment@montereypark.ca.gov

Whenever practical, the Coordinator will respond to concerns, complaints and questions within 30 calendar days of receipt. Responses may take longer depending on the nature and volume of concerns, complaints, and questions that the Coordinator receives.

The Coordinator will track complaints, concerns, and questions received, and the responses provided, in order to be able to include the information in the Annual Report described below.

709.6 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment in the possession of the Department:

See attachment: Monterey Park PD Military Equipment Inventory

709.7 COORDINATION WITH OTHER JURISDICTIONS

Police Department will not collaborate with other law enforcement agencies to use military equipment in this jurisdiction unless the military equipment is approved for use, and used in accordance with this policy.

709.8 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee will submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee will also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report will include all information required by Government Code § 7072 for

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the preceding calendar year for each type of military equipment in department inventory.

709.9 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department will discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Type	**DRONE**
Description	The DJI Mavic 2 is a remote controlled, aerial, unmanned device used to surveil an area or building before officers enter it. https://www.dji.com/mavic-2
Quantity	One (1).
Capabilities	The DJI Mavic 2 is a remote controlled quadcopter frame with 4 motors that equalize the turning force provided by rotating propellers. The UAS is a system equipped with a camera and is operable under FAA rules & regulation.
Cost	$15,000 initial cost.
Purpose	The DJI Mavic 2 enhances the capabilities of officers in tactical situations by allowing them to inspect dangerous situations from a safe distance quickly and safely.
Authorized Use	To perform aerial data collection for officer safety and tactical incidents while also respecting the privacy of the community.
Expected lifespan	2 years.
Fiscal impact	$200 annual maintenance.
Training	FAA Part 107 (Remote Pilot) License / 2 yrs recertification.
Legal and procedural rules	The drone will be deployed for official law enforcement purposes in a manner that respects the privacy of our community and complies with department manual section 607 and pursuant to State and Federal Law, including the Fourth Amendment to the U.S. Constitution and Article I, Section 1 of the California Constitution.

Type	**DRONE**
Description	The AUTEL EVO II is a remote controlled, aerial, unmanned device used to surveil an area or building before officers enter it. https://www.auteldrones.com
Quantity	One (1).
Capabilities	The AUTEL EVO II is a remote controlled quadcopter frame with 4 motors that equalize the turning force provided by rotating propellers. The UAS is a system equipped with a camera, communication speaker, and is operable under FAA rules & regulation.
Cost	$15,000 initial cost;
Purpose	The AUTEL EVO II enhances the capabilities of officers in tactical situations by allowing them to inspect dangerous situations from a safe distance quickly and safely.
Authorized Use	To perform aerial data collection for officer safety and tactical incidents while also respecting the privacy of the community.
Expected lifespan	2 years.
Fiscal impact	$200 annual maintenance.
Training	FAA Part 107 (Remote Pilot) License / 2 yrs recertification.

Legal and procedural rules	The drone will be deployed for official law enforcement purposes in a manner that respects the privacy of our community and complies with department manual section 607 and pursuant to State and Federal Law, including the Fourth Amendment to the U.S. Constitution and Article I, Section 1 of the California Constitution.

Type	**ROBOT**
Description	The Marcbot IV is a remote controlled, four wheel, unmanned device used to surveil an area or building before officers enter it. https://www.exponent.com
Quantity	Four (4).
Capabilities	The Marcbot IV is equipped with a camera mounted to an extension boom that provides a real time view of its surroundings.
Cost	No initial cost. Acquired through the Law Enforcement Support Office - LESO/1033 program under 10 USC 2567a.
Purpose	The Marcbot IV enhances the capabilities of officers in tactical situations by allowing them to inspect dangerous situations from a
Authorized Use	Only officers who have completed training shall be permitted to operate the robot. Deployment of the robot will be authorized by the
Expected lifespan	2 years.
Fiscal impact	Annual maintenance and battery replacement cost is approximately $1,200.
Training	All robot operators must complete three (3) hours of safe operation training provided by the S.R.T. Team.
Legal and procedural rules	The Marcbot IV will only be deployed with the authorization of the Incident or Tactical Commander and will only be deployed for official law enforcement purposes in a manner that respects the privacy of our community and complies with State and Federal Law, including the Fourth Amendment to the U.S. Constitution and Article I, Section 1 of the California Constitution.

Type	**ROBOT**
Description	The Throwbot (Recon Robotics) is a throwable remote controlled, two wheel, unmanned device used to surveil an area or building before officers enter it. https://reconrobotics.com
Quantity	Four (4).
Capabilities	The Throwbot is equipped with a camera mounted that provides a real time view of its surroundings.
Cost	No initial cost. Acquired through the Law Enforcement Support Office - LESO/1033 program under 10 USC 2567a.
Purpose	The Throwbot enhances the capabilities of officers in tactical situations by allowing them to inspect dangerous situations from a safe distance quickly and safely.

Authorized Use	Only officers who have completed training shall be permitted to operate the robot. Deployment of the robot will be authorized by the Incident or Tactical Commander.
Expected lifespan	2 Years.
Fiscal impact	Annual maintenance is approximately $200.
Training	All robot operators must complete three (3) hours of safe operation training provided by the S.R.T. Team.
Legal and procedural rules	The Throwbot will only be deployed with the authorization of the Incident or Tactical Commander and will only be deployed for official law enforcement purposes in a manner that respects the privacy of our community and complies with State and Federal Law, including the Fourth Amendment to the U.S. Constitution and Article I, Section 1 of the California Constitution.

Type	**ROBOT**
Description	The 510 PackBot is a remote controlled, tracked, unmanned device used to surveil an area or building before officers enter it. https://www.flir.com
Quantity	Two (2).
Capabilities	The 510 Packbot is equipped with a camera that provides a real time view of its surroundings and an articulating arm that allows it to open doors and move objects.
Cost	No initial cost. Acquired through the Law Enforcement Support Office - LESO/1033 program under 10 USC 2567a.
Purpose	The 510 PackBot enhances the capabilities of officers in tactical situations by allowing them to inspect dangerous situations from a safe distance quickly and safely.
Authorized Use	Only officers who have completed training shall be permitted to operate the robot. Deployment of the robot will be authorized by the Incident or Tactical Commander.
Expected lifespan	2 years.
Fiscal impact	Annual maintenance and battery replacement cost is approximately $1,200.
Training	All robot operators must complete three (3) hours of safe operation training provided by the S.R.T. Team.
Legal and procedural rules	The 510 Packbot will only be deployed with the authorization of the Incident or Tactical Commander and will only be deployed for official law enforcement purposes in a manner that respects the privacy of our community and complies with State and Federal Law, including the Fourth Amendment to the U.S. Constitution and Article I, Section 1 of the California Constitution.

Type	**Armored Rescue Vehicle**

Description	The Bearcat is a, four-wheeled, ballistic armored rescue vehicle manufactured by Lenco in 2003. The vehicle has a door located at the driverside, passengerside and rear of the vehicle. There is one roof opening and seats inside the vehicle. The vehicle is clearly identified with Department markings and equipped with additional lighting, a unit control system, and a police radio. https://www.lencoarmor.com
Quantity	One (1).
Capabilities	The armored vehicle provides ballistic protection from firearms and other projectiles. This vehicle is used for rescue and to transport tactical team members is tactical situations.
Cost	$250,000.00
Purpose	The Bearcat is used for rescue and to transport Department personnel, primarily tactical team members, to designated high-risk law enforcement operations. The armor on this vehicle provides ballistic protection from firearms and other projectiles.
Authorized Use	Only officers who have completed training shall be permitted to operate the Bearcat. Deployment of the Bearcat will be authorized by the Incident or Tactical Commander.
Expected lifespan	5 years.
Fiscal impact	Annual maintenance and fuel cost is approximately $1,500.
Training	All Bearcat operators must complete three (3) hours of safe operations training provided by the S.R.T. Team.
Legal and procedural rules	The Bearcat will only be deployed with the authorization of the Incident or Tactical Commander for rescue and official law enforcement purposes.

Type	**Armored Rescue Vehicle**
Description	The Peace Keeper is a, four-wheeled, ballistic armored rescue vehicle manufactured by Cadillac Gage in the 1980's. The vehicle has a door located at the driverside, passengerside and rear of the vehicle. There is one roof opening and seats inside the vehicle. The vehicle is clearly identified with Department markings and equipped with additional lighting, a unit control system, and a police radio. https://www.militaryfactory.com
Quantity	2
Capabilities	The armored vehicle provides ballistic protection from firearms and other projectiles. This vehicle is used for rescue and to transport tactical team members is tactical situations.
Cost	No initial cost. Acquired through the Law Enforcement Support Office - LESO/1033 program.
Purpose	The Cadillac Gage Ranger is a four-wheeled armored personnel carrier produced by Cadillac Gage, built on a Dodge truck chassis.
Authorized Use	Only officers who have completed training shall be permitted to operate the Bearcat. Deployment of the Bearcat will be authorized by the Incident or Tactical Commander.

Expected lifespan	2 years.
Fiscal impact	Annual maintenance and fuel cost is approximately $500.
Training	All Peacekeeper operators must complete three (3) hours of safe operations training provided by the S.R.T. Team.
Legal and procedural rules	The Peacekeeper will only be deployed with the authorization of the Incident or Tactical Commander for rescue and official law enforcement purposes.

Type	**Command Control Vehicle**
Description	The Field Supervisor Vehicle (2013 Chevrolet, Tahoe) is a special purpose built mobile command post. The vehicle is clearly identified with Department markings and equipped with emergency lighting, a unit control system, rear command post setup, and several police radios.
Quantity	One (1).
Capabilities	The Field Supervisor Vehicle is equipped with radios and area maps to function as a mobile command post during critical incidents and large events.
Cost	$79,000
Purpose	To be used as a mobile command post during specific circumstances, critical incidents, large events, natural disaster, or community event that is taking place.
Authorized Use	The Field Supervisor Vehicle shall be used by officers trained in in its use and in a manner consistent with Department policy and training. Furthermore, only personnel who have completed the Department's driving and operations training will be allowed to drive the the vehicle.
Expected lifespan	5 years.
Fiscal impact	Annual maintenance and fuel cost is approximately $9,000.
Training	The driver shall receive training in the safe handling of the vehicle in accordance with POST Perishable Skills Program (PSP)Driver Training/ Awareness.
Legal and procedural rules	This vehicle is primarily assigned to be driven by those who are designated as the field supervisor.

Type	**Command Control Vehicle**
Description	The Field Supervisor Vehicle (2018 Ford, Explorer) is a special purpose built mobile command post. The vehicle is clearly identified with Department markings and equipped with emergency lighting, a unit control system, command post system, and several police radios.
Quantity	One (1).
Capabilities	The Field Supervisor Vehicle is equipped with radios and area maps to function as a mobile command post during critical incidents and large events.
Cost	$45,000

Purpose	To be used as a mobile command post during specific circumstances, critical incidents, large events, natural disaster, or community event that is taking place.
Authorized Use	The Field Supervisor Vehicle shall be used by officers trained in in its use and in a manner consistent with Department policy and training. Furthermore, only personnel who have completed the Department's driving and operations training will be allowed to drive the the vehicle.
Expected lifespan	5 years.
Fiscal impact	Annual maintenance and fuel cost is approximately $14,000.
Training	The driver shall receive training in the safe handling of the vehicle in accordance with POST Perishable Skills Program (PSP)Driver Training/ Awareness.
Legal and procedural rules	This vehicle is primarily assigned to be driven by those who are designated as the field supervisor.

Type	**Command Control Vehicle**
Description	The Field Supervisor Vehicle (2002 Ford, Expedition) is a special purpose built mobile command post. The vehicle is clearly identified with Department markings and equipped with emergency lighting, a unit control system, command post system, tactical equipment, and several police radios.
Quantity	One (1).
Capabilities	The Field Supervisor Vehicle is equipped with radios and area maps to function as a mobile command post during critical incidents and large events.
Cost	$70,000
Purpose	To be used as a mobile command post during specific circumstances, critical incidents, large events, natural disaster, or community event that is taking place.
Authorized Use	The Field Supervisor Vehicle shall be used by officers trained in in its use and in a manner consistent with Department policy and training. Furthermore, only personnel who have completed the Department's driving and operations training will be allowed to drive the the vehicle.
Expected lifespan	3 years.
Fiscal impact	Annual maintenance and fuel cost is approximately $6,000.
Training	The driver shall receive training in the safe handling of the vehicle in accordance with POST Perishable Skills Program (PSP)Driver Training/ Awareness.
Legal and procedural rules	This vehicle is primarily assigned to be driven by those who are designated as the field supervisor.

Type	**12 Gauge Breaching Munition**

Description	The breaching munition by Royal Arms is a translucent 12-gauge shell loaded with a compressed copper frangible slug. The munition is launched from a designated Department owned shotgun (Remington 870 12-gauge). https://royalarms.com
Quantity	20 rounds
Capabilities	Used to defeat doors, locking mechanisms, and hindges.
Cost	Approximately $150.
Purpose	Used as a method to breach door locks or hinges to quickly gain entry into a structure.
Authorized Use	Only officers who have completed training shall be permitted to operate the Bearcat. Deployment of the Bearcat will be authorized by the Incident or Tactical Commander.
Expected lifespan	2 years.
Fiscal impact	Initial cost of approximately $150.
Training	Designated Department tactical team personnel receive initial and on-going training on the deployment of 12-gauge breaching munitions from a designated Remington 12-gauge Department owned shotgun with a specialized barrel that contains a serrated front edge or standoff ported device. This training generally occurs at the POST certified 80-hour SWAT school and/or at a designated SWAT breaching course. Tactical team personal also receive annual in-house training.
Legal and procedural rules	The 12 Gauge Breaching Munition is primarily a tactical team deployment munition. Department Policy section 404, applicable related Department procedures and the law. Authority to use certain munitions is based on the Department Policy and procedures considering the tactical operation and the law.

Type	**Rifles**
Description	Firearms that are fired from the from the shoulder, having a long spiral grooved barrel to make bullets spin and thereby have greater accuracy over a long distance. HK 416, Colt M4, AR15 rifles.
Quantity	76
Capabilities	To provide precision fire to address a threat with more accuracy than a handgun, particularly at greater distances.
Cost	$2,100 each.
Purpose	To be used as a precision firearm to address a threat with more accuracy than a handgun, particularly at greater distances.
Authorized Use	Only members who have completed P.O.S.T. certified training are authorized to deploy a rifle.
Expected lifespan	10 years.
Fiscal impact	Annual maintenance is approximately $50 for each rifle.

Training	Prior to using a rifle, Officers must be certified by a P.O.S.T. instructor in the operation of the rifle. Additionally, all members that operate the rifle are required to train with it a minimum of two (2) times a year and must pass a bi-annual range qualification.
Legal and procedural rules	Officers will deploy rifles in accordance with Department manual section 305.3.3, and pursuant to State and Federal law regarding the use of force.

Type	**MP5**
Description	MP5 Submachine gun manufactured by Heckler & Koch. https://www.heckler-koch.com
Quantity	9
Capabilities	To provide precision fire with more accuracy than a handgun in confined areas.
Cost	$1,800 each.
Purpose	To provide precision fire to address a threat with more accuracy than a handgun in confined areas.
Authorized Use	Only members who have completed P.O.S.T. certified S.W.A.T. training course are authorized to deploy the MP5.
Expected lifespan	5 years.
Fiscal impact	Annual maintenance is approximately $50 for each firearm.
Training	Designated Department tactical team personnel receive initial and on-going training on theuse of the MP5. This training generally occurs at the POST certified 80-hour SWAT school and Tactical team in-house training.
Legal and procedural rules	Officers will deploy the MP5 in accordance with Department manual section 305.6, 404, and pursuant to State and Federal law regarding the use of force.

Type	**Benelli M1**
Description	The Benelli M1 semi-automatic shotgun is outfitted with a 14.5 inch barrel. https://benelliusa.com
Quantity	3
Capabilities	The shortend barrel provides greater maneuverability in confined areas.
Cost	$1,100 each.
Purpose	To provide precision fire to address a threat with more accuracy than a handgun in confined areas.
Authorized Use	Only members who have completed P.O.S.T. certified S.W.A.T. training course are authorized to deploy the Benelli M1.
Expected lifespan	5 years.
Fiscal impact	Annual maintenance is approximately $50 for each firearm.

Training	Designated Department tactical team personnel receive initial and on-going training on theuse of the MP5. This training generally occurs at the POST certified 80-hour SWAT school and Tactical team in-house training.
Legal and procedural rules	Officers will deploy the Benelli M1 in accordance with Department manual section 305.6, 404, and pursuant to State and Federal law regarding the use of force.

Type	**Remington 870 - 12 Gauge short barrel shotgun**
Description	The Remington 870 - 12 Gauge shotgun is outfitted with a 14 inch barrel. https://www.remarms.com
Quantity	12
Capabilities	The shortend barrel provides greater maneuverability in and out of the confines of the police vehicle.
Cost	$450 each.
Purpose	To provide officers a larger firearm to address a threat with more accuracy than a handgun.
Authorized Use	Only those officers who have been trained in the use of Remington 870 are authorized to use them.
Expected lifespan	$1,500 - Bi-annual firearms training / qualification.
Fiscal impact	Annual maintenance is approximately $50 for each firearm.
Training	Department personnel receive initial and on-going in-house training on the use of the Remington 870 12-gauge shotgun on a bi-annual basis.
Legal and procedural rules	Officers will deploy the Benelli M1 in accordance with Department manual section 305 and pursuant to State and Federal law regarding the use of force.

Type	**Noise Flash Diversionary Device (NFDD)**
Description	An NFDD is a less lethal munition. The NFDD used by the Department is reloadable. The reloadable body is manufacturered by Defense Technology. The NFDD is placed into a metal cylindrical shaped body with ports. The metal cylindrical shaped body can be reused based on the manufacturer's specifications. https://www.defense-technology.com
Quantity	12
Capabilities	A non-bursting, non-fragmenting single use device that produces a loud sound and bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Cost	$50 each.
Purpose	To produce brilliant light and loud sound to momentarily distract a suspect or subject (6-8 seconds), to enhance the officers' ability to safely contact and detain, or arrest.

Authorized Use	Diversionary devices shall only be used by S.W.A.T. Operators who have been trained in their proper use during hostage and barricaded subject situations, high-risk warrant (search/arrest) services where there may be extreme hazards to officers, or during other high-risk situations where their use would enhance officer and community safety.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Prior to use, S.R.T. Operators must attend diversionary device training that is conducted by the manufacturer or P.O.S.T. certified instructors.
Legal and procedural rules	The Department will only utilize diversion devices for official law enforcement purposes, pursuant to State and Federal law regarding the use of force.

Type	**Noise Flash Diversionary Device (NFDD)**
Description	The 7290-9-Flash Bang NFDD is a less lethal munition which delivers nine noise and flash diversions on deployment. The 9-Bang NFDD used by the Department is manufacturered by Combined Tactical Systems. The NFDD has a multi-bang feature placed into a metal cylindrical shaped body with ports. https://www.combinedsystems.com
Quantity	12
Capabilities	A non-bursting, non-fragmenting single use device that produces a loud sound and bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Cost	$1,859 per quantity of 12.
Purpose	To produce brilliant light and loud sound to momentarily distract a suspect or subject (6-8 seconds), to enhance the officers' ability to safely contact and detain, or arrest.
Authorized Use	Used by SRT during rescue and high risk tactical situations.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Prior to use, S.R.T. Operators must attend diversionary device training that is conducted by the manufacturer or P.O.S.T. certified instructors.
Legal and procedural rules	The Department will only utilize diversion devices for official law enforcement purposes, pursuant to State and Federal law regarding the use of force.

Type	**Pepperball Launcher**
Description	High-capacity, semi-automatic launcher designed to launch less than lethal PepperBall projectiles which contain PAVA. PAVA, is an organic compound and a capsaicinoid. Pepperball is for direct impact and area saturation. https://www.pepperball.com
Quantity	Two (2).

Capabilities	The pepperball launcher is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles. The pepperball launcher utilizes a hopper feed system contain the projectiles.
Cost	$600 each.
Purpose	To de-escalate a situation and lower the potential for the use of lethal force. Situations for use of the less lethal weapon systems may include, but are not limited to, dangerous and/or combative individuals, riot and civil unrest incidents, circumstances where a tactical advantage can be obtained, and potentially vicious animals.
Authorized Use	Only those officers who have been trained in the use of PepperBall launchers are authorized to use them.
Expected lifespan	5 years.
Fiscal impact	Annual maintenance is approximately $50 for each PepperBall launcher.
Training	Sworn members utilizing PepperBall launchers and projectiles are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy the PepperBall launcher in compliance with Department Manual Section 302.7.2 and pursuant to State and Federal law, including those regarding the use of force and in compliance with Penal Code section 13652.

Type	**Chemical Agent and Smoke Canisters**
Description	CS gas, OC, and smoke are encased in metal devices by the manufacturer Defense Technology. CS gas, smoke and OC devices are clearly marked and the manufacturer has developed different models which vary in size and method of disbursement. Detailed information on these products is available on the manufacturer's internet site. Smoke is not a CS gas, or OC product. https://www.defense-technology.com
Quantity	24
Capabilities	Chemical agent canisters provide a high volume, continuous burn it expels its payload in approximately 20-40 seconds.
Cost	$47 each.
Purpose	High volume, continuous burn it expels its payload in approximately 20-40 seconds. CS, OC, and smoke munitions are primarily used by Department tactical team members for tactical operations. This supply is primarily maintained for tactical purposes related to high risk, barricade and/or mobile field force situations. Smoke can also be used for concealment purposes during tactical operations.
Authorized Use	Only officers who have received training from the manufacturer or P.O.S.T. certification in the use of chemical agents are authorized to use them.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.

Training	Sworn members utilizing chemical agent canisters must be certified by P.O.S.T. less lethal and chemical agent instructors.
Legal and procedural rules	Officers will only deploy chemical agents in compliance with Department manual section 302.6 and pursuant to State and Federal law, including those regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm Launcher - Single**
Description	The 40 mm LMT launcher by Defense Technology is a lightweight single shot 40 MM launcher. The launcher comes equipped with a picatinny rail mounting system with a bead sight which will accept a wide array of enhanced optics or sighting systems. A sling can be applied and used for carrying purposes. https://www/defense-technology.com
Quantity	21
Capabilities	The 40 mm LMT launcher is used to deploy less than lethal munitions for de-escalation of force.
Cost	$914 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	10 years.
Fiscal impact	Annual maintenance is approximately $20 for each launcher.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.9 and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm Launcher - multi-shot**
Description	The 40 mm multi-shot is capable of firing six rounds of munitions. The 40 mm multi-shot launcher is manufactured by Penn Arms. The launcher comes equipped with a picatinny rail mounting system with a bead sight which will accept a wide array of enhanced optics or sighting systems. A sling can be applied and used for carrying purposes. https://www.pennarms.com
Quantity	1

Capabilities	The 40 mm launcher is used to deploy less than lethal munitions for de-escalation of force.
Cost	$1,500
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals,
Expected lifespan	10 years.
Fiscal impact	Annual maintenance is approximately $20 for each launcher.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.9 and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - Exact Impact munition**
Description	The Exact Impact 40 mm round is a less than lethal munition manufactured by Defense Technology. The projectile has a round plastic body and a blue colored sponge nose. https://defense-technology.com
Quantity	100
Capabilities	Minimum Safe Range 5 ft / 1.5 m Maximum Effective Range 131 ft / 40 m
Cost	$19.25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintainence.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.9 and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - GREEN Direct Impact munition**

Description	The 40 mm - Green crushable foam marking round is a less than lethal munition manufactured by Defense Technology. The projectile has a round plastic body and a green colored crushable foam nose. https://defense-technology.com
Quantity	5
Capabilities	Minimum Safe Range 5 ft / 1.5 m Maximum Effective Range 131 ft / 40 m
Cost	$19.25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintainence.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.9 and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - ORANGE Direct Impact munition / OC**
Description	The 40 mm - Orange crushable foam marking round with OC chemical agent is a less than lethal munition manufactured by Defense Technology. The projectile has a round plastic body and a orange colored crushable foam nose. https://defense-techology.com
Quantity	10
Capabilities	Minimum Safe Range 5 ft / 1.5 m Maximum Effective Range 131 ft / 40 m
Cost	$25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.

Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.7, 302.9, and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - BLUE Direct Impact munition / CS**
Description	The 40 mm - Blue crushable foam marking round with CS chemical agent is a less than lethal munition manufactured by Defense Technology. The projectile has a round plastic body and a blue colored crushable foam nose. https://www.defense-technology.com
Quantity	10
Capabilities	Minimum Safe Range 5 ft / 1.5 m Maximum Effective Range 131 ft / 40 m
Cost	$25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.6, 302.9, and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - Ferret CS delivery munition**
Description	Defense Technology, Ferret 40MM Liquid Barricade Penetrator Round. https://www.defense-technology.com
Quantity	22
Capabilities	A less than lethal 40MM round used to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small amount of chemical agent inside of a structure or vehicle. In a tactical deployment situation, the 40MM Ferret is primarily used to dislodge barricaded subjects from confined areas.
Cost	$23 each.

Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.6 and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - Aerial Warning / Signal**
Description	The 40 mm aerial Warning/Signaling munitions is a less than lethal munitions designed to produce a flash of light and sound. https://www.defense-technology.com
Quantity	10
Capabilities	The 40mm aerial Warning/Signaling munitions are less than lethal munitions designed to produce 170 dB of sound, and 5 million candelas of light. Each munition is manufactured to deflagrate at a set distance and altitude and has the option of delivering irritant payloads.
Cost	$25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.10, 404, and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - Aerial Warning / Signal / OC**

Description	The 40 mm aerial Warning/Signaling munitions are less than lethal munitions designed to produce a flash of light and sound. This munition delivers OC irritant. https://www.defense-technology.com
Quantity	10
Capabilities	The 40mm aerial Warning/Signaling munitions are less than lethal munitions designed to produce 170 dB of sound, and 5 million candelas of light. Each munition is manufactured to deflagrate at a set distance and altitude and has the option of delivering irritant payloads.
Cost	$25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.7, 302.8, 302.9, 302.10, 404, and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - Aerial Warning / Signal / CS**
Description	The 40 mm aerial Warning/Signaling munitions are less than lethal munitions designed to produce a flash of light and sound. This munition delivers CS irritant. https://www.defense-technology.com
Quantity	8
Capabilities	The 40mm aerial Warning/Signaling munitions are less than lethal munitions designed to produce 170 dB of sound, and 5 million candelas of light. Each munition is manufactured to deflagrate at a set distance and altitude and has the option of delivering irritant payloads.
Cost	$25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.

Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.7, 302.8, 302.9, 302.10, 404, and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**12 gauge - Bean bag round.**
Description	The bean bag round is a less than lethal munition designed to be fored directly specifically targeted zones. The bean bag round is manufactured by Defense Technology. The translucent 12- gauge shell loaded with a 40-gram, tear shaped bag made from cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails. The round utilizes a smokeless powder as the propellant. The munition is launched from a designated Department owned shotgun (Remington 870 12-gauge). https://www.defense-technology.com
Quantity	150
Capabilities	The 12 gauge - Bean bag round is a less than lethal direct fire kinetic energy projectile.
Cost	$5 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Sworn members utilizing less than lethal 12 gauge - Bean bag round are trained in their use by the manufacturer or P.O.S.T. certified less lethal instructors.
Legal and procedural rules	Officers will deploy the 12 gauge - Bean bag round in compliance with Department manual section 302.9 and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

ATTACHMENT 2
May 4, 2022 City Council Staff Report

City Council Staff Report

DATE: May 4, 2022

AGENDA ITEM NO: New Business - 5B

TO: The Honorable Mayor and City Council

FROM: Kelly Gordon, Chief of Police

SUBJECT: Consideration and possible action to read by title only, waive further reading, and introduce an uncodified Ordinance approving a Monterey Park Police Department Military Equipment Use Policy in accordance with California Assembly Bill 481.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Read by title only, waive further reading, and introduce an uncodified Ordinance approving Monterey Park Police Department Military Equipment Use Policy in accordance with California Assembly Bill 481; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Monterey Park Police Department staff has prepared the draft Military Equipment Use policy (or "MEU Policy") in accordance with new state law requirements and submits it for City Council adoption via the proposed Ordinance prepared by the City Attorney's office. Staff provided for timely posting of the draft MEU Policy on the City's website on March 31, 2022, and concurrently submitted the proposed MEU Policy to the City Council for review.

If approved for first reading as recommended in this report, the Ordinance would be scheduled for a second reading and prospective adoption at the next regular City Council meeting on May 18, 2022. If adopted, the Ordinance would be effective 30 days after adoption.

BACKGROUND:

California Assembly Bill No. 481 ("AB 481") added Government Code §§ 7070-7075 and took effect on January 1, 2022. AB 481 generally requires the legislative body associated with a local law enforcement agency to adopt a military equipment use policy via ordinance, before continuing use of military equipment in its inventory or acquiring additional military equipment (§ 7071.) May 1, 2022 is the deadline by which a local law enforcement agency must "commence a governing body approval process" for military equipment it acquired before January 1, 2022. Staff commenced this process with its

online posting of the MEU Policy and submission to the City Council in March 2022, as noted above.

"Military equipment" is broadly defined in § 7070(d) and does not necessarily indicate equipment used by the military. It includes, without limitation, equipment such as: unmanned aerial or ground vehicles; armored vehicles; command and control vehicles; pepper balls; less lethal shotguns; less lethal 40 mm projectile launchers, long-range acoustic devices; and flashbangs. The list of items considered "military equipment" includes equipment employed by many law enforcement agencies throughout the country as best practices to ensure public and officer safety.

FISCAL IMPACT:

The MEU Policy identifies already-incurred equipment acquisition costs and ongoing maintenance costs that have been factored into the Police Department budget. City Council approval of the proposed Ordinance will not create any new significant costs.

Respectfully submitted by:

Kelly Gordon
Chief of Police

Approved by:

Ron Bow
City Manager

Reviewed by:

Joaquin Vazquez
Deputy City Attorney

ATTACHMENT:
1. Ordinance with MEU Policy attached as Exhibit "A"
2. Text of AB 481

ATTACHMENT 1
Ordinance

ORDINANCE NO.

AN ORDINANCE ADOPTING A MILITARY EQUIPMENT USE POLICY.

The City Council of the City of Monterey Park does ordain as follows:

SECTION 1: The City Council finds and declares that:

A. Assembly Bill 481 ("AB 481"), codified at Government Code §§ 7070 through 7075, requires City Council adoption, via ordinance, of a military equipment use policy ("MEU Policy") at a regular meeting prior to taking certain actions related to the funding, acquisition, or use of military equipment, including without limitation, the continued use of military equipment acquired before January 1, 2022.

B. The City Council seeks to approve a MEU Policy consistent with AB 481 by adopting this Ordinance.

C. Pursuant to Government Code § 7071(b), MPPD staff made MEU Policy documents available on the City's website and submitted the MEU policy to the City Council at least 30 days prior to City Council consideration of adoption of the MEU Policy.

SECTION 2: *Adoption of MEU Policy.* The City Council adopts the proposed MEU Policy based upon the totality of evidence in the record based upon the findings set forth below, in accordance with Government Code § 7071(d)(1). For purposes of this Section 2, "MEU Policy" refers to policy attached to this Ordinance as Exhibit "A."

A. The military equipment described in the City's MEU Policy is necessary because there is no reasonable alternative that can achieve the same objective of MPPD officer and civilian safety.

B. The City's MEU Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. Any military equipment to be purchased will be reasonably cost effective compared to reasonably alternatives that can achieve the same objective of MPPD officer and civilian safety.

D. MPPD's prior use of military equipment complied with applicable use policies.

SECTION 3: *Annual Review; Policy Posting.* The City Council directs the MPPD Police Chief, or designee, to:

A. Present this Ordinance to the City Council for its annual review where it will vote on whether to renew this Ordinance, beginning within one year of the

effective date of this Ordinance (Gov. Code, § 7071(e)(1)).

B. Submit an annual MEU Policy equipment report to the City Council for the body to consider compliance with the MEU Policy, beginning within one year of the effective date of this Ordinance, to assist with the City Council's review of this Ordinance as described in paragraph A, above.

C. Conduct a well-publicized and conveniently located community engagement meeting at least 30 days prior to submitting the annual report, as described in paragraph B above, to the City Council (Gov. Code, § 7072(b)).

D. Post the City's adopted MEU Policy on the City's website as long as associated military equipment is in MPPD use (Gov. Code, § 7071(d)(2)).

E. Post each annual report, as described in paragraph B above, on the City's website for as associated military equipment is in MPPD use (Gov. Code, § 7072(a)).

SECTION 4: *Environmental Review*. Adoption of this Ordinance is exempt from further environmental review under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq., "CEQA") and CEQA Guidelines (14 Cal. Code of Regs., § 15000 et seq., "CEQA Guidelines") because the Ordinance concerns general policies and procedures and therefore, pursuant to CEQA Guidelines § 15061(b)(3), it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

SECTION 5: *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: *Construction*. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 7: *Severability*. If any part of this Ordinance or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 8: *Recordation*. The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, and cause it to be published or posted in accordance with California law.

SECTION 9: *Effective Date*. This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2021.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
Karl H. Berger, City Attorney

By: _____
Joaquin Vazquez, Deputy City Attorney

EXHIBIT "A"
MEU Policy

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of “military equipment” (See Government Code §§ 7070; 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body - The Monterey Park City Council.

Military equipment - Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code§ 30510 and Penal Code§ 30515, with the exception of standard-issue handguns.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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709.2 APPROVAL OF THE GOVERNING BODY

The Chief of Police or his/her authorized designee shall seek approval for this policy from the governing body in the form of an ordinance adopting the policy. As part of the approval seeking process, the Chief of Police, or his/her authorized designee, will submit the proposed military equipment policy to the governing body and make it available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The governing body must approve the policy prior to the Department or its members engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available by the U.S. Department of Defense pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.3 POLICY

The acquisition of military equipment and its deployment in our communities may impact the public's safety and welfare. The public has a right to know about any funding, acquisition, or use of military equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions whether and how to fund, acquire, or use military equipment will be made with strong consideration for the public's welfare, safety, civil rights, and civil liberties and also account for the public's input.

It is the policy of the Monterey Park Police Department that there are legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

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Members of the Monterey Park Police Department will only use military equipment in compliance with federal and state legal authorities, including the Fourth and Fifth Amendments of the U.S. Constitution; Article 1, Section 1 of the California Constitution; Government Code § 7286; and, California Penal Code §§ 835a and 13652. Members of the Monterey Park Police Department will only use military equipment consistent with applicable Department rules and regulations, including the Use of Force Policy. Violations of the law or this Policy may result in criminal or administrative investigations and/ or disciplinary action up to and including termination

The Department, through the designated Military Equipment Coordinator, will ensure that members of the Department are trained to only use military equipment only in accordance with this Policy. Members using military equipment for uses not identified as approved uses in the Military Equipment Inventory shall be are subject to discipline, up to and including termination. All instances of non-compliance will be reported to City Council via the annual military equipment report.

The City Council shall have independent oversight of the Department's compliance with this Policy.

709.4 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will designate a member of this Department to act as the Military Equipment Coordinator ("Coordinator"). The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying Department equipment that qualifies as "military equipment," as defined in Government Code § 7070, in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Monterey Park Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

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(g) Receive and timely respond to public concerns, complaints, or questions regarding the use of military equipment.

709.5 PUBLIC COMPLAINTS, CONCERNS AND QUESTIONS

Members of the public may register complaints or submit questions or concerns about the use of each type of military equipment in this Policy in writing to:

Monterey Park Police Department
Attn: Military Equipment Coordinator
320 W. Newmark Avenue
MilitaryEquipment@montereypark.ca.gov

Whenever practical, the Coordinator will respond to concerns, complaints and questions within 30 calendar days of receipt. Responses may take longer depending on the nature and volume of concerns, complaints, and questions that the Coordinator receives.

The Coordinator will track complaints, concerns, and questions received, and the responses provided, in order to be able to include the information in the Annual Report described below.

709.6 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment in the possession of the Department:

See attachment: Monterey Park PD Military Equipment Inventory

709.7 COORDINATION WITH OTHER JURISDICTIONS

Police Department will not collaborate with other law enforcement agencies to use military equipment in this jurisdiction unless the military equipment is approved for use, and used in accordance with this policy.

709.8 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee will submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee will also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report will include all information required by Government Code § 7072 for

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the preceding calendar year for each type of military equipment in department inventory.

709.9 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department will discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Type	**DRONE**
Description	The DJI Mavic 2 is a remote controlled, aerial, unmanned device used to surveil an area or building before officers enter it. https://www.dji.com/mavic-2
Quantity	One (1).
Capabilities	The DJI Mavic 2 is a remote controlled quadcopter frame with 4 motors that equalize the turning force provided by rotating propellers. The UAS is a system equipped with a camera and is operable under FAA rules & regulation.
Cost	$15,000 initial cost.
Purpose	The DJI Mavic 2 enhances the capabilities of officers in tactical situations by allowing them to inspect dangerous situations from a safe distance quickly and safely.
Authorized Use	To perform aerial data collection for officer safety and tactical incidents while also respecting the privacy of the community.
Expected lifespan	2 years.
Fiscal impact	$200 annual maintenance.
Training	FAA Part 107 (Remote Pilot) License / 2 yrs recertification.
Legal and procedural rules	The drone will be deployed for official law enforcement purposes in a manner that respects the privacy of our community and complies with department manual section 607 and pursuant to State and Federal Law, including the Fourth Amendment to the U.S. Constitution and Article I, Section 1 of the California Constitution.

Type	**DRONE**
Description	The AUTEL EVO II is a remote controlled, aerial, unmanned device used to surveil an area or building before officers enter it. https://www.auteldrones.com
Quantity	One (1).
Capabilities	The AUTEL EVO II is a remote controlled quadcopter frame with 4 motors that equalize the turning force provided by rotating propellers. The UAS is a system equipped with a camera, communication speaker, and is operable under FAA rules & regulation.
Cost	$15,000 initial cost;
Purpose	The AUTEL EVO II enhances the capabilities of officers in tactical situations by allowing them to inspect dangerous situations from a safe distance quickly and safely.
Authorized Use	To perform aerial data collection for officer safety and tactical incidents while also respecting the privacy of the community.
Expected lifespan	2 years.
Fiscal impact	$200 annual maintenance.
Training	FAA Part 107 (Remote Pilot) License / 2 yrs recertification.

Legal and procedural rules	The drone will be deployed for official law enforcement purposes in a manner that respects the privacy of our community and complies with department manual section 607 and pursuant to State and Federal Law, including the Fourth Amendment to the U.S. Constitution and Article I, Section 1 of the California Constitution.

Type	**ROBOT**
Description	The Marcbot IV is a remote controlled, four wheel, unmanned device used to surveil an area or building before officers enter it. https://www.exponent.com
Quantity	Four (4).
Capabilities	The Marcbot IV is equipped with a camera mounted to an extension boom that provides a real time view of its surroundings.
Cost	No initial cost. Acquired through the Law Enforcement Support Office - LESO/1033 program under 10 USC 2567a.
Purpose	The Marcbot IV enhances the capabilities of officers in tactical situations by allowing them to inspect dangerous situations from a
Authorized Use	Only officers who have completed training shall be permitted to operate the robot. Deployment of the robot will be authorized by the
Expected lifespan	2 years.
Fiscal impact	Annual maintenance and battery replacement cost is approximately $1,200.
Training	All robot operators must complete three (3) hours of safe operation training provided by the S.R.T. Team.
Legal and procedural rules	The Marcbot IV will only be deployed with the authorization of the Incident or Tactical Commander and will only be deployed for official law enforcement purposes in a manner that respects the privacy of our community and complies with State and Federal Law, including the Fourth Amendment to the U.S. Constitution and Article I, Section 1 of the California Constitution.

Type	**ROBOT**
Description	The Throwbot (Recon Robotics) is a throwable remote controlled, two wheel, unmanned device used to surveil an area or building before officers enter it. https://reconrobotics.com
Quantity	Four (4).
Capabilities	The Throwbot is equipped with a camera mounted that provides a real time view of its surroundings.
Cost	No initial cost. Acquired through the Law Enforcement Support Office - LESO/1033 program under 10 USC 2567a.
Purpose	The Throwbot enhances the capabilities of officers in tactical situations by allowing them to inspect dangerous situations from a safe distance quickly and safely.

Authorized Use	Only officers who have completed training shall be permitted to operate the robot. Deployment of the robot will be authorized by the Incident or Tactical Commander.
Expected lifespan	2 Years.
Fiscal impact	Annual maintenance is approximately $200.
Training	All robot operators must complete three (3) hours of safe operation training provided by the S.R.T. Team.
Legal and procedural rules	The Throwbot will only be deployed with the authorization of the Incident or Tactical Commander and will only be deployed for official law enforcement purposes in a manner that respects the privacy of our community and complies with State and Federal Law, including the Fourth Amendment to the U.S. Constitution and Article I, Section 1 of the California Constitution.

Type	**ROBOT**
Description	The 510 PackBot is a remote controlled, tracked, unmanned device used to surveil an area or building before officers enter it. https://www.flir.com
Quantity	Two (2).
Capabilities	The 510 Packbot is equipped with a camera that provides a real time view of its surroundings and an articulating arm that allows it to open doors and move objects.
Cost	No initial cost. Acquired through the Law Enforcement Support Office - LESO/1033 program under 10 USC 2567a.
Purpose	The 510 PackBot enhances the capabilities of officers in tactical situations by allowing them to inspect dangerous situations from a safe distance quickly and safely.
Authorized Use	Only officers who have completed training shall be permitted to operate the robot. Deployment of the robot will be authorized by the Incident or Tactical Commander.
Expected lifespan	2 years.
Fiscal impact	Annual maintenance and battery replacement cost is approximately $1,200.
Training	All robot operators must complete three (3) hours of safe operation training provided by the S.R.T. Team.
Legal and procedural rules	The 510 Packbot will only be deployed with the authorization of the Incident or Tactical Commander and will only be deployed for official law enforcement purposes in a manner that respects the privacy of our community and complies with State and Federal Law, including the Fourth Amendment to the U.S. Constitution and Article I, Section 1 of the California Constitution.

Type	**Armored Rescue Vehicle**

Description	The Bearcat is a, four-wheeled, ballistic armored rescue vehicle manufactured by Lenco in 2003. The vehicle has a door located at the driverside, passengerside and rear of the vehicle. There is one roof opening and seats inside the vehicle. The vehicle is clearly identified with Department markings and equipped with additional lighting, a unit control system, and a police radio. https://www.lencoarmor.com
Quantity	One (1).
Capabilities	The armored vehicle provides ballistic protection from firearms and other projectiles. This vehicle is used for rescue and to transport tactical team members is tactical situations.
Cost	$250,000.00
Purpose	The Bearcat is used for rescue and to transport Department personnel, primarily tactical team members, to designated high-risk law enforcement operations. The armor on this vehicle provides ballistic protection from firearms and other projectiles.
Authorized Use	Only officers who have completed training shall be permitted to operate the Bearcat. Deployment of the Bearcat will be authorized by the Incident or Tactical Commander.
Expected lifespan	5 years.
Fiscal impact	Annual maintenance and fuel cost is approximately $1,500.
Training	All Bearcat operators must complete three (3) hours of safe operations training provided by the S.R.T. Team.
Legal and procedural rules	The Bearcat will only be deployed with the authorization of the Incident or Tactical Commander for rescue and official law enforcement purposes.

Type	**Armored Rescue Vehicle**
Description	The Peace Keeper is a, four-wheeled, ballistic armored rescue vehicle manufactured by Cadillac Gage in the 1980's. The vehicle has a door located at the driverside, passengerside and rear of the vehicle. There is one roof opening and seats inside the vehicle. The vehicle is clearly identified with Department markings and equipped with additional lighting, a unit control system, and a police radio. https://www.militaryfactory.com
Quantity	2
Capabilities	The armored vehicle provides ballistic protection from firearms and other projectiles. This vehicle is used for rescue and to transport tactical team members is tactical situations.
Cost	No initial cost. Acquired through the Law Enforcement Support Office - LESO/1033 program.
Purpose	The Cadillac Gage Ranger is a four-wheeled armored personnel carrier produced by Cadillac Gage, built on a Dodge truck chassis.
Authorized Use	Only officers who have completed training shall be permitted to operate the Bearcat. Deployment of the Bearcat will be authorized by the Incident or Tactical Commander.

Expected lifespan	2 years.
Fiscal impact	Annual maintenance and fuel cost is approximately $500.
Training	All Peacekeeper operators must complete three (3) hours of safe operations training provided by the S.R.T. Team.
Legal and procedural rules	The Peacekeeper will only be deployed with the authorization of the Incident or Tactical Commander for rescue and official law enforcement purposes.

Type	**Command Control Vehicle**
Description	The Field Supervisor Vehicle (2013 Chevrolet, Tahoe) is a special purpose built mobile command post. The vehicle is clearly identified with Department markings and equipped with emergency lighting, a unit control system, rear command post setup, and several police radios.
Quantity	One (1).
Capabilities	The Field Supervisor Vehicle is equipped with radios and area maps to function as a mobile command post during critical incidents and large events.
Cost	$79,000
Purpose	To be used as a mobile command post during specific circumstances, critical incidents, large events, natural disaster, or community event that is taking place.
Authorized Use	The Field Supervisor Vehicle shall be used by officers trained in in its use and in a manner consistent with Department policy and training. Furthermore, only personnel who have completed the Department's driving and operations training will be allowed to drive the the vehicle.
Expected lifespan	5 years.
Fiscal impact	Annual maintenance and fuel cost is approximately $9,000.
Training	The driver shall receive training in the safe handling of the vehicle in accordance with POST Perishable Skills Program (PSP)Driver Training/ Awareness.
Legal and procedural rules	This vehicle is primarily assigned to be driven by those who are designated as the field supervisor.

Type	**Command Control Vehicle**
Description	The Field Supervisor Vehicle (2018 Ford, Explorer) is a special purpose built mobile command post. The vehicle is clearly identified with Department markings and equipped with emergency lighting, a unit control system, command post system, and several police radios.
Quantity	One (1).
Capabilities	The Field Supervisor Vehicle is equipped with radios and area maps to function as a mobile command post during critical incidents and large events.
Cost	$45,000

Purpose	To be used as a mobile command post during specific circumstances, critical incidents, large events, natural disaster, or community event that is taking place.
Authorized Use	The Field Supervisor Vehicle shall be used by officers trained in in its use and in a manner consistent with Department policy and training. Furthermore, only personnel who have completed the Department's driving and operations training will be allowed to drive the the vehicle.
Expected lifespan	5 years.
Fiscal impact	Annual maintenance and fuel cost is approximately $14,000.
Training	The driver shall receive training in the safe handling of the vehicle in accordance with POST Perishable Skills Program (PSP)Driver Training/ Awareness.
Legal and procedural rules	This vehicle is primarily assigned to be driven by those who are designated as the field supervisor.

Type	**Command Control Vehicle**
Description	The Field Supervisor Vehicle (2002 Ford, Expedition) is a special purpose built mobile command post. The vehicle is clearly identified with Department markings and equipped with emergency lighting, a unit control system, command post system, tactical equipment, and several police radios.
Quantity	One (1).
Capabilities	The Field Supervisor Vehicle is equipped with radios and area maps to function as a mobile command post during critical incidents and large events.
Cost	$70,000
Purpose	To be used as a mobile command post during specific circumstances, critical incidents, large events, natural disaster, or community event that is taking place.
Authorized Use	The Field Supervisor Vehicle shall be used by officers trained in in its use and in a manner consistent with Department policy and training. Furthermore, only personnel who have completed the Department's driving and operations training will be allowed to drive the the vehicle.
Expected lifespan	3 years.
Fiscal impact	Annual maintenance and fuel cost is approximately $6,000.
Training	The driver shall receive training in the safe handling of the vehicle in accordance with POST Perishable Skills Program (PSP)Driver Training/ Awareness.
Legal and procedural rules	This vehicle is primarily assigned to be driven by those who are designated as the field supervisor.

Type	**12 Gauge Breaching Munition**

Description	The breaching munition by Royal Arms is a translucent 12-gauge shell loaded with a compressed copper frangible slug. The munition is launched from a designated Department owned shotgun (Remington 870 12-gauge). https://royalarms.com
Quantity	20 rounds
Capabilities	Used to defeat doors, locking mechanisms, and hindges.
Cost	Approximately $150.
Purpose	Used as a method to breach door locks or hinges to quickly gain entry into a structure.
Authorized Use	Only officers who have completed training shall be permitted to operate the Bearcat. Deployment of the Bearcat will be authorized by the Incident or Tactical Commander.
Expected lifespan	2 years.
Fiscal impact	Initial cost of approximately $150.
Training	Designated Department tactical team personnel receive initial and on-going training on the deployment of 12-gauge breaching munitions from a designated Remington 12-gauge Department owned shotgun with a specialized barrel that contains a serrated front edge or standoff ported device. This training generally occurs at the POST certified 80-hour SWAT school and/or at a designated SWAT breaching course. Tactical team personal also receive annual in-house training.
Legal and procedural rules	The 12 Gauge Breaching Munition is primarily a tactical team deployment munition. Department Policy section 404, applicable related Department procedures and the law. Authority to use certain munitions is based on the Department Policy and procedures considering the tactical operation and the law.

Type	**Rifles**
Description	Firearms that are fired from the from the shoulder, having a long spiral grooved barrel to make bullets spin and thereby have greater accuracy over a long distance. HK 416, Colt M4, AR15 rifles.
Quantity	76
Capabilities	To provide precision fire to address a threat with more accuracy than a handgun, particularly at greater distances.
Cost	$2,100 each.
Purpose	To be used as a precision firearm to address a threat with more accuracy than a handgun, particularly at greater distances.
Authorized Use	Only members who have completed P.O.S.T. certified training are authorized to deploy a rifle.
Expected lifespan	10 years.
Fiscal impact	Annual maintenance is approximately $50 for each rifle.

Training	Prior to using a rifle, Officers must be certified by a P.O.S.T. instructor in the operation of the rifle. Additionally, all members that operate the rifle are required to train with it a minimum of two (2) times a year and must pass a bi-annual range qualification.
Legal and procedural rules	Officers will deploy rifles in accordance with Department manual section 305.3.3, and pursuant to State and Federal law regarding the use of force.

Type	**MP5**
Description	MP5 Submachine gun manufactured by Heckler & Koch. https://www.heckler-koch.com
Quantity	9
Capabilities	To provide precision fire with more accuracy than a handgun in confined areas.
Cost	$1,800 each.
Purpose	To provide precision fire to address a threat with more accuracy than a handgun in confined areas.
Authorized Use	Only members who have completed P.O.S.T. certified S.W.A.T. training course are authorized to deploy the MP5.
Expected lifespan	5 years.
Fiscal impact	Annual maintenance is approximately $50 for each firearm.
Training	Designated Department tactical team personnel receive initial and on-going training on theuse of the MP5. This training generally occurs at the POST certified 80-hour SWAT school and Tactical team in-house training.
Legal and procedural rules	Officers will deploy the MP5 in accordance with Department manual section 305.6, 404, and pursuant to State and Federal law regarding the use of force.

Type	**Benelli M1**
Description	The Benelli M1 semi-automatic shotgun is outfitted with a 14.5 inch barrel. https://benelliusa.com
Quantity	3
Capabilities	The shortend barrel provides greater maneuverability in confined areas.
Cost	$1,100 each.
Purpose	To provide precision fire to address a threat with more accuracy than a handgun in confined areas.
Authorized Use	Only members who have completed P.O.S.T. certified S.W.A.T. training course are authorized to deploy the Benelli M1.
Expected lifespan	5 years.
Fiscal impact	Annual maintenance is approximately $50 for each firearm.

Training	Designated Department tactical team personnel receive initial and on-going training on theuse of the MP5. This training generally occurs at the POST certified 80-hour SWAT school and Tactical team in-house training.
Legal and procedural rules	Officers will deploy the Benelli M1 in accordance with Department manual section 305.6, 404, and pursuant to State and Federal law regarding the use of force.

Type	**Remington 870 - 12 Gauge short barrel shotgun**
Description	The Remington 870 - 12 Gauge shotgun is outfitted with a 14 inch barrel. https://www.remarms.com
Quantity	12
Capabilities	The shortend barrel provides greater maneuverability in and out of the confines of the police vehicle.
Cost	$450 each.
Purpose	To provide officers a larger firearm to address a threat with more accuracy than a handgun.
Authorized Use	Only those officers who have been trained in the use of Remington 870 are authorized to use them.
Expected lifespan	$1,500 - Bi-annual firearms training / qualification.
Fiscal impact	Annual maintenance is approximately $50 for each firearm.
Training	Department personnel receive initial and on-going in-house training on the use of the Remington 870 12-gauge shotgun on a bi-annual basis.
Legal and procedural rules	Officers will deploy the Benelli M1 in accordance with Department manual section 305 and pursuant to State and Federal law regarding the use of force.

Type	**Noise Flash Diversionary Device (NFDD)**
Description	An NFDD is a less lethal munition. The NFDD used by the Department is reloadable. The reloadable body is manufacturered by Defense Technology. The NFDD is placed into a metal cylindrical shaped body with ports. The metal cylindrical shaped body can be reused based on the manufacturer's specifications. https://www.defense-technology.com
Quantity	12
Capabilities	A non-bursting, non-fragmenting single use device that produces a loud sound and bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Cost	$50 each.
Purpose	To produce brilliant light and loud sound to momentarily distract a suspect or subject (6-8 seconds), to enhance the officers' ability to safely contact and detain, or arrest.

Authorized Use	Diversionary devices shall only be used by S.W.A.T. Operators who have been trained in their proper use during hostage and barricaded subject situations, high-risk warrant (search/arrest) services where there may be extreme hazards to officers, or during other high-risk situations where their use would enhance officer and community safety.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Prior to use, S.R.T. Operators must attend diversionary device training that is conducted by the manufacturer or P.O.S.T. certified instructors.
Legal and procedural rules	The Department will only utilize diversion devices for official law enforcement purposes, pursuant to State and Federal law regarding the use of force.

Type	**Noise Flash Diversionary Device (NFDD)**
Description	The 7290-9-Flash Bang NFDD is a less lethal munition which delivers nine noise and flash diversions on deployment. The 9-Bang NFDD used by the Department is manufacturered by Combined Tactical Systems. The NFDD has a multi-bang feature placed into a metal cylindrical shaped body with ports. https://www.combinedsystems.com
Quantity	12
Capabilities	A non-bursting, non-fragmenting single use device that produces a loud sound and bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Cost	$1,859 per quantity of 12.
Purpose	To produce brilliant light and loud sound to momentarily distract a suspect or subject (6-8 seconds), to enhance the officers' ability to safely contact and detain, or arrest.
Authorized Use	Used by SRT during rescue and high risk tactical situations.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Prior to use, S.R.T. Operators must attend diversionary device training that is conducted by the manufacturer or P.O.S.T. certified instructors.
Legal and procedural rules	The Department will only utilize diversion devices for official law enforcement purposes, pursuant to State and Federal law regarding the use of force.

Type	**Pepperball Launcher**
Description	High-capacity, semi-automatic launcher designed to launch less than lethal PepperBall projectiles which contain PAVA. PAVA, is an organic compound and a capsaicinoid. Pepperball is for direct impact and area saturation. https://www.pepperball.com
Quantity	Two (2).

Capabilities	The pepperball launcher is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles. The pepperball launcher utilizes a hopper feed system contain the projectiles.
Cost	$600 each.
Purpose	To de-escalate a situation and lower the potential for the use of lethal force. Situations for use of the less lethal weapon systems may include, but are not limited to, dangerous and/or combative individuals, riot and civil unrest incidents, circumstances where a tactical advantage can be obtained, and potentially vicious animals.
Authorized Use	Only those officers who have been trained in the use of PepperBall launchers are authorized to use them.
Expected lifespan	5 years.
Fiscal impact	Annual maintenance is approximately $50 for each PepperBall launcher.
Training	Sworn members utilizing PepperBall launchers and projectiles are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy the PepperBall launcher in compliance with Department Manual Section 302.7.2 and pursuant to State and Federal law, including those regarding the use of force and in compliance with Penal Code section 13652.

Type	**Chemical Agent and Smoke Canisters**
Description	CS gas, OC, and smoke are encased in metal devices by the manufacturer Defense Technology. CS gas, smoke and OC devices are clearly marked and the manufacturer has developed different models which vary in size and method of disbursement. Detailed information on these products is available on the manufacturer's internet site. Smoke is not a CS gas, or OC product. https://www.defense-technology.com
Quantity	24
Capabilities	Chemical agent canisters provide a high volume, continuous burn it expels its payload in approximately 20-40 seconds.
Cost	$47 each.
Purpose	High volume, continuous burn it expels its payload in approximately 20-40 seconds. CS, OC, and smoke munitions are primarily used by Department tactical team members for tactical operations. This supply is primarily maintained for tactical purposes related to high risk, barricade and/or mobile field force situations. Smoke can also be used for concealment purposes during tactical operations.
Authorized Use	Only officers who have received training from the manufacturer or P.O.S.T. certification in the use of chemical agents are authorized to use them.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.

Training	Sworn members utilizing chemical agent canisters must be certified by P.O.S.T. less lethal and chemical agent instructors.
Legal and procedural rules	Officers will only deploy chemical agents in compliance with Department manual section 302.6 and pursuant to State and Federal law, including those regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm Launcher - Single**
Description	The 40 mm LMT launcher by Defense Technology is a lightweight single shot 40 MM launcher. The launcher comes equipped with a picatinny rail mounting system with a bead sight which will accept a wide array of enhanced optics or sighting systems. A sling can be applied and used for carrying purposes. https://www/defense-technology.com
Quantity	21
Capabilities	The 40 mm LMT launcher is used to deploy less than lethal munitions for de-escalation of force.
Cost	$914 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	10 years.
Fiscal impact	Annual maintenance is approximately $20 for each launcher.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.9 and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm Launcher - multi-shot**
Description	The 40 mm multi-shot is capable of firing six rounds of munitions. The 40 mm multi-shot launcher is manufactured by Penn Arms. The launcher comes equipped with a picatinny rail mounting system with a bead sight which will accept a wide array of enhanced optics or sighting systems. A sling can be applied and used for carrying purposes. https://www.pennarms.com
Quantity	1

Capabilities	The 40 mm launcher is used to deploy less than lethal munitions for de-escalation of force.
Cost	$1,500
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals,
Expected lifespan	10 years.
Fiscal impact	Annual maintenance is approximately $20 for each launcher.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.9 and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - Exact Impact munition**
Description	The Exact Impact 40 mm round is a less than lethal munition manufactured by Defense Technology. The projectile has a round plastic body and a blue colored sponge nose. https://defense-technology.com
Quantity	100
Capabilities	Minimum Safe Range 5 ft / 1.5 m Maximum Effective Range 131 ft / 40 m
Cost	$19.25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintainence.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.9 and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - GREEN Direct Impact munition**

Description	The 40 mm - Green crushable foam marking round is a less than lethal munition manufactured by Defense Technology. The projectile has a round plastic body and a green colored crushable foam nose. https://defense-technology.com
Quantity	5
Capabilities	Minimum Safe Range 5 ft / 1.5 m Maximum Effective Range 131 ft / 40 m
Cost	$19.25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintainence.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.9 and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - ORANGE Direct Impact munition / OC**
Description	The 40 mm - Orange crushable foam marking round with OC chemical agent is a less than lethal munition manufactured by Defense Technology. The projectile has a round plastic body and a orange colored crushable foam nose. https://defense-techology.com
Quantity	10
Capabilities	Minimum Safe Range 5 ft / 1.5 m Maximum Effective Range 131 ft / 40 m
Cost	$25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.

Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.7, 302.9, and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - BLUE Direct Impact munition / CS**
Description	The 40 mm - Blue crushable foam marking round with CS chemical agent is a less than lethal munition manufactured by Defense Technology. The projectile has a round plastic body and a blue colored crushable foam nose. https://www.defense-technology.com
Quantity	10
Capabilities	Minimum Safe Range 5 ft / 1.5 m Maximum Effective Range 131 ft / 40 m
Cost	$25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.6, 302.9, and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - Ferret CS delivery munition**
Description	Defense Technology, Ferret 40MM Liquid Barricade Penetrator Round. https://www.defense-technology.com
Quantity	22
Capabilities	A less than lethal 40MM round used to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small amount of chemical agent inside of a structure or vehicle. In a tactical deployment situation, the 40MM Ferret is primarily used to dislodge barricaded subjects from confined areas.
Cost	$23 each.

Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.6 and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - Aerial Warning / Signal**
Description	The 40 mm aerial Warning/Signaling munitions is a less than lethal munitions designed to produce a flash of light and sound. https://www.defense-technology.com
Quantity	10
Capabilities	The 40mm aerial Warning/Signaling munitions are less than lethal munitions designed to produce 170 dB of sound, and 5 million candelas of light. Each munition is manufactured to deflagrate at a set distance and altitude and has the option of delivering irritant payloads.
Cost	$25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.10, 404, and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - Aerial Warning / Signal / OC**

Description	The 40 mm aerial Warning/Signaling munitions are less than lethal munitions designed to produce a flash of light and sound. This munition delivers OC irritant. https://www.defense-technology.com
Quantity	10
Capabilities	The 40mm aerial Warning/Signaling munitions are less than lethal munitions designed to produce 170 dB of sound, and 5 million candelas of light. Each munition is manufactured to deflagrate at a set distance and altitude and has the option of delivering irritant payloads.
Cost	$25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.7, 302.8, 302.9, 302.10, 404, and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**40 mm - Aerial Warning / Signal / CS**
Description	The 40 mm aerial Warning/Signaling munitions are less than lethal munitions designed to produce a flash of light and sound. This munition delivers CS irritant. https://www.defense-technology.com
Quantity	8
Capabilities	The 40mm aerial Warning/Signaling munitions are less than lethal munitions designed to produce 170 dB of sound, and 5 million candelas of light. Each munition is manufactured to deflagrate at a set distance and altitude and has the option of delivering irritant payloads.
Cost	$25 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.

Training	Sworn members utilizing 40 mm launcher to deploy less than lethal chemical agents or impact rounds are trained in their use by the manufacturer or P.O.S.T. certified less lethal and chemical agent instructors.
Legal and procedural rules	Officers will deploy 40 mm impact and chemical agents in compliance with Department manual section 302.7, 302.8, 302.9, 302.10, 404, and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

Type	**12 gauge - Bean bag round.**
Description	The bean bag round is a less than lethal munition designed to be fored directly specifically targeted zones. The bean bag round is manufactured by Defense Technology. The translucent 12- gauge shell loaded with a 40-gram, tear shaped bag made from cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails. The round utilizes a smokeless powder as the propellant. The munition is launched from a designated Department owned shotgun (Remington 870 12-gauge). https://www.defense-technology.com
Quantity	150
Capabilities	The 12 gauge - Bean bag round is a less than lethal direct fire kinetic energy projectile.
Cost	$5 each.
Purpose	To limit the escalation of conflict and to decrease the potential use of lethal force.
Authorized Use	Examples of situations where less lethal weapon systems may include but are not limited to: Dangerous and/or combative individuals, barricaded suspects, and aggressive animals.
Expected lifespan	5 years.
Fiscal impact	No annual maintenance.
Training	Sworn members utilizing less than lethal 12 gauge - Bean bag round are trained in their use by the manufacturer or P.O.S.T. certified less lethal instructors.
Legal and procedural rules	Officers will deploy the 12 gauge - Bean bag round in compliance with Department manual section 302.9 and pursuant to State and Federal Law regarding the use of force and in compliance with Penal Code section 13652.

ATTACHMENT 2
Text of AB481

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

Chapter 12.8. Funding, Acquisition, and Use of Military Equipment

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) "Military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) "Type" means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

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City Council Staff Report

DATE: May 18, 2022

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council

FROM: Kelly Gordon, Chief of Police

SUBJECT: Authorize the execution of an agreement with Endeavor Advanced Solutions for the Facilities Security and Surveillance Project, Phase II

RECOMMENDATION:

It is recommended that the City Council Consider:

1. Authorizing the City Manager to execute an agreement with Endeavor Advanced Solutions of Long Beach, in a form approved by the City Attorney, to install two hundred and forty-eight (248) Verkada cameras, associated networks, and electrical services at the various designated sites for $770,000.00;
2. Authorizing staff to utilize the remaining $56,350.14 of the appropriated budget, as a contingency for expenses related to the Facilities Security and Surveillance Project ; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park's current security surveillance system is an antiquated patchwork of cameras from various vendors and not currently meeting the security needs of the City. Many of the city owned properties and facilities do not have security camera coverage.

BACKGROUND:

The City of Monterey Park utilizes various security surveillance systems, and the system is in dire need of an upgrade. Much of the security surveillance system was installed when City Hall was constructed in 1980. The system is outdated and obsolete. The video output of the current system is grainy and lacks critical detail that is necessary to adequately add in providing data for investigations.

On December 1, 2021, Phase I of the Facilities Security and Surveillance Project was approved, which included the purchase of two hundred and forty-eight (248) Verkada security system cameras through Relevant-IT for the designated thirty-two (32) sites throughout the city. The City has received the Verkada cameras and the associated hardware. The City contracted with Relevant-IT to assist staff in the implementation of Phase II. Relevant-IT provides technical expertise, project management and assisted in vetting the bidders of the project.

The City solicited bids to select a Verkada certified installer for Phase II of the project. On April 29, 2022, two (2) sealed proposals were received as follows:

VENDOR	AMOUNT
Endeavor Advanced Solutions	$770,000.00
LA Wireless DBA Wifi Hotshot	$1,086,532.00

Staff reviewed the proposal submitted by the apparent lowest responsible/qualified vendor and recommends the award of the contract to Endeavor Advanced Solutions of Long Beach, CA in the amount of $770,000 for the installation of two hundred and forty-eight (248) Verkada cameras at thirty-two (32) designated sites throughout the city, associated networks, and electrical services. Endeavor Advanced Solutions currently provides similar services to other public agencies. Endeavor Advanced Solutions references have been checked and verified; their work has been deemed satisfactory.

FISCAL IMPACT:

$1,700,000.00 was already approved and appropriated to this project (Project No. 53001). Phase I of the project included the purchase of two hundred and forty-eight (248) cameras and associated hardware totaling $826,649.86. The City contracted with Relevant-IT to assist staff in the implementation of Phase II for $47,000.00. If approved, $770,000.00 will be encumbered for the installation and implementation of the cameras. The remaining $56,350.14 of the appropriated funds is requested to be allocated as a contingency for expenses related to the Facilities Security and Surveillance Project.

Respectfully submitted by:

Kelly Gordon
Chief of Police

Reviewed by:

Martha Garcia
Director of Manager Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT(S):

1. Endeavor Advanced Solutions Bid Proposal
2. LA Wireless DBA Wifi Hotshot Bid Proposal

ATTACHMENT 1
Endeavor Bid Proposal

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: Endeavon Advanced Solutions

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within **ten working days** after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

NO.	ITEM DESCRIPTION	Unit Price	Extended Price
1	Professional Services – Fixed Fee to mount 14 new interior cameras, 129 new exterior cameras, replace 58 existing interior cameras, replace 47 existing exterior cameras, add 59 electric outlets at select locations, add network infrastructure as required per plans and specifications, provision and test all cameras with on-board storage. Set up designated viewing stations per plans and specifications. 2 cameras at the PD location are for ALPR use. Provide CAD drawings and as-builts with full documentation. Acceptance Testing and functional testing for camera recording and performance.		
2	Category 6 Outdoor Cable with connectors for 115 cameras (as required at select locations)		
3	Category 6 plenum rated interior camera (as required at select locations) with connectors for 41 cameras		
4	Patch panels as required for IDF installation for new interior cameras at select locations Patch Cables as required for new interior cameras at select locations. At the City Hall/PD, 52 of the cameras are being replaced and existing patch panels can be used.		
5	Rigid Conduit for exterior cameras at select locations		
6	59 (qty) single gang electrical outlets at select locations per plans and specifications		
7	42 (qty) Outdoor Nema Enclosures, 20x16x10, ventilated and locking type (including lock)		
8	13 (qty) 4G LTE Modems with 3 years of service (select locations)		
9	28 (qty) Interior 8 port network switches providing standard POE power (managed) additional ports at Contractor's discretion		
10	38 (qty) Ruggedized 4 port network switches providing standard POE power (managed) additional ports at Contractor's discretion.		
11	39 (qty) 5GHz Outdoor Wireless Radios configured as P2P configuration, however, some serve as P2MP, per plans and specifications.		
12	134 (qty) additional mounts and accessories including 3' camera masts, pole mount kits, building mount kits, per site requirements		
13	42 grounded 6 outlet power strips or like kind for locations requiring enclosures		
14	Misc. hardware, sealants, caulk, consumables		
TOTAL BASE BID AMOUNT IN NUMBERS			

FOR REFERENCE ONLY
USE ELECTRONIC BID WORKSHEET

TOTAL BASE BID AMOUNT IN WORDS Seven Hundred Seventy thousand Dollars

DOLLARS

TOTAL BASE BID AMOUNT IN NUMBERS $ 770,000.00

Endeavor Advanced Solutions
Bidder (Company Name)

Authorized Signature

President
Title

The low bid will be established based on the "Base Bid". Any "Additive Alternate" bid items must also be filled out, but will not be taken into account in determining the lowest responsible bidder, but may be awarded to the awardee at the sole and complete discretion of the City as part of the performance of the contract.

- The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.
- All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.
- The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.
- A bid is required for the entire work. The quantities set forth in the Bid Schedule will be used to calculate total bid amount. The final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: Gold Coast Electric Address: 5739 Kanan Rd 611, 91301 Tel: (818) 518-8271	Electrical	$ 50,000
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$_____

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum 1 Public and 2 Private Entities for which BIDDER has performed similar work with Verkada technology within the past three years.

Reference 1		
Client Reference: Compton Unified	Project Name and Brief Description: Design & Install Verkada CCTV System Maintenance Yard	
Contact Name and Title: ~~Verkada Account~~ Nate		
Tel: (562) 884-5182 E-mail: NHolt@Compton.K12.ca.us	Contract Value: $ 75,000	Year Completed: 2021

Reference 2		
Client Reference: Santa Monica College	Project Name and Brief Description: CCTV & ACS Installation and Maintence	
Contact Name and Title: Don Royas PM		
Tel: (818) 648-4963 E-mail: Royas_Don@Smc.edu	Contract Value: $ 2,000,000	Year Completed: 2020

Reference 3		
Client Reference: Port of Long Beach	Project Name and Brief Description: [redacted] CCTV System Install & Maintence	
Contact Name and Title: Gary Texiera		
Tel: 562-519-3211 E-mail: Gary.Texiera@polb.com	Contract Value: $ 1,000,000	Year Completed: 2019

Reference 4		
Client Reference: Long Beach PD	Project Name and Brief Description: ALPR Camera System	
Contact Name and Title: Giovanni Sengi		
Tel: 562-283-7831 E-mail: giovanni.sengi@LBPD.gov	Contract Value: $ 1,000,000	Year Completed: 2018

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: Steve Rayens

Date of Inspection: 4/5/22

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 3/17/22

Addendum No. 2 Dated 3/22/22

Addendum No. 3 Dated 4/12/22

Addendum No. 4 Dated 4/12/22

Addendum No. 5 Dated 4/20/22

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: Endeavor Advanced Solutions

Authorized Signature: [signature]

Name and Title: Steve Rogers President

Date: 4/11/22

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the President of Enderson Advanced Solutions, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: Enderson Advanced Solutions

Authorized Signature:

Name and Title: Steve Rayes President

Date: 4/27/22

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been Yes **has been** NO (**indicate YES or NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been YES** explain the circumstances below:

Bidder's Name: Enderson Advanced Systems

Authorized Signature: [signature]

Name and Title: Steve Rogers, President

Date: 4/27/22

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been Yes **has been** No (**indicate YES or NO** after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: Endeavor Advanced Solutions

Authorized Signature:

Name and Title: Steve Rayes President

Date: 4/27/22

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been Yes **has been** No (**indicate YES or NO** after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: Enderson Advanced Solutions

Authorized Signature:

Name and Title: Steve Rogers President

Date: 4/27/22

BIDDER INFORMATION

Bidder's Name: Endeavor Advanced Solutions

Address: 1514 Calle Artigas, TO, CA 91360

Form of Legal Entity: S-Corps

If a Corporation, State of Incorporation: California C3407776

State Contractor's Class and License No.: C-7 980659

Contact Person Information:

Name: Steve Rogers Title: President

E-mail: steve@endeavorAS.com Tel: 747-444-7963

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

N/A

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

N/A

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

Previous contract performance history:

Was any contract terminated previously: NO

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 27 day of April, 2022

BIDDER

Endeavor Advanced Solutions
1519 Calle Artigas
Thousand Oaks, CA 91360

Subscribed and sworn to this 27 day of April, 2022

NOTARY PUBLIC SEE ATTACHED

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the Document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 27 day of APRIL (Month), 2022, by STEVE ROGERS (Name of Signer (1)) and _____ (Name of Signer (2)), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Signature of Notary Public

06/16/2023
Commission Expires

JEREMY ALLAN SCHWARTZ
Notary Public - California
Los Angeles County
Commission # 2293525
My Comm. Expires Jun 16, 2023

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

BIDDERS PROPOSAL

Containing 13 pages, and dated 4/27/2022

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
X Form(s) of identification __credible witness(es)

Notarial event is detailed in notary journal on:

Page#_____ Entry#_____

Notary contact:_____

Other:

_____

__Affiant(s) Thumbprint(s) ___ Describe:_____

_____

ATTACHMENT 2
LA Wireless Bid Proposal

WIFI HOTSHOTS
YOUR HOTSPOT EXPERTS

23890 Copper Hill Drive #148
Valencia, CA 91354
www.wifihotshots.com

March 28, 2022

Anthony Bendezu
Contract Project Engineer/Manager
City of Monterey Park
City Hall
320 W. Newmark Ave.
Monterey Park CA 91754

Re: City Wide Public Safety Deployment, Specification No. 2022-001, Quest Project #8141392.

Dear Mr. Bendezu,

WIFI HOTSHOTS is pleased to respond to the City's request to design a cost proposal to provide equipment services of the associated hardware and software licenses as required to facilitate a complete "turn-key" system at all city designated sites. WIFI HOTSHOTS is Minority Owned Small Business that employs Veterans. We have experience in design and engineering services for implementing network upgrades, wireless, and other technology projects for many larger VARs and public sector customers. We currently support ATT in many wireless efforts for the San Diego school district and San Diego Metropolitan Transit System. We deployed similar projects to this for LAUSD ERATE years 3-12 and for City of Stockton. We hold partnerships with multiple technology partners such as Cisco, Meraki, HP Aruba, Ruckus, Extreme, Ekahau, Verkada and Cradlepoint.

We partner with Oasis Integration for our cabling contractor. Oasis Integration is a Minority and Women owned small business that also employs minorities. Oasis Integration has extensive experience in CCTV and network deployments for multiple customers including Los Angeles County.

RE: City Wide Public Safety Deployment, Specification No. 2022-001, Quest Project #8141392

1. SCOPE OF WORK

   WIFI HOTSHOTS has provided the cost in this response for the work in accordance with Quest Project #8141392, which defines the scope of work. The project will follow the install guidelines as laid out in the RFP document. The City and WIFI HOTSHOTS will develop and agree to the design plan for this technology project upon award. The cost estimate shall be adjusted, if needed to reflect the agreed to design plan after which, the cost will be a "not to exceed price" and will be documented in the design Notice to Proceed. Final test and acceptance plan may be further refined after bid award.

2. DELIVERABLES

WIFI HOTSHOTS deliverables in this case is the work plan including Section C – Bidder's Proposal, construction documents, and other elements per Specifications No, 2022-001 scope of work documents (general and site-specific) provided in the pricing request. As noted therein, BOM shall conform) and the design .

3. PROJECT SCHEDULE

Project Schedule will be provided after award.

4. FEE SCHEDULE

Price: $1,086,273.80

See cost sheet for details.

CCTV Public Safety Cost Sheet

				Base Bid	$1,086,273.80
Optional Support Services					
Year Two Support With PM		1	$ 331,730.00	$ 331,730.00	
Year Three Support With PM		1	$ 364,103.00	$ 364,103.00	
Year Four Support With PM		1	$ 382,550.00	$ 382,550.00	
Year Five Support With PM		1	$ 410,501.00	$ 410,501.00	

Thank you for the opportunity to provide this proposal. Please feel free to contact me directly with any questions at estewart@wifihotshots.com or 661-350-1866.

Sincerely,

Eric Stewart
CEO
WIFI HOTSHOTS

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: WiFi HotShots

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within **ten working days** after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

NO.	ITEM DESCRIPTION	Unit Price	Extended Price
1	Professional Services – Fixed Fee to mount 14 new interior cameras, 129 new exterior cameras, replace 58 existing interior cameras, replace 47 existing exterior cameras, add 59 electric outlets at select locations, add network infrastructure as required per plans and specifications, provision and test all cameras with on-board storage. Set up designated viewing stations per plans and specifications. 2 cameras at the PD location are for ALPR use. Provide CAD drawings and as-builts with full documentation. Acceptance Testing and functional testing for camera recording and performance.		
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11	39 (qty) 5GHz Outdoor Wireless Radios configured as P2P configuration, however, some serve as P2MP, per plans and specifications.		
12	134 (qty) additional mounts and accessories including 3' camera masts, pole mount kits, building mount kits, per site requirements		
13	42 grounded 6 outlet power strips or like kind for locations requiring enclosures		
14	Misc. hardware, sealants, caulk, consumables		
TOTAL BASE BID AMOUNT IN NUMBERS			

USE FOR REFERENCE ONLY
ELECTRONIC BID WORKSHEET

TOTAL BASE BID AMOUNT IN WORDS _____

one million sixty thousand twenty-one and ninety-one DOLLARS

TOTAL BASE BID AMOUNT IN NUMBERS $ 1,060,021.91

WiFi HotShots
Bidder (Company Name)

Eric Stewart
Authorized Signature

President
Title

The low bid will be established based on the "Base Bid". Any "Additive Alternate" bid items must also be filled out, but will not be taken into account in determining the lowest responsible bidder, but may be awarded to the awardee at the sole and complete discretion of the City as part of the performance of the contract.

- The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.
- All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.
- The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.
- A bid is required for the entire work. The quantities set forth in the Bid Schedule will be used to calculate total bid amount. The final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: Oasis Integration Address: 1139 Westminster Ave #N Alhambra, California 91803 Tel: 800 335 2720	Cabling and electrical installation	$ 375,921.59
Name: N/A Address: N/A Tel: N/A	N/A	$ N/A
Name: N/A Address: N/A Tel: N/A	N/A	$ N/A
Name: N/A Address: N/A Tel: N/A	N/A	$ N/A
Name: N/A Address: N/A Tel:	N/A	$ N/A
Name: N/A Address: N/A Tel: N/A	N/A	$ N/A
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		**$** 375,921.59

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum 1 Public and 2 Private Entities for which BIDDER has performed similar work with Verkada technology within the past three years.

Reference 1		
Client Reference City of Stockton Contact Name and Title Erie Luces / Network Manager	Project Name and Brief Description City wide CCTV Project using Ubiquiti P2MP to provide local PD access to view feeds from high priority areas while insquad cars and dispatch.	
Tel: 209 937 7061 E-mail: Erie.Luces@ci.stockton.ca.us	Contract Value: $ ~900K	Year Completed: 2010

Reference 2		
Client Reference San Diego Metropolitan Transit System Contact Name and Title Ernesto Garcia / Network Manager	Project Name and Brief Description Design and implementation in the main trolley and bus yards of a wireless network for video offload from the the busses and trains The busses and trains utilize a variety of client endpoints including cradlepoint devices.	
Tel: 619 481 2109 E-mail: Ernesto Garcia / Network Manager	Contract Value: $ 512,677.00	Year Completed: 2020

Reference 3		
Client Reference Resmed Contact Name and Title Jim Mahilik / Network Manger	Project Name and Brief Description Global wireless infrastucture re-design, deployment, implementation and support of critical locations in California, Atlanta, Singapore, and Australia.	
Tel: 858 518 0514 E-mail: Jim.Mihalik@Resmed.com	Contract Value: $ 450k	Year Completed: 2021

Reference 4		
Client Reference LA County / For Oasis Integration Contact Name and Title Public Record / Not Allowed to Share	Project Name and Brief Description • DIVISION 27 LOW VOLTAGE STRUCTURED CABLING CONSISTING OF 488 CAT.6 CABLES, PATHWAYS , TERMINATIONS, ENCLOSED APC DATA RACKS, CABLE TRAY FOR CABLING, LABELING, STING AND CERTIFYING. • Division 28 Sielox Access control system, software, server, card readers and door hardware for 14 exterior/interior doors. • DVtel/Flir IP camera system with Server and VMS software , Cisco POE switches, 17 DVtel Quasar dome exterior/interior cameras with wall brackets. • .Alphone master intercom 3 station system with door release. • Bogen paging system with ceiling speakers and paging AMPS. • Extron Audio Video systems for Conference rooms.	
Tel: Public Record / Not Allowed to Share E-mail: Public Record / Not Allowed to Share	Contract Value: $ 469,960.31	Year Completed: 2016

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: Ryan Gilbert

Date of Inspection: 4/22/2022

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 3/17/2022

Addendum No. 2 Dated 3/22/2022

Addendum No. 3 Dated 4/12/2022

Addendum No. 4 Dated 4/12/2022

Addendum No. N/A Dated N/A

Addendum No. N/A Dated N/A

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: WiFi HotShots

Authorized Signature: Eric Stewart

Name and Title: Eric Stewart, President

Date: Apr 28, 2022

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the President of WiFi HotShots, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: WiFi HotShots

Authorized Signature: Eric Stewart

Name and Title: Eric Stewart, President

Date: Apr 28, 2022

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been Yes **has been** No (**indicate YES or NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been YES** explain the circumstances below:

Bidder's Name: WiFi HotShots

Authorized Signature: Eric Stewart

Name and Title: Eric Stewart, President

Date: Apr 28, 2022

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been Yes **has been** No (**indicate YES or NO** after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: WiFi HotShots

Authorized Signature: Eric Stewart

Name and Title: Eric Stewart, President

Date: Apr 28, 2022

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been Yes **has been** No (**indicate YES or NO** after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: WiFi HotShots

Authorized Signature: Eric Stewart

Name and Title: Eric Stewart, President

Date: Apr 28, 2022

BIDDER INFORMATION

Bidder's Name: WiFi HotShots

Address: 23890 Copper Hill Drive, Valencia, CA 91354

Form of Legal Entity: LLC

If a Corporation, State of Incorporation: California

State Contractor's Class and License No.: PW-LR-1000786521

Contact Person Information:

Name: Eric Stewart Title: President

E-mail: EStewart@WiFiHotShots.com Tel: 661 350 1866

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

Eric Stewart, President, 44128 Ruthron Ave. Lancaster 93536 / 661 350 1866

David Caren, CFO, 23890 Copper Hill Drive #283, Valencia 91354 / 310 995 2597

Steven Madick, COO, 2205 Ashland Ave. Santa Monica 90405 / 661 212 4091

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

Eric Stewart Personal chapter 13 filed 4/20/2017 - Successful repayment and discharge on 8/31/2021 all debts paid in full.

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

LA Wireless LLC, DBA WiFi HotShots

N/A

Previous contract performance history:

Was any contract terminated previously: No

If the answer to the above is "yes", provide the following information:

Contract/project name and number: N/A

Date of termination: N/A

Reason for termination: N/A

Owner's name: N/A

Owner contact person and tel. no.: N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this N/A day of N/A, 20N/A

BIDDER N/A

N/A

N/A

N/A

Subscribed and sworn to this N/A day of N/A, 20N/A

NOTARY PUBLIC N/A

PROPOSAL GUARANTEE

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that N/A, as BIDDER, AND n/a, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of N/A **($ N/A)** dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **CITY WIDE CCTV PUBLIC SAFETY DEPLOYMENT, SPECIFICATIONS NO. 2022-001** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this N/A day of N/A, 20 N/A

SIGNED AND SEALED this N/A day of N/A, 20 N/A

N/A	N/A
PRINCIPAL	SURETY
PRINCIPAL's MAILING ADDRESS:	**SURETY's MAILING ADDRESS:**
23890 Copper Hill Drive	N/A
#148	N/A
Valencia, CA 91354	N/A

NOTE: All signatures shall be acknowledged by a notary public.

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of **($106,002.19)** dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **CITY WIDE CCTV PUBLIC SAFETY DEPLOYMENT, SPECIFICATIONS NO. 2022-001** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: WiFi HotShots

Authorized Signature: Eric Stewart

Name and Title: Eric Stewart, President

Date: Apr 28, 2022

--END OF SECTION—

Verkada Deployment Best Practice Test Guide

This guide covers ways to solve and prevent installation challenges by presenting a best-practice deployment approach in the field. It also suggests a simple process intended to mitigate costs and complexities related to post-install troubleshooting.

Preparing Command for Install

Checks: Pass Fail

* Create an Organization and set up the Command account to confirm all devices are working and to provide a support access token at the request of Verkada Technical Support.
* Each camera needs to be added to the organization prior to installation using the order number which can be found on the packing slip or in the order confirmation email.
* A solid blue status light on the front of the camera will indicate that it is connected, recording, and transmitting video.

Preparing the network

Before installing a Verkada system, the network environment needs to support the following protocols and services:

Checks: Pass Fail

* DHCP: Must be present on the LAN to provide the cameras with an IP address, default gateway, subnet mask, and DNS servers.

* DNS: Cameras use the Domain Name System to resolve Verkada URLs to their associated IP addresses.
* HTTPS: Cameras communicate with Verkada Command using HTTPS over TCP port 443
* NTP: Is used to sync the camera time so footage timestamps are correct. The correct time is also required for HTTPS to work

Cable Integrity: Cable termination, interconnects, distance, and bends must all be taken into account.

Power Budgeting: Verify that the network switch has enough PoE power to support all of the connected cameras at full power draw. Each switch port should be able to supply the maximum amount of power required by the camera.

Staging cameras before installation

Staging involves confirming the devices function correctly **before** they are installed at their intended locations.

Stage devices as follows:

Checks: Pass Fail

1. Connect each device to a designated PoE switch
2. Allow the device to check-in to the Command portal and update
   a). If the device does not check in or update in 30 minutes trouble shooting is required.
3. Verify video feed in Command
4. Make sure history is being populated in Command

Installing cameras

When installing cameras be sure to take into account image quality during the day and the night when determining orientation and placement. Use the Verkada Command Mobile App during the installation process. Verifye the camera stream on a mobile device which will allow more accurate placement and orientation of the device when installing it in its final location.

Checks:

If IRs are reflected or obstructed they will cause glare in the image in night mode

* Ensure the IRs are not facing a white or reflective surface
* Ensure the IRs are not obstructed by camera housing
* Make sure outdoor cameras have a water-tight seal.
* Confirm the cable gland is properly secured and the seal is properly tightened

Pass Fail

* Make sure the desiccant pack is installed inside the camera case to prevent condensation build-up
* Do not remove the plastic film on the camera dome until the camera has been properly installed and positioned on location.
* Do not touch the inside or outside of the camera dome because it will get fingerprints that cause glare when the IR illuminators come on.
* If the plastic cover is removed, wipe down the dome with a microfiber cloth and rubbing alcohol to remove grime and fingerprints

Finalizing the deployment

This means demonstrating that the client has access to all of the devices they purchased and that the devices are fully functional. Complete the checks below to demonstrate that the installation was successful before leaving the site.

Checks:

* Make sure the plastic film is removed from all the camera domes
* Make sure at least two customer users are added as org admins and site admin for all sites

Pass Fail

* Confirm the customer access to the support page so they can leverage Verkada Technical Support if needed
* Check with the customer to confirm the expected number of cameras are added to Command
* Verify IR glare is not present at night
* Check with the customer to confirm each camera is live streaming in HD, SD, local streaming, and recording history as expected. Once it is confirmed that all the cameras are working and accessible, have the customer remove the installation account from their org if the management of the account is to be performed by others and not the installation company.

*Confirm the customer access to the support page so they can leverage Verkada Technical Support if needed

City Council Staff Report

DATE: May 18, 2022

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council

FROM: Ron Bow, City Manager & Director of Emergency Services
Karl H. Berger, City Attorney

SUBJECT: Adopt a Resolution Confirming and Extending a Local Emergency for the Goodviews Abatement Project ("GAP")

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution confirming and extending a local emergency for the GAP; and

2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On May 4, 2022, the Citiy Council adopted various resolutions to, among other things, recover a portion of the City's costs associated with implementing the Goodviews Abatement Project ("GAP"). Representatives of the property owner, Center Int'l Investments, Inc. ("CII"), provided public comment during that meeting. Those comments were, at best, misleading and, at worst, outright fabrications.

While the City Council is well-aware of the actual history regarding the GAP, we thought it prudent for the matter to be fully within the public record, i.e., the City Council's meeting agenda, and to be posted on the City's dedicated GAP website. Additionally, such comprehensive information also gives the City Council an opportunity to extend the local emergency related to the GAP – which it first made by resolution last June and then extended in April – pursuant to California law. This reporting requirement was suspended during the statewide declaration of emergency implemented by the Governor in 2020. Now, however, the reporting and extension requirements resumed following the City Council's termination of a local emergency related to the COVID-19 Pandemic in April.

BACKGROUND:

The draft resolution, and its attachments, provides the City Council and public with comprehensive information justifying the continuation of the GAP and the related emergency powers. This action was not undertaken lightly nor hastily. Rather, the documents demonstrate a judicious exercise of the City's (along with the City Manager's

and City Attorney's) police powers under California law. Despite the City Council's good faith efforts to assist the property owner with abating the public nuisance on its hillside – by separately approving the Plan A residential development (upon a 3-2 vote) – the property owner consistently failed to fulfill its legal obligations as to hillside stabilization.

Notably, after the City undertook the GAP on behalf of the People of the State of California (i.e., the plaintiff that brought the 2015 law enforcement action against the property owner), the City's project team determined that the various plans and specifications submitted by the property owner were useless. As summarized by Mr. Chris Conkle's declaration (which is included in Attachment 1 to the draft resolution),

> "construction plans submitted by CII **cannot be used**, and the City, or anyone who would be seeking to construct the hillside stabilization, must effectively start over with engineering and construction plans for this hillside stabilization." (Emphasis added).

This is just but one – but crucial – example of CII's failure to meet its legal obligations and supports the City Council's decision in June 2021 to delegate emergency authority to the City Manager and City Attorney. That need continues as the City is implementing the GAP with all practical speed. It is anticipated that all hillside stabilization resulting from the GAP will be completed by the end of 2022.

FISCAL IMPACT:

There is no direct fiscal impact from adopting this resolution. The projected total cost for the GAP is uncertain but is calculated to exceed $14M. The City Council already commenced lien proceeding to recover its ongoing costs. It also has secured deeds of trust on two properties owned by CII recently re-appraised at a total of approximately $8.6M. All costs associated with the GAP will be recovered from CII.

Respectfully Submitted by:

Ron Bow
City Manager

Respectfully Submitted by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Draft Resolution

ATTACHMENT 1
Draft Resolution

RESOLUTION NO.

A RESOLUTION CONFIRMING AND EXTENDING A LOCAL EMERGENCY FOR THE GOODVIEWS ABATEMENT PROJECT ("GAP") BASED UPON THE REPORT SUBMITTED PURSUANT TO GOVERNMENT CODE § 8630.

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

A. Pursuant to Resolution No. 2022-R22, adopted April 20, 2022, the City Council continued the emergency powers previously delegated to the City Manager via Resolution No. 12255, adopted June 16, 2021, to implement nuisance abatement activities at 1688 West Garvey Avenue identified as the Goodviews Abatement Project ("GAP");

B. Government Code § 8630 requires regular reporting to the City Council regarding the necessity of continuing an emergency. While this requirement was suspended the Governor's proclamation in 2020, the City Council's termination of the local emergency necessitates a resumption of reporting requirements;

C. Based upon the report provided by the City Manager and City Attorney, it is apparent that the emergency related to the GAP should continue.

SECTION 2: *Findings.* The City Council finds that the entirety of the administrative record provides substantial evidence supporting continuation of the ongoing emergency related to the GAP. In addition to all other matters within the City's public records, the City Council also takes specific notice of the following matters:

A. Attached as Attachment "1," and incorporated by reference, is the Warrant Return filed by the City Attorney dated March 29, 2022 which provides a comprehensive overview of the GAP between October 11, 2021 and March 29, 2022;

B. Attached as Attachment "2," and incorporated by reference, is a Declaration by Jonathan Turner, P.E., who is the Acting City Planner and Acting Public Works Director for the GAP. It provides a detailed accounting of various matters since the beginning of 2021 related to the GAP and the separate, but related, residential development project approved by the City Council on June 16, 2021 ("Plan A");

C. Attached as Attachment "3," and incorporated reference, is a letter dated May 12, 2022 from the City Manager to CII responding to an alleged breach of the development agreement that, in part, governs Plan A;

D. Attached as Attachment "4," and incorporated by reference, is the Settlement Agreement between the People of the State of California and CII that, in part, governs implementation of the GAP.

SECTION 3: *Authorizations*. The City Council reaffirms the authority delegated to the City Manager and City Attorney in Resolution No. 2022-R22 and Resolution No. 12255. The local emergency associated with implementation of the GAP is extended until at least December 31, 2022 unless terminated earlier by City Council resolution or otherwise extended by resolution or minute order.

SECTION 4: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 5: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 6: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 18th day of May, 2022.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

Resolution
Attachment 1

KARL H. BERGER, State Bar No. 178458
City Attorney, City of Monterey Park
TIMOTHY E. CAMPEN, State Bar No. 197941
Assistant City Attorney, City of Monterey Park
HENSLEY LAW GROUP
2600 W Olive Ave Ste. 500
Burbank, CA 91505
Tel: (818) 333-5120; Fax: (818) 333-5121

Attorneys for Plaintiff CITY OF MONTEREY PARK
ON BEHALF OF THE PEOPLE OF THE STATE OF CALIFORNIA

Exempt from fees pursuant to Government Code § 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

IN RE PROPERTY AT: 1688 WEST GARVEY AVENUE, MONTEREY PARK, CALIFORNIA	**RETURN OF ABATEMENT WARRANT**
Property Owner: Center Int'l Investments, Inc.	*Hon. Suzette Clover, Judge*

I, Karl H. Berger, City Attorney for the City of Monterey Park, certify that I personally monitored the execution of the abatement warrant signed by the Honorable Suzette Clover on November 17, 2021, attached as Exhibit A and incorporated by reference (the "Warrant").

Pursuant to the Warrant's directive, I provided the court with four Status Reports during the effective dates of the Warrant. Those are collectively attached as Exhibit B and incorporated by reference (the "Reports"). As reflected in the Reports, there has been no additional attempt by individuals to interfere with the People's implementation of the temporary mitigation (aka winterization) measures or the Goodviews Abatement Project ("GAP") on the Property.

The Warrant specifically authorized implementation of the winterization measures needed to protect the Property from the effects of rain and other elements that could result in the further erosion and destabilization of the hillside. That was accomplished via the City of Monterey Park, on behalf of the People, retaining C.A. Rasmussen to implement the best

management practices ("BMP") required by applicable law. Upon information and belief, those BMPs are now integrated into the overall GAP and will be closely monitored during the entirety of construction (estimated to conclude by the end of 2022). A separate court order confirming the People's actions regarding the GAP is expected to be issued on or about May 5, 2022.

Accordingly, the Warrant is fully executed and the City returns it to the Court (in accordance with Code of Civil Procedure § 1822.55).

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

EXECUTED on this 29th Day of March, 2022, at Santa Clarita, California.

Karl H. Berger
City Attorney for the City of Monterey Park
Ex rel. the People of the State of California

DATE: March 30, 2022 SIGNED: Suzette Clover
Hon. Suzette Clover

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

IN RE PROPERTY AT: 1688 WEST GARVEY AVENUE., MONTEREY PARK, CALIFORNIA Property Owner: Center Int'l Investments, Inc.	Warrant No.: **[PROPOSED] ABATEMENT WARRANT** [*Filed Concurrently with:* *1. Application for Abatement Warrant* *2. Compendium of Declarations and Exhibits]*

TO THE PEOPLE OF THE STATE OF CALIFORNIA, TO ANY POLICE OFFICER, FIRE OFFICIAL, CODE ENFORCEMENT OFFICER, PUBLIC WORKS OFFICIAL, OR OFFICER ON BEHALF OF THE CITY OF MONTEREY PARY:

Proof by Declaration having been made this day before me by Timothy E. Campen, Assistant City Attorney, and by Jonathan M. Turner, Acting City Planner, and it appearing therefrom that there is good cause for an Abatement Warrant at the parcel located at 1688 West Garvey Avenue in the City of Monterey Park, California and identified as Assessor's Parcel No. 5254-002-031 ("Property"), the Court orders as follows:

The City of Monterey Park on Behalf of the People of the State of California ("City") and its officers, agents, employees or authorized representatives are hereby ordered for the purpose of implementing temporary erosion mitigation measures to enter the Property between any hours needed, but ordinarily between 8:00 a.m. to 6:00 p.m. to: (1) remove all failed soils erosion measures, including, without limitation, sand bags and plastic tarps; (2) place new

gravel-filled bags and new tarps on the hillside of the Property, and where otherwise needed, in compliance with the Property's Winterization Measures approved by the City of Monterey in May 2018; and (3) as needed for ongoing maintenance of the Winterization Plan. Additionally, City and its officers, agents, employees or authorized representatives are hereby ordered to enter the Property at any hour in order to repair any failures of erosion mitigation measures as may be necessary under emergency conditions and where time is of the essence.

This abatement will be undertaken to ensure that the Property is in compliance with all applicable laws including, without limitation, the Monterey Park Municipal Code, to remove and abate any and all conditions which constitute a public nuisance or a threat to the public's health and safety.

Reasonable notice may be provided to the Property's owner or owner's representative but is not required. City is authorized to exercise reasonable force to implement this Warrant and/or enter the Property, should any person seek to interfere with City's actions.

In light of the unusual circumstances and timeline needed to permanent abate the public nuisances on the Property, this Warrant will be effective for a period not longer than 75 days, unless extended or renewed. City must provide a report regarding its progress regarding the Winterization Measures to the Court not later than December 15, 2021 and January 15, 2022. Unless the City seeks an extension of this Warrant on or about January 15, 2022, it must file a return for this Warrant on or about February 1, 2022.

The abatement activities authorized by this Warrant may be undertaken in the absence of the owner or occupant of the Property.

The City is entitled to reimbursement from the Property owner for any and all costs relating to the abatement of the Property, including attorney's fees reasonably incurred in connection with the abatement activities authorized by this Warrant.

A return to this Court will be made in accordance with this Warrant and the provisions of Code of Civil Procedure § 1822.55.

DATED: November 17th, 2021

Suzette Clover
JUDGE OF THE SUPERIOR COURT

Exhibit B

COPY

– RECEIVED
CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles
DEC 14 2021
Sherri R. Carter, Executive Officer/Clerk of Court
By _____ Deputy
ERIN FLORES

KARL H. BERGER, State Bar No. 178458
City Attorney, City of Monterey Park
TIMOTHY E. CAMPEN, State Bar No. 197941
Assistant City Attorney, City of Monterey Park
HENSLEY LAW GROUP
2600 W Olive Ave Ste. 500
Burbank, CA 91505
Telephone: (818) 333-5120
Facsimile: (818) 333-5121

Exempt from fees pursuant to *Government Code § 6103*

Attorneys for Plaintiff,
CITY OF MONTEREY PARK, ON BEHALF OF THE PEOPLE OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

IN RE PROPERTY AT: 1688 WEST GARVEY AVENUE, MONTEREY PARK, CALIFORNIA Property Owner: Center Int'l Investments, Inc.	**STATUS REPORT SUBMITTED BY THE CITY ATTORNEY FOR THE CITY OF MONTREY PARK ON BEHALF OF THE PEOPLE OF THE STATE OF CALIFORNIA AND THE CITY OF MONTEREY PARK**

This Status Report is submitted in accordance with the Abatement Warrant issued by the Honorable Suzette Clover on November 17, 2021 affecting the above-captioned real property. The context and factual basis requiring the Abatement Warrant is included with the Application for Abatement Warrant filed with the Court by Assistant City Attorney Timothy E. Campen. In sum, this matter arises from a 2015 lawsuit brought in the name of the People of California by the City Attorney in accordance with Code of Civil Procedure § 731. This is

the first of two required Status Reports.

As a prelude to obtaining the Abatement Warrant, the People took actions to secure contractors needed for both the interim abatement procedures – identified as the Winterization Measures – and the permanent stabilization of the hillside. A summary follows:

- On October 11, 2021, the Acting City Planner informed qualified contractors that bid documents and specifications would be available on or about October 13, 2021. Additionally, he informed those contractors that a mandatory pre-bid meeting was scheduled at the Property for October 20, 2021 and that bids were due October 28, 2021;
- On October 13, 2021, the Acting City Planner provided qualified contractors with bid documents and specifications for the permanent hillside stabilization;
- On October 19, 2021, I informed CII's counsel regarding the City's access to the Property on October 20, 2021;
- On October 20, 2021, the Acting City Planner held a mandatory pre-bid meeting at the Property. The Acting City Planner was confronted by a CII representative. Police Officers from the Monterey Park Police Department were already onsite at my request and intervened at that time to avoid additional confrontation. Only one contractor representative, from C.A. Rasmussen, attended the pre-bid meeting;
- Following inquiries by the Acting City Planner on October 20, 2021, the City was informed that other invited contractors were too busy with other work stemming from new federally funded projects to participate in the hillside remediation project;
- On October 29, 2021, the Acting City Planner sought a proposal from Gothic Landscape for the Winterization Measures;
- On November 3, 2021, C.A. Rasmussen, Inc. submitted the attached letter committing itself to submitting a proposal for the permanent hillside stabilization (Exhibit A);
- On November 9, 2021, I informed CII's counsel regarding the November 10, 2021 pre-bid meeting at the Property;
- On November 10, 2021, the Acting City Planner met at the Property with

representatives from Gothic Landscape and C.A. Rasmussen regarding the Winterization Measures and the permanent abatement;

- During the November 10, 2021 site visit, the Acting City Planner was again confronted by CII's representative. A Monterey Park Police Officer was dispatched to the Property, but CII's representative departed before the Officer's arrival;
- On November 12, 2021, the City received a proposal from Gothic Landscape to perform the Winterization Measures for a total of $225,490; and
- On November 17, 2021, the Court issued an Abatement Warrant requested by the People.

After the Court issued the Abatement Warrant on November 17, 2021, the People undertook the following actions:

- On November 23, 2021, the City received a proposal from C.A. Rasmussen to perform the hillside stabilization project for a total of $11,986,000;
- On November 23, 2021, the City provided Gothic Landscaping with the maintenance contract documents needed to perform the temporary Winterization Measures on the Property in accordance with its November 12th proposal;
- On November 24, 2021, Gothic Landscaping informed the City that it would need to revise its proposal to include prevailing wage rates;
- On December 3, 2021, the Acting City Planner negotiated with C.A. Rasmussen regarding its bid to reduce the project price. Based upon that conversation, it is apparent that the current nationwide economic conditions are significantly increasing material and labor prices;
- On December 8, 2021, City representatives including the City Manager, City Attorney, and Public Works Director entered the Property to assess what immediate actions were necessary to facilitate implementation of the Winterization Measures. Pictures of the Property are attached demonstrating the ongoing public nuisances (Exhibit B);
- By letter dated December 8, 2021, counsel for CII was informed that City employees, on behalf of the People, would take actions beginning December 9, 2021 to facilitate

the Winterization Measures. A true and correct copy of that notice is attached for reference (Exhibit C);

- On December 8, 2021, the City received a revised proposal from Gothic Landscape, which included prevailing wage, for performing the Winterization Measure in the amount of $337,795;
- On December 9, 2021, City employees including, without limitation, Officers from the Monterey Park Police Department, entered the Property to commence work. At that time, an individual who identified himself as "Martin Aguilar" of HLI Tree Care drove onto the Property and confronted the City's crew leader. Mr. Aguilar informed the crew leader that CII's representative had contacted Mr. Aguilar the night before and told him (Mr. Aguilar) to cover the hillside with plastic. Mr. Aguilar departed from the Property but left a day laborer at the site without tools or an understanding of his (the laborer's) responsibilities. The City's crew leader subsequently contacted Mr. Aguilar to retrieve the laborer who then returned and retrieved that individual. Pictures showing the in-progress clean-up of the Property are attached (*see* Exhibit B). As a result of Mr. Aguilar's actions, I sent the attached courtesy email to CII's counsel (Exhibit D);
- On December 9, 2021, the Acting City Planner contacted C.A. Rasmussen regarding the City's desire to enter into a design-build contract with the contractor for $7,000,000 to rehabilitate the hillside. Work exceeding that amount would be negotiated via change order;
- On December 10, 2021, the Acting City Planner and myself discussed the proposal from C.A. Rasmussen for the permanent hillside rehabilitation and the design-build concept;
- On December 13, 2021, the Acting City Planner provided C.A. Rasmussen with the proposed design-build contract for hillside rehabilitation;
- On December 13, 2021, the Acting City Planner informed Gothic Landscape that the City would enter into a maintenance agreement for $100,000. Materials would be separately purchased by the City and provided to Gothic Landscape. Additional work

beyond $100,000 would be authorized by change order;

- On December 14, 2021, C.A. Rasmussen transmitted the attached correspondence to the Acting City Planner and myself to provide a letter demonstrating its ongoing commitment to execute a contract with the City for hillside rehabilitation (Exhibit E);
- On December 14, 2021, the People filed an *Ex parte* Application with the Honorable Mel Red Recana to accelerate a hearing date in the underlying case. The Application seeks a hearing upon the People's anticipated motion for enforcing the terms of the Settlement Agreement to permanently rehabilitate the hillside utilizing C.A. Rasmussen as the People's contractor. The Application seeks a date of January 26, 2021 to secure a court order before the present Abatement Warrant expires on February 1, 2021. A copy of the People's Application is attached for reference (Exhibit F); and
- On December 14, 2021, the City began obtaining quotes for securing the materials needed to implement the Winterization Measures on the hillside including, without limitation, gravel bags and plastic sheeting.

The People's efforts to implement the Winterization Measures and the permanent solution to hillside stabilization continues. The next Status Report is due January 15, 2022.

DATED: December 14, 2021

Karl H. Berger
City Attorney for the City of Monterey Park
Ex rel. the People of the State of California

Exhibit A

Safety · Quality · Service
Since 1964

C. A. RASMUSSEN, INC.

General Engineering Contractors
License No. 254681 A

Valencia Commerce Center
28548 Livingston Avenue
Valencia, CA 91355-4171
Telephone 661.367.9040
Fax 661.367.9097
www.carasmussen.com

VIA EMAIL

November 3, 2021

City of Monterey Park
Attn: Jon Turner, Acting City Planner
jturner@phoenixcivil.com
(805) 658-6800 tel

Re: PW21-00424
Hillside Stabilization Project
Bid Date

This is to acknowledge or telephone conversation on Friday October 29, 2021 regarding the above project. Due to our current bid schedule, we request that the bid date be extended to Friday Novermber 19, 2021 at 3:00 p.m. We are committed to providing a bid to the City on this project. Please issue an addendum accordingly.

Sincerely,

Eric Landegger
Chief Estimator
C. A. Rasmussen, Inc.

Exhibit B

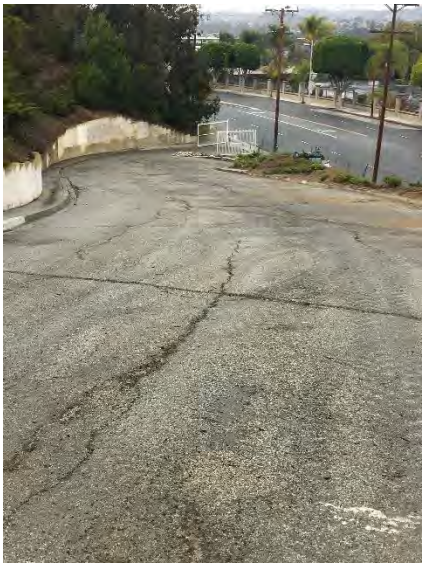


Exhibit C

BURBANK OFFICE
2600 W. OLIVE AVENUE
SUITE 500
BURBANK, CA 91505

HENSLEY LAW GROUP

TORRANCE OFFICE
3655 TORRANCE BOULEVARD
SUITE 300
TORRANCE, CA 90503

SAN DIEGO OFFICE
3850 LA JOLLA VILLAGE DRIVE
LA JOLLA, CA 92037

WRITER'S DIRECT CONTACT:
BURBANK OFFICE
KBERGER@HENSLEYLAWGROUP.COM
818.333.5120

WWW.HENSLEYLAWGROUP.COM

December 8, 2021

Mr. Alfred Fraijo, Jr., Esq.
Mr. Paul Seeley, Esq.
Sheppard Mullin Richter & Hampton, LLP
333 South Hope Street
Los Angeles, CA 90071

VIA U.S. FIRST CLASS MAIL AND EMAIL

Re: 1600-1688 Garvey Avenue
Courtesy Notice

Dear Alfred and Paul:

Enclosed for your information is an abatement warrant issued by the Honorable Suzette Clover on November 17, 2021. While the abatement warrant is not required under the terms of the Settlement Agreement with CII, it was nevertheless obtained in an abundance of caution.

As a courtesy, you are informed that work on the Winterization Measures will commence tomorrow morning. In accordance with the terms of the abatement warrant, the City may use reasonable force to ensure that there is no interference with the abatement work. You should be aware that the site is now under camera surveillance and access will be monitored. There will be no additional notice regarding the maintenance activities.

Very truly yours,

Karl H. Berger
City Attorney

c: Ron Bow, City Manager
Kelly Gordon, Police Chief
Jon Turner, Acting City Planner

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

IN RE PROPERTY AT: 1688 WEST GARVEY AVENUE., MONTEREY PARK, CALIFORNIA Property Owner: Center Int'l Investments, Inc.	Warrant No.: **[PROPOSED] ABATEMENT WARRANT** [*Filed Concurrently with:* *1. Application for Abatement Warrant* *2. Compendium of Declarations and Exhibits]*

TO THE PEOPLE OF THE STATE OF CALIFORNIA, TO ANY POLICE OFFICER, FIRE OFFICIAL, CODE ENFORCEMENT OFFICER, PUBLIC WORKS OFFICIAL, OR OFFICER ON BEHALF OF THE CITY OF MONTEREY PARY:

Proof by Declaration having been made this day before me by Timothy E. Campen, Assistant City Attorney, and by Jonathan M. Turner, Acting City Planner, and it appearing therefrom that there is good cause for an Abatement Warrant at the parcel located at 1688 West Garvey Avenue in the City of Monterey Park, California and identified as Assessor's Parcel No. 5254-002-031 ("Property"), the Court orders as follows:

The City of Monterey Park on Behalf of the People of the State of California ("City") and its officers, agents, employees or authorized representatives are hereby ordered for the purpose of implementing temporary erosion mitigation measures to enter the Property between any hours needed, but ordinarily between 8:00 a.m. to 6:00 p.m. to: (1) remove all failed soils erosion measures, including, without limitation, sand bags and plastic tarps; (2) place new

gravel-filled bags and new tarps on the hillside of the Property, and where otherwise needed, in compliance with the Property's Winterization Measures approved by the City of Monterey in May 2018; and (3) as needed for ongoing maintenance of the Winterization Plan. Additionally, City and its officers, agents, employees or authorized representatives are hereby ordered to enter the Property at any hour in order to repair any failures of erosion mitigation measures as may be necessary under emergency conditions and where time is of the essence.

This abatement will be undertaken to ensure that the Property is in compliance with all applicable laws including, without limitation, the Monterey Park Municipal Code, to remove and abate any and all conditions which constitute a public nuisance or a threat to the public's health and safety.

Reasonable notice may be provided to the Property's owner or owner's representative but is not required. City is authorized to exercise reasonable force to implement this Warrant and/or enter the Property, should any person seek to interfere with City's actions.

In light of the unusual circumstances and timeline needed to permanent abate the public nuisances on the Property, this Warrant will be effective for a period not longer than 75 days, unless extended or renewed. City must provide a report regarding its progress regarding the Winterization Measures to the Court not later than December 15, 2021 and January 15, 2022. Unless the City seeks an extension of this Warrant on or about January 15, 2022, it must file a return for this Warrant on or about February 1, 2022.

The abatement activities authorized by this Warrant may be undertaken in the absence of the owner or occupant of the Property.

The City is entitled to reimbursement from the Property owner for any and all costs relating to the abatement of the Property, including attorney's fees reasonably incurred in connection with the abatement activities authorized by this Warrant.

A return to this Court will be made in accordance with this Warrant and the provisions of Code of Civil Procedure § 1822.55.

DATED: November 17th, 2021

Suzette Clover
JUDGE OF THE SUPERIOR COURT

Exhibit D

Subject: MP - Goodviews
Date: Thursday, December 9, 2021 at 09:47:08 Pacific Standard Time
From: Karl Berger
To: Alfred Fraijo Jr.
CC: Paul Seeley, Tim Campen
Attachments: image001.jpg

Good morning –

This is a courtesy email.

I am informed that an individual claiming to be a contractor retained by Karrie arrived at the property this morning. He confronted the City crew that commenced work on the site, claiming that the City had no right to be there and to vacate the property. That individual then left one person on the site and left.

In speaking with that person, the City's crew leader understood that the laborer was a day laborer who appeared to have been retained that morning by the other individual claiming to be Karrie's contractor. He had no idea why he was there nor what he was supposed to be doing. He was advised to leave the property.

As I wrote last night, the City obtained an abatement warrant to enter the property in an abundance of caution. Part of that warrant allows the City to use reasonable force to both enter the property and prevent interference with the maintenance activities. Please be advised that additional efforts to interfere with the City's efforts may result in arrest of the individuals involved.

Thank you.

Karl H. Berger

HENSLEY LAW GROUP

2600 W. Olive Avenue, Suite 500
Burbank, California 91505
818-333-5120 Office
661-644-5476 Mobile
kberger@hensleylawgroup.com
www.hensleylawgroup.com

This is a transmission from the Hensley Law Group. The information contained in this email is confidential and may be protected by the attorney-client and/or attorney work-product privileges. This information is intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, please contact the sender and delete all copies.

Exhibit E

Subject: Re: Monterey Park Hillside Stabilization
Date: Tuesday, December 14, 2021 at 06:44:08 Pacific Standard Time
From: Eric Landegger
To: Jon Turner, PE
CC: Karl Berger

I saw this email after I sent the previous one. I will try to get you the letter this afternoon.

Thank you,

Eric Landegger
805-331-0864 cell

> On Dec 13, 2021, at 3:47 PM, Jon Turner, PE <jturner@phoenixcivil.com> wrote:
>
> Eric,
>
> I wanted to verify that you received the documents I sent over this morning. The City wanted to know if they could get a letter from Rasmussen (similar to last time) stating that Rasmussen is committed to doing the project and the City/Rasmussen are working out the contractual details and it is anticipated that the mobilization to the site will occur in January dependent on the signing of the City's contract. Something along those lines (Karl can weigh in if he wants something else).
>
> I appreciate your efforts on this.
>
> Thanks.
>
> **Jon Turner, PE**
> **Principal Civil Engineer**
> Phoenix Civil Engineering, Inc.
> 535 E. Main Street
> Santa Paula, CA 93060
>
> Office: (805) 658-6800
> Mobile: (805) 850-8562

Exhibit F

KARL H. BERGER, State Bar No. 178458
City Attorney, City of Monterey Park
TIMOTHY E. CAMPEN, State Bar No. 197941
Assistant City Attorney
JOAQUIN VAZQUEZ, State Bar No. 282528
Deputy City Attorney
HENSLEY LAW GROUP
2600 W. Olive Ave., Ste. 500
Burbank, CA 91505
Tel: (818) 333-5120; Fax: (818) 333-5121

Attorneys for Plaintiff/Petitioner, THE PEOPLE OF THE CITY OF CALIFORNIA

Exempt from fees pursuant to *Government Code § 6103*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PEOPLE OF THE STATE OF CALIFORNIA, ex rel., MARK D. HENSLEY, City Attorney for the City of Monterey Park,
Plaintiff/Petitioner,

v.

CENTER INT'L INVESTMENTS, INC., a California corporation, and DOES 1 through 25, inclusive,

Defendants/Respondents.

Case No.: BC605788

Assigned for All Purposes to: Hon. Mel Red Recana – Dept. 45

PLAINTIFFS' EX PARTE APPLICATION TO SPECIALLY SET MOTION TO ENFORCE SETTLEMENT AGREEMENT PURSUANT TO CCP § 664.6; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF APPLICATION; [PROPOSED] ORDER SETTING DATE

[Declarations of Timothy E. Campen and Jonathan Turner, and Compendium of Evidence with Exhibits filed Concurrently]

DATE: **May 9, 2022**
TIME: **11:00 a.m.**
DEPT: **45**

Res. #: 308635144412

Complaint Filed: Dec. 31, 2015

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Plaintiff, the People of the State of California, by the City Attorney[1] for the City of Monterey Park, applies *ex parte* for an order specially setting the hearing on its Motion to Enforce Settlement Agreement pursuant to Code of Civil Procedure § 664.6 (the "Motion"), currently reserved for Monday, May 9, 2022, pursuant to California Rules of Court, Rule 3.1200 *et seq.*, and *Code of Civil Procedure* section 128(a). The People requests such other and further relief as this Court deems necessary and appropriate.

This application is made on the grounds that the public's safety is at risk and the May 9, 2022 date was the earliest possible hearing date available on the Court's online reservation system. The case at hand involves a hillside slope with a history of failure that requires permanent stabilization. The People of the State of California filed a public nuisance abatement lawsuit in 2015 against the owners of the subject property with the goal of the owners implementing permanent stabilization measures. A settlement agreement was reached in 2017, wherein, *inter alia*, if the property owners failed to construct permanent stabilization measures, the People, utilizing the City of Monterey Park, would enter the property and abate the nuisance itself.

Despite exhaustive attempts by the People, and the City of Monterey Park, to obtain the voluntarily compliance by CII to abate the public nuisance, the People's efforts failed. Consequently, the People obtained a 75-day abatement warrant to itself implement temporary, winterization measures for the current rainy season. Because the abatement warrant only provides temporary relief, the People seek to move up the currently set Motion date to January 26, 2022, to ensure commencement of permanent slope remediation measures before the abatement warrant expires on February 1, 2022.

Proper *ex parte* notice was provided as set forth in the Declaration of Assistant City Attorney Timothy E. Campen. This application will be based on this *Ex Parte* Application, the Declarations of Assistant City Attorney Timothy E. Campen and Acting City Planner

[1] Karl H. Berger was appointed City Attorney for the City of Monterey Park in 2020; the original case caption identifies Mark D. Hensley as the City Attorney. Mr. Hensley is now an Assistant City Attorney for the City of Monterey Park.

Jonathan Turner, P.E., the Memorandum of Points and Authorities served and filed herewith, exhibits filed herewith, the records and files herein, and on such evidence as may be presented at the hearing of this *ex parte* application.

Dated: December 14, 2021

KARL H. BERGER, CITY ATTORNEY
FOR THE PEOPLE AND THE CITY OF
MONTEREY PARK

By:_____
Timothy E. Campen, Assistant City Attorney
Attorneys for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff, the People of the State of California, by the City Attorney of Monterey Park, is applying, *ex parte*, to advance the hearing for a motion to enforce settlement pursuant to Code of Civil Procedure § 664.6. The case at hand involves a hillside slope with a history of failure that requires permanent stabilization. This application is made on the grounds that the public safety is at risk, and the May 9, 2022 date that was the earliest possible hearing date available on the Court's online reservation system is too late to properly address the required hillside stabilization.

II. STATEMENT OF FACTS

The subject Property consists of 6.22 acres of undeveloped land on a hillside along West Garvey Avenue located at 1688 West Garvey, Monterey Park, California (APN 5254-002-031). (Declaration of Timothy E. Campen ("Campen Decl."), Para. 3, filed concurrently herewith.) The hillside rises approximately 150 feet above West Garvey Avenue to a graded plateau where a residential development approved in the late 1970s was to be built. (Campen Dec., Para. 3.) Over the years, the hillside on the Property has become increasingly unstable, with the City and the People taking various enforcement actions over 40 years against successive property owners including, without limitation, the Property owners to perform remedial measures. (Campen Dec., Para. 3.)

In or about 1979, the Monterey Park City Council approved a 31 residential dwelling unit project on Property. (Campen Dec., Para. 4.) That development project commenced, but was never completed. (Campen Dec., Para. 4.)

In 1984, the hillside experienced catastrophic failure, requiring the City to remove soils debris from the roadway and install a soils debris impact wall that is located along a portion of the Property line along West Garvey Avenue. (Declaration of Jonathan M. Turner, P.E. ("Turner Decl."), Para. 4, filed concurrently herewith.)

In or about 2009, CII purchased the Property ostensibly for the purpose of a residential

development involving 16 luxury homes. (Campen Dec., Para. 5.) Because the People determined that the Property owner is unable to perform its obligations pursuant the Settlement Agreement as to permanent abating the public nuisance identified in the Settlement Agreement, that development project is currently stalled indefinitely (as explained more fully below). (Campen Dec., Para. 5.)

On December 31, 2015, the People initiated an action against CII in the Los Angeles County Superior Court captioned *The People of the State of California, ex rel., Mark D. Henlsey, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc.*, Case No. BC605788 ("Action"). (Campen Dec., Para. 6.) In this Action, the People sought to permanently abate the public nuisance on the Property. Specifically, the Property is unsafe, unsightly and dangerous for all of the reasons stated in the Action including, without limitation, geologic instability of the hillside. (Campen Dec., Para. 6.)

In April of 2017, that Action resulted in a settlement agreement between the parties ("Original Agreement"), wherein, *inter alia*, CII agreed to a number of terms and conditions, including the following:

a. Complete a "Restoration Plan" to permanently stabilize the hillside and obtain a Permit to execute that plan "with all due speed."
b. Complete the hillside restoration by December 31, 2017.
c. Pending the completion of the Restoration Plan, regularly monitor and maintain the hillside with "winterization measures" according to plans approved by the City of Monterey Park.

(Campen Dec., Para. 7.)

The parties, in a writing and signed by each of them, stipulated to the Court's retention of jurisdiction under Code of Civil Procedure § 664.6 to ensure enforcement of the Settlement Agreement (the "Stipulation"). In particular, the agreed upon Stipulation states:

> [T]he Parties to this Action request and agree that the Court shall retain jurisdiction over the Parties and this Action to enforce this settlement pursuant to Code of Civil Procedure section 664.6 until

> there is full performance of all terms of the written Settlement Agreement.

(Campen Dec., Para. 7.)

On or about April 26, 2017, this Court issued an order retaining its jurisdiction to enforce the agreed upon, written Settlement Agreement and dismissing the Action (the "Order"). In relevant part, the Order states:

> [I]t is further ordered that, pursuant to the Parties' Stipulated Judgment and Settlement Agreement and Code of Civil Procedure section 664.6 and any other relevant statutory provisions, the Court shall retain jurisdiction over the Parties personally and over this Action for such further orders, hearings and other proceedings as may be appropriate to enforce the terms of the Settlement Agreement and Stipulated Judgment.

(Campen Dec., Para. 7.)

In the event of CII's failure to perform the abatement of the public nuisances, which is specifically part of the Original Agreement, the People could commence its own abatement action – at CII's cost – to remove the public nuisances. Should the People determine the need to assume abatement of the public nuisance, CII voluntarily waived any judicial or administrative right to notice or hearings including, without limitation, abatement warrants:

> CII hereby agrees to waive any and all rights of notice and hearing, except as otherwise expressly provided herein, that it may under the principles of *Rooney v. Vermont* (1973) 10 Cal.3d 351…

(Campen Dec., Para. 8; see Original Settlement Agreement, filed concurrently herewith as Exhibit A.)

In March of 2019, and after no action had been taken to permanently stabilize the hillside, the People and CII entered into a First Amended and Restated Settlement Agreement ("First Amended Agreement"). (Campen Dec., Para. 9.) The First Amended Agreement included two courses of action CII could take to abate the public nuisances upon the Property: "Plan A" would involve CII seeking discretionary land use approvals from the City of Monterey Park (which consented to participated in the Settlement Agreement as to processing such land use approvals) for a residential development of the Property that would incorporate

the abatement of the public nuisances identified in the Settlement Agreement; and "Plan B" which provides for abatement of the public nuisances only if CII failed to obtain the approvals for Plan A or failed to implement Plan A if it were approved by the City of Monterey Park. (Campen Dec., Para. 9.) Should CII fail to implement Plan A or Plan B voluntarily, then the People would assume control over Plan B to abate the public nuisances identified in the Settlement Agreement (at CII's cost). (Campen Dec., Para. 9.)

Whether CII implemented Plan A or Plan B, the First Amended Agreement included a timeline with specific, intermediate deadlines towards completion of Plan B by November 25, 2020. (Campen Dec., Para. 10) Among the timeline requirements of the First Amended Agreement is for CII to have winterization measures completed not later than September 30, 2019, and properly maintain said winterization measures. (Campen Dec., Para. 10.)

In June 2020, the People and CII entered into a Second Amended and Restated Settlement Agreement ("Second Amended Agreement") which, *inter alia*, accommodated CII's desire to obtain a new timeline to stabilize the hillside after it failed to comply with the timeline of the First Amended Agreement.[2] (Campen Dec., Para. 11.) Section H of the Second Amended Agreement further requires as follows:

> During the time that Plan A is considered by CITY, CII must construct and maintain erosion control and slope stabilization plans approved by CITY to temporarily abate the Nuisance ("Interim Maintenance Program"). The Interim Maintenance Program must be completed at CII's cost and will be monitored by CITY (also at CII's cost) to ensure compliance.
>
> (Campen Dec., Para. 11.)

Additionally, CII has agreed in section 2.B.v. of the Second Amended Agreement that "[i]n the event Plan B is not underway by the deadline set forth in the Amended Project Schedule, CITY may (1) enter the Property, abate the Nuisance, and/or complete Plan B…"

[2] This was, in part, because of the COVID-19 Pandemic's interference with the anticipated timelines for processing the Plan A considerations.

(Campen Dec., Para. 12.) This term is complimentary to a related provision in the First Amended Agreement, which states:

> Should CITY be required to implement Plan B, CII grants CITY an irrevocable license to enter onto the Property to abate the Nuisance in accordance with this Agreement. CII agrees that neither Plaintiff nor CITY will be required to obtain an abatement warrant in accordance with applicable law in order to exercise Plaintiff's rights, by and through CITY, to implement Plan B. Accordingly, CII specifically waives any rights it may have to prevent CITY's access to the Property under applicable law should it fail to voluntarily perform Plan B in accordance with the Project Schedule.
>
> (Campen Dec., Para. 12.)

On June 16, 2021, the Monterey Park City Council approved CII's requested Plan A. Separately, the Monterey Park City Council adopted Resolution No. 12255. (Campen Dec., Para. 13.) With Resolution No. 12255, the City Council found and declared that an **"emergency exists as to abating the Property which constitutes an imminent threat to public health and safety that requires immediate action."** (Campen Dec., Para. 13, emphasis added.) The City Council further directed that if CII failed to "commence substantial progress" towards abatement of the hillside **by August 1, 2021**, then the City, on behalf of the People, was authorized to itself commence with "Plan B" permanent remediation of the hillside – consistent with the Second Amended Agreement. (Campen Dec., Para. 13.) Resolution No. 12255 restated the Second Amended Agreement in that the determination of "substantial progress" was in the "the sole discretion of the City Manager." (Campen Dec., Para. 13.) CII representatives were present at this City Council meeting on June 16, 2021, and were fully informed of these terms. (Campen Dec., Para. 13.)

On August 25, 2021, City Manager Ron Bow served CII with written Notice of Breach and Opportunity to Cure regarding its failure to commence substantial progress towards fulfillment of Plan B, namely to obtain a grading permit. (Campen Dec., Para. 14.) The Notice of Breach further informed CII of the City's intent to carry out Plan B on its own. (Campen

Dec., Para. 14.) In a show of good faith, the City provided CII with an additional five day grace period, until August 31, 2021, to obtain the grading permit necessary to demonstrate commencing with substantial progress. (Campen Dec., Para. 14.) CII failed to submit all the required documentation for the permit in that time. (Campen Dec., Para. 14.)

On October 13, 2021, City Manager Ron Bow served CII with written Notice of Default of the Settlement Agreement, noting that all the required documentation for the grading permit had not been submitted until September 23, 2021 – a full 53 days after the original deadline. (Campen Dec., Para. 15.) Specifically, CII had not submitted the necessary storm water protection plan information, which is legally required for the grading permit. (Campen Dec., Para. 15.) The Notice of Default further detailed a list of CII's failures to live up to its obligations under the entire Settlement Agreement and informed CII of the People's intention to itself carry out Plan B to remediate the hillside. (Campen Dec., Para. 15.)

Although the City is actively engaged in selecting a qualified contractor to initiate Plan B, this process may take several months. (Campen Dec., Para. 17.) In the meantime, temporary measures, referred to in the Second Amended Agreement as the "Interim Maintenance Program" were necessary to winterize the hillside. (Campen Dec., Para. 17.)

The months of November through April are generally recognized as the "rainy season" in California and for Los Angeles County in particular. (Declaration of Jonathon M. Turner, P.E. ("Turner Dec."), Para. 4.) The months of November through April are recognized by the regulatory agencies as the rainy season for the purposes of implementation of storm water "best maintenance practices" ("BMPs") for construction sites. (Turner Dec., Para. 4.)

The Property's hillside was previously subject to catastrophic failure in 1984, requiring the City to remove soils debris from the roadway and install a soils debris impact wall that is located along a portion of the Property line along West Garvey Avenue. (Turner Dec., Para. 5.) The anticipated El Niño rainfall in 2015-16 is what, in part, prompted the People to file the Action that ultimately resulted in the Settlement Action. There has been no substantive remediation since that time, and implementation of Plan B as approved by the City of

Monterey Park for new, permanent retaining walls is necessary to secure the hillside. (Turner Dec., Para. 5.) The People's concerns regarding the Property's threat to public health, safety, and welfare continues.

CII developed an approved winterization plan for the parcel on or about May 2018, to be implemented until permanent retaining walls are constructed. (Turner Dec., Para. 6.) On or about September 2019, CII was required to update its winterization plan for the Property, which was signed and submitted in November 2019. (Turner Dec., Para. 6.) The term "winterization" refers to measures taken to mitigate erosion and risk of slope failure due to water infiltration from seasonal rain and weather. (Turner Dec., Para. 6.) (A true and accurate copy of the winterization plan is filed concurrently herewith as Exhibit D.)

On February 20, 2019, the Acting City Planner issued to CII a letter of noncompliance of the required winterization, noting that, among other things, soils debris from the hillside had fallen onto West Garvey Avenue. (Turner Dec., Para. 7.) A year later on February 12, 2020, the Acting City Planner issued to CII another letter of noncompliance concerning winterization of the hillside and warned CII that failure to comply with the approved winterization plan could result in default of the Settlement Agreement. (Turner Dec., Para. 7.)

On October 20 and November 10, 2021, the Acting City Planner re-inspected the Property concerning the condition and erosion mitigation of the hillside slope of the Property facing Garvey Avenue. (Turner Dec., Para. 8.) He observed that plastic sheeting intended to minimize water intrusion into the slope was blown apart in multiple locations. (Turner Dec., Para. 8.) Further, sandbags have degraded to the point where the sand is leaking out of the bags in multiple locations. (Turner Dec., Para. 8.) The efforts intended to act as erosion and water intrusion control measures have not been properly maintained, which exacerbating the potential failure of the hillside slope. (Turner Dec., Para. 8.) (True and accurate photos of the condition of the Property on October 20 and November 10, 2021, are filed concurrently herewith as Exhibit E.)

The existing hillside plastic tarps need to be removed and replaced, as they have reached

their lifespan due to exposure and failure to be property secured. (Turner Dec., Para. 9.) All of the existing sandbags onsite need to be removed and replaced with gravel filled bags to avoid sand migration and clean up issues after failure. (Turner Dec., Para. 10.) CII appears to have placed more sandbags over the failed bags, which is an unacceptable practice. (Turner Dec., Para. 10.) Further, the existing sandbags direct the flow of water in an uncontrolled manner which results in storm water flowing at a high velocity into the vehicle lanes on West Garvey Avenue. (Turner Dec., Para. 10.)

The failure of CII to commence with any physical progress towards abating the hillside on the Property since formal complaints and litigation on this issue commenced beginning six years ago has left the People with no reasonable expectation CII will ever complete this project. (Campen Dec., Para. 16.) As a result, the People can no longer risk the health and safety of the community and its residents on the baseless hope CII will finally abate this hillside. (Campen Dec., Para. 16.)

On November 17, 2021, the People obtained an abatement warrant from the Hon. Suzette Clover specifically to implement the temporary mitigation measures to the hillside until Plan B could be implemented by the People. (Campen Dec., Para. 17; Exhibit X filed concurrently herewith.) The abatement warrant granted the People unobstructed access to the Property for 60 days, February 1, 2022, to effect the mitigation measures, with periodic status reports to the court and the opportunity to request an extension as may be necessary. (Campen Dec., Para. 17.)

On December 8 and 9, 2021, the People – through the efforts of the City – commenced clearance of the Property to begin the temporary mitigation measures authorized by the abatement warrant. (True and accurate photographs of the condition of the Property on those dates, before and after clearance, are filed concurrently herewith as Exhibit D.) (Campen Dec., Para. 18.)

On December 8, 2021, the People attempted to reserve a date for this Court to hear the People's motion to enforce the settlement agreement pursuant to C.C.P. § 664.6. (Campen

Dec., Para. 19.) The soonest date available through the court's online system was May 9, 2022. (Campen Dec., Para. 19.) The People's aspiration is to obtain an order from this Court enforcing the terms of the settlement agreement to commence with Plan B before expiration of the abatement warrant. (Campen Dec., Para. 19.) This will provide the best opportunity to have seamless oversight of the hillside and minimize the threat of slope failure. (Campen Dec., Para. 19.)

It is the People's position that obtaining an order from the Court to enforce its terms and implement Plan B is the only remaining means to properly protect the community from the public nuisance and immanent threat. (Campen Dec., Para. 20.) The temporary measures currently underway are inadequate to provide long term protection from slope failure. (Campen Dec., Para. 19.) It is in the public interest to commence with Plan B as soon as practicable and before the abatement warrant expires. (Campen Dec., Para. 20.) Accordingly, the People request that this Court specially set the People's Motion to Enforce Settlement Agreement pursuant to C.C.P. § 664.6 for the date of January 26, 2022. (Campen Dec., Para. 20.)

III. ARGUMENT

A. There is Good Cause to Specially Set the Hearing Date.

The People provided CII with every opportunity to voluntarily implement the agreed upon plan to stabilize the hillside. Without direct action by the People, there is no reason to think Plan B will ever be realized. The health and safety of the community requires the People to act without any preventable delay to implement these permanent measures.

The current abatement warrant is set to expire on February 1, 2022. While the People could request an extension with good cause and would likely be granted at least some additional time, an extension of an abatement warrant through May of 2022 is not something the People can reasonably rely on.

Moving up the hearing date for the Motion to Enforce Settlement Agreement pursuant to C.C.P. § 6646.6 would provide the opportunity to render an order before the abatement

warrant is set to expire, should this Court find good cause to do so. With an order in place affirming the People's right to implement Plan B before the abatement warrant expires will provide seamless protection to the community from the unstable hillside.

B. There is No Prejudice to CII in Moving Up the Hearing Date.

The requested hearing date of January 26, 2022 will still provide ample time for full compliance with the filing deadlines of Code of Civil Procedure § 1005(b). In fact, CII being notified of this *ex parte* application now effectively provides an additional three weeks to prepare its opposition than it would otherwise have.

C. *Ex Parte* Relief is Proper Because Counsel Has Fully Complied With California Rules Of Court, Rules 3.1203 And 3.1204.

Among other provisions, Cal. Rules of Court, rule 3.1203 provides as follows: "A party seeking an *ex parte* order must notify all parties no later than 10:00 a.m. the court day before the *ex parte* appearance, absent a showing of exceptional circumstances that justify a shorter time for notice." **(**California Rules of Court, rule 3.1203(a).) An *ex parte* application must be accompanied by a declaration regarding notice stating: (1) The notice given, including the date, time, manner, and name of the party informed, the relief sought, any response, and whether opposition is expected and that, within the applicable time under rule 3.1203, the applicant informed the opposing party where and when **t**he application would be made. (California Rules of Court, rule 3.1204(b).)

As set forth in the Declaration of Timothy E. Campen attached hereto, notice of this *ex parte* application was provided by both email and personal service to CII's attorneys on December 14, 2021 for this December 15, 2021 *ex parte* hearing. (See Campen Dec., Para 20.) Thus**,** Counsel has duly complied with the notice requirements of California Rules of Court, rule 3.1203(a) and California Rules of Court, rule 3.1204(b).

Rule 3.1202(c) of the California Rules of Court also requires a showing that there is "irreparable harm, immediate danger, or any other statutory basis for granting relief *ex parte*." Applied to this case, the Property presents a risk of health and safety to the

community. The hillside at issue abuts a major thoroughfare with residential homes on the other side. It has a has a history of failure. The People have been attempting in good faith since 2015 to obtain voluntary compliance from the owners to bring the property into compliance. Repeated efforts to accommodate CII to allow it complete Plan B since the settlement agreement was executed in 2017 have failed to produce any results.

Although the People are in the process of implementing mitigation measures to minimize the threat of slope failure, these efforts are only temporary and under the authority of an abatement warrant that is currently set to expire on February 1, 2022. The People and the community risk suffering irreparable harm if commencement of permanent mitigation measures is not authorized soon, and most preferably before the abatement warrant expires.

IV. CONCLUSION

For the reasons set forth above, the People respectfully request that this Court specially set the hearing date on their Motion, currently scheduled for May 9, 2022, to instead be heard on January 26, 2022, or as soon thereafter as may be convenient to the Court. The People also request such other and further relief as is necessary and appropriate.

DATED: December 14, 2021

KARL H. BERGER
CITY ATTORNEY
FOR THE PEOPLE AND CITY OF MONTEREY PARK
HENSLEY LAW GROUP

By: _____
Timothy E. Campen
Attorneys for Plaintiffs
ASSISTANT CITY ATTORNEY
FOR THE PEOPLE AND THE CITY OF MONTEREY PARK

[PROPOSED] ORDER

The Court having reviewed the foregoing application, and good cause appearing therefore:

IT IS HEREBY ORDERED that the People's request to specially set the date for a Motion to Enforce Settlement Agreement pursuant to Code of Civil Procedure § 664.6 is GRANTED.

IT IS ALSO ORDERED that all filings for said Motion be in accordance with Code of Civil Procedure § 1005(b).

IT IS SO ORDERED.

Dated:_____

_____
Hon. Mel Red Recana
Judge of the Superior Court of California
County of Los Angeles

PROOF OF SERVICE

I am over the age of eighteen years and not a party to the within-entitled action. My business address is 2600 West Olive Avenue, Burbank, CA 91505.

On December 14, 2021, I served a copy of the within document(s): **PLAINTIFFS' EX PARTE APPLICATION TO SPECIALLY SET MOTION TO ENFORCE SETTLEMENT AGREEMENT PURSUANT TO CCP § 664.6; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF APPLICATION; [PROPOSED] ORDER SETTING DATE** on the interested parties:

☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Diamond Springs, California addressed as set forth below.

☐ by placing the document(s) listed above in a sealed _____ envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a _____ agent for delivery.

☒ by causing to be personally delivered the document(s) listed above to the person(s) at the address(es) set forth below.

☒ by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

Afred Frajio, Jr., Esq.
Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street Forty-Third Floor
Los Angeles, CA 90071
afraijo@sheppardmullin.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 14, 2021 at Diamond Springs, California.

Annette Kramer

KARL H. BERGER, State Bar No. 178458
City Attorney, City of Monterey Park
TIMOTHY E. CAMPEN, State Bar No. 197941
Assistant City Attorney, City of Monterey Park
HENSLEY LAW GROUP
2600 W Olive Ave Ste. 500
Burbank, CA 91505
Tel: (818) 333-5120; Fax: (818) 333-5121

Attorneys for Plaintiff CITY OF MONTEREY PARK
ON BEHALF OF THE PEOPLE OF THE STATE OF CALIFORNIA

Exempt from fees pursuant to Government Code § 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

IN RE PROPERTY AT: 1688 WEST GARVEY AVENUE, MONTEREY PARK, CALIFORNIA Property Owner: Center Int'l Investments, Inc.	**SECOND STATUS REPORT SUBMITTED BY THE CITY ATTORNEY FOR THE CITY OF MONTREY PARK ON BEHALF OF THE PEOPLE OF THE STATE OF CALIFORNIA AND THE CITY OF MONTEREY PARK**

This Second Status Report is submitted in accordance with the Abatement Warrant issued by the Honorable Suzette Clover on November 17, 2021 affecting the above-captioned real property. Please refer to the First Status Report filed with the Court on December 15, 2021 for activities occurring up to December 14, 2021.

- On December 15, 2021, the City contracted with The Dirt Yard, Inc. dba L.A. County Sandbags to secure 15,000 sandbags and 50 rolls of plastic sheeting for the hillside. The total contract amount is $28,207.50.
- On December 17, 2021, the City received the following communication from C.A. Rasmussen ("Rasmussen"): "We are committed to doing this project for the City. Currently, the City and Rasmussen are working out the contractual details. Dependent on the execution of the Contract with the City and the availability of our subcontractors and materials, we anticipate mobilization to

the site occurring no sooner than February 2022."

- On December 18, 2021, the City contracted with Rasmussen to implement the Winterization Measures, using the sandbags and plastic sheeting secured by the City. The not to exceed cost of the contract is $100,000.
- Commencing at 7:00 a.m. on December 20, 2021, Rasmussen began installing the Winterization Measures utilizing best management practices ("BMPs") as required by applicable law. Photographs showing the progress of those efforts are set forth in attached Exhibit A.
- Dashcam video of the overall site, from 4:00 p.m. on December 20th, may be viewed at https://youtu.be/4DfHBvqAbJc.
- Commencing at 7:00 a.m. on December 21, 2021, Rasmussen continued implementing the BMPs. Photographs showing its progress are set forth in attached Exhibit B.
- On December 22, 2021, Rasmussen informed the City that it completed installation of the sandbags and plastic sheeting to comply with BMPs in accordance with applicable law. Photographs showing the property after Rasmussen's efforts are set forth in attached Exhibit C.
- On December 30, 2021, the City started contract discussions with Geosyntec Consultants for design and geotechnical services for implementing Plan B.
- On January 5, 2022, the City successfully changed the hearing date for the motion in the underlying case to March 16, 2022 at 8:30 a.m. (from May 22, 2022) for a permanent order enforcing the Settlement Agreement.
- On January 13, 2022, the City inspected the property. Photographs showing the site are set forth in Exhibit D.
- On January 14, 2022, the City is expected to execute a design/build contract with Rasmussen to construct Plan B. The contract is not to exceed $12,000,000.
- Also on January 14, 2022, the City is expected to execute a contract with Geosyntec Consultants for design and project management to oversee Plan B.

The contract is not to exceed $714,000.

The People anticipate filing a request to extend the abatement warrant until March 31, 2022 to secure a permanent court order regarding Plan B. If the extension is granted, the People would file additional Status Reports on February 15, 2022 and March 15, 2022.

DATED: January 14, 2022

Karl H. Berger
City Attorney for the City of Monterey Park
Ex rel. the People of the State of California

Exhibit A

Exhibit A

December 20, 2021

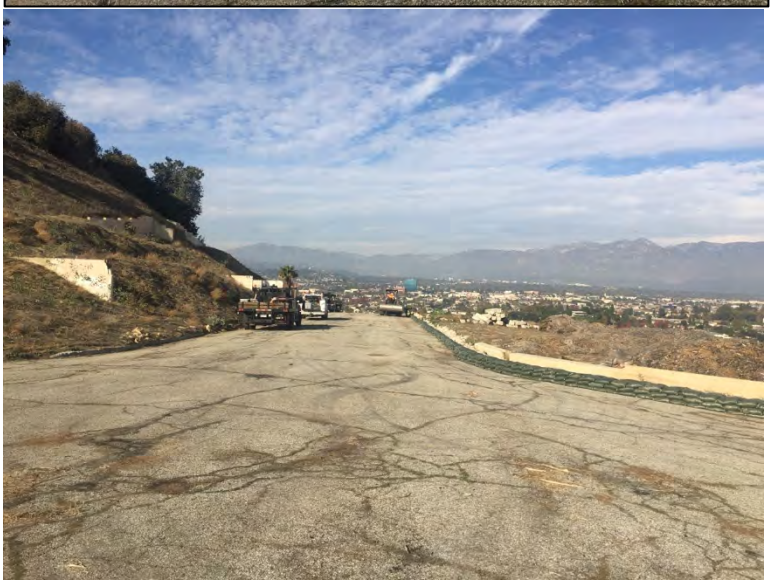


Exhibit B

Exhibit B

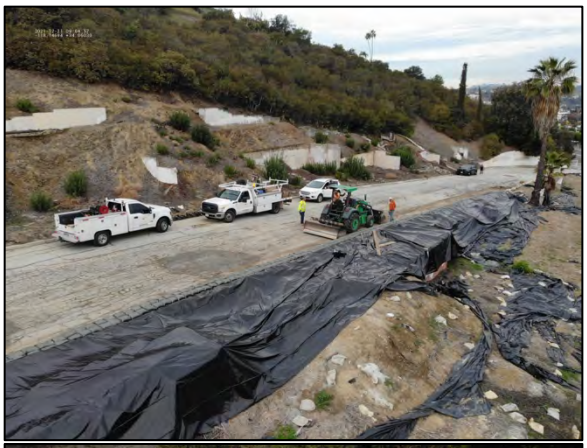
December 21, 2021

Exhibit B (cont.)

December 21, 2021

Exhibit B (cont.)

December 21, 2021



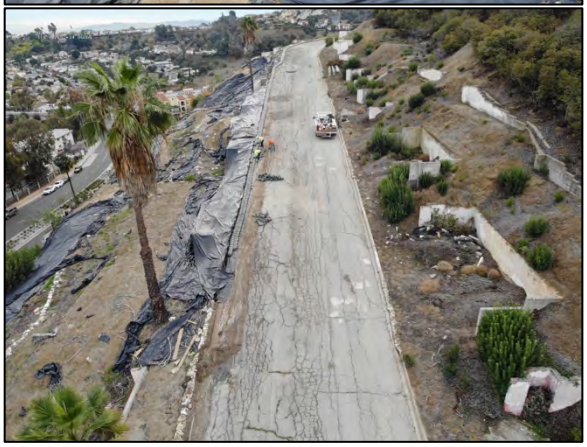


Exhibit B (cont.)

December 21, 2021

Exhibit C

Exhibit C

December 22, 2021

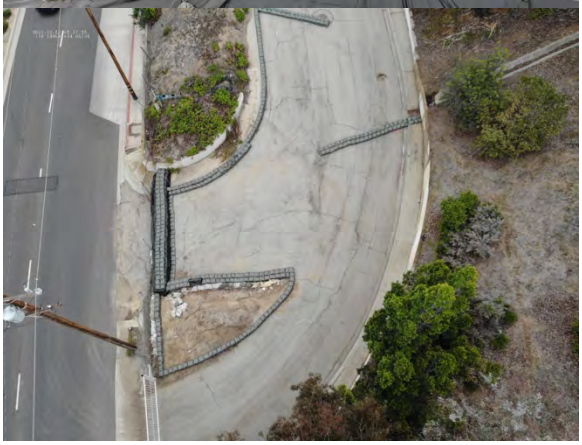


Exhibit C (cont.)

December 22, 2021

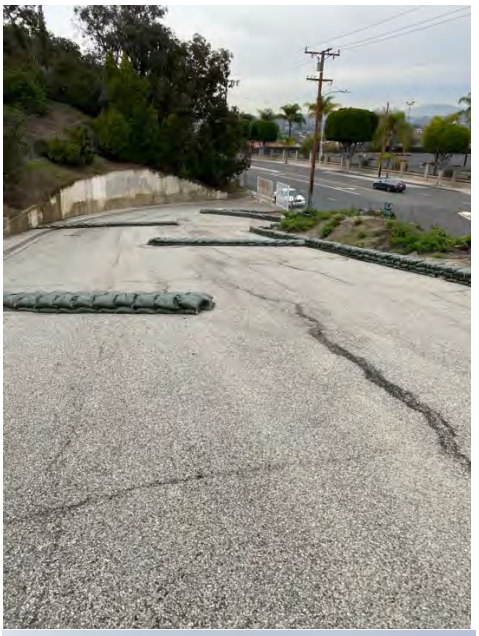
Exhibit C (cont.)

December 22, 2021

Exhibit D

Exhibit D

January 13, 2022



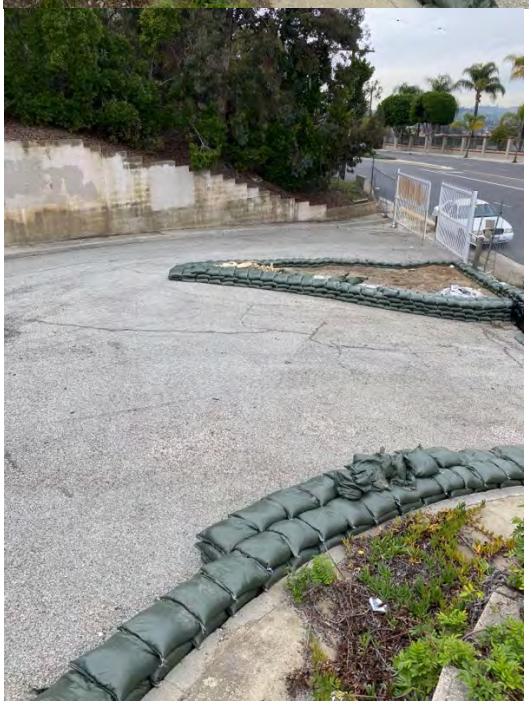
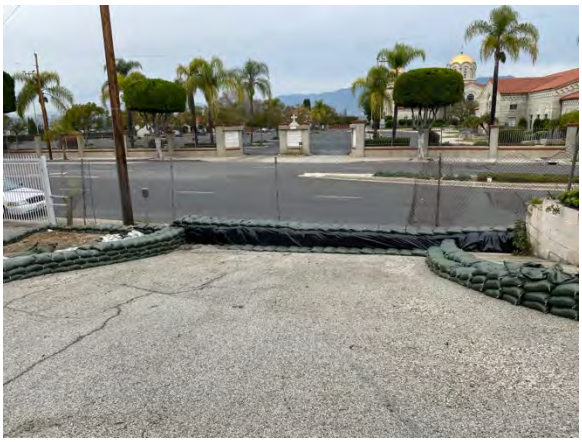
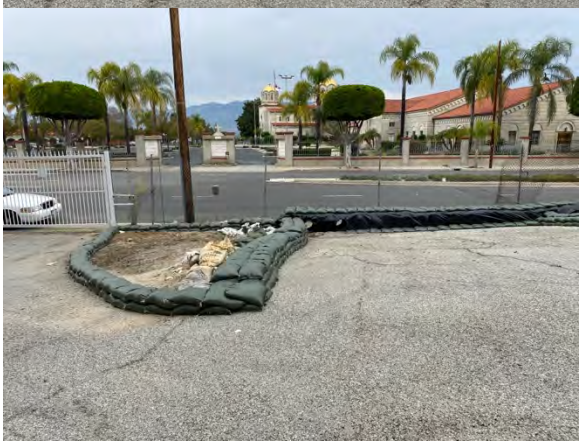


Exhibit D (cont.)

January 13, 2022





KARL H. BERGER, State Bar No. 178458
City Attorney, City of Monterey Park
TIMOTHY E. CAMPEN, State Bar No. 197941
Assistant City Attorney, City of Monterey Park
HENSLEY LAW GROUP
2600 W Olive Ave Ste. 500
Burbank, CA 91505
Tel: (818) 333-5120; Fax: (818) 333-5121

Attorneys for Plaintiff CITY OF MONTEREY PARK
ON BEHALF OF THE PEOPLE OF THE STATE OF CALIFORNIA

Exempt from fees pursuant to Government Code § 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

IN RE PROPERTY AT: 1688 WEST GARVEY AVENUE, MONTEREY PARK, CALIFORNIA

Property Owner: Center Int'l Investments, Inc.

THIRD STATUS REPORT SUBMITTED BY THE CITY ATTORNEY FOR THE CITY OF MONTREY PARK ON BEHALF OF THE PEOPLE OF THE STATE OF CALIFORNIA AND THE CITY OF MONTEREY PARK

This Third Status Report is submitted in accordance with the Abatement Warrant issued by the Honorable Suzette Clover on November 17, 2021 affecting the above-captioned real property. Please refer to the First and Second Status Reports previously filed with the Court for December 2021 and January 2022 for activities occurring up to January 14, 2022. Since the Second Status Report was filed, the City undertook the following activities:

- On January 18, 2022, the City's geotechnical consultant, GeoSyntec, undertook a drone survey of the subject property to assist with final design of the Goodviews Abatement Project ("GAP");
- On January 19, 2022, the City executed a contract with KCM Group for project management not to exceed $355,000;
- On January 21, 2022, the City issued a Notice to Proceed (effective January 24, 2022) to C.A. Rasmussen ("Rasmussen") to commence with the GAP which will

result in permanent nuisance abatement of the subject property. Among other things, Rasmussen will continue the best management practices ("BMP") required by applicable law to secure the property from inclement weather and other runoff. A copy of the NTP is attached as Exhibit A;

- On January 27, 2022, the City obtained updated appraisals for real property burdened with performance trust deeds securing the Settlement Agreement;
- On February 2, 2022, the Acting City Planner gave a presentation to the Monterey Park City Council regarding the GAP. Among other things, that presentation noted that a new webpage (www.montereypark.ca.gov/goodviews) was added to the City's website to provide public notification regarding GAP events. A copy is included as Exhibit B;
- On February 3, 2022, Rasmussen implemented traffic control measures;
- The City will be publishing the article attached as Exhibit C in the Cascades Newspaper for purposes of public notification; and
- Pictures from February 9, 2022 and February 11, 2022 are attached as Exhibit D showing the progress for the GAP.

The next Status Report will be filed on or about March 15, 2022.

DATED: February 14, 2022

Karl H. Berger
City Attorney for the City of Monterey Park
Ex rel. the People of the State of California

Exhibit A

CITY OF MONTEREY PARK
320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov

City Council
Yvonne Yiu
Henry Lo
Fred Sornoso
Hans Liang
Peter Chan

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

Mr. Adam Rasmussen
C.A Rasmussen, Inc.
28548 Livingston Avenue
Valencia, CA 91355

January 21, 2022

Re: 1688 West Garvey, Hillside Stabilization Project PW21-00424 – Notice to Proceed

Dear Mr. Rasmussen -

This letter will constitute the City of Monterey Park Notice to Proceed with construction of the Hillside Stabilization Project PW21-00424. The effective date for this Notice to Proceed is January 24, 2022.

On the effective Notice to Proceed date, you are authorized by the City of Monterey Park to commence work on the subject project in accordance with the terms and conditions of the contract.

Please sign and return a signed copy of this letter to the Project Manager, Jon Turner at jturner@phoenixcivil.com

Notice to Proceed issued by:
City of Monterey Park

Jon Turner, PE
Acting City Planner

Date: January 21, 2022

Notice to Proceed accepted by:
C.A. Rasmussen

Adam Rasmussen
President

Date: 1/21/22

Exhibit B

ALERTS

City Hall Open on Appointment Basis. Other Library/Rec Indoor Programs Suspended
Read On...

Boost Your MPK Business with Our Rewards App
Read On...

Create an Account

MONTEREY PARK | California

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Featured Projects
1688 West Garvey Avenue
South Garfield Village Specific Plan
San Gabriel Valley Regional Bicycle Master Plan
Health & Sustainability in Monterey Park ▸
General Plan ▸
Housing Element 2021-2029
Climate Action Plan
Pedestrian Linkages Plan

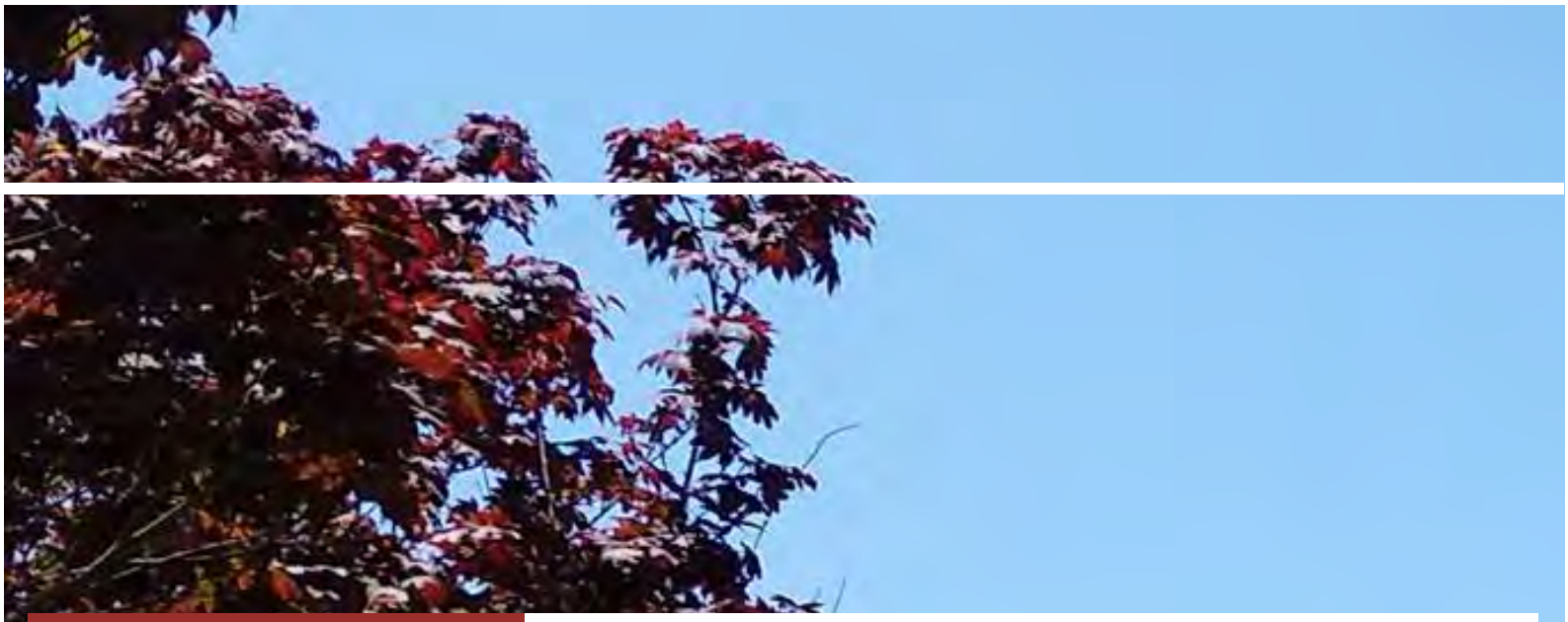
Goodviews Abatement Project (GAP) - Stabilizing the 1688 West Garvey Hillside

Current Status

The City selected a team of contractors to complete the Goodviews Abatement Project (GAP.) C.A. Rasmussen will be the contractor responsible for constructing the GAP. It will begin mobilizing in early February, 2022.

Construction Updates and Notices:

The long-awaited GAP hillside stabilization is set to commence in early February, 2022. Work during the initial phase will include demolition, clearing, and grubbing of the hillside. Most work is anticipated on weekdays from 7:00 a.m. to approximately 7:00 p.m. with weekend work occurring



Planning Commission

Design Review Board

Zoning Information - Development Standards

Property Development ►

Forms

Electronic Cigarette Information

intermittently. There will be an increase in truck traffic in the area along Ramona Rd., Garvey Ave. and Atlantic Ave. as large amounts of dirt/debris will be removed from the site to make space for the stabilization work and sidewalk to be completed. Construction activities should be anticipated and work will continue through December 2022.

Lane closure: The parking lane, sidewalk and #2 eastbound lane on West Garvey Avenue from east of Campanita Court to west of Abajo Drive will be closed for the duration of the project.

Metro Bus Service: There are two eastbound Garvey Avenue L.A. County Metro bus stops (Route 106) at St. Steven's Serbian and Abajo Drive that will not have service for the duration of the project. According to L.A. County Metro, patrons can access eastbound service at Casuda Canyon Drive and at Hitchcock Drive. For up-to-date information, please visit Metro's site at www.metro.net/service/advisories/.

For more information, please contact the City Manager's Office at (626) 307-1485 or at CMO@MontereyPark.ca.gov.

Background

The site of the Goodviews Abatement Project was originally approved for development in 1978 and 1979 for 31 residential dwelling units. That original project was developed by the Good Views Land Development Company. Consequently, during the 40 years since that time, the GAP site is commonly referenced as the “Good Views” property.

The Good Views property is historically unstable. In 1983, Garvey Avenue was damaged and blocked by a slope failure resulting in the City taking emergency action to construct various soil stabilization and drainage infrastructure. In 1986, the City entered into an agreement with the Good Views developer to construct permanent structures intended to stabilize the hillside that was to be completed by December 5, 1986. In 1987, 1988, and 1989, a number of City consultants advised the City regarding what measures were required to stabilize the hillside. The Good Views property owner failed to implement any of those recommendations. As a result, the City in 1991 issued a notice of violation to Good Views that the Project site constituted a public nuisance requiring abatement.

After providing notice on an annual basis, the City in 1994 was unable to contact Good Views representatives. It is unclear what happened to Good Views by that time. In 1997, the City Council declared the property to be a public nuisance and commenced abating the property. Among other things, it installed a gate on the abandoned private road. The City took additional abatement action in 2000 and 2002. In sum, the City expended an estimated $200,000 to $300,000 to abate nuisances on the property in the years before 2013.

Starting in 2013, the City again undertook various code enforcement actions against the new property owner of 1600-1688 West Garvey Avenue. Among other things, the City directed the property owner to submit an erosion plan; remove trash, junk and debris; abate weeds and overgrown vegetation; and maintain slope drainage. Between 2013 and 2015, the City issued six different

administrative citations regarding the property in response to various issues related to the property including, without limitation, a tree that fell onto West Garvey Avenue in 2014 that both blocked the street and brought down power lines owned by Southern California Edison.

Concerned that the El Niño storms in 2015 would result in significant slope failure at the property, the City filed a civil lawsuit against the property owner to abate the nuisances on the property. That lawsuit allowed the City to immediately take action to temporarily stabilize the hillside. Those efforts, however, did not constitute a permanent solution to the overall issue of hillside stability.

On April 25, 2017, the City entered into a settlement agreement with the property owner which includes a plan for a long-term solution to the hillside. In short, the Settlement Agreement requires the property owner to stabilize the hillside through a series of retaining walls and other geotechnical solutions.

On June 16, 2021, the City Council approved a residential development for the GAP site. Had the property owner commenced construction by August 1, 2021, the property owner could have voluntarily implemented the measures needed to stabilize the hillside.

On October 13, 2021, the City informed the property owner that it had defaulted on the settlement agreement and that the City would construct the GAP. Construction is expected to begin on this project February 1, 2022.

Notable Documents

Below are links to download public documents regarding the GAP including the Settlement Agreement(s); the City's abatement warrant; the City's Status Reports (filed with the Superior Court); and various staff reports submitted to the City Council.

Historical Document links:

- Goodviews Project History and FAQ, April 26, 2021
- Draft Environmental Impact Report (DEIR) - 1688 W. Garvey Avenue
- Technical Appendices - DEIR - 1688 W. Garvey Avenue
- Notice of Completion - 1688 W. Garvey Avenue
- Notice of Availability of Draft Environmental Impact Report for 1688 West Garvey Avenue
- Notice of Preparation (NOP) of a Draft Environmental Impact Report (EIR) for the 1688 West Garvey Avenue Residential Project
- Initial Study for 1688 West Garvey Avenue Residential Project
- Final Environmental Impact Report (FEIR) - 1688 W. Garvey Avenue
- 1688 W. Garvey Ave Specific Plan
- Monterey Park Geologic Hazard Abatement District (MPK GHAD) - Engineer's Report

Next

Contact Us

City of Monterey Park
320 West Newmark Ave.
Monterey Park, CA 91754

Phone: 626-307-1458
Fax: 626-288-6861

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Exhibit C

West Garvey Avenue Hill Stabilization Project Commences

Project expected to complete in late 2022

By City Manager's Office Staff

A team of contractors have begun the Goodviews Abatement Project (GAP), which seeks to stabilize the hillside in the 1600 block of West Garvey Avenue.

The initial phases of construction will include demolition, clearing, and grubbing of the hillside. Most project work is anticipated on weekdays from 7 a.m. to approximately 7 p.m., with weekend work occurring intermittently. There will be an increase in truck traffic in the area along West Ramona Road, Garvey Avenue and Atlantic Boulevard as large amounts of dirt/debris will be removed from the site to make space for the stabilization work and for the sidewalk to be completed. Construction activities are anticipated through December 2022. Additional information, including project updates and property history is available at www.montereypark.ca.gov/goodviews.

Street Lane Closures and Transit Alerts

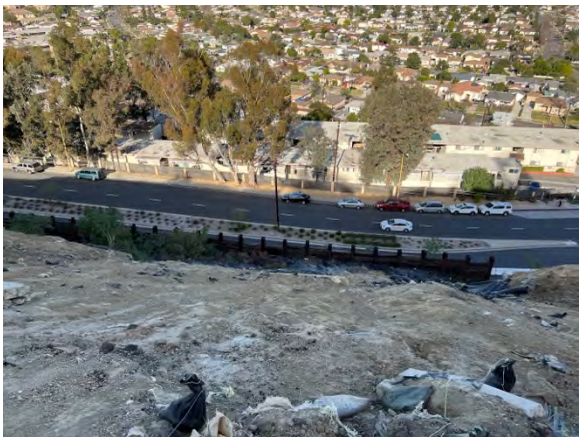
Lane closure: The parking lane, sidewalk and #2 eastbound lane on West Garvey Avenue from east of Campanita Court to west of Abajo Drive will be closed for the duration of the project.

Metro Bus Service: There are two eastbound Garvey Avenue L.A. County Metro bus stops (Route 106) at St. Steven's Serbian and Abajo Drive that will not have service for the duration of the project. According to L.A. County Metro, patrons can access eastbound service at Casuda Canyon Drive and at Hitchcock Drive. For up-to-date information, please visit Metro's site at www.metro.net/service/advisories/.

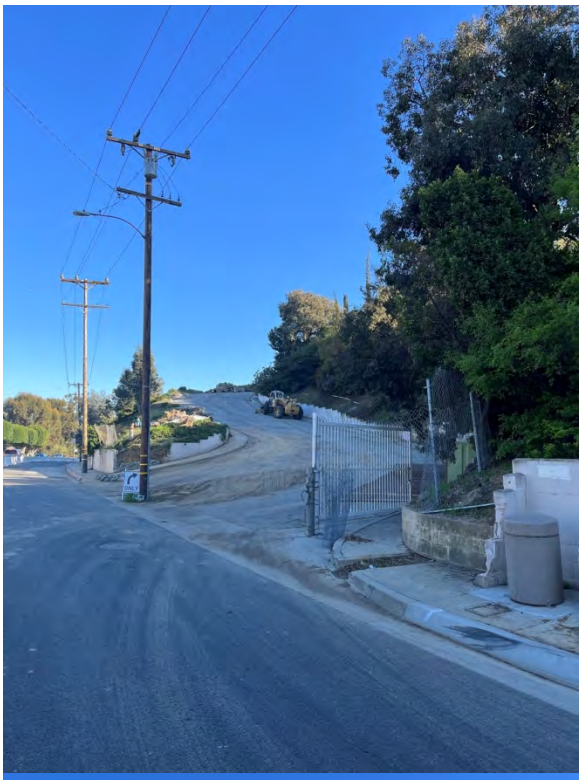
For more information on the GAP project, please contact the City Manager's Office at 626-307-1485, cmo@montereypark.ca.gov or visit www.montereypark.ca.gov/goodviews.

# # #
Print project map inline with article.

Exhibit D



Pictures dated February 9, 2022



Pictures dated February 11, 2022

Pictures dated February 11, 2022

KARL H. BERGER, State Bar No. 178458
City Attorney, City of Monterey Park
TIMOTHY E. CAMPEN, State Bar No. 197941
Assistant City Attorney, City of Monterey Park
HENSLEY LAW GROUP
2600 W Olive Ave Ste. 500
Burbank, CA 91505
Tel: (818) 333-5120; Fax: (818) 333-5121

Attorneys for Plaintiff CITY OF MONTEREY PARK
ON BEHALF OF THE PEOPLE OF THE STATE OF CALIFORNIA

Exempt from fees pursuant to Government Code § 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

IN RE PROPERTY AT: 1688 WEST GARVEY AVENUE, MONTEREY PARK, CALIFORNIA Property Owner: Center Int'l Investments, Inc.	**FOURTH STATUS REPORT SUBMITTED BY THE CITY ATTORNEY FOR THE CITY OF MONTREY PARK ON BEHALF OF THE PEOPLE OF THE STATE OF CALIFORNIA AND THE CITY OF MONTEREY PARK**

This Fourth Status Report is submitted in accordance with the Abatement Warrant issued by the Honorable Suzette Clover on November 17, 2021 affecting the above-captioned real property. Please refer to the First through Third Status Reports previously filed with the Court for activities occurring up to February 14, 2022. Since the Third Status Report was filed, the City undertook the following activities:

- On February 28, 2022, purchase orders were issued to obtain lumber for the retaining walls at the Goodviews Abatement Project ("GAP") site.
- On March 3, 2022, purchase orders were issued to obtain steel for the retaining walls at the GAP site.
- On March 3, 2022, Rincon Consultants was retained as a Storm Water Pollution Prevention Plan ("SWPPP") consultant to maintain the GAP weekly inspections in accordance with California law.

- On March 3, 2022, C.A. Rasmussen updated a new construction schedule reflecting that the GAP would take 205 days to complete.
- On March 3, 2022, the City of Monterey Park issued an Emergency Demolition Order to all entities engaging in the GAP including, without limitation, demolition and removal of existing infrastructure at the GAP site for purposes of removing underground transite pipe (i.e., pipe with asbestos) discovered during earthmoving at the site on or about February 25, 2022.
- Pictures demonstrating the progress of the GAP (with drone captured pictures from June 2021 to show comparison) are attached as Exhibit "A" for reference;
- On March 7, 2022, a cultural monitor for the Kizh Nation started observations at the GAP site.
- On March 8, 2022, the People's representatives met with representatives from the South Coast Air Quality Management District ("AQMD") regarding the transite pipe.
- On March 9, 2022, Mr. Chris Conkle, P.E. (from Geoysntec Consultants) filed a declaration in support of the People's related nuisance abatement action stating, in part, that the property owner's construction plans – as submitted to the City of Monterey Park in 2021 – cannot be used. All engineering and construction plans for the GAP must be restarted. A true and correct copy of that Declaration is attached as Exhibit "B" for reference.
- On March 10, 2022, the Acting Public Works Director and City Planner, Mr. Jon Turner, met petitioners in a separate action for a review of the GAP construction site.
- During Mr. Turner's March 10th meeting, one of the petitioners informed Mr. Turner that a private outdoor deck at the top of the GAP site appeared to be shifting. As a result, Mr. Turner ordered inclinometers to be installed at the GAP site to measure any soil movement.
- A proposal for inclinometers, dated March 11, 2022, in the amount of $49,800

was approved for installation.

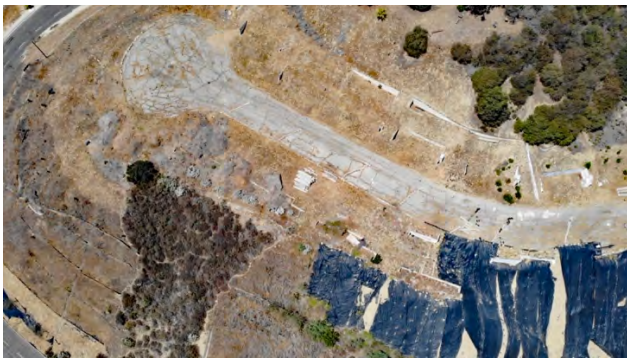
- Removal of the transite pipeline commenced March 11, 2022.
- A court hearing in the underlying nuisance abatement case is scheduled for March 16, 2022 (LASC Case No. BC605788) at 8:30 a.m. The People's Reply is attached as Exhibit "C" for reference which summarizes the matter.

While no additional Status Reports are currently scheduled in this matter, the People may seek to extend the time for this Abatement Warrant before its expiration on March 31, 2022.

DATED: March 14, 2022

Karl H. Berger
City Attorney for the City of Monterey Park
Ex rel. the People of the State of California

Exhibit A



“Before”
Pictures dated on or about June 10, 2021

Pictures dated March 3, 2022

Pictures dated March 3, 2022

Exhibit B

DECLARATION OF CHRIS CONKLE, P.E., G.E.

I, CHRIS CONKLE, P.E., G.E., hereby declare as follows:

1. I am a licensed civil engineer (P.E.) with the State of California, Credential No. 70923 since 2007, and a licensed geotechnical engineer (G.E.) with the State of California, License No. 2926, since 2011. I am employed by Geosyntec Consultants as a Principal Geotechnical Engineer, which has been retained by the City of Monterey Park to provide engineering consulting services concerning stabilization measures, including retaining walls, of a hillside located at 1688 W. Garvey in the City of Monterey Park, California 91754 (APN 5254-002-031) (the "Property"). I have 17 years of experience focused on geotechnical investigation, evaluation, design and quality assurance monitoring for a variety infrastructure projects, including retaining walls for hillside stabilization. I specialize in geotechnical infrastructure and foundation engineering, and have extensive experience in the area of analyzing and drafting geotechnical reports, construction plans, and engineering plans regarding the stability and remediation of slopes. I have personal knowledge of the facts stated in this Declaration, and if called as a witness, I could and would competently testify thereto.

2. This Declaration is made in support of the City of Monterey Park on behalf of the People of the State of California's ("City") Motion to Enforce Settlement Agreement concerning the Property.

3. I have personally, and in consultation with qualified colleagues, reviewed hillside stabilization plans submitted by Center Int'l Investments, Inc. ("CII") for hillside stabilization of the Property, including proposed retaining walls and related features.

4. The construction plans submitted by CII for the hillside stabilization did not incorporate sufficiently the relevant geotechnical recommendations. First, required remedial grading was not represented in the construction plans. Second, recommended geogrid materials that are placed in the soils for stabilization were not included in the plans.

5. Engineering of the retaining walls in CII's plans was inadequate. Specifically, CII's plans applied inappropriate assumptions regarding lateral earth pressure distribution assumptions in designing the features of the retaining walls intended to hold the hillside in

place. Additionally, CII's retaining wall design failed to include appropriate resistance to vertical loads.

6. Finally, in consultation with the City's contractor, C.A. Rasmussen, Inc., we have learned that retaining wall anchors (77-88) along the property line pose significant access constraints and related constructability concerns that may make implementing the plans impracticable. Further, as designed, several tieback anchors at five pile locations 8, 9,10,11,12 would have intersected each other in a way that could not be constructed.

7. As a result, the construction plans submitted by CII cannot be used, and the City, or anyone who would be seeking to construct the hillside stabilization, must effectivity start over with engineering and construction plans for this hillside stabilization.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

EXECUTED on this 9th day of March, 2022 at Costa Mesa, California.

Chris Conkle, P.E., G.E.

Exhibit C

KARL H. BERGER, State Bar No. 178458
City Attorney, City of Monterey Park
TIMOTHY E. CAMPEN, State Bar No. 197941
Assistant City Attorney, City of Monterey Park
JOAQUIN VAZQUEZ, State Bar No. 282528
Deputy City Attorney, City of Monterey Park
HENSLEY LAW GROUP
2600 W. Olive Avenue, Suite 500
Burbank, CA 91505
Tel: (818) 333-5120
Fax: (818) 333-5121

Attorneys for Plaintiff
THE PEOPLE OF THE STATE OF CALIFORNIA

Exempt from fees by
Government Code § 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PEOPLE OF THE STATE OF CALIFORNIA, ex. rel., MARK D. HENSLEY, City Attorney for the City of Monterey Park,

Plaintiffs,

v.

CENTER INT'L INVESTMENTS, INC., a California corporation, and
DOES 1 through 25, inclusive,

Defendants.

Case No.: BC605788

REPLY TO OPPOSITION TO PEOPLE'S MOTION TO ENFORCE SETTLEMENT AGREEMENT PURSUANT TO CCP § 664.6

[Filed concurrently with; Declaration of Karl H. Berger, Jonathon X. Turner, and Chris Conkle; Compendium of Evidence and Exhibits.]

Date: March 16, 2022
Time: 8:30 a.m.
Judge: Mel Red Recana
Dept: 45

Res # 308635144412

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I. INTRODUCTION

The City Attorney[1] for the City of Monterey Park ("City"), on behalf of the People of the state of California (the "People"), submits this Reply in rebuttal to Center Int'l Investments' ("CII") Opposition to People's Motion to Enforce Settlement Agreement pursuant to Code of Civil Procedure § 664.6 ("Opposition").

CII is confused. This is not a contract dispute. It is a law enforcement proceeding by the City Attorney on behalf of the People of the State of California to abate a public nuisance. The public nuisance is an ongoing threat that presents a very real and continuing danger to public health and safety. The People utilized every reasonable effort to cause CII to permanently abate the nuisance that is present on its property – even to the extent of causing the City of Monterey Park to process a residential development to accommodate CII's requests and promised performance. At no point over 12 years of ownership has CII fixed its property despite it having every opportunity to voluntarily do so. CII could have voluntarily abated the nuisance on its property at any time during the seven years since the People filed its civil public nuisance complaint. Its persistent and obstinate failure to act left the People with no choice but to step in and protect the community without further delay.

"CII waive[d] any and all rights of notice and hearing" in this case (Settlement Agreement, section 3; Exhibit B[2]). Simply because the People, in an abundance of caution, sought a court order to enforce the Settlement Agreement, does not void that waiver. In fact, this Court can completely disregard CII's Opposition and any arguments made under their waiver. The ultimate reason for the People's action in bringing this Motion to Enforce Settlement Agreement is to obtain a court order providing clear direction to sworn law enforcement officers who are securing the property in the event that CII's representatives interfere with the People's abatement of the public nuisance. The People *already have* the right to enter the subject property and abate this public nuisance.

With this proper context, the People submit this Reply to CII's Opposition.

/ / /

[1] Karl H. Berger was appointed City Attorney for the City of Monterey Park in 2020; the original case caption identifies Mark D. Hensley as the City Attorney. Mr. Hensley is now an Assistant City Attorney for the City of Monterey Park.
[2] Exhibits A-H referenced herein refer to those submitted with the People's original Motion.

II. CII FAILED TO ABATE THE PUBLIC NUISANCE

CII dismisses its long history of refusing to abate the public nuisance on its property as irrelevant. (Opposition, fn. 1.) This is objectively absurd. The People first notified CII of this public nuisance and requirement to abate it in March 2013. (Campen Dec., Para. 9.[3]) Every day that the public nuisance exists unabated is a "separate offense." (Monterey Park Municipal Code ("MPMC") § 4.10.010 (b)). From the date of the first administrative citation issued to CII (Campen Dec., Para. 9.) through just August 1, 2021, amounts to 3,068 separate violations of the Monterey Park Municipal Code. Providing the Court with the history of this case, and the virtually countless opportunities provided CII to stabilize the hillside, is absolutely relevant to understanding why the People are compelled to now abate this public nuisance.

After CII failed to meet the deadlines of the Original Settlement Agreement, the People accommodated CII with a First Amended Settlement Agreement with new deadlines. When CII failed to meet those new deadlines, the People *again* accommodated CII with new deadlines in the Second Amended Settlement Agreement.

In the revised timeline of the Second Amended Settlement Agreement, CII failed to meet the following deadlines:

- January 15, 2021 – "Horizontal permits issues."
- February 2, 2021 – "Final Map Recorded."
- March 8, 2021 – "Mobilize for Horizontal Improvements."

(Declaration of City Attorney Karl H. Berger ("Berger Dec."), ¶ 47; Exhibits B, RR.)

Additionally, the Second Amended Settlement Agreement required CII to submit its Plan A plans and seek City Council approval not later than November 4, **2020**; that did not happen until a full eight months later on the June 16, **2021** Council meeting. (Exhibit B; On Decl., ¶ 8.)

Any one of these failures, by itself, was sufficient for the People to commence with abating the hillside pursuant to the Settlement Agreement. Still, the People provided yet *another* accommodation for CII to voluntarily abate the public nuisance by demonstrating substantial

[3] All references to "Campen Decl." herein refer to the Declaration of Timothy Campen, submitted with the People's Original Motion to Enforce Settlement Agreement.

performance under the Settlement Agreement by August 1, 2021, as determined by the City acting on behalf of the People. (Berger Dec., ¶ 21.)

Despite extensive warnings from the City Attorney (*see, e.g.,* Exhibit T.), CII *still could not get Plan B* underway, even *after this deadline expired*. (Berger Dec., ¶ 26-44.) The People provided CII with notice it was not fulfilling its obligations under the Settlement Agreement and gave it more time to voluntarily comply. When CII again failed this,[4] the People determined that there was no reason to expect CII would ever voluntarily abate the hillside and consequently invoke its rights under the Settlement Agreement and its police powers to abate this public nuisance.

As noted above, the People and the City could have filed a new public nuisance abatement case *every day since 2013* to seek compliance. This is in addition to multiple civil and criminal actions the People and City could have undertaken to compel compliance with the MPMC and California law. Instead, the People chose to take the "civil" route by filing a civil lawsuit in 2015 to encourage voluntary compliance. (Berger Dec., ¶ 3.) This is in accordance with an underlying philosophy that achieving voluntary compliance from property owners is in the public interest. . (Berger Dec., ¶ 3.) Entering into the original Settlement Agreement after CII's failure to abate, amending it twice after its failure to abate, and then providing more opportunities to follow through after failing to meet its obligations are all accommodations to CII's benefit only – which it repeatedly squandered. (Exhibit B.) The Settlement Agreement provides nothing to the People or the City that is not alternatively available to it through applicable law. Because CII refuses to comply with its obligations under applicable law including, without limitation, the Settlement Agreement, the City, on behalf of the People, is abating the public nuisance on its own and at CII's cost.

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[4] Declaration of Acting City Planner, Jonathan Turner, P.E., is attached hereto as Exhibit X, which directly rebuts CII's contentions that the City was responsible for CII's failures to obtain grading permits by the established deadlines.

III. CII FAILED TO COMPLY WITH THE TERMS OF THE SETTLEMENT AGREEMENT

A. CII waived its rights to any hearing as a prerequisite to the City, on behalf of the People, to abate this public nuisance.

"CII waives any and all rights of notice and hearing, except as otherwise expressly provided by this Agreement..." (Original Settlement Agreement, Section 3(C); Exhibit B.) "In the event that Plan B is not ***underway*** by the deadline set forth in the Amended Project Schedule, CITY [on behalf of the People] may…enter the Property, abate the Nuisance, and/or complete Plan B…" (Second Amended Settlement Agreement, Section 3(C), Exhibit B (emphasis added).)

B. Resolution No. 12255 merely restates the terms of the Settlement Agreement, which authorizes abatement by the City, on behalf of the People.

As CII readily admits, it attended the June 16, 2021 meeting where the City Council approved the residential development for Plan A. (On Dec., ¶ 8) At that same meeting, the City Council adopted Resolution No. 12255. (Exhibit D.), attached to People's Motion to Enforce Settlement Agreement.) The reasons for adopting that Resolution are set forth in the Recitals contained in Section 1 of Resolution No. 12255. In sum, the Resolution declares an emergency as to the hillside on the Property and delegates authority to the City Manager to determine, in the City Manager's sole discretion, whether CII would make "substantive progress toward completing the Project as required by the Settlement Agreement by August 1, 2021." (Resolution No. 12255, Section 3(B); Exhibit D.) The "Project" is defined in Section 1(D) and constitutes stabilization of "the hillside through a series of retaining walls and other geotechnical solutions." (Resolution No. 12255, Section 1(D); Exhibit D).

CII's Opposition complains that the City Council unilaterally amended the Settlement Agreement and that the People must prove a breach before moving forward with Plan B. (Opposition, page 13, lines 6-28.) Neither assertion is supported by the four corners of the Settlement Agreement.

Section 1(a) of the Original Settlement Agreement[5] requires CII to "[w]ork in good faith

[5] Copies to the Original Settlement Agreement and its amendments, as referenced herein, are included in Exhibit B.

with the City … and obtain a Permit ***with all due speed***" (emphasis added). Section 1(b) of the Original Settlement Agreement provides:

> [f]or good cause shown, such as a delay in permit issuance caused by the City … ***the City Attorney will extend the time for completing construction … and such good cause shall be determined in the exercise of his reasonable discretion***. The progress of the Project shall not be deemed good cause because the obligation to complete the hillside restoration is independent from the City's obligation to process the Project in the normal course of business. (Emphasis added).

Section 1(D) of the First Amended and Restated Settlement Agreement states that:

> [t]he Parties intend for the Original Agreement to be merged and consolidated by reference into this Agreement. To the extent … there is a conflict between the Original Agreement and this Agreement, the terms and conditions of this Agreement will prevail."

Section 1(H) of the First Amended and Restated Settlement Agreement states that:

> [t]he Project Schedule … provides the critical path Schedule for Plan A and Plan B as contemplated in this Agreement. CII understands and agrees that absent good cause, ***as determined by CITY in its sole discretion*** (and contemplated below), the Project Schedule will not be altered. (Emphasis added).

Section 2(B)(iii) of the First Amended and Restated Settlement Agreement states that:

> [f]or good cause shown, such as a delay in CITY reviewing CII's proposed development plans, CITY processing or issuing a grading or building permit … the Project Manager ***may*** extend the time set forth in the Project Schedule by a period of time equal to the length of the delay. Such an extension of time must be in writing, executed by both Parties, and included as an operational memorandum ancillary to this Agreement.

Section 3(B) of the First Amended and Restated Settlement Agreement states that:

> Nothing in this Agreement obligates CITY to exercise its discretion in any particular manner with respect to Plan A. ***Any exercise of CITY's discretion regarding Plan A in accordance with applicable law cannot be deemed to constitute a breach of Plaintiff's duties under this Agreement***." (Emphasis added).

Section 4 of the First Amended and Restated Settlement Agreement states that:

> Nothing in this Agreement is intended to, nor can it, act as a limitation on CITY's present or future exercise of municipal powers in accordance with the California Constitution and applicable law.

Section 1(D) of the Second Amended and Restated Settlement Agreement provides, in part, that:

> The Parties intend for the Original Agreement and the First Amended Agreement to

> be merged and consolidated by reference into this Agreement. To the extent … there is a conflict between the Original Agreement, the First Amended Agreement, and this Agreement, the terms and conditions of this Agreement will prevail.

Section 1(I) of the Second Amended and Restated Settlement Agreement provides, in relevant part, that:

> CII understands and agrees that absent Good Cause, ***as determined by CITY in its sole discretion*** (and contemplated below), the Amended Project Schedule will not be altered. ***"Good Cause" shall mean demonstrated progress and effort by CII in its performance***, delays attributable to the CITY's review of Plan A project materials, CITY processing or issuing a grading or building permit, or because of unusual inclement weather impeding construction." (Emphasis added).

Section 2(B) of the Second Amended and Restated Settlement Agreement provides, in part, that:

> [i]n the event that Plan B ***is not underway by the deadline set forth in the Amended Project Schedule***, CITY may (1) enter the Property, abate the Nuisance, and/or complete Plan B, and (2) foreclose on the Liens recorded in its favor … to recover the cost of completing Plan B." (Emphasis added).

In short, no specific "breach" of some discrete aspect of the Settlement Agreement, including any final completion deadline, is required for the People take over remediation of the hillside. As noted by the emphasized language above, the People and CII have always agreed that the City of Monterey Park (acting on the People's behalf) would have **sole discretion** regarding whether CII was **progressing toward completion of abatement of the hillside**. Performance issues could be mitigated by a determination of "good cause" by the City Attorney or the City's project manager.

However (and even assuming that CII had not waived all appeals rights via the Settlement Agreement, which it has), the only recourse CII would have regarding the People's (or City's) decisions on "good cause" of whether the Plan B was "underway" would, theoretically, be to seek a writ petition pursuant to Code of Civil Procedure § 1094.6. Yet, CII did not attempt such action. Nor does CII dispute in its Opposition that it never provided public comment regarding Resolution No. 12255 or made a single objection to the People's use of August 1, 2021 as the deadline for determining CII's substantial compliance with the Settlement Agreement.

The relevant, written record is very plain that the People and City gave CII every reasonable opportunity to comply with the Settlement Agreement. For example, even reading just the project schedule for the Second Amended and Restated Settlement Agreement shows that the Plan A public hearing was supposed to have been held **November 4, 2020**. (Second Amended Settlement

Agreement; Exhibit B.) CII did not bring it before the City Council until June 16, 2021 – eight months later. (Exhibit D.) Even the COVID-19 pandemic cannot account for this delay.

As noted in Resolution No. 12255 (*see* Sections 1 and 3), the City Council considered the entire history of CII's property and the entire administrative record. (Exhibit D.) Its decision to establish a deadline for substantial compliance was entirely reasonable given the totality of circumstances. Moreover, the written record unambiguously demonstrates the People's and City's restraint in exercising the discretion delegated by the City Council (and other applicable law). In the end, however, the only conclusion that could be drawn as to determining CII's compliance with the Settlement Agreement was that enough was enough (*see*, Berger Dec., ¶ 44).

IV. CII's OPPOSITION PRESENTS IRRELEVANT ARGUMENTS

A. Failure to complete slope stabilization by either April or September 2022 is not required for the People to abate the public nuisance.

CII contends that "so long as the slope stabilization was completed by the 2022 deadlines (i.e., either April 5, 2022 [for Plan B] or September 8, 2022 [for Plan A]), CII would be in compliance with the Settlement Agreement." (Opposition, p. 12, lines 21-23.) This is simply wrong.

As stated above, Section 2(B) of the Second Amended and Restated Settlement Agreement provides, in part, that

> [i]n the event that Plan B ***is not underway by the deadline set forth in the Amended Project Schedule***, CITY may (1) enter the Property, abate the Nuisance, and/or complete Plan B." (Emphasis added).

The timelines provided in the amended agreements were obviously put in place to ensure that CII remained on schedule to complete abatement by specific deadlines (*see, e.g.,* Berger Dec., ¶, para. 9.) CII's interpret the Settlement Agreement to allow it to fail to meet interim deadlines, yet neither the People nor the City could take any action for failing to perform until the September 8, 2022 deadline to see if Plan A remediation was completed, is patently absurd, directly contradicts the Settlement Agreement, and violates the People's continuing obligation to protect public health and safety.

/ / /

B. The Development Agreement is irrelevant to this Motion.

This case is a nuisance abatement case brought by the People of the State of California. It is not – as CII would have the court believe – a breach of the Development Agreement between CII and the City of Monterey Park. (*see generally* Opposition.) Even discussing the Development Agreement is a red herring for the court particularly since ***the City of Monterey Park is not a party to this action***. The City's involvement with the matter is based on the fact that it is the only public entity that could process or approve any of CII's plans and permits for Plan A. It did so. The People do not have the power to approve such plans and permits and is not a party to the Development Agreement. CII's reliance upon the language in the Development Agreement here is misleading and inappropriate. If it wishes to file suit against the City of Monterey Park for breach of contract, then it is free to do so after complying with the Government Claims Act.

C. The writ petition filed against the City of Monterey Park is irrelevant to this Motion.

CII would further like the court to believe that the writ petition (*Save Our Slopes v. City of Monterey Park et seq*., LASC Case No. 21STCP02365) filed against CII and the City of Monterey Park (but not the People) really challenging the residential development aspect of the City's approvals is relevant to this case. It is not. This is a fact that was told to CII more than once, i.e., the writ petition did not suspend the timelines in the Settlement Agreement (*see*, Berger Dec., ¶ 25 ["[w]e continue to move forward with reviewing matters for Plan B since that is an abatement of a public nuisance."]; and Berger Dec., ¶ 27 ["if there was a pause on CII's part because the writ was filed, that should have not happened and will not change the timeline for Plan B in the settlement agreement").

Simply put, the writ petition did not prevent CII from proceeding with constructing the hillside stabilization according to Plan B – or in such a manner that would accommodate a future residential development.

D. The People's abatement warrant was strictly for temporary "winterization" measures, and is irrelevant to this Action.

CII asserts that when the People obtained an abatement warrant in November of 2021 to implement temporary winterization measures before the oncoming rainy season, amounted a

violation of the Settlement Agreement and "precluded CII from having notice and an opportunity to be heard with respect to the status of CII's abatement efforts." (Opposition, p. 16, lines 19-26.)

Setting aside (once again) the fact that CII waived *all rights to notice or a hearing* and that the People were not required to even obtain an abatement warrant (*see,* Settlement Agreement; Exhibit B.) the abatement warrant obtained by the People was strictly to implement temporary measures to protect the hillside from the upcoming rainy season. (Exhibit F.) This was done after CII failed to properly maintain the Property and after CII's representatives interfered with the People's access to the Property in accordance with the Settlement Agreement. (Declaration of Jonathon Turner, ¶ 5, filed concurrently herewith.) Much like the instant Motion, the People sought and obtained an abatement warrant expressly for the purpose of ensuring that sworn law enforcement officers could detain and, if required, arrest persons interfering with the People's nuisance abatement activities. The warrant is limited in time and scope (such as sandbags and tarps) and does not involve any actions related to the permanent abatement of the hillside. CII's argument is irrelevant to the case at hand.

E. Neither the People nor the City are interfering with CII's Ability to Proceed by engaging with their project management company.

CII contends that "[t]he City is now interfering with CII's contractual relationships with its project manager (KCM Group), hindering CII's ability to proceed." (Opposition, page 17, lines 22-26.) This is inaccurate and irrelevant.

The People informed CII in the October 13, 2021 Notice of Default that the City, on behalf of the People, was taking over the project to abate the hillside, and directed CII not to interfere. (Exhibit E.) The City did not contact KCM Group until late December 2021; the contract for services was executed January 19, 2022[6] – months after CII was no longer able to proceed on the project anyway. (Berger Dec., ¶¶ 18 & 19.) Whether KCM Group breached a

[6] The City contracted with KCM to reduce costs and construction timelines for the Goodviews Abatement Project ("GAP"). The City's initial cost estimates for creating construction drawings to implement the GAP were significant and led to longer delays in constructing the GAP. It was the City's understanding that KCM Group possessed the plans and specifications for "Plan B2" and could provide them to the City's contractor for construction. As it turns out, this was incorrect. Contrary to the assertions by CII in its Opposition, there are no usable plans and specifications (*see*, Declaration of Chris Conkle, filed concurrently herewith; *see also*, Berger Dec., ¶¶ 18 and 19).

contract with CII is beyond the scope of this Motion and a civil matter between those entities.

F. The People took all reasonable steps to assist CII

CII asserts that it "approached the City and asked if could start the remediation process in anticipation of the approvals being given by the City to gain some time" (*see,* Opposition, p.8, ln.18-20). It is unclear what CII is relying upon to make this assertion. The *written* record makes it plain that the *City* was asking CII to submit paperwork well *before* the June 16, 2021 City Council hearing (*see*, Berger Dec., ¶ 15 [communication June 2, 2021]; Berger Dec., ¶ 16 [communication June 3, 2021]; Berger Dec., ¶ para 17 [communication June 14, 2021: "completion of the infrastructure is September 2022. Your client should have been working on this earlier this year."]; Berger Dec., ¶ 17 [communication June 15, 2021 "[y]ou and I both know what caused the hearing delays. And we both know that is not the City's problem. Just so we are clear."].)

IV.

CONCLUSION

For the forgoing reasons and those stated in the People's Original Motion to Enforce Settlement Agreement, the People of the State of California request this Court's acknowledgement that City of Monterey Park, on behalf of the People, may proceed without interference from CII to abate the hillside slope on Property, which is a public nuisance and presents a continuing threat to public health and safety.

DATED: March 9, 2022

Respectfully submitted,
Karl H. Berger, City Attorney
HENSLEY LAW GROUP

By: Timothy E. Campen, Assistant City Attorney
Attorneys for Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA

Resolution
Attachment 2

DECLARATION OF JONATHON M. TURNER, P.E.

I, JONATHON M. TURNER, hereby declare as follows:

1. I am a credentialed civil engineer with the State of California, Credential No. CE60214, by State Board of Professional Engineers, Land Surveyors and Geologists, and have been so licensed since February 2000. I am also credentialed as a Qualified SWPPP (stormwater pollution prevention plan) Developer, Certificate 00807, with the California State Water Resources Control Board. I hold a Bachelor of Science degree in civil engineering from California Polytechnic State University, San Luis Obispo. I am the President and Principal Engineer for Phoenix Civil Engineering, Inc., based out of Santa Paula, California. I have extensive experience in the area of analyzing geotechnical reports, construction plans, and engineering plans regarding the stability and remediation of slopes, as well as project management and implementation of slope stability and remediation. I have prepared Storm Water Pollution Prevention Plans for numerous projects public and private and am well versed in the requirements of the SWRCB with respect to Best Management Practices (BMPs) implementation and maintenance. I have personal knowledge of the facts stated in this Declaration, unless stated on information and belief, in which case, I believe the facts to be true, and if called as a witness, I could and would competently testify thereto.

2. This Declaration is made in support of the City of Monterey Park on behalf of the People of the State of California's ("City") *ex parte* Application for an Abatement Warrant for the property commonly known as 1688 W. Garvey in the City of Monterey Park, California 91754 (APN 5254-002-031) (the "Property").

3. I have been duly appointed and authorized to act as the Acting City Planner on behalf of the City of Monterey Park concerning the slope abatement and proposed

development of the Property since January 2019.

4. The months of November through April account for the vast majority of average annual rainfall in Los Angeles County. The dates of November through April are recognized by the regulatory agencies as the rainy season for the purposes of implementation of storm water "best maintenance practices" ("BMPs") for construction sites.

5. Based on information and belief, the Property's hillside has previously been subject to catastrophic failure in 1984, requiring the City to remove soils debris from the roadway and install a soils debris impact wall that is located along a portion of the Property line along W. Garvey Avenue. There has been no substantive remediation to the hillside since that time, and implementation of plans approved by the City of Monterey Park for new, permanent retaining walls is necessary to secure the hillside.

6. Based on information and belief, the property owner had developed an approved winterization plan for the parcel on or about May 2018, to be implemented until permanent retaining walls are constructed. On or about September 2019, CII was required to update the winterization plan for the Property, which was signed and submitted in November 2019. The term "winterization" refers to measures taken to mitigate erosion and risk of slope failure due to water infiltration from seasonal rain and weather. A true and accurate copy of the winterization plan is attached hereto as Exhibit G.

7. On February 20, 2019, I issued to CII's representative a letter of noncompliance of the required winterization, noting that, among other things, soils debris from the hillside had fallen onto W. Garvey Avenue. A year later on February 12, 2020, I issued another letter of noncompliance of the required winterization of the hillside and warned CII that failure to comply with the approved winterization plan could result in default of the Settlement

Agreement with the City. True and accurate copies of the letters of non-compliance are attached hereto as Exhibit H.

8. On October 20 and November 10, 2021, I re-inspected the Property concerning the condition and erosion mitigation of the hillside slope, of the Property facing Garvey Avenue. I observed that plastic sheeting intended to minimize water intrusion into the slope was blown apart in multiple locations. Sandbags have degraded to the point where the sand is leaking out of the bags in multiple locations. The efforts intended to act as erosion and water intrusion control measures have not been properly maintained since I have been appointed Acting City Planner for the Property, which is contributing to exacerbate the potential failure of the hillside slope. True and accurate photos of the condition of the Property on October 20 and November 10, 2021, attached hereto as Exhibit I.

9. The existing hillside plastic tarps need to be removed and replaced, as they have reached their lifespan due to exposure and failure to be property secured.

10. All of the existing sandbags onsite need to be removed and replaced with gravel filled bags to avoid sand migration and clean up issues after failure. The Property owner appears to have placed more sandbags over the failed bags, which is an unacceptable practice. Further, the existing sandbags direct the flow of water in an uncontrolled manner which results in storm water flowing at a high velocity into the vehicle lanes on W. Garvey Avenue.

11. On November 10, 2021, I inspected the Property with a representative of Gothic Landscape, whom the City intends to hire for winterization services concerning the Property. Gothic Landscape is an established industry contractor that specializes in installation, maintenance and removal of storm water BMPs for construction sites. I have provided Gothic Landscape with the approved Erosion Control Plan that is to be employed for the hillside

stabilization project. The Erosion Control Plan ("Mitigation Plan") is appropriate for the hillside slope pending permanent remediation.

12. Fulfilling the Mitigation Plan will require hundreds of gravel-filled sandbags strategically placed on the hillside. Further, approximately two acres of tarp will need to be secured along the slope. It is anticipated this initial effort will take up to 10 working days.

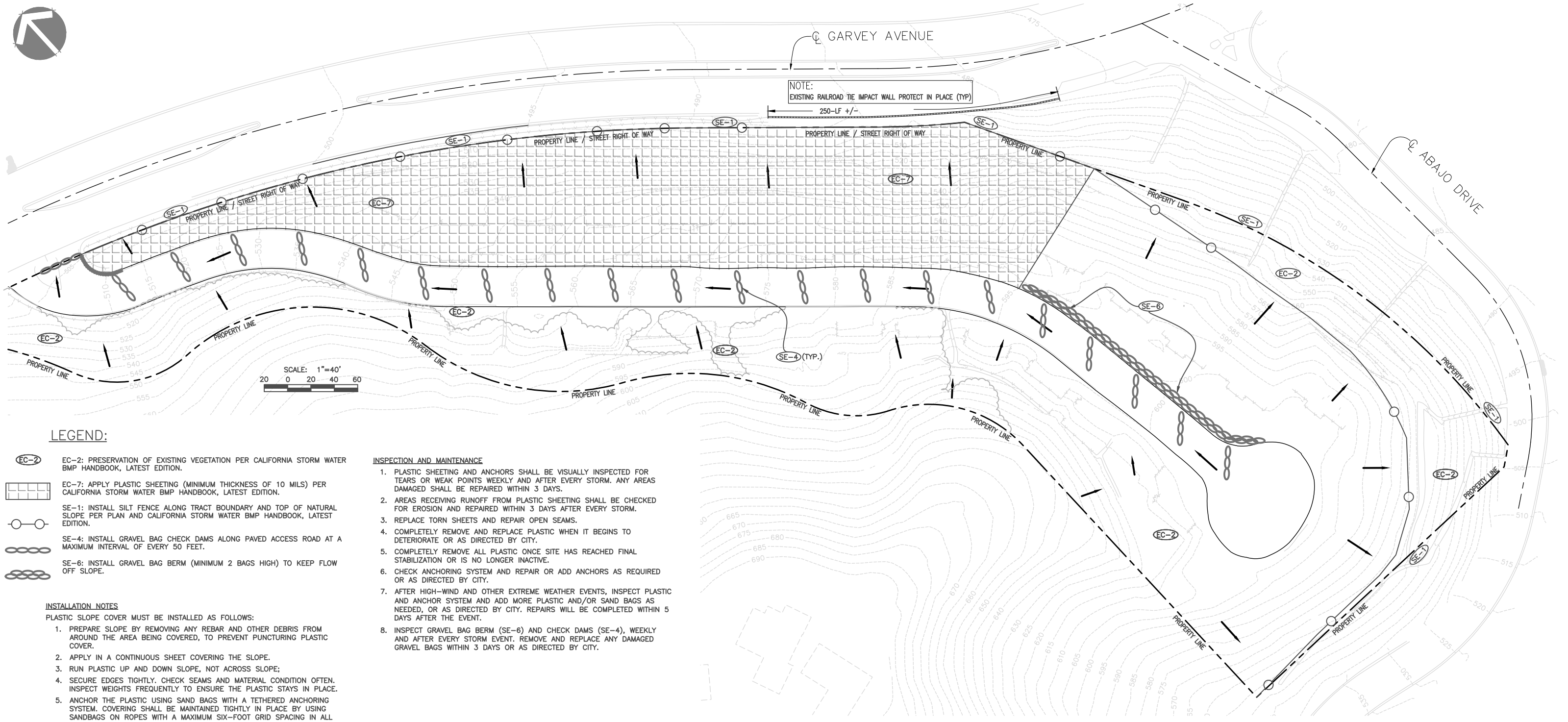
13. On going maintenance will require returning to the site on a weekly basis, or as required by inclement weather, to ensure the integrity of the Mitigation Plan. Maintenance of these temporary mitigation measures will cease once work begins by a grading contractor to begin implementation of Plan B, at which time the grading contractor will assume responsibility of the hillside. This is expected to occur anywhere between January and April of 2022, at which time the need for this abatement warrant will not longer be necessary.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

EXECUTED on this 15th day of November, 2020 at Santa Paula, California.

Jonathon M. Turner

Exhibit G



LEGEND:

EC-2: PRESERVATION OF EXISTING VEGETATION PER CALIFORNIA STORM WATER BMP HANDBOOK, LATEST EDITION.

EC-7: APPLY PLASTIC SHEETING (MINIMUM THICKNESS OF 10 MILS) PER CALIFORNIA STORM WATER BMP HANDBOOK, LATEST EDITION.

SE-1: INSTALL SILT FENCE ALONG TRACT BOUNDARY AND TOP OF NATURAL SLOPE PER PLAN AND CALIFORNIA STORM WATER BMP HANDBOOK, LATEST EDITION.

SE-4: INSTALL GRAVEL BAG CHECK DAMS ALONG PAVED ACCESS ROAD AT A MAXIMUM INTERVAL OF EVERY 50 FEET.

SE-6: INSTALL GRAVEL BAG BERM (MINIMUM 2 BAGS HIGH) TO KEEP FLOW OFF SLOPE.

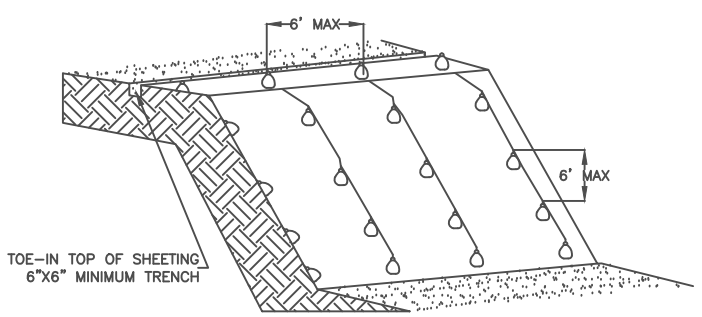
INSTALLATION NOTES

PLASTIC SLOPE COVER MUST BE INSTALLED AS FOLLOWS:

1. PREPARE SLOPE BY REMOVING ANY REBAR AND OTHER DEBRIS FROM AROUND THE AREA BEING COVERED, TO PREVENT PUNCTURING PLASTIC COVER.
2. APPLY IN A CONTINUOUS SHEET COVERING THE SLOPE.
3. RUN PLASTIC UP AND DOWN SLOPE, NOT ACROSS SLOPE;
4. SECURE EDGES TIGHTLY. CHECK SEAMS AND MATERIAL CONDITION OFTEN. INSPECT WEIGHTS FREQUENTLY TO ENSURE THE PLASTIC STAYS IN PLACE.
5. ANCHOR THE PLASTIC USING SAND BAGS WITH A TETHERED ANCHORING SYSTEM. COVERING SHALL BE MAINTAINED TIGHTLY IN PLACE BY USING SANDBAGS ON ROPES WITH A MAXIMUM SIX-FOOT GRID SPACING IN ALL DIRECTIONS.
6. ALL SEAMS SHALL BE TAPED FOR THE FULL LENGTH OF THE SEAM. A MINIMUM OF 12" OVERLAP OF ALL SEAMS IS REQUIRED.
7. PLACE PLASTIC INTO A SMALL SLOT TRENCH (6-INCH WIDE BY 6-INCH DEEP) AT THE TOP OF THE SLOPE AND BACKFILL WITH SOIL TO KEEP WATER FROM FLOWING UNDERNEATH; NO RUNOFF SHALL RUN UNDER THE PLASTIC COVERING.
8. PLACE SAND FILLED GEOTEXTILE BAGS EVERY 3 TO 6 FEET ALONG SEAMS. SAND BAGS MAY BE LOWERED INTO PLACE TIED TO ROPES.
9. PLASTIC SHEETING SHALL HAVE A MINIMUM THICKNESS OF 10 MILLIMETERS.
10. IF EROSION AT THE TOE OF A SLOPE IS OBSERVED, A GRAVEL BERM, RIPRAP, OR OTHER SUITABLE PROTECTION SHALL BE INSTALLED AT THE TOE OF THE SLOPE IN ORDER TO REDUCE THE VELOCITY OF RUNOFF.
11. INSPECT PLASTIC WEEKLY FOR RIPS, TEARS, AND OPEN SEAMS AND REPAIR IMMEDIATELY.

INSPECTION AND MAINTENANCE

1. PLASTIC SHEETING AND ANCHORS SHALL BE VISUALLY INSPECTED FOR TEARS OR WEAK POINTS WEEKLY AND AFTER EVERY STORM. ANY AREAS DAMAGED SHALL BE REPAIRED WITHIN 3 DAYS.
2. AREAS RECEIVING RUNOFF FROM PLASTIC SHEETING SHALL BE CHECKED FOR EROSION AND REPAIRED WITHIN 3 DAYS AFTER EVERY STORM.
3. REPLACE TORN SHEETS AND REPAIR OPEN SEAMS.
4. COMPLETELY REMOVE AND REPLACE PLASTIC WHEN IT BEGINS TO DETERIORATE OR AS DIRECTED BY CITY.
5. COMPLETELY REMOVE ALL PLASTIC ONCE SITE HAS REACHED FINAL STABILIZATION OR IS NO LONGER INACTIVE.
6. CHECK ANCHORING SYSTEM AND REPAIR OR ADD ANCHORS AS REQUIRED OR AS DIRECTED BY CITY.
7. AFTER HIGH-WIND AND OTHER EXTREME WEATHER EVENTS, INSPECT PLASTIC AND ANCHOR SYSTEM AND ADD MORE PLASTIC AND/OR SAND BAGS AS NEEDED, OR AS DIRECTED BY CITY. REPAIRS WILL BE COMPLETED WITHIN 5 DAYS AFTER THE EVENT.
8. INSPECT GRAVEL BAG BERM (SE-6) AND CHECK DAMS (SE-4), WEEKLY AND AFTER EVERY STORM EVENT. REMOVE AND REPLACE ANY DAMAGED GRAVEL BAGS WITHIN 3 DAYS OR AS DIRECTED BY CITY.



CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL
CPESC

CITY OF MONTEREY PARK

WINTERIZATION EROSION CONTROL PLAN FOR 1688 W. GARVEY AVENUE - EXISTING SITE EROSION CONTROL PLAN

APPROVED

Acting City Planner

PRINT DATE: 2019-09-05

SHEET 1 OF 1

CONSTRUCTION MANAGEMENT:
KCM GROUP
1940 GARNET AVENUE, SUITE 300
SAN DIEGO, CA 92109
TEL: (858) 273-5400
FAX: (858) 273-5455
E-MAIL: www.kcmgroup.net

DEVELOPER:
CENTER INT'L INVESTMENTS, INC.
501 W. GARVEY AVE. #207
MONTEREY PARK, CA 91754
TEL: (626) 379-3268
FAX: (626) 282-8605
E-MAIL: www.centerintinvestments.com

PROJECT ARCHITECT
SLSD
1414 FAIR OAKS AVENUE, STE 2
SOUTH PASADENA, CA 91030
TEL.: (626) 799-8818
FAX.: (626) 799-8823
E-MAIL: www.slsdinc.com

SOIL / GEOTECHNICAL ENGINEER:
ADVANCED GEOTECHNICAL SOLUTIONS, INC.
485 CORPORATE DRIVE, SUITE B
ESCONDIDO, CA 92025
TEL. (714) 786-5661
FAX. (714) 409-3287
E-MAIL: www.adv-geosolutions.com

CIVIL ENGINEER:
FOCUS ENGINEERING, INC.
CIVIL ENGINEERS LAND SURVEYORS
25 MAUCHLY, SUITE 317
IRVINE, CA 92618
TEL. (949) 450-0590
FAX. (949) 450-0592
E-MAIL: focusengring@sbcglobal.net

EARTH RETENTION DESIGNER:
DRS ENGINEERING INC.
3564 SAGUNTO ST. #486
SANTA YNEA, CA 93460
TEL. (818) 402-3962
FAX. (818) 276-1922
E-MAIL: DRS@DRS-ENGINEERING.NET

REVISIONS

NO.	DATE	DESCRIPTION

Exhibit H

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov

City Council
Peter Chan
Mitchell Ing
Stephen Lam
Hans Liang
Teresa Real Sebastian

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

February 20, 2019

Mr. Robert Garrison
Director of Consulting Services
Murow|CM
1151 Duryea Ave
Irvine, CA 92614

1688 W. Garvey Ave – Site Slope Winterization Remediation Requirements – Supplemental Visit

I visited the project site boundary again after the first noncompliance letter was sent out on 2/11/19 regarding the slope winterization. This was after I was assured that the slope protection would be brought into compliance. I have included updated photos of the current condition of the slope. It appears that some work was performed; however, other areas were not completed. It is unclear why the identified deficiencies were not completely addressed. Additionally, there is soil debris that the site driveway on Garvey Ave. This needs to be swept up and removed from the public right of way.

Based on the condition of the winterization measures at the time of my second site visit, it is my opinion that the erosion protection system is still not in compliance at the locations shown on the attached photo log. Please remediate these issues by Friday, February 22, 2019 and notify me when the effort is completed. Failure to comply with this requirement will result in additional code enforcement action including, without limitation, the City issuing a notice of violation and notice of default under the settlement agreement. A copy of this letter is being forwarded to Karl H. Berger, Assistant City Attorney.

Sincerely,

Jon Turner, PE
Principal Engineer
Acting City Planner

Enclosure

Slope View from Abajo Drive Looking North – Plastic Sheeting Remnants Still Present

Garvey Ave - Gaps in Slope Plastic Sheeting Requiring Repair

Garvey Ave - Gaps in Slope Plastic Sheeting Requiring Repair

Garvey Ave - Deteriorated Plastic Sheeting Still Present

Garvey Ave - Gaps in Slope Plastic Sheeting Requiring Repair and Deteriorated Sheeting Requiring Replacement Still Present

Garvey Ave - Gaps in Slope Plastic Sheeting Requiring Repair and Deteriorated Sheeting Requiring Replacement

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov

City Council
Peter Chan
Mitchell Ing
Stephen Lam
Hans Liang
Teresa Real Sebastian

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

February 12, 2020

Mr. Gordon Kovtun
KCM Group
1900 Garnet Ave. #300
San Diego, CA 92109

1688 W. Garvey Ave – Site Slope Winterization Remediation Requirements – Site Visit

I visited the project site on 2/09/20 to review the installation of the slope winterization. This was after I was notified by the City that the slope protection was a concern to nearby residents. I have included photos of the current condition of the slope. It appears that some work is needed on the slope to bring it into compliance with the approved project plans.

Based on the condition of the winterization measures at the time of my site visit, it is my opinion that the erosion protection system is not in compliance at the locations shown on the attached photo log. Please remediate these issues by Friday, February 14, 2020 and notify me when the effort is completed. Failure to comply with this requirement will result in additional code enforcement action including, without limitation, the City issuing a notice of violation and notice of default under the settlement agreement.

Sincerely,

_____
Jon Turner, PE
Principal Engineer
Acting City Planner

Enclosure

IMG_0261

IMG_0262

IMG_0263

IMG_0264

IMG_3871

IMG_3872

IMG_3873

IMG_3874

IMG_3875

IMG_3876

IMG_3877

IMG_3878

Exhibit I

1688 W. Garvey Photos – Nov. 10, 2021

Resolution
Attachment 3

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov

City Council
Peter Chan
Hans Liang
Henry Lo
Yvonne Yiu

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

May 12, 2022

Sent via First Class U.S. Mail and Certified Mail

Center Int'l Investments, Inc.
Attn: Karrie On, Chief Executive Officer
501 West Garvey, Suite 207
Monterey Park, CA 91754

Re: Letter dated April 12, 2022 regarding Development Agreement

Dear Ms. On:

This letter responds to that sent by Center Int'l Investments, Inc. ("CII") attorneys dated April 12, 2022 regarding Development Agreement No. DA-21-01 adopted by Ordinance No. 2211 on July 17, 2022 (the "DA"). Pursuant to Section 21 of the DA, notices are sent to your attention at the above address with a courtesy copy to CII's attorneys. Note that the City's notices to the above address are being returned as undeliverable; absent an update to the DA, however, the City will continue sending notices to the above address.

CII's attorneys originally sent prior version of the April 12th letter to the City Attorney only. Per Section 21 of the DA, however, all notices must be sent to the City with a courtesy copy to the City Attorney. I am responding here on the City's behalf since the properly served April 12th letter alleges that the City is in breach of the DA as to issuing grading permits and cooperating with CII in existing litigation. Unsurprisingly, the City disagrees with CII's contentions. CII's letter is an obvious misrepresentation of the truth, and its allegations are easily refuted with written documentation.

- Grading Permit

At the outset, note that the DA did not become effective until August 16, 2021. Anything before that date, therefore, could not legally constitute a breach of contract. Identifying alleged actions or inactions as being breaches of the DA in June and July is nonsensical.

CII asserts it filed a grading permit application on June 18, 2021. That is inaccurate. The document "filed" by CII on June 18, 2021 was returned as it was incomplete. A *complete* grading permit application was not filed until *August 19, 2021*. This occurred only after the City Attorney emailed

CII's representatives on August 9, 2021 and August 10, 2021. All documents are enclosed for your reference.

CII's allegation of the City failing to process the grading permit in a timely manner is also inaccurate. After the Acting City Planner (and Project Manager) returned the grading permit application with comments on June 30, 2021, there was no response from CII for a month. In fact, on July 30, 2021 the Acting City Planner contacted CII's project manager to inquire of the status of the application considering the grading permit deadline was August 1, 2021. CII still did not return the application until August 9, 2021, to which the City Planner returned it the very next day with more comments, repeating that deficiencies previously identified were not addressed. Issues with providing a required storm water pollution prevention plan compliant with California law followed a similar pattern of back and forth through September 23, 2021. At every turn, the City responded to CII's permit application submissions in less time than the typical turn around for such permits, and often within a day or two.

In addition to multiple email communications from the City Attorney and the City's Project Manager to CII's representatives (including CII's counsel) commencing at the beginning of July – all of which urged CII to obtain a grading permit immediately – I issued a Notice of Breach dated August 25, 2021. That letter provided CII an opportunity to cure its breach of the settlement agreement with the People by obtaining a grading permit not later than August 31, 2021. A copy of that letter is enclosed for your convenience.

Even after CII failed to obtain a permit by the extended August 31, 2021 deadline, the City *still* exerted every reasonable effort to have CII obtain a grading permit. That includes email communications from the City Attorney to Mr. Alfred Fraijo dated August 31, 2021; a phone call with Mr. Fraijo on August 31, 2021; additional email correspondence on September 1, 2021; more email correspondence on September 3, 2021; another email on September 7, 2021; and again on September 9, 2021. All of these communications are in your counsel's possession. Yet, CII did not submit the necessary paperwork with required corrections until on or about September 23, 2021 – long after the August 31st extended deadline.

Pursuant to Monterey Park Municipal Code ("MPMC") Chapter 16.21 and California Building Code ("CBC") § 105.3.2, CII's application for a grading permit expired either on December 20, 2021 (if one uses CII's erroneous claim of June 18, 2021) or March 18, 2022 (if one uses the September 23, 2021 date on the completed application). In either event, CII's permit application expired well before the April 12th letter alleging a breach of the DA. The City cannot issue a permit for which no application exists.

The April 12th letter also complains that CII's project manager "inquired about the status of the grading permits" on October 5, 2021. It is unclear why that would have occurred since CII was well-informed that it was required to obtain grading permits not later than August 31st. Even if, however, one accepts CII's rendition of events – which is easily contradicted – the City does not have any record of CII filing the administrative appeal required by CBC § 113, as adopted by the MPMC. An appeal of any permit decision must be perfected to the Construction Appeals Board within 20 days from the date of that decision. In Monterey Park, the Planning Commission acts as the Construction Appeals Board. By any calculation of time, therefore, CII waived its objections to the City's processing of the grading permit application since it failed to file an administrative appeal.

In sum, the City cannot be in breach of the DA for failing to issue a grading permit as there are currently no pending permit applications for processing. Additionally, CII failed to pursue the necessary administrative remedies required to appeal any contention of a permit denial, obviating any requirement for reconsideration.

- Third-Party Lawsuit

The April 12th letter also complains that the City did not cooperate in the pending case captioned *Save Our Slopes v. City of Monterey Park, et al.* (filed July 21, 2022) LASC Case No. 21STCP02365 ("SOS Case"). Again, CII's complaints and revisionist history are directly contradicted in writing.

In a series of email and other correspondence (all of which CII and its attorneys possess), it is plain that (1) the City Attorney tendered the defense of the SOS Case to CII on July 20, 2021 along with the recommendation regarding a joint defense agreement; (2) the City Attorney followed up on August 3, 2021 confirming the tender; (3) on August 9 and August 10, 2021, the City Attorney demanded execution of the joint defense agreement that still had not been completed; (4) the City Attorney's office was informed on or about September 17, 2021, that CII had not accepted the City's defense tender; (5) this was confirmed in writing by CII's counsel on September 21, 2021; (6) on September 21, 2021, the City Attorney noted that the SOS Case should have been already resolved and that the City "will simply part company with CII and settle on its own" if CII did not fulfill its obligations by the end of September; (7) on October 13, 2021, the City issued a Notice of Default which, among other things, noted that because CII failed to defend and indemnify, the City would "separately and independently" settle the SOS Lawsuit; (8) on October 20, 2021, the City Attorney noted that CII's failure to defend and indemnify the City was "astounding." The City is defending its rights in the SOS Lawsuit since CII refused to do so. Neither an actual court nor the court of public scrutiny will view such action as a breach of the DA.

CII was provided ample opportunity to act in good faith as to its obligations to abate the public nuisance on its property independent of any residential development. It failed to fulfill its legal duties despite years of being warned about the consequences. The City's actions, on behalf of the People of the State of California, cannot be characterized as anything but foreseeable. Apparently, notwithstanding the written record, CII seeks to engage in alternative facts to fit its own narrative. In doing so, it misrepresents itself to the City Council and to the public.

Sincerely,

Ron Bow
City Manager

C: Mayor and City Council Members
Karl H. Berger, City Attorney
Alfred Fraijo, CII Counsel

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov

City Council
Yvonne Yiu
Henry Lo
Fred Sornoso
Hans Liang
Peter Chan

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

August 25, 2021

Sent via First Class U.S. Mail and Certified Mail

Center Int'l Investments, Inc.
Attn: Karrie On, Chief Executive Officer
501 West Garvey, Suite 207
Monterey Park, CA 91754

Re: **Notice of Breach – Opportunity to Cure**
1688 Garvey Avenue aka the "Goodviews" project

Dear Ms. On:

As you are aware, on June 16, 2021 the City Council adopted Resolution No. 12255. Section 3 of that Resolution delegated authority to me for determining whether CII was making substantive progress toward completing Plan B as required by the Settlement Agreement. CII's deadline was August 1, 2021.

Despite repeated efforts by the City's representatives, CII's team failed to even obtain a grading permit to commence work on Plan B. Indeed, the City still has not received all of the plans needed to issue permits. It is apparent that CII is in breach of the Settlement Agreement. Consequently, I am selecting a contractor to complete the Plan B construction on the City's behalf in accordance with Resolution No. 12255.

Since the selection of a contractor will take a few days, the City is offering CII a five day opportunity to cure. Accordingly, all required documents must be filed with the City – and a grading permit must be issued – not later than end of business on August 31, 2021.

Sincerely,

Ron Bow
City Manager

C: Honorable Mayor, Mayor Pro Tem, and City Councilmembers
Karl H. Berger, City Attorney
Mr. Alfred Fraijo, Jr., Esq.

From: Karl Berger <kberger@hensleylawgroup.com>
Sent: Monday, August 9, 2021 9:59 AM
To: Alfred Fraijo Jr. <afraijo@sheppardmullin.com>
Cc: Jon Turner <jturner@phoenixcivil.com>; Whitney Hodges <WHodges@sheppardmullin.com>; Tim Campen <tcampen@hensleylawgroup.com>; Bow, Ron <rbow@montereypark.ca.gov>; ialvarez@montereypark.ca.gov
Subject: MP - Goodviews Development

Good morning –

Given the radio silence on this, I guess I will need to crack the whip – again.

1. JDA must be executed today;
2. Permit application (2 pages!!) must be submitted by end of business tomorrow;
3. Status report regarding all outstanding matters – if you don't know what they are, Jon will be happy to provide them – must be provided by end of day Wednesday;
4. If, by Friday, none of these deadlines are implemented, the City will issue the notice of breach on Monday and take over Plan B as a public project. That means it will be selecting its own contractor, etc.

As I've said for years now, I expect open communication on this and substantive progress.

Also, FYI, the City will be engaging affected neighbors regarding truck traffic, dirt hauling, etc. I anticipate that happening within the next 1-2 weeks.

I trust that I've made myself clear. Thanks.

Karl H. Berger

<image003.jpg>

2600 W. Olive Avenue, Suite 500
Burbank, California 91505
818-333-5120 Office
661-644-5476 Mobile
kberger@hensleylawgroup.com
www.hensleylawgroup.com

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On Aug 10, 2021, at 8:35 AM, Karl Berger <kberger@hensleylawgroup.com> wrote:

Hi Alfred –

I do not understand why we are once again in the foot dragging stage of things; I had such high hopes. Yet, no JDA provided. And, since that simple item was not completed, I'm not holding my breath for the permit application.

I will be preparing the notice of breach for Ron's signature.

Sigh.

Karl H. Berger

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kberger@hensleylawgroup.com
www.hensleylawgroup.com

City of Monterey Park
GRADING PERMIT

Permit Expires 6 Months from Date of Issuance!

Permit Number: _____

Date Issued: _____

THIS GRADING PERMIT SHALL BE VALID UPON SIGNING BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE

I hereby request permission to grade or construct, by private contract, certain grading work and related improvements upon property described below, and agree to perform all work in accordance with all provisions of Section 16.21, "Excavation and Grading," of the Monterey Park Municipal Code, any special requirements of the Permit, the Plans, and General and Special Provisions approved by the City Engineer.

All grading shall be in accordance with the approved grading plan and under the supervision of the responsible parties indicated below. I am aware that if the actual conditions encountered in the field differ from the information submitted that it is my responsibility to bring it to the attention of the City and request a revision to the plans and permit requirement. Failure to do so violates the permit requirements and constitutes non-compliance.

I am aware that in the interest of public safety, special regulations apply in hillside areas and that geological or engineering reports (or both) may be required before a permit is issued. If excavated materials are to be obtained from, or are to be disposed of, on a separate, non-contiguous site located within the City of Monterey Park, a separate Grading Permit shall be required for that site also.

I am also aware that a compaction report for the building(s) footprint and a rough grading certificate signed by the Soils Engineer and the Supervising Grading Engineer must be submitted to the City Engineer's Office for review and approval prior to the issuance of a building permit for the subject site.

A 12' x 20' (min.) construction driveway shall be constructed of 1" thick asphalt pavement or 2" thick 3/4" gravel to prevent dirt from being deposited onto the public right-of-way. This driveway shall be constructed and maintained from the clearing stage of the project until the construction of the permanent driveway.

1. Owner's Name Center Int'l Investments Phone (____) 626-379-3268
   Address: 501 W. Garvey Ave #207
   Monterey Park, CA Zip: 91754

2. Address of Site: 1688 W. Garvey Ave
   Lot Number(s) 1 Tract No. 75023

3. Scale plans, drawings and quantities prepared and signed by:
   Name: Focus Engineering Inc. Phone (____) 949-450-0590
   Address: 25 Mauchly, Suite 317
   Irvine, CA Zip: 92618

4. Soils Testing Agency: Same as Geologist
   Address: _____
   _____ Zip: _____
   Phone: (____) _____ State License No. _____

5. Engineering Geologist: Advanced Geotechnical Services

Address: 485 Corporate Drive, Suite B

Escondido, CA Zip: 92029

Phone: (____) 714-786-5661 State License No. GE 2790

6. Grading Contractor: McWong Holding Company

Address: 809 S Atlantic Blvd #201

Monterey Park, CA Zip: 91754

Phone: (____) 626-570-9969 State License No. 685220

7. Hauling Contractor: McWong Holding Company

Address: 809 S Atlantic Blvd #201

Monterey Park, CA Zip: 91754

Phone: (____) 626-570-9969 State License No. 685220

8. Person having effective control of the work:

Name: McWong Holding Company

Address: 809 S Atlantic Blvd #201

Monterey Park, CA Zip: 91754

Phone: (____) 626-570-9969 State License No. 685220

8. Purpose of the Work: Slope Stabilization

9. Estimated date of start of work: 9/1/21

Estimated completion date: 9/30/22

10. Estimated c/y Cut 80,600 Estimated c/y Fill 0

I hereby acknowledge that I have read this application; that the information given is correct; that I am the owner or duly authorized agent of the owner. I agree to comply with City and State laws regulating grading, and in doing the work authorized thereby, no person will be employed in violation of the Labor Code of the State of California relating to Workman's Compensation Insurance.

Signature of Applicant: [signature]

Address: 501 W. Garvey Ave #207

Monterey Park, CA Zip: 91754

Application Checked By: _____ Date: _____

Permission is hereby granted the applicant to perform the work described in this Permit, the attached Special Provisions, and on the approved plans. All work shall be performed in accordance with Section 16.21 of the Monterey Park Municipal Code, and any special requirements of the Permit.

Approved _____ Date: _____

Office of City Engineer

City of Monterey Park
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Permit Expires 6 Months from Date of Issuance!

Permit Number: _____

Date Issued: _____

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All grading shall be in accordance with the approved grading plan and under the supervision of the responsible parties indicated below. I am aware that if the actual conditions encountered in the field differ from the information submitted that it is my responsibility to bring it to the attention of the City and request a revision to the plans and permit requirement. Failure to do so violates the permit requirements and constitutes non-compliance.

I am aware that in the interest of public safety, special regulations apply in hillside areas and that geological or engineering reports (or both) may be required before a permit is issued. If excavated materials are to be obtained from, or are to be disposed of, on a separate, non-contiguous site located within the City of Monterey Park, a separate Grading Permit shall be required for that site also.

I am also aware that a compaction report for the building(s) footprint and a rough grading certificate signed by the Soils Engineer and the Supervising Grading Engineer must be submitted to the City Engineer's Office for review and approval prior to the issuance of a building permit for the subject site.

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4. Soils Testing Agency: Same as Geologist
   Address: _____
   _____ Zip: _____
   Phone: (____) _____ State License No. _____

Fill in.

5. Engineering Geologist: Advanced Geotechnical Services

Address: 485 Corporate Drive, Suite B

Escondido, CA Zip: 92029

Phone: (____) 714-786-5661 State License No. GE 2790

6. Grading Contractor: _____

Address: _____

_____ Zip: _____

Phone: (____) _____ State License No. _____

7. Hauling Contractor: _____

Address: _____

_____ Zip: _____

Phone: (____) _____ State License No. _____

8. Person having effective control of the work:

Name: McWong Holding Company

Address: 809 S Atlantic Blvd #201

Monterey Park, CA Zip: 91754

Phone: (____) 626-570-9969 State License No. 685220

Fill in

8. Purpose of the Work: Slope Stabilization

9. Estimated date of start of work: _____

Estimated completion date: _____

10. Estimated c/y Cut _____ Estimated c/y Fill _____

I hereby acknowledge that I have read this application; that the information given is correct; that I am the owner or duly authorized agent of the owner. I agree to comply with City and State laws regulating grading, and in doing the work authorized thereby, no person will be employed in violation of the Labor Code of the State of California relating to Workman's Compensation Insurance.

Signature of Applicant: _____

Address: 501 W. Garvey Ave #207

Monterey Park, CA Zip: 91754

Application Checked By: _____ Date: _____

Permission is hereby granted the applicant to perform the work described in this Permit, the attached Special Provisions, and on the approved plans. All work shall be performed in accordance with Section 16.21 of the Monterey Park Municipal Code, and any special requirements of the Permit.

Approved _____ Date: _____

Office of City Engineer

Resolution
Attachment 4

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

I. PARTIES

The parties to this SETTLEMENT AGREEMENT AND MUTUAL RELEASE (hereinafter "Agreement") are Plaintiff the People of the State of California (the "People") and Defendant Center Int'l Investments, Inc. ("CII"). The People and CII are sometimes referred to individually herein as a "Party" and may be referred to collectively herein as the "Parties."

II. RECITALS

1. On December 31, 2015, the People commenced an action against CII in the Superior Court of the County of Los Angeles entitled *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc., and Does 1 through 25*, Los Angeles County Superior Court, Case No. BC605788 (hereinafter the "Action").

2. In the Action, the People sought to abate a nuisance involving an unsafe, unsightly and dangerous condition of real property in the City of Monterey Park, including an unstable hillside, approximately located between 1600-1688 W. Garvey Avenue and more particularly described in the Complaint in this case ("Property"), and sought to recover the costs incurred by the People for abating such nuisance from CII, the owners of said real property.

3. CII has implemented a City-approved interim erosion control and slope stabilization plan to prevent erosion of the hillside until such time that the hillside can be permanently remediated in accordance with the terms of this Agreement.

4. CII on February 28, 2017, submitted to the City for review a geotechnical study with recommendations purporting to address all slope stability/public safety issues for the Property (the "Report") as well as site slope restoring improvement plans addressing the remediation of same, but the currently submitted plans are not adequate for development ("Restoration Plan").

5. The City estimates that the review of the Restoration Plan and the correction process between CII and the City will take approximately two months, and at that time CII will be granted a permit to begin slope restoration pursuant to the Restoration Plan ("Permit").

6. CII plans to develop the Property for residential use (the "Project"). The Parties acknowledge that the construction of the Project requires certain discretionary approvals by the City, including without limitation, a subdivision map to subdivide the Property into developable lots (the "Project Approvals").

7. Regardless of the status of the Project, CII will continue to process and finalize the Restoration Plan. CII, in consultation with the City, may submit revisions to the Restoration

Plan to be reviewed by the City to further address slope stability so long as such does not affect the deadline for restoration set forth below (the "Supplemental Plan"). The City estimates that the review and correction of the Supplemental Plan will require approximately two months.

8. The Parties now intend and desire to settle all claims alleged in the Action and to compromise the disputes now existing among them. The purpose of this Agreement is to set forth the terms and conditions of the settlement and compromise between the People, on the one hand, and CII, on the other hand.

III. TERMS AND CONDITIONS

In consideration of the execution of, and as a condition of, the Releases herein, the Parties agree to the following terms:

1. CII must comply with the following tasks below:

   a. Work in good faith with the City to complete the review and correction process of the Restoration Plan (as may be amended by the Supplemental Plan) and obtain a Permit with all due speed;

   b. Following the City's approval of the Restoration Plan, or any amendment thereto approved by the City under the Supplemental Plan, CII shall complete the hillside restoration before December 31, 2017; for good cause shown, such as a delay in permit issuance caused by the City or inclement weather impeding construction, the City Attorney will extend the time for completing construction past the December 31, 2017 date, and such good cause shall be determined in the exercise of his reasonable discretion. The progress of the Project shall not be deemed good cause because the obligation to complete the hillside restoration is independent from the City's obligation to process the Project in the normal course of business.

   c. No later than May 31, 2017, CII will submit applications to the City for the Supplemental Plan and Project Approvals;

   d. By May 5, 2017, CII must obtain and provide to the People Performance Bonds, in substantially the form of Exhibit A attached to this Agreement and incorporated by this reference into this Agreement, totaling $1 Million Dollars ($1,000,000), such Bonds to be to the benefit of the People and to guarantee the remediation of the hillside on the Property pursuant to the Restoration Plan or the Supplemental Plan approved by City acting on the People's behalf; the Performance Bonds must further provide that:

      i. The Performance Bonds amount may be reduced and/or partially cancelled by CII with the People's written consent, such consent

not to be unreasonably withheld, if the actual bid by contractors for the remediation of the Property pursuant to approved plans is less than $1 million;

ii. Subject to the limitations set forth herein, if CII defaults on its obligation to remediate the Property, the People may use all or part of the Performance Bonds to remediate the Property through any means determined by City, acting on behalf of the People;

iii. The Performance Bonds will be cancelled once CII remediates the hillside on the Property and such remediation is accepted by the People as may be evidenced by a certificate of completion recorded by City on the People's behalf;

iv. As the remediation proceeds, the Performance Bonds amount may be reduced or cancelled by CII with the People's written consent, such consent not to be unreasonably withheld, in an amount commensurate to the amount that the People would need to complete the remediation if CII abandoned the work.

e. If the estimated cost of the remediation of the Property by the City once the Restoration Plan is approved is reasonably estimated by the City to be more than $1 million, the Performance Bonds amount must be increased by CII to an amount reasonably required by the People to cover the costs of remediation by the City;

f. As part of its obligations, CII must regularly monitor and maintain all of the following until the permanent remediation of the slope pursuant to approved Restoration Plan (as may be amended by the Supplemental Plan), as the case may be, is complete as determined by the People:

1. Maintain winterization measures and temporary erosion control plan in place as shown on City-approved plans or as approved in the slope remediation construction Permit;

2. Maintain and remove vegetation such that it does not become overgrown and become a fire hazard;

3. Expeditiously remove debris in the public right-of-way that may slough off of the unstable hillside; and

4. Remove graffiti within two business days of notice by the People.

g. On or before April 15, 2016, CII paid the City the sum of *$35,000.00* to reimburse the City for the costs incurred by the People for the prosecution

of this abatement action up until that point. On or before April 28, 2017, CII must reimburse the People an additional $22,600.00 for additional costs incurred as a result of prosecuting this action since that time.

2. If CII fails to perform the obligations described in the preceding paragraph number 1, CII will be in default of this Agreement. In the event of CII's default, the People may lodge with the Court for immediate entry against CII the Stipulated Judgment which is attached to this Agreement as Exhibit B.

3. Notwithstanding the foregoing, nothing herein shall obligate the People or the City to exercise its discretion in any particular manner with respect to the alternative Restoration Plan, and any exercise of discretion reserved hereunder or required by law, shall not be deemed to constitute a breach of the People's duties under this Agreement.

4. CII hereby agrees to waive any and all rights of notice and hearing, except as otherwise expressly provided herein, that it may have under the principles of *Rooney v. Vermont Investment Corp.*, 10 Cal.3d 351 (1973), or otherwise concerning the Stipulated Judgment. CII does further agree hereby to forever waive the right to move for a new trial, to request findings of fact and conclusions of law, and/or to appeal from the Stipulated Judgment.

5. The Parties expressly agree that this Agreement is admissible to enforce this settlement pursuant to Evidence Code section 1123.

6. Pursuant to Code of Civil Procedure section 664.6, the Parties request and agree that the Court retain jurisdiction over the Parties to enforce this Agreement until there is full performance of the terms herein.

7. Attached to this Agreement as Exhibit C is a Stipulation Re: Dismissal, [Proposed] Order. Upon the People's receipt of the fully-executed Agreement and the fully-executed Stipulation Re: Dismissal from CII, the People will cause to be filed the Stipulation re Dismissal in the Action.

IV. RELEASES

1. The People's Release. The People hereby forever and fully release, acquit, and discharge CII, its predecessors, principals, parents, heirs, successors, assigns, subsidiaries, affiliates, commonly controlled entities, companies, enterprises, ventures, partners, insurers, investors, attorneys, officers, shareholders, directors, agents, representatives employees, clients, administrators, executors, personal representatives, and each of them, of and from any and all claims, demands, actions, causes of action, suits, liens, debts, obligations, promises, agreements, costs, damages, liabilities, and judgments of any kind, nature, or amount whether in law or equity, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, including any and all claimed or unclaimed compensatory damages, consequential damages, interest, costs, expenses and fees (including reasonable or actual attorneys' fees), arising out of or related to the Action and the claims raised therein.

2. CII's Release. CII hereby forever and fully releases, acquits, and discharges the People, and the City of Monterey Park, their predecessors, principals, parents, heirs, successors, assigns, subsidiaries, affiliates, commonly controlled entities, companies, enterprises, ventures, partners, insurers, investors, attorneys, officers, shareholders, directors, agents, representatives employees, clients, administrators, executors, personal representatives, and each of them, of and from any and all claims, demands, actions, causes of action, suits, liens, debts, obligations, promises, agreements, costs, damages, liabilities, and judgments of any kind, nature, or amount whether in law or equity, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, including any and all claimed or unclaimed compensatory damages, consequential damages, interest, costs, expenses and fees (including reasonable or actual attorneys' fees), arising out of or related to the Action and the claims raised therein.

3. Unknown Claims. The releases contained in this Article IV, RELEASES, release all claims, demands, actions, causes of action, suits, liens, debts, obligations, promises, agreements, costs, damages, liabilities, and judgments of any kind whether known, unknown, unforeseen, patent or latent which any of the Parties may have against any other Party, arising out of or relating directly or indirectly to the Action, except those obligations otherwise set forth in this Agreement, notwithstanding Section 1542 of the California Civil Code which provides that:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The Parties understand and acknowledge the significance and consequence of such a specific waiver of Section 1542 and hereby assume full responsibility for any injuries, damages and losses which they may incur from or by reason of any of the above-mentioned matters.

4. Voluntary Release. The releases contained in this Article IV, RELEASES, are freely and voluntarily executed by the Parties after having been apprised of all relevant information and data. Each Party, in executing this Agreement, has not relied on any inducements, promises or representations made by any Party hereto or his agents or attorneys except as expressly set forth in this Agreement.

5. Covenant Not to Sue. Each Party further agrees, promises and covenants that neither the Party, nor any person, organization or any other entity acting on its behalf will file, charge, claim, sue or cause or permit to be filed, charged or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief or other) against any other Party for any claim released by the respective Party in this Article IV, RELEASES, including, but not limited to, any matter occurring in the past up to the date of this Agreement or involving any continuing effects of actions or practices which arose prior to the date of this Agreement.

V. MISCELLANEOUS

1. Attorney Fees, Injunctive Relief. In the event legal action arises by reason of any controversy claimed in a dispute relating to this Agreement, the interpretation thereof, or the failure of any Party to perform the terms of this Agreement, the prevailing party in such action is entitled, in addition to damages, to injunctive relief or other relief, to reasonable costs and expenses not limited to taxable costs, and reasonable attorney fees to be fixed by the court.

2. Entire Agreement. This Agreement contains the entire agreement between the Parties whose signatures are affixed hereto relating to the rights and obligations contained herein and any representations, negotiations or agreements between the Parties are merged into this Agreement. No subsequent modification or amendment between the Parties shall be effective unless in writing signed by all Parties to this Agreement.

3. No Admission of Liability. This Agreement is the compromise of the above-mentioned disputed claim and shall never be treated as an admission of liability by any Party for any purpose.

4. Binding Effect. This Agreement and each and every provision hereof, shall bind and shall inure to the benefit of the respective heirs, personal representatives, successors-in-interest, and assigns of the Parties hereto.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

6. Time is of the Essence. Time is of the essence for performance of all obligations under this Agreement.

7. Law Applicable. This Agreement is entered into in the State of California and all questions concerning the validity, interpretation or performance of any of its terms or provisions or of any rights or obligations of the Parties hereto, are governed by and resolved in accordance with the laws of the State of California. If it becomes necessary for the court to interpret this Agreement, the Agreement shall be considered to have been jointly drafted by all the Parties hereto and the court shall not construe any ambiguities in the Agreement in favor of any Party.

VI. EXECUTION

1. Each Party hereto acknowledges that it has been represented by counsel in the negotiation and preparation of this Agreement, that it has read the Agreement; that it is fully aware of its contents and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement, that all agreements and understandings among the Parties are embodied and expressed herein; and that it has entered into this Agreement freely, without coercion, and based on its own judgment and not in reliance on representations or promises not contained in this Agreement or on a release other than the Mutual Releases contained herein.

2. Each Party represents and warrants that it has the sole right and exclusive authority to execute this Agreement (and the Releases contained herein), that it is not restricted in doing so, and that it has not made or suffered any assignment, transfer, conveyance, encumbrance, hypothecation or other disposition, voluntary or involuntary, of any claim or demand relating to any matter covered by this Agreement (and the Releases contained herein).

3. Each Party whose signature appears below has read the Agreement in its entirety, and understands, and agrees to, and will perform each and every one of its provisions and conditions.

4. The effective date of this Agreement shall be April 24, 2017 ('Effective Date").

Signatures on next page

People of the State of California v. Center Int'l Investments, Inc.
Los Angeles County Superior Court Case No. BC 605783

Settlement Agreement and Mutual Release

Plaintiff the People of the State of California

Dated: April 25, 2017

By: ex rel., Mark D. Hensley, City Attorney

Defendant Center Int'l Investments, Inc.

Dated: April 25, 2017

By:

Approved as to form:

Dated: April 25, 2017

Counsel for Defendant

Robert W. Chang

FIRST AMENDED AND RESTATED SETTLEMENT AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND CENTER INTERNATIONAL INVESTMENTS, INC.

THIS FIRST AMENDED AND RESTATED SETTLEMENT AGREEMENT (this "Agreement") is entered into this _____day of March 2019 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") acting on behalf of Plaintiff, the People of the State of California, *ex rel*. Mark D. Hensley, City Attorney ("Plaintiff"), and CENTER INT'L INVESTMENTS, INC., a California Corporation ("CII") (collectively, the "Parties"). Each of the undersigned representatives certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement, and to execute and bind to this Agreement the entity which he or she represents.

1. RECITALS. The Parties enter into this Agreement with reference to the following facts and objectives:

A. On December 31, 2015, Plaintiff commenced an action against CII captioned *People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc., and Does 1 through 25*, Los Angeles County Superior Court, Case No. BC605788 (the "Action").

B. In the Action, Plaintiff sought to abate a nuisance involving an unsafe, unsightly and dangerous condition of real property in the City of Monterey Park, including an unstable hillside (the "Nuisance"), located approximately between 1600-1688 West Garvey Avenue and more particularly described in the Complaint in this case ("Property"), and sought to recover the costs incurred by Plaintiff for abating such nuisance from CII, the owners of said real property.

C. Because Plaintiff does not have land use authority within CITY's jurisdiction, CITY has agreed to act on Plaintiff's behalf in order to resolve the Action in accordance with this Agreement. Plaintiff believes that such action is in the public interest and consents to CITY's implementation of this Agreement on Plaintiff's behalf.

D. The Parties previously executed a Settlement and Mutual Release dated April 25, 2017

(the "Original Agreement"). The Parties intend for the Original Agreement to be merged and consolidated by reference into this Agreement. To the extent, however, there is a conflict between the Original Agreement and this Agreement, the terms and conditions of this Agreement will prevail.

E. CII seeks to develop the Property for residential uses. CII's plan requires certain discretionary approvals from CITY including, without limitation, a development agreement and subdivision map. To implement its plan and resolve the Action, CII also proposes to abate the Nuisance as part of its residential project (collectively, "Plan A").

F. To resolve the Action, however, Plaintiff requires that CII also prepare a separate plan that, if required to be implemented, only abates the Nuisance regardless of any residential development ("Plan B"). Plan B may be voluntarily implemented by CII if Plan A is not pursued by CII or approved by CITY by the deadline set forth in the Project Schedule, as described below in Section 1(H) and attached as Exhibit "A," and incorporated by reference (the "Project Schedule"). Plan B may also be imposed by Plaintiff and CITY under the circumstances contemplated in this Agreement.

G. During the time that Plan A is considered by CITY, CII must construct and maintain erosion control and slope stabilization plans approved by CITY to temporarily abate the Nuisance ("Interim Maintenance Program"). Such Winterization Measures must be completed at CII's cost and will be monitored by CITY (also at CII's cost) to ensure compliance.

H. The Project Schedule attached as Exhibit "A," and incorporated by reference, provides the critical path schedule for Plan A and Plan B as contemplated in this Agreement. CII understands and agrees that absent good cause, as determined by CITY in its sole discretion (and contemplated below), the Project Schedule will not be altered.

I. The Parties also understand and agree that a separate instrument dated December 11, 2018 and entitled "Planning and Processing Agreement" by and between CITY and CII will govern the manner of processing Plan A and also how CII will reimburse CITY for all costs associated with abating the Nuisance ("Processing Agreement").

2. SPECIFIC TERMS OF AGREEMENT AND RELEASES. For and in consideration of the above-referenced recitals and the promises and covenants contained in this Agreement, the Parties agree as follows:

A. CII agrees to:

i. Abate the Nuisance as contemplated in this Agreement including, without limitation, the Project Schedule, at its sole cost. While CII may abate the Nuisance pursuant to Plan A and the Project Schedule, it must perform Plan B should it fail to obtain CITY's approval for Plan A. CII's failure to voluntarily perform Plan A (if approvals are granted) or Plan B will result in CITY implementing Plan B on Plaintiff's behalf at CII's cost.

ii. Maintain the Interim Maintenance Program in accordance with CITY approved plans and permit at CII's cost.

iii. Implement weed abatement measures in accordance with applicable law including, without limitation, the Monterey Park Municipal Code, and at the direction of CITY's Fire Marshal.

iv. Promptly remove debris in the public right-of-way that may slough off of the Property. If CITY notification is required, within two business days after being notified.

v. Remove graffiti within two business days after notification by CITY.

vi. Provide Plaintiff, in CITY'S name, a performance bond in a penalty amount set forth in an operational memorandum, ancillary to this Agreement, to secure performance of Plan B. The Parties understand that the penalty amount is an engineering estimate based upon the industry-standard cost of plans and specifications for Plan B. The actual cost for constructing Plan B may be more. If the penalty amount of the performance bond is expended, CII will be liable to Plaintiff and CITY for any excess costs associated with completing Plan B. Upon determining the actual cost of the performance bond, CII must deliver to the CITY an executed performance bond in a form prescribed in these

documents as security for the performance of Plan B. The surety issuing the performance bond, and the form of the performance bond, are subject to the approval of the CITY.

vii. CII grants to CITY an irrevocable license to enter onto the Property to inspect and monitor compliance with this Agreement. CITY's authorized representatives, including the Project Manager, may enter onto the Property as reasonably required. CII agrees to hold CITY harmless and to defend and indemnify CITY to the extent contemplated below for any claim or cause of action arising from entry onto the Property. CITY will strive to provide 24-hour notice to CII for any such entry onto the Property.

viii. Should CITY be required to implement Plan B, CII grants CITY an irrevocable license to enter onto the Property to abate the Nuisance in accordance with this Agreement. CII agrees that neither Plaintiff nor CITY will be required to obtain an abatement warrant in accordance with applicable law in order to exercise Plaintiff's rights, by and through CITY, to implement Plan B. Accordingly, CII specifically waives any rights it may have to prevent CITY's access to the Property under applicable law should it fail to voluntarily perform Plan B in accordance with the Project Schedule.

ix. Indemnify and hold CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorneys' fees), injuries or liability arising from and directly related to CITY's approval of Plan A or Plan B. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of CITY approval of Plan A or Plan B, CII agrees to defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this Section, "CITY" includes Plaintiff, CITY's elected officials, appointed officials, officers and employees.

B. CITY agrees to:

i. Process Plan A as contemplated by and according to the Project Schedule.

ii. Provide a project team to process Plan A, the Interim Maintenance Program, and (if required) implement Plan B (the project team is collectively referenced as "Project Manager"). The cost of such project team will be borne solely by CII.

iii. For good cause shown, such as a delay in CITY reviewing CII's proposed development plans, CITY processing or issuing a grading or building permit, or because of unusual inclement weather impeding construction, the Project Manager may extend the time set forth in the Project Schedule by a period of time equal to the length of the delay. Such an extension of time must be in writing, executed by both Parties, and included as an operational memorandum ancillary to this Agreement.

3. DEFAULT; COURT ORDER.

A. If CII fails to perform its obligations under this Agreement, it will be in default. CITY may, but is not required to, provide CII with a five day notice to cure its default. In the event of CII's default, Plaintiff may lodge with the Court for immediate entry against CII the Stipulated Judgment attached as Exhibit "B," and incorporated by reference.

B. Nothing in this Agreement obligates CITY to exercise its discretion in any particular manner with respect to Plan A. Any exercise of CITY's discretion regarding Plan A in accordance with applicable law cannot be deemed to constitute a breach of Plaintiff's duties under this Agreement.

C. CII waives any and all rights of notice and hearing, except as otherwise expressly provided by this Agreement that it may have under the principles of *Rooney v. Vermont Investment Corp*. (1973) 10 Cal.3d 351 or otherwise concerning the Stipulated Judgment. CII also agrees to forever waive the right to move for a new trial, to request findings of fact and conclusions of law, and/or to appeal from the Stipulated Judgment.

D. The Parties expressly agree that this Agreement is admissible to enforce this settlement pursuant to Evidence Code § 1123.

E. Pursuant to Code of Civil Procedure § 664.6, the Parties request and agree that the Court retain jurisdiction over the Parties to enforce this Agreement until there is full performance.

4. MUNICIPAL POWERS. Nothing in this Agreement is intended to, nor can it, act as a limitation on CITY's present or future exercise of municipal powers in accordance with the California Constitution and applicable law.

5. LEGAL ADVICE. Each Party warrants and represents that in executing this Agreement, each Party sought legal advice from the attorney of its choice, that the terms of this Agreement and its consequences were completely read and explained to each Party by that attorney, and that each Party fully understands the terms of this Agreement.

6. FULL DISCLOSURE. Each Party acknowledges and represents that each Party was apprised of all relevant information and data relevant to this Agreement, including, without limitation, future risks, complications, and costs. Each Party further acknowledges and represents that, in executing this Agreement, the Party has not relied on any inducements, promises, or representations made by the other Party or any representative of the other Party.

7. WAIVER. CITY's acceptance of payment from CII under this Agreement or the Processing Agreement and CII's acceptance of approval for Plan A by the City Council will not be construed to operate as a waiver of any rights the Parties may have under this Agreement or of any cause of action arising from their performance. A waiver by either Party of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

8. WAIVER OF APPEAL. Notwithstanding any other part of this Agreement or applicable law, under no circumstances may CII appeal the design, cost, construction, or any other implementation of the Interim Maintenance Measures or Plan B by CITY to any of CITY's legislative bodies or to any court of competent jurisdiction. CII specifically waives any rights it may have to perfect such appeals in order to compromise and settle the Action through this Agreement and, specifically, to induce Plaintiff and CITY to consider Plan A as an alternative to abating the Nuisance.

9. NOTICES. All communications to either Party by the other Party must be in writing and will be deemed made when received by such Party at its respective name and address as follows:

CITY
Karl H. Berger, Assistant City Attorney
City of Monterey Park
320 W. Newmark Ave
Monterey Park, CA 91754

CII
Center Int'l Investments, Inc.
Attn: Karrie On
Chief Executive Officer
501 West Garvey, Suite 207
Monterey Park, CA 91754

With copies to:
Sheppard Mullin Richter & Hampton LLP
Attn: Alfred Fraijo Jr.
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071-1422

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

10. INTERPRETATION. This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Los Angeles County.

11. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties. There are no other understandings, terms or other agreements, expressed or implied, oral or written.

12. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

13. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

14. ELECTRONIC SIGNATURES. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all

the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement, will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

15. CAPTIONS. The captions of the Sections of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

16. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

Plaintiff the People of the State of California

Dated: _____

By: Karl H. Berger for *ex rel.*, Mark D. Hensley, City Attorney

City of Monterey Park

Dated: _____

Ron Bow, City Manager

Defendant Center Int'l Investments, Inc.

Dated: 3/22/19

By: Karrie On, Chief Executive Officer

the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement, will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

15. CAPTIONS. The captions of the Sections of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

16. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

Plaintiff the People of the State of California

Dated: 3/22/2019

By: Karl H. Berger for *ex rel.*, Mark D. Hensley, City Attorney

City of Monterey Park

Dated:

Ron Bow, City Manager

Defendant Center Int'l Investments, Inc.

Dated:

By: Karrie On, Chief Executive Officer

Option 2(A) Timeline[1]:

Residential Development (Plan A) with Slope Stabilization (Plan B)

17 SFD's/14 Condos – Complying w/R3 Zoning

Updated 4-1-19

01/29/19 – First oversight meeting with Project Manager[2] [CII/City] (*Complete*)

02/22/19 – Temporary winterization abatement to be confirmed [CII/City].

02/22/19 – Investors' review and comments regarding onsite street design and building footprints [CII]

02/25/19 – Rejection of Plan B documents as incomplete and unusable. CII has until 3/18/2019 to submit usable Plan B documents or City will design Plan B at CII's cost. [CII/City]

02/25/19 – Commencement of new site grading and preliminary wall analysis per new building footprints and onsite street profile [CII]

03/07/19 – CII's geotechnical consultant to complete its portion of work on Plan B [CII]

03/11/19 – Applicant commences drafting IS/EIR for City review [CII]

03/18/19 – Either usable Plan B documents submitted by CII or City commences design of Plan B documents at CII cost. [CII/City]

03/18/19– Meeting re Preliminary Residential Development design status and Plan B with Project Manager [CII/City]

03/18/19 – Completion of new site grading and preliminary wall analysis per new building footprints and onsite street profile [CII]

03/19/19 - Commencement of MSE wall, upper retaining wall preliminary designs, and update of soil report (incorporate cross sections) [CII]

03/28/19 - Either usable revised Plan B documents submitted by CII by 5pm or City commences design of Plan B documents at CII cost. [CII/City]

04/08/19 – Proposed Residential Development Design meeting with Project Manager [CII/City]

04/28/19 – Plan B Document Review Completed by City [City]

04/30/19 – Project Application documents status meeting with Project Manager [CII/City]

05/13/19 – File Project application with City [CII]

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[1] Substantial compliance required; Project Manager may determine reasonableness of any proposed alteration by CII.

[2] City Project Manager may determine check-in meetings in his discretion.

[3] Schedule assumes no DRB will be required, this process will be folded into the Planning Commission hearing.

05/13/19 – File tentative map (TM) application with City [CII]

05/13/19 - Screencheck IS/EIR submitted to City [CII]

05/21/19 – City determination regarding Project application completeness [City]

05/21/19 – NOP issued for 30-Day Review of Initial Study [City]

06/24/19 - City returns comments on Screencheck IS/EIR [City]

06/30/19 – Submit draft Development Agreement (DA) to City [CII]. Discussions and revisions between City and CII re DA to be completed no later than 03/13/20. [CII/City]

08/08/19 – Draft EIR submitted to City [CII] (Tony Locacciato)

09/12/19 – City returns comments on Draft EIR [City]

9/30/19 – Winterization stabilization complete [CII]

10/10/19 – Applicant submits revised Draft EIR in response to City comments [CII]

11/14/19 – Completion of City review of Draft EIR [City]

11/15/19 – Publish DEIR/Notice of Availability/Notice of Completion for Circulation (30 days) [City]

01/31/20 – Prepare response to comments on DEIR [CII]

02/7/20 – Submit Final EIR with Draft EIR comments addressed [CII]

03/6/20 – City completes review of Final EIR [City]

03/13/20 – City staff approval of TM/DA/Final EIR [City]

04/14/20 – Planning Commission public hearing [City][3]

05/06/20 – City Council hearing: first reading (Plan A-DA ordinances) [City]

05/06/20 – *If City Council denies Residential Development Project (Plan A)* – Plan B Slope Stabilization Mobilization commences [CII/City]

05/20/20 – City Council: second reading (Plan A) [City]

05/21/20 – File Notice of Determination – 30 Day Period [City]

06/22/20 – Horizontal permits issued and Horizontal improvements commence [City/CII]

06/22/20 – Prepare Building Design package for submittal for Residential Development Project (Plan A) Building Permits [CII]

11/25/20 – *If no go for Plan A*: Plan B Slope Stabilization complete per City approved plan [CII]

11/30/20 – Submit Building Design package for approval for Building Permits [CII]

12/30/20 – Completion of City review of Architectural Design Package – Project ready for Building Permits [City]

03/31/21 – Stabilization complete for the overall Residential Development Project [CII]

07/20/21 – Project complete – Horizontal Improvements [CII]

TBD – Construction of Homes Commences – Phase 1

SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND CENTER INTERNATIONAL INVESTMENTS, INC.

THIS SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT (this "Agreement") is entered into this 8th day of June 2020 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") acting on behalf of Plaintiff, the People of the State of California, *ex rel.* Mark D. Hensley, City Attorney ("Plaintiff"), and CENTER INT'L INVESTMENTS, INC., a California Corporation ("CII") (collectively, the "Parties"). Each of the undersigned representatives certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement, and to execute and bind to this Agreement the entity which he or she represents.

1. RECITALS. The Parties enter into this Agreement with reference to the following facts and objectives:

A. On December 31, 2015, Plaintiff commenced an action against CII captioned *People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc., and Does 1 through 25*, Los Angeles County Superior Court, Case No. BC605788 (the "Action").

B. In the Action, Plaintiff sought to abate a nuisance involving an unsafe, unsightly and dangerous condition of real property in the City of Monterey Park, including an unstable hillside (the "Nuisance"), located approximately between 1600-1688 West Garvey Avenue and more particularly described in the Complaint in this case ("Property"), and sought to recover the costs incurred by Plaintiff for abating such nuisance from CII, the owners of said real property.

C. Because Plaintiff does not have land use authority within CITY's jurisdiction, CITY has agreed to act on Plaintiff's behalf in order to resolve the Action in accordance with this Agreement. Plaintiff believes that such action is in the public interest and consents to CITY's implementation of this Agreement on Plaintiff's behalf.

D. The Parties previously executed a Settlement and Mutual Release dated April 25, 2017

(the "Original Agreement"). The Parties then entered into the *First Amended and Restated Settlement Agreement Between the City of Monterey Park and Center International Investments, Inc.* (the "First Amended Agreement") on March 22, 2019. The Parties intend for the Original Agreement and the First Amended Agreement to be merged and consolidated by reference into this Agreement. To the extent, however, there is a conflict between the Original Agreement, the First Amended Agreement, and this Agreement, the terms and conditions of this Agreement will prevail.

E. As previously stated in the Original Agreement and the First Amended Agreement, CII seeks to develop the Property for residential uses. CII's plan requires certain discretionary approvals from CITY including, without limitation, a development agreement and subdivision map. To implement its plan and resolve the Action, CII also proposes to abate the Nuisance as part of its residential project ("Plan A").

F. To resolve the Action, however, Plaintiff required that CII also prepare a separate plan that, if required to be implemented, only abates the Nuisance regardless of any residential development ("Plan B"). Under the Original Agreement and the First Amended Agreement, Plan B could be voluntarily implemented by CII if Plan A was (1) not pursued by CII or (2) not approved by CITY by the deadline set forth in the Project Schedule that had been attached to the First Amended Agreement.

G. Since the execution of the First Amended Agreement, CII has made progress toward the implementation of Plan A. However, due to additional delays, the Parties are entering into this Agreement to, among other things, amend the Project Schedule as described below in Section 1(I) and attached as **Exhibit "A,"** and incorporated by reference (the "Amended Project Schedule"). As in both the Original Agreement and the First Amended Agreement, Plan B may also be implemented by Plaintiff and CITY under the circumstances contemplated in this Agreement.

H. During the time that Plan A is considered by CITY, CII must construct and maintain erosion control and slope stabilization plans approved by CITY to temporarily abate the Nuisance ("Interim Maintenance Program"). The Interim Maintenance Program must be

completed at CII's cost and will be monitored by CITY (also at CII's cost) to ensure compliance.

I. The Amended Project Schedule attached as Exhibit "A," and incorporated by reference, provides the critical path schedule for Plan A and Plan B as contemplated in this Agreement. CII understands and agrees that absent Good Cause, as determined by CITY in its sole discretion (and contemplated below), the Amended Project Schedule will not be altered. "Good Cause" shall mean demonstrated progress and effort by CII in its performance, delays attributable to the CITY's review of Plan A project materials, CITY processing or issuing a grading or building permit, or because of unusual inclement weather impeding construction.

J. The Parties also understand and agree that a separate instrument dated December 11, 2018 and entitled "Planning and Processing Agreement" by and between CITY and CII will govern the manner of processing Plan A and also how CII will reimburse CITY for all costs associated with abating the Nuisance ("Processing Agreement").

2. SPECIFIC TERMS OF AGREEMENT AND RELEASES. For and in consideration of the above-referenced recitals and the promises and covenants contained in this Agreement, the Original Agreement, and the First Amended Agreement (to the extent not altered by this Agreement), the Parties agree as follows:

A. CII agrees to:

i. Cause liens to be recorded, in favor of CITY, on real property that is valued in the amount of at least $ 6.8 million (the "Liens"). The Parties understand that the amount of the Liens ($6.8 million) is an engineering estimate based upon the industry-standard cost of work for Plan B. The Liens shall be documented through a Performance Deed of Trust on each of the real properties that CII is using to satisfy its obligations. A form of the Performance Deed of Trust is attached hereto as Exhibit "B."

ii. Complete either Plan A or Plan B by the dates set forth in the Amended Project Schedule and proceed in accordance with the interim deadlines contained therein.

B. CII, CITY and Plaintiff agree that:

i. CII shall follow the Amended Project Schedule attached hereto as Exhibit "A," which hereby supersedes any prior Project Schedules attached to the Original Agreement and/or the First Amended Agreement. The Amended Project Schedule may be amended by agreement between CII, CITY, and Plaintiff without further need to amend this Settlement Agreement.

ii. The scope and/or timing and implementation of Plan B may change subject to the Parties mutual agreement and CITY approval.

iii. The document attached hereto as Exhibit "C" is a true and correct copy of the project that will be implemented as Plan A and such project will serve to abate the Nuisance at the Property.

iv. Staff for the City have reviewed Plan A and have accepted the plan as complete for purposes of taking final action upon completion of the environmental study.

v. In the event that Plan B is not underway by the deadline set forth in the Amended Project Schedule, CITY may (1) enter the Property, abate the Nuisance, and/or complete Plan B, and (2) foreclose on the Liens recorded in its favor pursuant to Section 2(A)(i) to recover the cost of completing Plan B. In the event that the actual completion cost is less than the amounts recovered by CITY through the foreclosure of the Liens, CITY will return all sums recovered exceeding the actual cost of completion of Plan B to CII.

C. CITY agrees to:

i. CITY consents to the cancellation of the performance bond in the amount of $1,000,000 that CII previously secured with respect to the slope stabilization work.

ii. The recordation of the Liens will satisfy any and all of CII's bonding obligations that were set forth in the First Amended Agreement.

iii. Process Plan A, inclusive of the site plan as shown in Exhibit C, in accordance with the Amended Project Schedule.

iv. Provide a project team to process Plan A, the Interim Maintenance Program, and (if required) implement Plan B (the project team is collectively referenced as "Project Manager"). The cost of such project team will be borne solely by CII.

v. For Good Cause shown, such as a delay in CITY reviewing CII's proposed development plans, CITY processing or issuing a grading or building permit, or because of unusual inclement weather impeding construction, the Project Manager may extend the time set forth in the Amended Project Schedule by a period of time equal to the length of the delay. Such an extension of time must be in writing, executed by both Parties, and or confirmed by the legal representatives of both Parties.

vi. Upon the completion of Plan B, CITY shall do everything required to release the Liens from the properties in accordance with the terms and conditions of the Performance Deed of Trust and/or applicable law.

Plaintiff the People of the State of California

Dated: June 8, 2020

By: Karl H. Berger for *ex rel.*, Mark D. Hensley, City Attorney

City of Monterey Park

Dated: June 8, 2020

Ron Bow, City Manager

Defendant Center Int'l Investments, Inc.

Dated: June 02, 2020

By: Karrie On, Chief Executive Officer

EXHIBIT A

Option 2(A) Timeline:
Residential Development (Plan A) with Slope Stabilization (Plan B/B2)
Updated 06/01/20

05/22/20 – File Plan A Project Application with City [CII] **Received**

05/22/20 – File Plan A vesting tentative map (VTM) application with City [CII] **Received (6/1)**

05/29/20 – Submit Specific Plan to City [CII] **Received**

05/29/20 - Screencheck IS/EIR submitted to City [CII] **Received**

05/29/20 – NOP issued for 30-Day Review of Initial Study [City] **Draft Received**

06/22/20 – City determination regarding Project application completeness [City]

07/10/20 – Submit Draft EIR [CII]

07/10/20 – Publish DEIR/Notice of Availability/Notice of Completion for Circulation (30 days) [City]

08/21/20 – Submit Final EIR with Draft EIR comments addressed [CII]

09/28/20 – City staff approval of VTM/DA/Final EIR/Specific Plan [City]

10/13/20 – Planning Commission Hearing [City]

11/04/20 – City Council hearing: first reading [City]

11/05/20 – *If City Council denies Residential Development Project* – Plan B2 Slope Stabilization Mobilization commences [CII/City]

12/02/20 – City Council hearing: second reading [City]

01/02/21 – Ordinance Effective [City]

01/15/21 – Horizontal permits issued [City]

02/02/21 – Final Map Recorded [City]

03/02/21 – File Writ Period Ends [City]

03/08/21 – Mobilize for Horizontal Improvements [CII]

04/05/22 – *If no go for Residential Development Project*: Plan B2 Slope Stabilization complete per City approved plan [CII]

09/08/22 – Stabilization complete for the overall Residential Development Project [CII]

City Council Staff Report

DATE: May 18, 2022

AGENDA ITEM NO: Consent Calendar - 3G

TO: Honorable Mayor and Members of the City Council

FROM: Robert Aguirre, Director of Recreation & Community Services

SUBJECT: Adopt a Resolution approving the design and plans and authorizing the Montebello Unified School District to construct improvements at the George Elder Community Center.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution to provide an approval of the design and plans pursuant to government code §830.6, and authorizing the Montebello Unified School District to construct improvements at the George Elder Community Center; and
2. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities).

EXECUTIVE SUMMARY:

The City of Monterey Park and Montebello Unified School District have a joint-use agreement for the use of the George Elder Community Center. Each party has the right to make improvements to the center at their own expense with the approval of the other entity. The Montebello Unified School District prepared pro forma bid specifications for certain improvements at the George Elder Community Center including updates to the fire alarm system and a renovation of the restrooms. Those specifications require approval by the California Division of State Architect but are sufficient to determine that the proposed improvements for the George Elder Community Center may be reviewed by City staff. City staff including the Building Official, City Engineer and Fire Marshal, have reviewed the pre-construction design and plans for the Project and agree with the District that the project may be constructed following the approval by the California Division of State Architect.

Before submitting its design to the State Architect, the Montebello Unified School District needs a Resolution providing authorization to proceed from the City of Monterey Park.

BACKGROUND:
On January 18, 1979, the City of Monterey Park and Montebello School District executed an agreement for joint use of the George Elder Community Center. The agreement provides Macy Intermediate school with exclusive usage of the center during such times school is "in session," between the hours of 7:00 am and 3:15 p.m., with the City having exclusive use at all other times. The agreement identifies that each party may make improvements to the center at its own cost and expense, provided that plans and specifications are submitted and approved by the other party and any other board or officer required by law.

The Montebello Unified School District contacted the City to get approval to proceed with plans for upgrading the existing fire alarm system and renovating the restrooms at the George Elder Community Center to meet the needs of their students.

As a subdivision of the state of California, the District is required to comply with competitive bidding requirements that are substantially similar to those governing City's public works project. Based on the Agreement and District's legal requirements as to competitive bidding, it is in the public interest for City to allow District to complete the Project in accordance with the Architect's approved plans and specifications. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

FISCAL IMPACT:
No fiscal impact. The project will be funded by the Montebello Unified School District.

Respectfully submitted by:

Robert Aguirre
Director of Recreation & Community Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:
1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS PURSUANT TO GOVERNMENT CODE § 830.6, WAIVING CITY BID REQUIREMENTS, AND AUTHORIZING THE MONTEBELLO UNIFIED SCHOOL DISTRICT TO CONSTRUCT IMPROVEMENTS AT THE GEORGE ELDER COMMUNITY CENTER.

The City Council of the City of Monterey Park does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

A. Montebello Unified School District (the "District") prepared specifications for certain improvements at the George Elder Community Center. Those specifications require approval by the California Division of the State Architect ("State Architect") but are sufficient to determine that the proposed improvements for the George Elder Community Center ("Project") may be reviewed by the City Engineer and Fire Marshal;

B. The City Engineer and Fire Marshal reviewed the design and plans for the Project and agrees with the District that the Project may be constructed following approval by State Architect;

C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project;

D. Ordinarily, the City would need to comply with the competitive bidding requirements set forth in the California Public Contracts Code for this type of project;

E. The purpose of such bidding requirements is to guard against favoritism, improvidence, extravagance, fraud and corruption, to prevent waste of public funds, and to obtain the best economic result for the public;

F. The facts and circumstances of this Project, however, demonstrate that a competitive bid process performed by the City would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable and impractical for the following reasons:

1. The District and City utilize an existing joint use agreement to regulate each entity's utilization of the George Elder Community Center (the "Agreement");

2. The Agreement provides that while City owns the George Elder Community Center, District is required to maintain its interior and surrounding grounds;

3. As a subdivision of the state of California, District is required to comply with competitive bidding requirements that are substantially similar to those governing City's public works project;

4. Based upon the Agreement and District's legal requirements as to competitive bidding, it is in the public interest for City to allow District to complete the Project in accordance with the Architect's approved plans and specifications; and

5. To complete the Project, District must still comply with payment of prevailing wages in accordance with the California Labor Code.

G. In waiving the competitive bid requirements otherwise required by the Monterey Park Municipal Code and Public Contracts Code, the City Council takes note of the analysis and decisions set forth in *Graydon v. Pasadena Redevelopment Agency* (1980) Cal.App.3d 631; *Hodgeman v. City of San Diego* (1942) 53 Cal. App.2nd 610; *Orange County Water Dist. v. Bennett* (1958) 156 Cal. App.2nd 745; and *Los Angeles G&E Corp. v. City of Los Angeles* (1922) 188 Cal. 307.

SECTION 2: *Environmental Assessment.* The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 3: *Bid Waiver*. For the reasons set forth in Section 1, bidding is not required for the Project. The City Manager is authorized to execute an amendment to the Agreement, in a form approved by the City Attorney, to construct the Project.

SECTION 4: *Design Immunity; Authorization*.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms to the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to

avail the City of the immunities set forth in Government Code § 830.6.

SECTION 5: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 7: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2022.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: May 18, 2022

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council

FROM: Robert Aguirre, Director of Recreation & Community Services

SUBJECT: Tree Memorial Program Recommendation for 2022

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving to honor Sharon Woo with a memorial tree; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

Nominations for the Tree Memorial Recognition Program were advertised and accepted during the month of March 2022. The Recreation and Community Services Department received a nomination application for Sharon Woo.

Subsequently, the Tree Memorial Program Committee consisting of three Community Participation Commissioners and two Recreation and Parks Commissioners met to review the nomination of Sharon Woo and discuss her consideration for a Tree Memorial based on the criteria established in Resolution Nos. 10485 and 11484 (Attachment 1).

The Committee reviewed the nominee's application. After reviewing the information provided on the nomination application for Sharon Woo (Attachment 2), the committee voted unanimously to recommend City Council approves to honor Sharon Woo with a Tree Memorial for her service and positive impact on the Monterey Park Community.

BACKGROUND:

In an effort to provide a fair and equitable process to honor individuals for their service to the community, the City Council established resolutions outlining the guidelines to conduct the Tree Memorial Program. A Program Committee consisting of three members of the Community Participation Commission and two members of the Recreation and Parks Commission met to review the nomination applications and make recommendations to the City Council.

The nominee, Sharon Woo is a long time resident, volunteer, and community leader. Ms. Woo has served as the President of the Mark Keppel High School (MKHS) Alliance for over 13 years where she has dedicated thousands of hours toward successfully facilitating fundraisers that help support high school academics, performing arts, sports and college fairs. Ms. Woo also serves as the secretary on the Mark Keppel Parents

Teachers and Students Association (PTSA) and helps support music, drama, and academic decathlon programs. Ms. Woo is an active MKHS alumni and although both her daughters graduated over seven years ago, she continues to mentor and bring students together through her involvement with the MKHS Alliance, PTSA, Instrumental Music Booster, and the Alhambra Educational Foundation. She is a past recipient of a Service to Education Award and has impacted the lives of numerous students in the Monterey Park community.

FISCAL IMPACT:

The Tree Memorial plaque and ceremony costs approximately $300 and funding is included in the FY 21-22 adopted budget in the Community Participation Division fund, account no. 1016508-5242.

Respectfully submitted by:

Robert Aguirre
Director of Recreation & Community Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Resolution 10485 and 11484
2. Nomination of Sharon Woo

ATTACHMENT 1
Resolution 10485 and 11484

RESOLUTION NO. 10485

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA TO ESTABLISH A TREE MEMORIAL NOMINATION AND AWARD

WHEREAS, the City of Monterey Park would like to acknowledge important and distinguished members of the City, by recognizing them with the dedication of a tree in their honor; and,

WHEREAS, on August 18, 1999 the City Council of Monterey Park directed staff to form a Committee, consisting of 2 members of the Recreation and Parks Commission and 2 members from the Historical Heritage Commission, to establish guidelines regarding an individual being considered for a Tree Memorial; and,

WHEREAS, members of the above mentioned Commissions have met and have submitted their recommendations to the City; and,

WHEREAS, City has incorporated these recommendations into a nomination process and award to honor such individuals; and,

WHEREAS, each February a committee of 3 members of the Historical Heritage Commission and 2 members of the Recreation and Parks Commission will be assembled as a Nomination Committee to accept applications for nominations; and,

WHEREAS, the Nomination Committee, will review nominations for an honor based on the submission of proper documentation and requirements, and, follow guidelines as set forth by the Tree Memorial Committee, and subsequent alternatives as recommended by staff; and,

WHEREAS, the Nomination Committee will make their recommendations to the City Council in April, with a dedication ceremony to be held in May, close to the anniversary of the City's Incorporation.

NOW, THEREFORE, BE IT RESOLVED that the City of Monterey Park hereby adopts the establishment of the Tree Memorial Nomination and Award, and designates staff to authorize a nomination committee as specified above to accept, review and nominate distinguished individuals as indicated in the following sections.

SECTION 1

MEMORIAL PLAQUE / TREE

Plaques to be consistent with plaques that are existing in front of City Hall. Trees that are to be purchased will be of similar type as existing. Cost for the plaques will be charged to the person or group who nominates the individual ($500.00) City Council may waive fees at its discretion.

SECTION II

QUALIFICATIONS

The consideration for selection must include a substantial history of Community Service. For Example:

A. Individual should have been a long term resident (10 years or more) in the City of Monterey Park, and should have provided a service benefit to the entire Community, in one or more of the following ways:

1. Served on a City elected or appointed position for at least two terms or 5 years, whichever is greater;

2. Voluntarily served the City as an officer, or board member of, one or more City recognized Service Clubs, volunteer community based organizations or other City service and charitable service organizations, which provide a direct service to Monterey Park residents;

3. A long term community business leader who has served the Community through his/her financial or voluntary efforts to one or more service and charitable service organization or non profit organization in the City of Monterey Park for a period of no less than 10 years.

4. An individual, resident or non resident, who has made a significant or cumulative and positive impact on the Community.

B. The term "served" means that the individual must demonstrate an active role in providing a benefit to the Monterey Park Community, in addition to service to City service and charitable service organizations.

C. Special consideration without regard to the above mentioned qualifications, should be given to an individual, resident or non resident, who has deceased while performing service to our community.

SECTION III

NOMINATION PROCESS

A. Nominations to be submitted, accepted and considered only one time per year. No limit as to the number of years nominated. No limits imposed on the nomination committee as to how many individuals are recommended each year.

B. Interested parties will be required to fill out an application which will require detailed justification for consideration, provide a picture and other suitable materials deemed necessary. In order to further determine merit, and to add significance to the prestige of the memorial, any individual whose name is put forth should be supported by at least three letters of reference by community members indicating the contribution made and significance, in their opinion.

C. A nomination committee consisting of 5 members from the two Commissions, 3 Historical Heritage and 2 Recreation and Parks, shall be assigned to review the application and consider the qualifications.

D. The time period for nominations are in February, with a selection and ceremony to be held in May, close to the anniversary of the City's incorporation.

PASSED AND APPROVED AND ADOPTED this 15th day of March, 2000.

Rita Valenzuela, Mayor
City of Monterey Park
California

ATTEST:

David M. Barron, City Clerk
City of Monterey Park,
California

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, David Barron, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No.10485Was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the15 day of March , 2000, by the following vote:

AYES:	COUNCILMEMBERS:	CHU, BALDERRAMA, ALONSO, VENTI, VALENZUELA
NAES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE
ABSTAIN:	COUNCILMEMBERS:	NONE

Dated this 15th day of March , 2000.

David M. Barron, City Clerk
City of Monterey Park
California

RESOLUTION NO. 11484

A RESOLUTION AMENDING RESOLUTION NO. 10485 REGULATING THE PROCEDURES FOR NOMINATIONS AND ERECTING TREE MEMORIALS.

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

A. In 2000, the Monterey Park City Council adopted a resolution to honor community members whose contributions have made a significant impact on the City of Monterey Park by establishing a Tree Memorial Program, and

B. The City Council believes the display of the these trees and plaques enhances City facilities and inspires citizens to contribute to their community; and

C. It is in the public interest for persons recognized with a Tree Memorial to be so honored without the need for paying a fee.

SECTION 2: *Amendments*. Resolution No. 10485 is amended as follows:

A. Section 1 is amended in its entirety to read as follows: "Plaques to be consistent with plaques that are existing in front of City Hall. Similar existing trees at Garvey Ranch Park will be used."

B. Subsection A of Section 3 is amended in its entirety to read as follows: "Nominations may be submitted, accepted, and considered only once per year. There is no limit to the number of years in which a person may be nominated. Only three nominations will be recommended to the City Council per year. A person may only receive this honor once."

SECTION 3: *City Manager Authorization*. The city manager is authorized to promulgate administrative policies and procedures to implement and facilitate the directives set forth in this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless superseded or repealed.

PASSED AND ADOPTED this 2nd day of May, 2012.

David Lau, Mayor
Monterey Park, California

ATTEST:

David Barron, CMC, City Clerk
Monterey Park, California

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger,
Deputy City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF MONTEREY PARK)

I, DAVID M. BARRON, CMC, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 11484 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 2nd day of May, 2012, by the following vote:

Ayes:	Council Members: Chu, Wong, Real Sebastian, Ing, Lau
Naes:	Council Members: None
Absent:	Council Members: None
Abstain:	Council Members: None

Dated this 2nd day of May 2012.

David Barron, CMC, City Clerk
Monterey Park, California

ATTACHMENT 2
Nomination of Sharon Woo

Recreation and Community Services
320 West Newmark Avenue
Monterey Park, CA 91754
Telephone: (626) 307-1388
Website: http://www.montereypark.ca.gov

APPLICATION FOR TREE MEMORIAL 2022

NAME OF INDIVIDUAL NOMINATED: SHARON WOO LIVING? YES (Y/N)

ADDRESS: [redacted] MONTEREY PARK, 91754

NAME OF NOMINATING GROUP OR ORGANIZATION: MARK KEPPEL HIGH SCHOOL ALLIANCE (ISOZAKI)

CONTACT PERSON: PAUL ISOZAKI

ADDRESS: [redacted] CITY: MONTEREY PARK ZIP 91754

PHONE: [redacted] EMAIL: [redacted]

Nomination Process:

Please attach all materials, photos, documentation and letters to this application. The City will make every effort to return materials to the nominating authority listed, however, the City will not guarantee this or the condition of which the materials are returned. Please do not send original documents. Copies of these materials will be sufficient.

Deadline for submission of application and all materials is **Thursday, March 31, 2022 by 4:30pm**. Submit to the Recreation and Community Services Department via mail or email: 320 W Newmark Ave. Monterey Park, CA 91754 or Recreation@montereypark.ca.gov. A committee of Commissioners will meet in April to review applications and make recommendations to City Council in May. Ceremony to be scheduled thereafter. All Committee review meetings are posted and open to the public. Nominating groups or individuals may speak and bring other pertinent materials to the meeting.

Committee reserves the right to accept, reject, approve or deny any and all of the applications it receives based on review of the materials submitted. The burden of proof as to the worthiness of a particular individual must be demonstrated by the information submitted by the applicant. Common knowledge or prestige of an individual is not enough to qualify for this recognition award.

The City shall determine the location for the tree memorial. Groups or individuals will not be allowed to request a particular site. The decision to plant a new tree versus using existing trees is at the sole discretion of the City. Wording on the plaque will be consistent with existing memorial plaques.

The intent of the program is to have the memorial remain undisturbed forever, however, the City must reserve the right to move, remove or change the existing tree or plaque as it deems necessary.

Please provide at least one picture and other suitable materials deemed necessary. In order to further determine merit, and to add significance to the prestige of the memorial, any individual whose name is put forth should be supported by at least three letters of reference by community members indicating the contribution made and significance, in their opinion.

QUALIFICATIONS

(Monterey Park Resolution No. 10485 & 11484)

Individual should have been a long term resident (10 years or more) of the City of Monterey Park, and has provided a service benefit to the entire Community, in one or more of the following ways (check items that apply):

_____ Served on a City elected or appointed position for at least two terms or 5 years, whichever is greater;

__✓__ Voluntarily served the City as an officer, or board member of, one or more City recognized Service Clubs, Volunteer community based organizations or other City service and charitable service organization, which provide a direct service to Monterey Park residents;

_____ A long term community business leader who has served the Community through his/her financial or voluntary efforts to one or more service and charitable service organization or non profit organization in the City of Monterey Park for a period of no less than 10 years.

__✓__ An individual, resident or non resident, who has made a significant or cumulative and positive impact on the Community.

The term "served" means that the individual must demonstrate an active role in providing a benefit to the Monterey Park Community, in addition to service to the City and charitable service organizations.

Special consideration without regard to the above mentioned qualifications, should be given to an individual , resident or non resident, who has deceased while performing service to our community.

Nominations may be submitted, accepted, and considered only once per year. There is no limit to the number of years in which a person may be nominated. Only three nominations will be recommended to the City Council per year. A person may only receive this honor once.

Complete resolutions available at:
https://grmservices.grmims.com/CityofMonterey/(S(mnoqvplvaun42o01n5f3jkce))/orc.aspx

PAUL T. ISOZAKI
[redacted]
Monterey Park, California 91754

March 26, 2022

To the 2022 Tree Memorial Committee:

In 1996, a small group of Monterey Park parents and myself started the Mark Keppel High School Alliance ("Alliance"). The Alliance changed an underperforming school into a nationally recognized academic higher learning institution.

In 2008, my youngest child graduated from Mark Keppel High School, and one year after that I retired as the Alliance president. Sharon Woo stepped up and became the new leader of the Alliance. As president, Sharon not only successfully kept the Alliance activities going, she improved upon them. These activities include fundraising, academics, performing arts, sports programs, and college fairs.

Fast forward 13 years and 7 years after her youngest child graduated from Mark Keppel High School, Sharon continues to be the president of the Alliance. She also serves as the corresponding secretary of the P.T.S.A., supports the music program, drama, the successful academic decathlon program, and the football snack stand.

I nominate Sharon Woo for the Tree Memorial 2022. Monterey Park is made up of good, hardworking citizens. Their children are our future. Their children are this City's most important resource. Sharon Woo has worked thousands of hours culminating into 13 years of fundraising for all programs and activities for the youth of Mark Keppel High School and the City of Monterey Park.

If you ask me who Monterey Park's most important person is, I will say Sharon Woo. She has guided our parents through the difficult high school years of their children and has supported many Mark Keppel High School programs which have turned out great, well-rounded, academic young adults...Monterey Park's future.

Very truly yours,

Paul T. Isozaki

March 30, 2022

To whom it may concern,

I am writing this letter to nominate Sharon Woo for the Tree Memorial Award for her outstanding contribution to the community through her service via Alliance President at Mark Keppel High School.

I have known Sharon for the past 5 years. In that time, I have seen her wear many hats. She is a leader and founding member of MKHS Alliance. I have seen her mentor and encourage all students to learn and take on leadership skills that will lead them into 21st century jobs. She unselfishly donates her personal time and money into projects that students take on as they hone their skills for future jobs. She is a person that students and adults alike can look up to with the 30+ years of experience she has gained from mentoring students and guiding them through the leadership process. She brings students together to work as a team, building rapport and creating opportunities to problem solve and fundraise to support Mark Keppel students and faculty. She provides a foundation for our Monterey Park students to look back on so that they can carry forth to be productive members of our community and hopefully pay it forward.

On a personal note, I deeply appreciate Sharon for the positivity and encouragement she gave to my children as they navigated through Mark Keppel. She encouraged them to reach forward and try their best as they carried out their positions in Alliance. When they felt unsure, she would assist and reinforce what they were doing well and offer suggestions on how to improve. She gave them confidence and structure to explore their potential and to make mistakes to learn from. I know that my children were very fortunate to have been able to benefit from her tutelage and experience, as many had before them and will after them.

Therefore, I believe Sharon would be an excellent choice for the Tree Memorial Award as a contributing member of our community. She continues to be excited about helping students to reach their potential and shows no sign of slowing down. These students will be our future leaders and she had a part in making it happen. She puts forth her all, unconditionally and humbly because she cares about her community and the people within it. For these reasons stated, I hope that our community can respond back and give her recognition for the time and energy she has put forth.

Sincerely,

Shirley Chow

Shirley Chow

[redacted]

Monterey Park, CA 91754

March 31, 2022

Dear Tree Memorial Award Committee,

I am writing this letter in support of the Tree Memorial Award nomination for Sharon Woo. Sharon has been a wonderful contributor to the Monterey Park community as a dedicated supporter of our schools and a passionate mentor to our students.

It has been a pleasure to have known Sharon for the past 10 years. I have witnessed the valuable time and endless energy she has given to our students and to our school programs. She was an active parent volunteer at Brightwood School and Mark Keppel High School (MKHS). Although it has been over 7 years since her two daughters graduated from MKHS, she continues to be an active alumni parent volunteer every year. She has served key roles in multiple organizations including the MKHS Alliance, PTSA, Instrumental Music Boosters, and the Alhambra Educational Foundation (AEF).

I first met Sharon when we were Band Booster members. She chaperoned the band performances including Monterey Park Play Days parades, concerts in Barnes Park, and AUSD's two Rose Parade performances. She has supported events and fundraisers for the MKHS band, orchestra, choir, and drama groups in the Visual Arts and Performing Arts (VAPA) department.

Throughout the years, Sharon has also volunteered in different officer roles in the MKHS PTSA organization. She sincerely promotes a strong sense of community at MKHS during PTSA activities among parents, teachers, and students.

One of Sharon's biggest impacting roles is as the long-time current president of the MKHS Alliance. After its establishment as a fundraising booster group by Paul Isozaki in 1996, the Alliance continues under Sharon's strong leadership serving its important goal of supporting Mark Keppel's instructional needs. Every year, the Alliance funds numerous grants to MKHS departments and programs such as AP exam scholarships. Sharon coordinates and ensures smooth operations of the Alliance's fireworks stand fundraiser in Monterey Park. With Sharon's guidance, the Alliance is sponsoring their 3rd annual community 5k Run/Walk, which is student organized.

In the current "Sharon Woo" era of Alliance, this organization has not only continued to be a financial benefactor to MKHS, but also an incubator of student leader opportunities. One of the significant Alliance influences which I have admired has been Sharon fostering student leadership roles at Keppel. Sharon has consistently encouraged student participation in the Alliance officers' and committees' roles. She ensures students' success by modeling and providing ongoing coaching feedback to build their confidence as they perform their duties. She does not turn away any interested students who want to contribute. She will even create additional positions to include them in the leadership experience. She takes the time to interview students and how best to mentor them. She also takes on students who come to her with their own separate projects; she is more than willing to become their project advisor and/or sponsor.

In addition to her leadership at MKHS, Sharon has also served as an AEF Board member and has been a past recipient of AEF's prestigious Service to Education Award. Beyond the school setting, I have seen her attending city council meetings and supporting important city issues. Consistent with her passion for the students, Sharon has promoted student civic participation by encouraging them to attend city council meetings.

Sharon's guidance and encouragement have helped make my two younger daughters' high school experiences meaningful and fulfilling. I truly believe Mark Keppel High School and the Monterey Park community have benefitted from her leadership, contributions, influence, and personal touch. I hope Sharon Woo's ongoing dedication to our community can be recognized with the Tree Memorial Award.

Sincerely,

Robin Chin

Robin Chin
[redacted]
Monterey Park, CA 91754

City Council Staff Report

DATE: May 18, 2022

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council

FROM: Anthony Antich, Interim Director of Public Works

SUBJECT: Professional Services Agreement with John L. Hunter & Associates for Storm Water Program Management and Used Oil Recycling Grant

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an agreement with John L. Hunter & Associates, in a form approved by the City Attorney, for professional services for the implementation of the City's Storm Water Program and Used Oil Recycling Grant; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

John L. Hunter and Associates (JLHA) has administered the City's Stormwater program since 1995. The proposed agreement would allow the company to continue to provide professional services for the implementation of the City's Storm Water Program and Used Oil Recycling Grant.

BACKGROUND:

The California Water Resources Control Board adopted a new Storm Water permit in 2012 that mandates a series of new requirements including a long-term plan to meet pollutant reduction standards. The City participates in the City of Los Angeles multi-jurisdiction plan, known as the "Coordinated Integrated Monitoring Program (CIMP) and Enhanced Watershed Management Plan (EWMP) for the Upper Los Angeles River (ULAR) Watershed Management Area." This plan brings cost savings to the City and is highly technical. JLHA assisted the City in completing the Trash Daily Generation Rate Study (conducted annually to determine compliance with the LA River Trash Total Maximum Daily Loads (TMDLs)). The Trash TMDL is a regulatory mandate to reduce trash discharged to the Los Angeles River and its tributaries.

JLHA also assists the City in maintaining compliance with the Municipal Separate Storm Sewer System (MS4) permit under the National Pollutant Discharge Elimination System (NPDES), by actively seeking and managing project opportunities on behalf of the City, representing the City at interagency meetings, assisting with the preparation of

compliance reports; it also provides assistance with the City's Safe Clean Water Program.

JLHA is currently providing stormwater consulting services to 38 cities and four watershed groups and is highly respected in the field. City staff has also had a positive experience with JLHA's staff who are knowledgeable, reliable, and responsive to the City's needs. Given the consultant's lengthy and successful service to the City, staff requests City Council approve a new five-year contract per Monterey Park Municipal Code (MPMC) § 3.20.090 for professional services.

The proposed agreement includes services for the City's NPDES Program and Used Oil Recycling grant for FY22-23. Staff proposes to join the Los Angeles County regional used oil program beginning in FY23-24. The contract cost will be based on time and materials, providing services within the scope of work at the costs listed in Section 5 of the attached proposal. The proposed term of the agreement is for 5 years with an option to extend for an additional 2-year term.

FISCAL IMPACT:

The City's Storm Water Program is funded by Sewer Fund (411) and Measure W Fund (248). Measure W Funds would be used for funding storm water projects coordinated by JLHA, the FY22-23 Proposed Budget includes sufficient funds to cover costs for Year 1 of the contract. The annual allotment from the Used Oil Recycling Grant will be used to pay for the program administration cost included in Year 1 of the agreement. Future funding for Years 2 through 5 of the contract would be budgeted as part of the City's annual budget process. There is no impact to General Fund.

Respectfully submitted by:

Anthony Antich
Interim Director of Public Works

Prepared by:

Xochitl Tipan
Principal Management Analyst

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. John L. Hunter & Associates Proposal

ATTACHMENT 1
John L. Hunter & Associates Proposal

MS4 NPDES and Used Oil Recycling Grant Programs

SERVICES PROPOSAL
2022.05.04

Prepared for: The City of Monterey Park
Attention: Ziad Mazboudi

Prepared by: **John L. Hunter & Associates**
6131 Orangethorpe Ave #300
Buena Park, CA 90620

Michelle Kim
Project Manager
mkim@jlha.net 714.576.4793

Cameron McCullough
Program Manager
cmccullough@jlha.net 562.726.4259

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1. Qualifications

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation founded in 1985. We specialize in assisting municipalities implement water quality and conservation programs. These programs include NPDES, stormwater pollution prevention, watershed management, sewer overflow prevention, water conservation, and recycling. Services include program administration, planning, reporting, and funding, as well as inspections, engineering, monitoring, and public education.

1.1. Relevant Firm Experience

Our experience in Municipal NPDES begins with the inception of MS4 Permits in the 1990s. Table 1 is a complete list of NPDES services we provide to current municipal clients. This includes:

- 38 cities, 4 watershed management groups: Program administration or technical support,
- 18 cities: Grant and SCWP Program project application or administration,
- 38 cities: Field services such as BMP compliance inspections,
- 23 cities: Plan review and approval, including LID Plans, WQMPs, and SWPPPs,
- 39 cities, 3 WMGs: Reporting (e.g., annual, TMDL, or watershed reports), and
- 37 cities and 3 watershed groups: Staff training.

Recent and relevant projects include:

- Submitting over 20 applications for SCWP infrastructure project funding (2019-current).
- Applying for and obtaining a Prop 1 Stormwater grant (Urban Orchard in South Gate, 2018) and administering a Prop 1 grant (Ford Park in Bell Gardens, current).
- Updating Watershed Management Programs (WMPs) for the Lower Los Angeles River (LLAR), Lower San Gabriel River (LSGR), Nearshore (Long Beach), and Peninsula Cities WMGs (2021).
- Assisting with the implementation of the Statewide Trash Provisions for 22 local municipalities.
- Representing the Cities of Glendale, Diamond Bar, and Villa Park in MS4 NPDES compliance audits conducted by the Regional Water Board and Federal EPA staff in 2019 and 2020.
- Managing ongoing BMP inspection programs at over 10,000 sites.

Our interagency compliance planning experience includes serving as the lead consultant for the development of the WMPs for the LLAR, LSGR, Nearshore, and Peninsula Cities watershed management groups (WMGs). This included oversight of the development of Coordinated Integrated Monitoring Programs (CIMPs). Together the member agencies of these Watershed Groups represent 20 MS4 NPDES Permittees. We also serve as the consultant team lead for the Nearshore, LLAR, LSGR, and Peninsula Cities WMGs. Services include administering monitoring activities, overseeing the development of and submitting funding applications for Safe Clean Water Program projects, preparing watershed annual reports, holding technical committee meetings, and implementing other relevant tasks such as feasibility studies.

We also represent municipal clients in WMGs for the Upper Los Angeles River, Upper San Gabriel River, Dominguez Channel, Ballona Creek, Beach Cities, and Los Cerritos Channel. In Orange County we represent six municipal clients in WMG planning activities led by the Orange County Public Works.

Table 1. Summary of Municipal NPDES Services Currently or Recently Provided

Municipal NPDES Client	Years of service	Administrative or Technical support	Plan Review	Field Inspections	Public Outreach	Training	Funding Assistance	Project or Compliance Planning	Trash Studies	Monitoring oversight	Reporting
Arcadia	27	×	--	×	×	×	×	--	×	--	×
Artesia	8	×	--	×	×	×	×	×	--	--	×
Baldwin Park	2	×	--	×	×	×	×	×	--	--	×
Burbank	5	×	--	--	--	×	×	×	×	--	×
Cerritos	7	--	--	×	--	--	×	--	--	--	×
Compton	2	×	--	--	--	×	×	--	--	×	×
Covina	14	×	×	×	--	×	--	--	--	--	--
Diamond Bar	15	×	×	×	×	×	×	×	--	--	×
Downey	11	×	×	×	×	×	×	×	×	--	×
Fullerton	5	×	--	--	--	×	×	--	--	--	×
Glendale	9	×	--	×	--	×	×	--	×	--	×
Hawaiian Gardens	10	×	×	×	×	×	×	×	--	--	×
Hawthorne	22	×	--	×	×	×	×	--	--	--	×
Hermosa Beach	2	×	--	×	×	×	×	×	--	--	×
Inglewood	7	×	--	×	×	×	×	--	×	--	×
La Habra	11	×	×	×	×	×	×	--	--	--	×
La Mirada	5	×	--	×	--	--	×	--	--	--	×
Laguna Woods	2	--	×	×	--	--	--	×	--	--	--
Lakewood	7	--	--	×	--	--	×	--	--	--	×
Lomita	7	×	--	×	×	×	×	×	--	--	×
Long Beach	8	×	--	×	×	×	×	×	×	×	×
LCC Watershed Mgmt. Group (WMG)	9	×	--	--	--	×	--	×	--	×	--
Lower LA River WMG	9	×	--	--	--	×	×	×	--	×	×
Lower San Gabriel River WMG	9	×	--	--	--	×	×	×	--	×	×
Lynwood	8	×	×	×	×	×	×	×	×	--	×
Manhattan Beach	12	--	--	×	--	--	--	--	--	--	--
Monterey Park	17	×	×	×	×	×	×	×	×	--	×
Norwalk	12	×	×	×	×	×	×	×	--	--	×
Paramount	8	×	×	×	×	×	×	×	×	--	×
Pasadena	7	×	×	×	--	×	×	×	×	--	×
Palos Verdes Peninsula WMG	9	×	--	--	--	--	--	×	--	×	×
Pico Rivera	6	×	--	--	×	×	×	--	×	--	×
Placentia	9	×	×	×	--	×	×	--	--	--	×
Rancho Palos Verdes	28	×	×	×	×	×	×	×	×	--	×
Rolling Hills	13	--	--	--	--	--	--	--	×	--	×
Santa Fe Springs	6	--	×	×	--	--	--	--	--	--	--
Seal Beach	17	×	×	×	×	×	×	--	--	--	×
Signal Hill	37	×	×	×	×	×	×	×	×	--	×
South El Monte	5	×	×	×	×	×	×	×	×	--	×
South Gate	31	×	×	×	×	×	×	×	×	--	×
South Pasadena	17	×	--	×	×	×	×	×	×	--	×
Stanton	15	×	×	×	×	×	×	--	--	--	×
Temple City	19	×	×	×	×	×	×	×	×	--	×
Upper Los Angeles WMG	2	×	--	--	--	--	--	×	--	--	--
Villa Park	9	×	×	×	×	×	--	--	--	--	×
West Covina	7	×	×	×	×	×	×	×	--	--	×
West Hollywood	27	×	×	×	--	×	×	×	×	--	×
Whittier	8	×	--	×	×	×	×	×	--	--	×
TOTALS (out of 48)		42	24	37	28	39	39	29	20	6	42

1.2. Relevant Staff Credentials

Staff credentials include certified professionals in engineering, stormwater quality, BMP (Best Management Practice) inspection, erosion control, SWPPP development and implementation, and environmental assessment. Table 2 lists specialized credentials held by JLHA staff.

Table 2. Specialized Credentials held by JLHA Staff

Credential	Credential Task
PE	Professional Engineer
CPSWQ	Certified Professional in Stormwater Quality
CESSWI	Certified Erosion, Sediment and Stormwater Inspector
QSD/P	Qualified SWPPP Developer and Practitioner (Construction)
QISP	Qualified Industrial Stormwater Practitioner
CGP ToR	Trainer of Record for the NPDES Construction General Permit
IGP ToR	Trainer of Record for the NPDES Industrial General Permit

1.3. Key Personnel

Table 3 lists the key personnel for this project and their typical project roles. See the Resumes Section for the experience, credentials, and education of the project team.

Table 3. Project Team Key Personnel and Roles

Program Title	Team Member Information	
Project Manager	Name	**Michelle Kim**, MSE, CPSWQ, QSD
	Roles	Point of contact, manages services implementation and budget
Program Manager	Name	**Cameron McCullough**, MS, CPSWQ, QSD/P, IGP ToR
	Roles	Point of contact, provides technical oversight
Principal in Charge	Name	**John Hunter**, PE
	Roles	Oversees project implementation
Project Engineer	Name	**Chris Chew**, PE
	Roles	Plan review and engineering oversight
Project Engineer	Name	**Michelle Staffield**, PE, MSE, CPSWQ, QSD
	Roles	Plan review
Assistant Project Manager	Name	**Hugo Garcia**, CPSWQ, CESSWI, QSD/P
	Roles	QA/QCs reports, assists PMs, and prepares project deliverables
Inspector	Name	**Glenn Cajar**, CESSWI, QSP, QISP
	Roles	Field compliance inspections
Inspector	Name	**Wilson Duong**, CESSWI, QSP
	Roles	Field compliance inspections
Outreach Specialist	Name	**Jacqueline Mak**
	Roles	Outreach programs implementation

2. Scope of Services

Tables 4 and 5 list our scope of Municipal NPDES and Used Oil Recycling Grant Programs services. Additional information on these services is provided below. The timeframe of this proposal is five years. Our proposed services and cost estimate is valid for 90 days. The services are provided on an annual basis, to be repeated for the term of the services contract.

2.1. Municipal NPDES Program Services

Table 4 lists our services under this task. Additional information on these services is provided below.

2.1.1. Program Assistance, Compliance Planning, and Reporting

Table 4 lists our services under this task. Note:

- Program status updates include regulatory updates and stakeholder group updates.
- Interagency meetings include those held by Watershed Management Groups and the LA Permit Group, the County of LA, training workshops, and the Regional Board.
- Programs assessed under Compliance Planning include provisions related to Monitoring and Reporting, Minimum Control Measures, Watershed Management, TMDLs, and statewide pollutant provisions (e.g., trash).

2.1.2. Program Funding Assistance

Table 4 lists our services under this task.

2.1.3. Control Programs

Table 4 lists our services under this task.

2.2. Used Oil Recycling Grant Program Services

Table 5 lists our services under this task.

Table 4. Task 1: Scope of Municipal NPDES Program Services

Task	Description
1.1. Program Assistance, Compliance Planning, and Reporting	
Program updates	Provide project and program status updates.
Interagency meetings	Represent the City in meetings/correspondence with program stakeholders.
Technical assistance	Share technical program information and expertise with City staff.
Program development	Assist in preparing new program documents.
Program assessment	Assess program compliance and recommend actions.
WMP and CIMP	Assist with the development and implementation of the WMP and CIMP.
TMDLs	Assist with TMDL compliance planning, implementation, and reporting.
Trash TMDL Study	Assist the City with the Trash TMDL DGR Study
Compliance Reports	Assist with the preparation of the NPDES and TMDL compliance reports.
Database management	Operate and maintain an accessible online databases of program records.
As-needed assistance	As needed: Assist with Municipal NPDES services not listed in this scope.
1.2. Program Funding Assistance	
SCWP Plans and Reports	Prepare SCWP Annual Plan and Annual Reports.
Program updates	As needed: Provide updates on the SCWP and other NPDES funding programs.
Meetings	As needed: Represent the City in funding meetings and correspondence.
Funding applications	As needed: Prepare SCWP and grant applications and assist in administration.
Fees, budgets, agreements	As needed: Develop and administer fees, budgets, and cost share agreements.
1.3. Control Programs	
1.3.1 Planning and Land Development	
Tracking	Update LID BMP records with available program information.
Reviewing	Review LID Plans and related documents.
Inspections	As needed: Verify BMP installation and O&M and issue enforcement.
1.3.2 Construction (focusing on sites that disturb ≥ 1 acre.)	
Tracking	Update site records with available program inventory information.
Reviewing	As needed: Review SWPPPs and ESCPs for BMP implementation.
Inspections	Conduct BMP inspections, follow-ups, and issue enforcement.
1.3.3 Industrial/Commercial Facilities	
SB205/IGP Non-filers	As needed: Assist with the following subtasks related to SB205/IGP non-filers.
Tracking	Update industrial/commercial facility records using available data sources.
Educating	As needed: Distribute, develop, and purchase educational material.
Inspections	Schedule and conduct BMP inspections, follow-up, and issue enforcement.
1.3.4 Municipal Activities and Training	
Tracking	Update records for inventoried city facilities with available information.
Inspections	As needed: Inspect BMPs at City facilities and assist in selecting BMPs.
Training	Develop and provide Municipal NPDES training for city staff as applicable.
Project Implementation	As needed: Assist in implementing NPDES capital projects and programs.
1.3.5 Illicit Discharge Investigations	
Investigations	As needed: Conduct field investigations, follow-up, and issue enforcement.
1.3.6 Public Information and Participation	
Tracking	Update records for public outreach activities.
Events	Assist with City community events to promote pollution prevention.
Material distribution	Provide and distribute educational materials.
Material development	As needed: Update and develop educational materials and content.
Applicable to All Tasks	
Project Management	Coordinate with project staff, report on progress, and QA/QC deliverables.

Table 5. Task 2: Scope of Used Oil Recycling Grant Program Services

Task and Description
2.1 Public Participation
Develop advertising program in the City media outlet to promote used oil and filter recycling.
Submit articles in the City media outlet providing tips and insights on environmental protections.
Attend City event and distribute tip cards and other recycling information.
Prepare quarterly press release articles and advertisements for City media outlet.
Provide printed materials such as calendars, brochures, flyers, and posters to inform commercial and industrial businesses about recycling.
2.2 Certified Collection Center (CCC) Survey, Support, and Administration
Conduct CCC surveys at four (4) locations in city.
2.3 Grant Administration
Complete and submit all CalRecycle grant documents (Funding Request, Expenditure Report, Annual Report).
Communicate with CalRecycle for proportionate cost/rates, project approvals, and stormwater mitigation project implementation.
Project Management Applicable to All Tasks
Coordinate with project staff, report on progress, and QA/QC deliverables.

3. Service Deliverable Schedule

Table 6 lists our service deliverables and the schedule of delivery.

Table 6. Service Deliverable Schedule

Deliverable by task	Delivery date and/or frequency
1 Municipal NPDES Program	
1.1 Program Assistance, Compliance Planning and Reporting	
MS4 NPDES Annual Reports	Semi-annual drafts by 6/1 and 11/15, and finals submitted by 6/15 and 12/15.
Trash TMDL DGR Study and Report	Study completed by 9/22, draft report completed by 12/1, and final report submitted by 12/15. Date set by City and JLHA.
1.2 Program Funding Assistance	
SCWP Annual Plan	Draft by 3/15 and final submitted by 4/1
SCWP Annual Report	Draft by 12/15 and final submitted by 12/31
1.3 Control Programs	
1.3.1 Planning and Land Development	
As needed: Review LID Plans with comments	≤ 2 weeks from receiving LIDs Plans
1.3.2 Construction (For sites that disturb ≥ 1 acre.)	
Inspections	Varies per site from monthly to twice a year
1.3.3 Industrial/Commercial Facilities	
Updated facility inventory	Updated at least once every 2 years
Inspections	Facilities are inspected once every 2 years
1.3.4 Municipal Activities and Training	
Facility inventory	Updated once during year 1 of services
Training presentations (in person, virtual, or self-guided)	Annually
1.3.5 Illicit Discharge Investigations	
Investigations	Same day if urgent, ≤ 3 days if not urgent
1.3.6 Public Information and Participation	
Event attendance and/or providing materials	At least annually
Material distribution.	At least annually
2 Used Oil Recycling Grant Program	
2.1 Public Participation	
Public participation	Provided as requested by City staff, on schedule agreed upon by City staff and JLHA
2.2 Certified Collection Center (CCC) Survey, Support, and Administration	
CCC Surveys	Surveys are conducted annually at four locations.
2.3 Grant Administration	
Grant administration	Provided within the timeframes required by CalRecycle and grant agencies.

4. Resumes

The following section includes the resumes and certifications of key personnel.

Cameron McCullough, CPSWQ, QSD/P, IGP ToR

Director

18 years of project experience

Education
M.S., Applied Mathematics, CSULB
B.S., Physics, CSULB

Certifications
CPSWQ, EnviroCert (#0842)
QSD/QSP, CASQA (#22706)
IGP Trainer of Record, CASQA (#079)

Affiliations
Phi Beta Kappa Society
Society for Industrial & Applied Math

Cameron McCullough has eighteen years of experience in the environmental compliance field, specializing in municipal surface water quality. His experience includes municipal NPDES, TMDL, and SSO control programs administration and implementation, funding—including the Safe, Clean Water Program, compliance planning, staff training, and representing client interests in interactions with regulators and other stakeholders.

Recent experience and qualifications

Mr. McCullough currently serves as a contracted project manager and primary contact for nine local cities' surface water quality programs and provides as-needed general technical assistance to 28 local cities. Programs administered include those for state NPDES stormwater discharge permits (MS4, IGP, CGP), state non-stormwater discharge permits and orders (e.g., sanitary sewer overflows and drinking water system discharges), and local ordinances related to these programs (e.g., for the Safe, Clean Water Program, stormwater and urban runoff pollution prevention, and FOG/Industrial Waste Control). The table below lists specific clients, roles, and tasks for relevant contracted services.

Relevant Experience Currently or Recently Provided

Project Manager for contracted Municipal NPDES Program implementation assistance	
Clients	Arcadia, Burbank, Glendale, Inglewood, South El Monte, South Pasadena, Stanton, Villa Park, and West Covina (9 cities total)
Tasks	Varies per client, including client representation with watershed groups and regulators, program administration, WMP/TMDL/trash prohibition compliance planning, training, reporting, studies, and oversight of control programs such as inspections and public outreach.
Budget	$600,000/year total
Lead Technical Support for as-needed Municipal NPDES technical assistance	
Clients	The clients listed above, as well as Artesia, Baldwin Park, Compton, Covina, Diamond Bar, Downey, Hawthorne, Hermosa Beach, Lomita, Long Beach, Monterey Park, Norwalk, Paramount, Pasadena, Pico Rivera, RPV, Temple City, West Hollywood, and Whittier (28 total)
Tasks	Varies per client, including but not limited to staff training, NPDES Permit compliance inquiries, and assistance with strategic WMP/TMDL compliance planning.
Lead Technical Support for contracted Safe, Clean Water Program (SCWP) implementation assistance	
Clients	The 28 clients listed above, and Hawaiian Gardens, La Mirada, and Lynwood (31 total)
Tasks	Varies per client, including Annual Plan and Expenditure Report development and preparation, and general technical assistance. For Burbank (2020), Diamond Bar (2020), and South Pasadena (2 in 2020, 1 in 2021), tasks included project concept planning and TRP application preparation.
Project Manager for Watershed Management Group Reporting and WMP Adaptive Management	
Clients	Agencies within the Lower LA River and Lower San Gabriel River Watershed Management Groups
Tasks	Administering the preparation and adaptive management of WMPs and watershed reporting.
Client Representation for NPDES Program Audits	
Clients	Diamond Bar (2019), Glendale ('20), Seal Beach ('10, '06), Stanton ('14, '10), Villa Park ('19)
Tasks	Represented cities in MS4 NPDES Permit compliance audits from Cal EPA and Federal EPA.

Michelle Kim, MSE, CPSWQ, QSD

Project Manager

15 years of project experience

Education

M.S., Civil Engineering, Loyola Marymount
B.S., Environmental Science, UC Berkeley
B.A., Public Health, UC Berkeley

Certifications

CPSWQ, EnviroCert (#1134)
QSD, CASQA (#26504)
EIT, NCEES (#141554)
Grade 3 Laboratory Analyst, CWEA (#130133001)

Michelle Kim has fifteen years of experience in the water quality industry, which includes potable water, wastewater, and stormwater. Michelle serves as a Project Manager and technical lead on various stormwater infrastructure projects for municipalities involving planning, review, implementation, and funding (including the Safe Clean Water Program). Her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management and TMDL compliance, Best Management Practices (BMPs) and Low Impact Development (LID) for planning and land development, construction, industrial/commercial activities, and public information and participation. She is also involved in the development and review of Watershed Management Programs (WMPs), Water Quality Management Plans (WQMPs), and LID Plans. Her experience also includes compliance planning, staff training, and representing client interests in interactions with regulators and other stakeholders.

Michelle's client-specific responsibilities at JLHA include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the Cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, Long Beach, Lynwood, Monterey Park, Norwalk, Pasadena, Rancho Palos Verdes, Santa Fe Springs, Signal Hill, South El Monte, South Gate, West Covina, West Hollywood, and Whittier.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the Cities of La Habra, Placentia, Seal Beach, Stanton, and Villa Park. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP verification inspections.
- Conducting training to municipal staff on LID.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports, and Bacteria TMDL studies and Load Reduction Strategy reports.
- Assisting in MS4 Permit Project Management for the Cities of Diamond Bar, Downey, La Mirada, Long Beach, Lynwood, Monterey Park, Pico Rivera, Temple City, and Whittier. Tasks include serving as a point-of-contact with city staff, representing city interests at watershed meetings and other NPDES-related meetings and hearings, and preparing Annual Reports.
- Assisting in Watershed Management efforts under the LA County area-wide MS4 Permit. This includes management of the Lower Los Angeles River Watershed Management Group (WMG), Lower San Gabriel River WMG, and Long Beach Nearshore WMG. Tasks include administering meetings, managing subcontractors, representing the groups in interactions with regulators, and preparing compliance reports, such as Watershed Annual Reports, WMP Progress Reports, and Adaptive Management reports.

Over 30 years of project experience

John L. Hunter, PE
Principal

Education
B.S. Chemical Engineering, CSULB
B.S. Biological Sciences, UCI

Certifications and Licenses
CA Professional Chemical Engineer, 4724
CA Registered Environmental Assessor, 0900
CA Hazardous Substance Removal, A3382
CA General Engineering License, A-582340

Mr. Hunter serves as the Principal of JLHA. He has over 30 years of experience in municipal environmental programs and currently oversees or otherwise assists with: (1) elements of over 40 separate municipal NPDES programs that covers sub-programs such as: watershed and stormwater management, TMDL implementation, plan reviews, industrial and construction inspections, training, O&M activities, public outreach, and monitoring and reporting; (2) elements of 30 municipal Safe, Clean Water Programs, (3) eleven municipal FOG or Industrial Waste programs encompassing permitting, inspections and enforcement; (4) six municipal Used Oil Recycling programs; (5) three municipal Beverage Container Recycling programs; and (6) two water conservation programs.

Related Experience

Representation, Advocacy, and Leadership

Since May 2016, Mr. Hunter has served as the chair for the LA Permit Group, which facilitates discussions and provides area wide Permit updates to affected parties within LA County that are under the Regional MS4 NPDES Permit. He coordinates this role with staff from the County of Los Angeles, as well as other Permit stakeholders. Historically, he has also chaired the Los Angeles River Watershed Management Committee and the Santa Monica Bay Bacterial TMDL J7 Subcommittee.

For decades Mr. Hunter has regularly represented client interests in meetings with Regional Board staff and members, most recently regarding topics such WMPs, CIMPs, TMDLs, trash provisions, and other new Permit mandates. Most recently this included providing written and oral comments on the 2021 Regional MS4 NPDES Permit on behalf of the Lower San Gabriel River and Lower LA River Watershed Management Groups.

Through these experiences, Mr. Hunter has played a leadership role in the continued countywide development and implementation of the Municipal NPDES Program in the LA Region.

Watershed Management and Safe, Clean Water Program

Mr. Hunter serves as the Principal-in-Charge for contracted program administration and implementation assistance to the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group, the Peninsula Cities Watershed Group, and the Long Beach Near-shore watersheds. Services overseen include preparation and adaptive management of the WMPs, CIMP monitoring, annual compliance reporting, project concept planning, and SCWP application preparation. This includes presenting SCWP funding projects to the Watershed Area Steering Committees (WASCs). He also participates as needed in the Upper Los Angeles River Watershed Group, the Dominguez Channel Watershed Group, and the Los Cerritos Channel Watershed Group.

Total Maximum Daily Loads and NPDES Permit Implementation

Mr. Hunter oversaw development of the Reach 1 Metals TMDL Implementation Plan on behalf of nine local agencies. The Plan was used as a source document for the Compliance Schedule in the Lower LA River WMP. He has also administered Trash TMDL studies and associated compliance reports for 19 cities, and continues to oversee the development and implementation of the federally required NPDES Municipal Permit Minimum Control Measures for over 30 cities.

Chris Chew, PE, QSD

Staff Civil Engineer

Overview

Mr. Chew serves as a Staff Civil Engineer. He has over 20 years of municipal experience reviewing structural and architectural plans. His specialty lies in reviewing such plans for compliance with Permits (including MS4), City ordinances (including LID and Green Streets /Erosion Control), Building Codes, and other State Laws.

Education

- M.S. Civil Engineering, Texas Tech University
- B.S. Civil Engineering, Texas Tech University

Certifications and Licenses

- CA Professional Civil Engineer (#47147)
- Qualified SWPPP Developer (QSD)

Related Experience

With JLHA (Starting 2021)

- Reviews structural and architectural plans and residential and large and complicated buildings for compliance with the MS4 Permit, City Ordinances and State Law.
- Interacts with developers to facilitate completion of their projects.
- Code Consultant.

City of Glendale, Principal Civil Engineer (2015-2020)

- Supervise and manage the Land Development, GIS, Surveying, Real Property, Stormwater and Wastewater Sections.
- Supervise and manage the review of grading and public improvement plans, encroachment plans, subdivision maps, covenant and agreements, street vacations and dedications.
- Update City's ordinances relating to engineering requirements in the Glendale Municipal Code, Glendale Building Code and Low Impact Development Ordinance.
- Review development plans for construction and code compliance.
- Represent the City of Glendale in meetings with other public agencies relating to wastewater and stormwater issues.
- Manage and implement the Municipal Separate Storm Sewer System (MS4) program.
- Responsible for the management of the Wastewater contracts with City of Los Angeles relating to the Amalgamated System and the Los Angeles Glendale Water Reclamation Plant.
- Manage wastewater rate study involving cost of service analysis.
- Solicit, prepare, and manage professional service agreements.
- Coordinate with architects, engineers, contractors, and other City staffs on development projects.
- Review City Council's staff report submittals.
- Review and evaluate employee's job performance.

City of Glendale, Senior Civil Engineer (2009-2015)

- Supervise and manage the Land Development, GIS, and Surveying Groups.
- Review development plans for construction and code compliance.
- Determine requirements for subdivisions, grading permits, construction permits and bonds.
- Coordinate with architects, engineers, contractors, and other City staffs on development projects.
- Review Council's staff report submittals.
- Response to citizen's requests and complaints.
- Manage the construction of federally funded slope repair project and supervise the analysis and reports on disputed construction costs, procedures, bids, and contract.
- Oversee preparation and revision of maps, surveys, wastewater records, and the storage and filing of various records and project files.
- Develop a handbook that describes the permitting procedures for various permits.
- Review and evaluate employee's job performance.

Michelle Staffield, PE, MSE, CPSWQ, QSD

Project Manager/Project Engineer

Education
M.S., Civil Engineering, Loyola Marymount
B.S., Ecology, Behavior, & Evolution, UCSD

Certifications
CA Professional Civil Engineer (#88904)
CPSWQ, EnviroCert (#1136)
QSD, CASCA (#26529)

Michelle Staffield has fifteen years of experience in the water quality field, specializing in surface water quality regulation in local regions including Los Angeles, Orange County, and San Diego. Her experiences include managing the development and implementation of point and non-point source programs—including NPDES and TMDL programs for municipalities—assisting and training municipal staff in their in-house NPDES programs, and representing client interests in interactions with regulators and other stakeholders.

Recent Experience and Project Qualifications

Michelle serves as a Project Manager and technical lead on various stormwater infrastructure projects for municipalities involving planning, review, and implementation. In this role her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management and TMDL compliance, Best Management Practices (BMPs) and Low Impact Development (LID) for planning and land development, construction, and industrial/commercial activities, public information and participation, and general programs management and technical assistance. She is also involved in the development and review of Watershed and Stormwater Management Programs, Water Quality Management Plans (WQMPs), and LID Plans.

Municipal NPDES Permit Management: Some of Michelle's current client-specific responsibilities include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, Long Beach, Lynwood, Monterey Park, Norwalk, Pasadena, Rancho Palos Verdes, Santa Fe Springs, Signal Hill, South El Monte, South Gate, West Hollywood, and Whittier.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, La Habra, Placentia, Seal Beach, Stanton, and Villa Park. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP verification and maintenance inspections for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, La Habra, Placentia, Rancho Palos Verdes, Seal Beach, Signal Hill, Stanton, and West Hollywood.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports, and Bacteria TMDL studies and Load Reduction Strategy reports.
- Assisting in NPDES program management for the cities of Downey, South Gate and Signal Hill. Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other related meetings and hearings, and preparing the Individual Annual Report.

Watershed Management: Through representation of municipal clients' stakeholder interests, Michelle also participates in the development and implementation of watershed management programs and monitoring programs for the Dominguez Channel, Los Cerritos Channel, Lower Los Angeles River, Lower San Gabriel River, and Peninsula Cities.

Hugo Garcia, CPSWQ, CESSWI, QSD/P

Senior Project Analyst/Assistant Project Manager

Education
B.S., Environmental Science, UCR

Certifications and Training
CPSWQ, EnviroCert (#1183)
CESSWI, EnviroCert (#4769)
QSD/P, CASQA (#27064)
Professional Certificate in GIS
Basic Inspector Academy, Cal EPA
Spanish fluency

Hugo Garcia has ten years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include implementation of Municipal NPDES Programs for Industrial/Commercial Facilities, Development Construction, Municipal Activities, Planning and Land Development, Public Information and Participation, and Illicit Connections & Illicit Discharge Elimination Programs. In addition, Hugo provides TMDL implementation and reporting, and serves as JLHA's lead GIS Specialist.

Recent Experience and Project Qualifications

Mr. Garcia currently serves as both a Senior Project Analyst and Compliance Specialist whose responsibilities include providing assistance with the implementation of several Watershed Management Programs in Los Angeles and Orange County, as well as conducting stormwater compliance inspections (e.g., La Habra, and South Gate). Specific examples of recent experience and project qualifications include:

- Assisting with the development, implementation, and compliance reporting components of Trash TMDLs for the Cities of Alhambra, Arcadia, Burbank, Downey, Glendale, Inglewood, Long Beach, Lomita, Lynwood, Monterey Park, Paramount, Pasadena, Pico Rivera, Rancho Palos Verdes, Signal Hill, South El Monte, South Gate, South Pasadena, Temple City, and West Hollywood.
- Assisting with the development of the Lower Los Angeles River Watershed Management Group Trash Monitoring Reporting Plan (TMRP), Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs for the Cities of Arcadia, Burbank, Downey, Glendale, Long Beach, Pasadena, and Pico Rivera, and Plastic Pellet Management Programs (PMRPs) for the Cities of Arcadia, Burbank, Glendale, Monterey Park, Pasadena, San Gabriel, South El Monte, South Pasadena, and Temple City.
- Assisting with Industrial General NPDES Stormwater Permit compliance activities and Stormwater Pollution Prevention Plans (SWPPPs) for municipal facilities located in the Cities of Laguna Beach, La Mirada, San Gabriel, Signal Hill, and West Covina.
- Conducting over 3,000 NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive repair facilities, and facilities subject to the Industrial General Permit) and construction sites.
- Developing and maintaining GIS databases of 1) potential sites for low impact development (LID) retrofit projects to comply with various Watershed Management Programs, 2) catch basin retrofit locations to comply with Trash TMDLs and the statewide Trash Provisions, and 3) MS4 outfall and non-stormwater discharges locations to comply with Coordinated Integrated Monitoring Programs (CIMPs).
- Reviewing preliminary plumbing plans for new development and tenant improvement projects at Industrial Waste/FOG facilities in the cities of Arcadia, Signal Hill, South El Monte, South Gate, and Stanton.
- Assisting with the review of small site Low Impact Development (LID) plans for conformance with city-specific LID standards for the Cities of Signal Hill, South Gate, and West Hollywood.
- Developing retrofit opportunity inventories for multi-watershed/multi-jurisdictional grants.

Glenn Cajar, CESSWI, QSP, QISP

Compliance Specialist II

Education
B.S., Earth and Environmental Science, UCI

Certifications and Training
CESSWI, EnviroCert
QSP, CASQA
QISP, CASQA

Glenn Cajar has eight years of experience with John L. Hunter & Associates, specializing in municipal surface water quality and conservation regulations. His experiences include work in 1) the Municipal NPDES Programs for Industrial/Commercial Facilities, Construction, Public Outreach, and Illicit Discharge Elimination, 2) spill prevention through the Industrial Waste and Fats, Oils, and Grease (FOG) Control Programs, and 3) conservation through statewide drought emergency regulations and the Clean Bay Restaurant (CBR) Program in the Santa Monica Bay.

Recent Experience and Project Qualifications

Glenn currently serves as an Environmental Compliance Specialist II. Specific examples of recent and relevant experience under this role include the following:

NPDES

- Conducting NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive facilities, and facilities subject to the NPDES Industrial General Permit)
- Assisting facilities under the NPDES Industrial General Permit with permitting and compliance.
- Conducting NPDES compliance inspections at construction sites, including those under the NPDES Construction General Permit.
- Serving as a QSP under the Construction General Permit. (Long Beach)
- Assisting industrial businesses with SB 205 compliance.
- Training municipal staff in the illicit discharge component of the Municipal NPDES Permit. (Signal Hill)
- Training municipal staff in the Drinking Water Systems NPDES Permit. (Signal Hill)
- Preparing NPDES permit applications under the Drinking Water Systems NPDES Permit. (Several Cities)
- Assisting with the implementation of Trash TMDL field studies, including the DGR and MFAC studies.
- Developing educational materials for use by municipal staff, industrial/commercial businesses, and construction site operators.

Industrial Waste and FOG

- Conducting Industrial Waste and FOG inspections at industrial and commercial facilities. (Several cities)
- Assisting with implementation and processing of Industrial Waste/FOG program permitting. (Signal Hill)
- Assisting with implementation of Industrial Waste/FOG program fee recovery billing. (Signal Hill)
- Assisting with reviewing preliminary plumbing plans for new development and tenant improvement projects at Industrial Waste/FOG facilities. (Signal Hill).

Conservation

- Conducting water conservation inspections. (Seal Beach)
- Assisting in the program management of the Clean Bay Restaurant (CBR) Program and conducting CBR inspections at restaurants. The CBR Program incorporates solid waste recycling requirements, as well as NPDES and FOG requirements.

Wilson Duong, CESSWI, QSP

Environmental Compliance Specialist

Education

B.S., Environmental Science, UCR

Certifications and Training

CESSWI, EnviroCert (#5626)
QSP, CASQA (#27359)
Basic Inspector Academy, Cal EPA

Wilson Duong has six years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include implementation of Municipal NPDES Programs for Industrial/Commercial Facilities, Development Construction, Public Information and Participation, and Illicit Connections & Illicit Discharge Elimination Programs. In addition, Wilson provides TMDL implementation and reporting, and serves as one of JLHA's GIS Specialists.

Recent Experience and Project Qualifications

Mr. Duong currently serves as an Environmental Compliance Specialist whose responsibilities include implementing compliance inspection programs for stormwater, industrial waste, and fats, oils, grease (FOG), as well as providing assistance with the implementation of several Watershed Management Programs in Los Angeles and Orange County, Specific examples of recent experience and project qualifications include:

- Conducting industrial waste and FOG inspections at industrial/commercial facilities (e.g. food service establishments, food processing, manufacturing, and automotive body/repair/wash).
- Assisting with implementation and processing of Industrial Waste/FOG program permitting. (Covina, El Monte, South El Monte).
- Assisting with implementation of Industrial Waste/FOG program fee recovery billing. (South El Monte).
- Assisting with reviewing preliminary plumbing plans for new development and tenant improvement projects at Industrial Waste/FOG facilities. (South El Monte).
- Conducting NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive facilities, and facilities subject to the Industrial General Permit), and construction sites.
- Assisting with implementation of Senate Bill 205 (Business Licenses: Storm Water Discharge Compliance). (Artesia, La Mirada, Long Beach, Pico Rivera, Signal Hill, Stanton, West Covina).
- Training and supervising new JLHA inspectors on proper inspection procedures for the NPDES, and Industrial Waste/FOG programs.
- Developing and maintaining inspection facility databases for the NPDES, and Industrial Waste/FOG programs
- Assisting with the implementation component of Trash TMDLs. (Burbank, Monterey Park).
- Assisting with the implementation component of the Lower Los Angeles River Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs. (Burbank, Glendale, Long Beach, Pico Rivera).
- Assisting with the development of GIS-based implementation plans to comply with the Statewide Trash Provisions for 22 local municipalities.
- Developing and maintaining GIS databases of 1) potential sites for low impact development (LID) retrofit projects to comply with various Watershed Management Programs, and 2) catch basin retrofit locations to comply with Trash TMDLs and the statewide Trash Provisions.

Jacqueline Mak

Project Analyst

Education
B.S., Environmental Science, UCLA
Concentration: Geography/Environmental Studies

Jacqueline Mak has 5 years of experience in the water quality field, specializing in local water quality regulation and public education in Los Angeles and Orange County. Her experiences include implementation of Municipal NPDES programs, development and implementation of (Enhanced) Watershed Management Programs, coordinating NPDES, Used Oil Recycling and Beverage Container Recycling public outreach programs, developing funding applications, and representing client interests with regulators and other stakeholders.

Recent Experience and Project Qualifications

Jacqueline serves as a project lead and project analyst whose responsibilities include coordinating services implementation and contributing to deliverables for several (Enhanced) Watershed Management Programs ((E)WMPs)and paired Coordinated Integrated Monitoring Programs (CIMPs). Her relevant experience for this role includes implementing and coordinating NPDES municipal permit provisions such as watershed management, TMDL compliance, water quality monitoring, and public information and participation. She also serves as project lead for public outreach-focused state grant programs under CalRecycle: Used Oil Recycling Program and Beverage and Container Recycling Program for various municipalities in Los Angeles County. Her relevant experience for this role includes applying for grant funds, Certified Collection Center auto site visits, community outreach, and program development. Specific examples of recent experience and project qualifications include:

- Developing and implementing municipal NPDES and TMDL compliance activities, including representing city interests at meetings and hearings, preparing the Individual Annual Report, preparing Watershed Integrated Monitoring Compliance Reports, Adaptive Management Reports, Trash TMDL studies and compliance reports, TMDL reopener requests, and TMDL time schedule order requests.
- Developing and coordinating project funding applications for Los Angeles and Orange County cities (Safe Clean Water Program and OCTA Tier 1 Grant).
- Serving as point-of-contact for water quality monitoring consultants implementing the CIMP.
- Implementing and maintaining the Used Oil Recycling Programs for the Cities of Monterey Park, Seal Beach, South El Monte, and South Gate.
- Developing, maintaining, and implementing the Beverage Container Recycling Programs for the Cities of South El Monte and South Gate.

Watershed Management: Jacqueline participates in the development and implementation of (E)WMPs and CIMPs for the Palos Verdes Peninsula, Long Beach Nearshore and assists with the implementation of WMPs and CIMPs for the Lower Los Angeles River, and Lower San Gabriel River.

5. Rate Schedule, Assumptions, and Estimated Costs

5.1. 2022 Rate Schedule

Principal	$210 / hour
Director	$185 / hour
Program Manager	$185 / hour
Staff Engineer	$185 / hour
Project Manager	$175 / hour
Assistant Project Manager	$160 / hour
Project Engineer	$160 / hour
Compliance Specialist II	$130 / hour
Project Analyst II	$130 / hour
Compliance Specialist I	$120 / hour
Project Analyst I	$120 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	$80 / hour
Inspection – Combined NPDES and IW/FOG, or CBR and IWFOG	$165 / unit
Inspection – NPDES (industrial/commercial) or IW/FOG facility	$130 / unit
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	$275 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

5.2. Assumptions for Cost Estimate

Table 7 lists the Municipal NPDES Program assumptions proposed for five years of service. These assumptions are used to calculate the annual not-to-exceed fee. If through program implementation it is determined that these quantities are underestimates, the City will be informed. In this event additional work will not be conducted without written approval from the City.

Tables 7. Annual MS4 NPDES Scope of Work Assumptions

Track	334	industrial/commercial facilities[1]
Inspect/Educate	167	industrial/commercial facilities
Conduct	17	follow-ups at industrial/commercial facilities
Prepare	9	enforcement actions at industrial/commercial facilities
Track/review/approve	4	LID Plan projects
Review/approve	4	SWPPPs
Track/inspect	6	CGP sites monthly (72 per year)[2]
Conduct	18	follow-ups at construction sites
Prepare	4	enforcement actions at construction sites
Hold	2	staff training sessions on five topics

5.3. Estimate Not-to-Exceed Fee Proposal

The annual not-to-exceed costs for the Municipal NPDES and Used Oil Recycling Grant Programs services are included in Table 8.

[1] Assumptions are based on the City of Monterey Park 2020/2021 Individual MS4 NPDES Annual Report. The newest MS4 Permit requires all industrial/commercial facilities be inspected every two years.

[2] Assumptions are based on the State Water Resources Control Board SMARTS Database. The newest MS4 Permit continues to require monthly inspections at state-permitted construction sites.

Table 8. Estimated Not-to-Exceed-Costs

Task name	2022-2023		2023-2024		2024-2025		2025-2026*		2026-2027*	
	Cost	Totals	Cost	Totals	Cost	Totals	Cost	Totals	Cost	Totals
1. MUNICIPAL NPDES PROGRAM SERVICES		$87,901		$87,901		$87,901		$90,538		$93,254
1.1 Program Assistance, Compliance Planning and Reporting	$27,753		$27,753		$27,753		$28,586		$29,443	
1.2 Program Funding Assistance	$4,340		$4,340		$4,340		$4,470		$4,604	
1.3.1 Planning and Land Development	$5,425		$5,425		$5,425		$5,588		$5,755	
1.3.2 Construction	$14,500		$14,500		$14,500		$14,935		$15,383	
1.3.3 Industrial/Commercial Facilities	$25,000		$25,000		$25,000		$25,750		$26,523	
1.3.4 Municipal Activities and Training	$4,883		$4,883		$4,883		$5,029		$5,180	
1.3.5 Illicit Discharge Investigations (as needed)	$1,000		$1,000		$1,000		$1,030		$1,061	
1.3.6 Public Information and Participation	$5,000		$5,000		$5,000		$5,150		$5,305	
2. USED OIL RECYCLING GRANT PROGRAM SERVICES		$18,000		$0		$0		$0		$0
2.1 Used Oil Recycling Grant Program	$18,000		$0		$0		$0		$0	
Total Not to Exceed*		**$105,901**		**$87,901**		**$87,901**		**$90,538**		**$93,254**

Grand Total for Three Years: **$281,703** Grand Total for Five Years: **$465,495**

*This rate schedule is subject to 3% consumer price index (CPI) increases in subsequent years

City Council Staff Report

DATE: May 18, 2022

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council

FROM: Anthony Antich, Interim Director of Public Works

SUBJECT: Third Amendment to Agreement No. 1636-A with First Transit, Inc for Fixed-Route Transit Service

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute the Third Amendment to Agreement No. 1636-A with First Transit, Inc, in a form approved by the City Attorney, for fixed-route transit service in an amount not to exceed $1,075,000; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City's fixed-route transportation service, Spirit Bus, was suspended in 2020 as a result of the Covid-19 pandemic. Prior to its suspension, the Spirit Bus contractor, First Transit, had been operating the system on a month-to-month agreement, after its contract with the City expired on June 30, 2019. The City recommends amending the First Transit agreement to resume Spirit Bus Services for one year with the option to extend for an additional one-year term. This will allow the City to continue evaluating its fixed-route system while continuing to provide this service to the Monterey Park community.

BACKGROUND:

The City's fixed-route transit service, Spirit Bus, was suspended in 2020 due to the Covid-19 pandemic. Prior to its suspension, the City contracted with First Transit to operate Spirit Bus on a month-to-month basis. The City has been working on evaluating its fixed-route system to operate more efficiently, and recently contracted with a consultant to complete a thorough transit system evaluation. To better evaluate the system and provide transportation services to the community, staff entered into discussions with First Transit to resume Spirit Bus operations in the City. First Transit provided a proposal to restart the system by July 1, 2022 with modified service hours and an increased service rate.

First Transit, like many transit agencies industry-wide, has experienced challenges in hiring and retaining bus operators during the pandemic. Driver shortages have led transit agencies to raise wages and implement incentives such as hiring bonuses to attract potential drivers. Due to First Transit's increase in operational costs, they have proposed an increased service rate of $104.01 per hour. Staff surveyed neighboring cities' service rates, and several agencies expressed that they have recently experienced or are anticipating service rate increases for the same reasons stated above. Given the

challenges in hiring bus operators and that the City's previous service rate is over two years old, staff considers the proposed rate as reasonable compensation for providing transit services to the City.

The proposal also includes restarting the system with service on Monday through Friday, with no service on weekends. Previously, the 2019 contract included weekend service for Routes 1,2,3, and 4. Due to low ridership, and potential difficulty staffing a weekend shift, weekend service would not be provided. Weekly operational hours will not change.

Given that First Transit needs time to hire and train personnel and prepare service equipment to restart service, they have proposed a start date of July 1, 2022. The contract term would be for one year with the option to extend for an additional one-year term. During this time, the City would continue to evaluate transit services including conducting additional community outreach and data collection to assess the system's efficiency and areas of improvement. Staff anticipates releasing a Request for Proposals (RFP) for a new transit contract at the conclusion of the City's transit system evaluation. The results of the RFP would be presented to City Council for review and approval.

FISCAL IMPACT:

The cost for the Third Amendment with First Transit, Inc will be funded with Proposition A and Proposition C Local Return funds. There are sufficient funds in the proposed FY22-23 budget to execute this amendment. There is no impact to the General Fund.

Respectfully submitted by:

Anthony Antich
Interim Director of Public Works

Prepared by:

Xochitl Tipan
Principal Management Analyst

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. First Transit Proposal

ATTACHMENT 1
First Transit Proposal

First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Phone: 513-241-2200
Fax: 513-684-8852

April 22, 2022

City of Monterey Park

Attn. Xochitl Tipan

320 W Newmark Avenue

Monterey Park, CA 91754

Re: Updated Pricing, City of Monterey Park Transportation Services

Dear Ms. Tipan

Per your request, below is the updated pricing for Fixed Route services in the City of Monterey Park. Our updated fixed pricing includes several changes from our 2019 pricing, as detailed below. Conversely, if the City still has continued interest in exploring the option of converting the current Spirit bus program into an innovative "microtransit" service, then we are more than prepared to restart those conversations. The pricing provided is for a two-Year term which is in line with the remaining contract years from the 2019 award and allows for some costs to be amortized over the remining base term.

PRICE CHANGE FACTORS

START DATE

Our new pricing assumes a July 1, 2022, contract/service start date. This allows for the needed time to restart the system, hire/train the needed personnel and make sure that all service equipment is ready for start of the service.

OPERATING HOURS

Our 2019 bid inculded weekend service for a total of 19,000 annual revenue hours. Our new price proposal only is for service between Monday and Friday for a new annual revenue hour total of 10,320. Weekly operational hours will not change from our 2019 agreement.

WAGES

Driver shortages are a serious issue facing transit agencies across the country. As we begin to emerge from the pandemic, we have continued to refine our wage scale to ensure our ability to maintain a fully staffed operation. Based on our experience during the pandemic, our experience in the local marketplace and our expectation for future wage requirements, we have set our starting driver wage at $19.00 an hour (current drivers are at $16.50.) as well as

introduced a $2,500.00 hiring bonus for all new drivers. These two factors, along with a positive organizational culture led by our General Manager, Zack Deukmajian, have helped us continue to attract new driving talent for our other contracts. Because of this wage increase, our supporting staff (dispatchers, mechanics, utility, and road supervisors) have also all seen a slight increase to their wages. Attracting and retaining staff directly supports the City's transportation service and is key to our joint success.

DOUBLEMAP SOFTWARE

The cost for the 2019 proposed Doublemap tracking software has been removed from our proposal. Over the last few years, this product line has struggled to meet the changing demands of our industry. Furthermore the legacy product that was proposed in 2019 has limited support from Doublemap. We welcome to work with the City to identify a better solution that may meet the City's needs today and moving forward. There are many new and proven solutions, in the market today, that can help provide customers with real-time information as well as improve the overall rider's experience. Examples of these new features can include mixed mode trip planning, payments and or booking a microtransit trip. First Transit has a wealth of knowledge and experience with these various system enhancements, and we look forward to working with the City to identify with solution(s) will meet the changing needs of its transit riders.

UPDATED PRICING

2-YEAR FIXED ROUTE PRICING (10,320 TOTAL HOURS)

Fixed 2-year cost	Year 1 (July 2022)	Year 2 (July 2023)
Annual Cost	**$1,073,411**	**$1,078,211**
Cost per Hour	**$104.01**	**$104.48**

We look forward to commencing the restart of service and believe that it will be the right fit for the community. As your partner, and we will work with you to meet the expectations of the City Council and the mobility needs of the community.

If you should require additional information or clarification, please continue to contact Rashidi Barnes, Director of Business Development—Mobility as a Service, at (949) 400-4839 or Rashidi.Barnes@firstgroup.com. Thank you for the opportunity to continue in this procurement.

Sincerely,

Rashidi Barnes
Director of Business Development, Mobility as a Service
949-400-4839
First Transit, Inc.

City Council Staff Report

DATE: May 18, 2022

AGENDA ITEM NO: Consent Calendar - 3K

TO: The Honorable Mayor and City Council

FROM: Anthony Antich, Director of Public Works

SUBJECT: Active Transportation Program (ATP) Cycle 4 Grant

RECOMMENDATION:

It is recommended that the City Council consider:

1. Accepting grant funding in the amount of $1,367,000 from the California Department of Transportation Active Transportation Program (ATP) Cycle 4 for the Monterey Park School and Crosswalk Safety Enhancement Project;
2. Authorizing the City's Management Services Department to allocate $155,000 in grant funding to the FY21-22 budget; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City was awarded $1,367,000 from the California Department of Transportation Active Transportation Program (ATP) Cycle 4 for the Monterey Park School and Crosswalk Safety Enhance Project. Staff requests the City accept the grant funds and authorize the City's Management Services Department allocate $155,000 in grant funds to the City's FY21-22 budget for the planning and design phase.

BACKGROUND:

The City was awarded approximately $1,367,000 from the Active Transportation Program (ATP) Cycle 4 from the California Department of Transportation (Caltrans) for the Monterey Park School and Crosswalk Safety Enhancement Project. The proposed project involves pedestrian safety improvements around school sites at various locations Citywide. The proposed improvements include installation of crosswalk, pedestrian crossing signage, rapid flashing beacon signs, construction of ADA curb ramps, sidewalk, curb and gutter, overhead pedestrian flashing beacon system, installation of red curb, pavement markers, signage and striping.

Upon appropriation of funds, staff will complete the plan and design phase of the project. Staff anticipates receiving approval from Caltrans for the construction phase budget allocation in June 2022. The City will prepare a project bid package to proceed with the construction phase. The project is expected to be completed by December 2023.

FISCAL IMPACT:

The City's Active Transportation Program (ATP) Cycle 4 approved project budget is $1,367,000, which includes funds for Planning, Design, and Construction. $155,000 has already been allocated to the City for Preliminary Engineering, Plans Specifications & Estimates. Staff requests approval for the Management Services Department to appropriate $155,000 grant funding to the FY21-22 budget. The project will be added to the City's Capital Improvement Plan and the remaining $1,212,000 project budget for the Construction phase will be included in the City's FY22-23 proposed budget.

Respectfully submitted by:

Anthony Antich
Interim Director of Public Works

Prepared by:

Xochitl Tipan
Principal Management Analyst

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. ATP Cycle 4 Agreement

ATTACHMENT 1
ATP Cycle 4 Agreement

PROGRAM SUPPLEMENT NO. 000000T35
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00551S

Adv. Project ID 0720000030

Date: August 05, 2021
Location: 07-LA-0-MONP
Project Number: ATPL-5231(017)
E.A. Number:
Locode: 5231

This Program Supplement, effective 10/09/2019, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00551S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 4/18/22 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 12-176 approved by the ADMINISTERING AGENCY on 7/1/2020 (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Various locations throughout the City of Monterey Park adjacent to schools and high pedestrian activity areas.

TYPE OF WORK: Monterey Park School and Crosswalk Safety **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	SB1 funds	$155,000.00	LOCAL		OTHER
$155,000.00			$0.00		$0.00

CITY OF MONTEREY PARK

By _____

Title Acting City Engineer / Okan Demirci, PE

Date 04/16/2022

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

For **Chief, Office of Project Implementation**
Division of Local Assistance

Date 04/18/2022

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____ **Date** 8/5/2021 $155,000.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.
Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received

SPECIAL COVENANTS OR REMARKS

payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

RESOLUTION NO. 12176

A RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER, OR DESIGNEE, TO EXECUTE ALL DOCUMENTS AND AGREEMENTS FOR PROJECTS FUNDED THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS).

The City Council for the City of Monterey Park does resolve as follows:

SECTION 1: *Findings.* The City Council finds that the City is eligible to receive Federal and/or State funding for various transportation projects through the State California Department of Transportation (Caltrans).

SECTION 2: *Authorizations*. In accordance with Monterey Park Municipal Code ("MPMC") § 3.90.020 the City Manager or Public Works Director/City Engineer are directed to execute the following documents:

A. All federally required documents in relations to each phase of federally funded work such as: Preliminary Engineering, Preliminary Environmental Studies, Right-of-Way, Construction, and Reimbursement and Closeout.

B. All agreements between the City and the State of California Department of Transportation (Caltrans) for projects funded by State monies.

SECTION 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 4: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED this 1st day of July, 2020.

Hans Liang, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney
Asst.

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 12176 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 1st day of July 2020, by the following vote:

Ayes:	Council Members:	Yiu, Lo, Sornoso, Chan, Liang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

Dated this 1st day of July, 2020.

Vincent D. Chang, City Clerk
Monterey Park, California

Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

City Council Staff Report

DATE: May 18, 2022

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council

FROM: Kelly Gordon, Chief of Police

SUBJECT: Public Hearing and approval of the Substantial Amendment to the 2021-2022 HUD Annual Action Plan to receive and administer the HOME Investment Partnerships Program (HOME)-American Rescue Plan Program.

RECOMMENDATION:

It is recommended that the City Council consider:

1) Opening the public hearing to receive testimonial and documentary evidence;
2) Closing the public hearing and approving the Substantial Amendment to the 2021-2022 One-year Action Plan (Action Plan) to include the HOME-ARP Program ("HOME-ARP");
3) Directing staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD");
4) Authorizing the City Manager, or his designee, to take all actions necessary or desirable to implement the HOME-ARP Programs, and Subrecipient Agreements; and
5) Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The U.S. Department of Housing and Urban Development provides funding to states, counties and cities in the form of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds.

In 2021, the American Rescue Plan Act was enacted by Congress. The American Rescue Plan (ARP) provides funds to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country. These grant funds will be administered through HUD's HOME Investment Partnerships Program (HOME-ARP). Since the City of Monterey Park is an Entitlement City, the City is eligible to receive HOME-ARP funds.

Before Monterey Park can receive these funds, the City must develop a HOME-ARP Allocation Plan that meets the requirements in the HOME-ARP Notice.

To receive its HOME-ARP allocation, the City of Monterey Park must:

- Engage in consultation with at least the required organizations;
- Provide for public participation including a 15-day public comment period and one public hearing, at a minimum; and,
- Develop a plan that meets the requirements in the HOME-ARP Notice.

BACKGROUND:

On March 11, 2021, President Biden signed ARP into law, which provides over $1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses.

To address the need for homelessness assistance and supportive services, Congress appropriated $5 billion in ARP funds to be administered through HOME to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. These activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units. The program described in this notice for the use of the $5 billion in ARP funds is the HOME-American Rescue Plan or "HOME-ARP."

To receive the HOME-ARP funds, the City must comply with the following requirements of the Consolidated Plan final rule regarding pre-submission requirements:

- Fulfill citizen participation requirements by conducting a public hearing to receive citizen input regarding annual funding needs;
- Publish a Draft Annual Action Plan for a 15-day comment period in order to receive citizen input regarding the final document; and
- Conduct a public hearing adopting the final Annual Action Plan.

HOME-ARP Interim-Housing Program

As a result of the ever-worsening homeless crisis which has greatly impacted the quality of life and public health of the Monterey Park community and first responders. The City of Monterey Park and the police department's leadership are committed to combating homelessness but continue to face challenges which include access to lack of bed availability and resources in the San Gabriel Valley along with lack of funding allocated to address the cultural competency of the unsheltered Monterey Park population and those on the verge of becoming homeless.

The City of Monterey Park and the police department have a need and desire to serve the most vulnerable in our community and increase ideas, resources and programs to be a part of a solution to this end. The HOME-ARP will provide funding for homeless

engagement, with the objective to reduce homelessness and increase housing stability among individuals and families who are experiencing homelessness or on the verge of experiencing homelessness through support from a homeless service system that work in collaboration with the broader Continuum of Care (CoC) system in Los Angeles County. Interim housing in a motel/hotel setting with case management and supportive activities would assist the qualifying population with appropriate services to their specific situation to find a long-term solution.

The HOME-ARP regulations do not allow more than 15% ($176,255) to be used for Planning and Administrative services. In addition, HOME-ARP can provide up to 5% of its allocation for operating costs of Community Housing Development Organizations (CHDOs), other non-profit organizations, and homeless providers. Additional HOME-ARP funding is available to these organizations for capacity building activities.

In accordance with HOME-ARP Program regulations, the proposed PY 2021-2022 One Year Action Plan proposed activities and funding are as follows:

HOME ACTIVITIES	
Administration	$176,255.00
Interim Housing	$147,518.40
Housing Navigator and Case Management	$52,914.18
Eligible Activities	$15,000.00
Total 2021-2022 Allocation	**$391, 687.58**

The public notice was published on May 02, 2022 in the Monterey Park Progress newspaper to inform the public of the 15-day public review period and May 18, 2022 Public Hearing for discussions on the HOME-ARP Allocation Plan which amends the City's 2021-2022 Annual Action Plan. The documents were available for public review on May 02, 2022. At the time of preparing this staff report, City staff has not received any written comments

FISCAL IMPACT:

There is no fiscal impact to the General Fund.

Respectfully submitted by:

Kelly Gordon
Chief of Police

Prepared by:

Brenda Iglesias
Brenda Iglesias
Police Sergeant

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT(S):

1. HOME-ARP Allocation Plan

ATTACHMENT 1
HOME-ARP Allocation Plan

HOME-ARP Allocation Plan Template

Guidance

- To receive its HOME-ARP allocation, a PJ must:
  - Engage in consultation with at least the required organizations;
  - Provide for public participation including a 15-day public comment period and one public hearing, at a minimum; and,
  - Develop a plan that meets the requirements in the HOME-ARP Notice.
- To submit: a PJ must upload a Microsoft Word or PDF version of the plan in IDIS as an attachment next to the "HOME-ARP allocation plan" option on either the AD-26 screen (for PJs whose FY 2021 annual action plan is a Year 2-5 annual action plan) or the AD-25 screen (for PJs whose FY 2021 annual action plan is a Year 1 annual action plan that is part of the 2021 consolidated plan).
- PJs must also submit an SF-424, SF-424B, and SF-424D, and the following certifications as an attachment on either the AD-26 or AD-25 screen, as applicable:
  - Affirmatively Further Fair Housing;
  - Uniform Relocation Assistance and Real Property Acquisition Policies Act and Anti-displacement and Relocation Assistance Plan;
  - Anti-Lobbying;
  - Authority of Jurisdiction;
  - Section 3; and,
  - HOME-ARP specific certification.

Participating Jurisdiction: City of Monterey Park **Date:** 4/28/2022

Consultation

Before developing its plan, a PJ must consult with the CoC(s) serving the jurisdiction's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities, at a minimum. State PJs are not required to consult with every PHA or CoC within the state's boundaries; however, local PJs must consult with all PHAs (including statewide or regional PHAs) and CoCs serving the jurisdiction.

Summarize the consultation process:

The City of Monterey Park held 8 virtual consultation sessions with key stakeholders to best discuss the best use of HOME-ARP funds. The consultations sessions were conducted remotely on 03/24/22, 03/31/22, 04/06/22, 04/07/22, 04/12/22, 04/21/22, 04/25/22 and 17 people were

involved in the interview process. Prior to the consultation meetings, the stakeholders were provided with an overview and description of the project including the activities that will be provided with the funding. The stake holders were asked for ideas and recommendations on how to best use the funds and the current gaps in service each organization is currently facing.

Through the consultation process, the stakeholders that manage homeless and public benefit programs empahsized that a huge barrier within the homeless service systems in the San Gabriel Valley is lack of bed availability and affordable housing. The rapid escalation of rents is also placing a strain on Los Angeles County residents. In 2018 Los Angeles Homeless Services Authority reported a housing gap for individuals at 40,764, families as 5,069 and for individuals veterans as 2,928.

Due to lack of bed availability in shelters and permanent housing the program would use the funds to provide emergency and/or interim housing along with client supportive servies in a hotel/motel setting. Through case management, a housing navigator will identify and assist the client's needs and barriers to find a long-term solution.

The program's qualifying population also includes residents on the verge of becoming homeless, veterans and victim's of domestic violence, sexual assault and human trafficking. The program's activities include assisting clients with obtaining legal documents, resource referrals to mental health providers, full service partnerships, rapid re-housing, emergency hotel vouchers, substance abuse, debt resolution, utility arrears and assisting with the client's income.

Through the consultation process it was found that people are more respective to living in a single room due to the fact that some individuals have past trauma with living in communal areas. The program allows the clients to be more open to different services and lower their barriers. Also, some unhoused residents are not willing to leave an area they are familiar due to cultural compentency. This program would allow unhoused residents to be able to get the services they needs and stay in the community they know.

List the organizations consulted, and summarize the feedback received from these entities.

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Los Angeles Homeless Service Authority	CoC, homeless service provider	Virtual meeting on 04/21/22	Lack of available resources in SPA 3. Must address all of client's challenges. Ex: substance abuse, mental health, etc. Increase awareness among the community.
ChinaTown Services Center	Chinese-American	Virtual meeting on 03/24/22	Lack of bed availability in SPA 3.

	health and human service organization		Shelters should be staffed with individuals who are educated in the nuances with the sheltered population. List of resources should be made available in multiple commonly spoken language.
Union Station Homeless Services	Homeless service provider	Virtual meeting on 04/12/22	Aware of lack of bed availability in SPA 3. Provide substance abuse resources.
East Los Angeles Women's Center	Domestic Violence and Housing Services	Virtual meeting 03/31/22	Access to service is key when servicing domestic violence victims. East LA Women's Center get about 70 calls a week related to housing.
StarView Behavioral Health Urgent Care Center	Behavior Mental Health	Virtual meeting on 04/06/22	Lack of bed availability in SPA 3. Not enough locations are willing take an individual that isn't med complaint, have their prescription, or allow client's to be able to take their medication in a safe location.
Neighborhood Legal Services	Legal services and housing services	Virtual meeting on 04/07/22	Lack of bed availability in SPA 3.
Veterans Administration	Veterans service organization	Virtual meeting on 04/12/22	Lack of bed availability in SPA 3. Barriers finding landlords willing to house clients. Barrier – Veterans becoming eligible for services. Ex. Must be chronically homeless with a disability diagnosis.
LACDA	Local government, fair housing and civil rights	Virtual meeting on 04/25/22	Not limited to just the homelessness population but look into other "qualifying populations" that are on the verge of become homeless and/or victim's of domestic violence, college students living in their vehicles and human trafficking. Awareness of legal services is important.

			Funding should support prevention activities.

If additional space is needed, insert image of table here:

Public Participation

PJs must provide for and encourage citizen participation in the development of the HOME-ARP allocation plan. Before submission of the plan, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of **no less than 15 calendar days**. The PJ must follow its adopted requirements for "reasonable notice and an opportunity to comment" for plan amendments in its current citizen participation plan. In addition, PJs must hold **at least one public hearing** during the development of the HOME-ARP allocation plan and prior to submission.

For the purposes of HOME-ARP, PJs are required to make the following information available to the public:

- The amount of HOME-ARP the PJ will receive,
- The range of activities the PJ may undertake.

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- ***Public comment period:*** *start date* - ***5/2/2022*** *end date* - ***5/16/2022***
- ***Public hearing: 5/18/2022***

To ensure the HOME-ARP Action Plan addresses the needs in the City of Monterey Park, the citizen participation and consultation processes were designed to gather public input on the development of the Action Plan. The City of Monterey Park held 8 consultation sessions with key stakeholders including the Continuum of Care agency which services the area on the following dates: 03/24/22, 03/31/22, 04/06/22, 04/07/22, 04/12/22, 04/21/22, 04/25/22 and 17 people were interviewed during that consultation process. The draft Action Plan was made available for public comment during a 15-day public review and comment Period which commenced on May 2, 2022. An in-person public hearing was held on May 18, 2022. Details about the public hearing and how the public can submit comments are provided in the Public Notice.

Following the conclusion of the Public Comment Period, the HOME-ARP Action Plan will be presented to the City of Monterey Park Council for approval, prior to its submittal to HUD.

Describe any efforts to broaden public participation:
The ensure the HOME-ARP Action Plan addresses the needs in the City of Monterey Park, the citizen participation and consultation processes were designed to gather public input on the development of the Action Plan. The draft Action Plan was made available for public comment during a 15-day public review and comment Period which commenced on May 2, 2022. An in-person public hearing was held on May 18, 2022. Details about the public hearing and how the public can submit comments are provided in the Public Notice.

A PJ must consider any comments or views of residents received in writing, or orally at a public hearing, when preparing the HOME-ARP allocation plan.

Summarize the comments and recommendations received through the public participation process:
To be completed after the public participation process which was made available for public comment during a 15-day public review and comment Period which commenced on May 2, 2022.

Summarize any comments or recommendations not accepted and state the reasons why:
To be completed after the public participation process which was made available for public comment during a 15-day public review and comment Period which commenced on May 2, 2022.

Needs Assessment and Gaps Analysis

PJs must evaluate the size and demographic composition of qualifying populations within its boundaries and assess the unmet needs of those populations. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. A PJ should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services. The PJ may use the optional tables provided below and/or attach additional data tables to this template.

OPTIONAL Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	8,650	2,861	6,237	6,237	149								
Transitional Housing	1,528	502	2619	2,619	535								
Permanent Supportive Housing	5,934	1,862	16,979	16.979	6,287								
Other Permanent Housing						752	1,278	0	42				
Sheltered Homeless						3,140	8,664	984	922				
Unsheltered Homeless						883	44,955	2,918	3,434				
Current Gap										#	#	#	#

Suggested Data Sources: 1. Point in Time Count (PIT); 2. Continuum of Care Housing Inventory Count (HIC); 3. Consultation

OPTIONAL Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	**Level of Need**	**Gap Analysis**
	# of Units	# of Households	# of Households
Total Rental Units	#		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	#		
Rental Units Affordable to HH at 50% AMI (Other Populations)	#		
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		#	
30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		#	
Current Gaps			#

Suggested Data Sources: 1. American Community Survey (ACS); 2. Comprehensive Housing Affordability Strategy (CHAS)

Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

The residents of the City of Monterey Park have been greatly affected by the growing number of individuals experiencing homelessness. This issue impacted not only the quality of life for the community but also caused an increase in police service calls.

The City of Monterey Park is in the western San Gabriel Valley region of Los Angeles County and lies within the Los Angeles County Continuum of Care (CoC). Within the CoC, the County of Los Angeles is divided into eight Service Planning Areas (SPA). The City of Monterey Park is in Service Planning Area 3 (SPA 3).

In 2018 Los Angeles Homeless Services Authority reported a housing gap for individals at 40,764, families as 5,069 and for individuals veterans as 2,928.

According to the 2020 Point In Time Count, Los Angeles County including the San Gabriel Valley, saw an increase in people experiencing homelessness.

2020 Greater Los Angeles Homeless Point in Time Count:

Los Angeles County: 66,436 homeless population
San Gabriel Valley (SPA 3): 5,082 homeless population
Monterey Park: 37 people were experiencing unsheltered homelessness

Compared to the overall population of Los Angeles County, homelessness disproportionately impacts both the Black/African American (34% of the homeless population) and Hispanic/Latino (36% of the homeless population), homeless population. Males also experience higher rates of homelessness compared to female, transgender, and gender non-binary groups.

4,023 family households representing 12,817 adults and children were experiencing homessness.

4,356 individuals experiencing homelessness were fleeing from domestic violence in 2020. This is about 40% of the homes population.

3,902 veterans were experiencing homelessness. Approximately 984 were sheltered and 2,918 were unsheltered.

Through the consultation process, the stakeholders that manage homeless and public benefit programs empahsized that a huge barrier within the homeless service systems in the San Gabriel Valley is lack of bed availability and affordable housing. The rapid escalation of rents is also placing a strain on Los Angeles County residents.

Describe the unmet housing and service needs of qualifying populations, including but not limited to:

- ***Sheltered and unsheltered homeless populations;***
- ***Those currently housed populations at risk of homelessness;***
- ***Other families requiring services or housing assistance or to prevent homelessness; and,***
- ***Those at greatest risk of housing instability or in unstable housing situations:***

The Point in Time Count and the Housing Inventory Count are two assessments that analyze affordable and supportive housing needs.

The CoC analysis in the 2021 Housing Inventory Count (HIC) found the following:

> Annually, the CoC has a gap of 44,106 Permanent Supportive Housing (PSH) units for individuals and 1,694 units for families. This includes people who are chronically homeless, sheltered and unsheltered individuals with disabling conditions who are unlikely to exit homelessness without supportive housing invervention.
>
> The annual Rapid Rehousing need for literally homeless population is 7,191 households.
>
> Affordable housing units needed for literally homeless populations are 2,724 units.
>
> Annual estimates of unsheltered individuals is 43,147 and chronically homeless is 21,285.

The 2021 Los Angeles County Affordable Housing Needs Report found the following:

> 499,430 low-income renter households in Los Angeles County do not have access to an affordable home.
>
> 78% of extremely low-income households in Los Angeles County are paying more than half of their income on housing costs comparted to just 2% of moderate-income housing.
>
> Renters need to earn 2.5 times minimum wage to afford the average asking rent in Los Angeles County.

Throughout the consultation process, stakeholders that manage homelessness and public benefit programs emphasized that there is not enough housing options in SPA 3 for people experiencing homelessness or for people who are at risk of experiencing homelessness due to rapid escalation of rents and affordable housing.

Due to lack of bed availability in shelters and permanent housing the program would use the funds to provide emergency and/or interim housing along with client supportive servies in a hotel/motel setting. Through case management, a housing navigator will identify and assist the client's needs and barriers to find a long-term solution.

The program's qualifying population also includes residents on the verge of becoming homeless, veterans and victim's of domestic violence, sexual assault and human trafficking. The program's activities include assisting clients with obtaining legal documents, resource referrals to mental health providers, full service partnerships, rapid re-housing, emergency hotel vouchers, substance abuse, debt resolution, utility arrears and assisting with the client's income.

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing:

The Homeless Needs Inventory and Gaps table includes the Housing Inventory Chart (HIC) data from 2021. On shelter capacity, there are 21,107 emergency shelters, 708 winter shelter beds and 4,170 emergency vouchers. These included emergency hotel/motel vouchers which is redeemable at nearby motels, and are an alternate emergency shelter solution for both single adults and families. The Winter Shelter Program (WSP) provides additional shelter beds in temporary facilities during the winter months.

In the fiscal year 2018-2019, the Los Angeles Conunty Permanent Supportive Housing Program placed 3,024 people in Measre H-funded permanent housing.

A growing number of vulnerable individuals are finding shelter or bridge housing instead of being discharged onto the streets. In the fiscal year 2018-2019, 861 homeless individuals released from detention were served in interim housing; 1,037 individuals were discharged from hospitals into interim housing; 926 individuals were discharged from substance abuse treatment into interim housing; and 138 individuals were discharged from other interim or transitional housing into more specialized interim housing.

Low-Income Housing Tax credit production and preservation in Los Angeles County increased by 69% between 2019-2020.

State funding increased 108% and federal funding increased 48% for housing production and preservation in Los Angles County from FY 2018-19 to FY 2019-20.

The Section 8 program currently has a waiting list of 37,228 applicants. The amount of time spent on the waiting list often varies and can be as long as 14 years.

The Public Housing program currently has a waiting listof 24,685 applicants. The waiting period for public housing applicants is about 3-5 years, depending on household member size.

The LACDA (Los Angeles County Development Authority) provides a homeless admissions preference countywide limited to 30% of the number of vacant general occupancy public housing units available on July 1st of each Fiscal Year. Since 2016, the LACDA expanded its homless preference to include 100% of all South Scattered Sites (SSS) family vacancies, and are

first offered to homeless applicants through a Los Angeles Homeless Service Authority (LAHSA) Memorandum of Understanding.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:
Specifically, within Monterey Park, there are no shelters or emergency housing resources. This is a large unmet need. Additionally, within existing shelters and housing, there a lack of knowledge of how to best serve and provide support for those with lived experiences that may affect their mental health i.e. survivors of domestic violence (DV), those with substance use disorder (SUD), those with severe mental illness (SMI), those with symptoms of post-traumatic syndrome (PTSD).

Due to lack of bed availability in shelters and permanent housing the program would use the funds to provide emergency and/or interim housing along with client supportive servies in a hotel/motel setting. Through case management, a housing navigator will identify and assist the client's needs and barriers to find a long-term solution.

In additionally, there are individuals experiencing homelessness not able to progress in further housing solutions.

Identify the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions in its definition of "other populations" as established in the HOME-ARP Notice:
As previously noted, the high rising cost of housing in Los Angeles County places all eligible populations described in the 2021 Los Angeles County affordable Housing Needs Report at increased risk of homelessness.

Identify priority needs for qualifying populations:
Increased availability at emergengy shelters and/or interim housing for qualifying populations in SPA 3 and Los Angeles County, emerged as a priority need among all participants in the consultation process. Along with affordable housing which aligned with the Los Angeles County Affordable Housing report.

In addition to supportive and affordable housing, supportive services are also vitally important to ensure individuals experiencing homelessness can remained housed and avoid becoming homeless again. These services include intensive case management for high need individuals, as well as housing navigation and care coordination services that can be paired with rapid rehousing or other rental assistance programs operating in Los Angeles County.

Due to lack of bed availability in shelters and permanent housing the program would use the funds to provide emergency and/or interim housing along with client supportive servies in a hotel/motel setting. Through case management, a housing navigator will identify and assist the client's needs and barriers to find a long-term solution.

The program's qualifying population also includes residents on the verge of becoming homeless, veterans and victim's of domestic violence, sexual assault and human trafficking. The program's activities include assisting clients with obtaining legal documents, resource referrals to mental health providers, full service partnerships, rapid re-housing, emergency hotel vouchers, substance abuse, debt resolution, utility arrears and assisting with the client's income.

Explain how the level of need and gaps in its shelter and housing inventory and service delivery systems based on the data presented in the plan were determined:
The gaps analysis was based by the 2021 CoC data and 2021 Los Angeles County Affordable Housing needs assessment. The needs information was also informed by the feedback received during 8 virtual consultation sessions.

HOME-ARP Activities

Describe the method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the PJ will administer eligible activities directly:
The City of Monterey Park posted the application to qualifying service providers who have access to the Homeless Management Information System (HMIS) and Coordinated Entry System (CES) through a Notice of Funding Availability. The City of Monterey Park received 3 proposals from non-profit organizations that qualified to administer eligible activities as a part-time housing navigator. The program's activities include assisting clients with obtaining legal documents, resource referrals to mental health providers, full service partnerships, rapid re-housing, emergency hotel vouchers, substance abuse, debt resolution, utility arrears and assisting with the client's income. The City of Monterey Park held 2 interviews based on the proposals for a part-time housing navigator.

If any portion of the PJ's HOME-ARP administrative funds were provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:
N/A

PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits. The following table may be used to meet this requirement.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	$ #		
Acquisition and Development of Non-Congregate Shelters	$ #		
Tenant Based Rental Assistance (TBRA)	$ #		
Development of Affordable Rental Housing	$ #		
Non-Profit Operating	$ #	# %	5%
Non-Profit Capacity Building	$ #	# %	5%
Administration and Planning	$ #	# %	15%
Total HOME ARP Allocation	$ #		

Additional narrative, if applicable:
N/A

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:
During the consultation process and analysis of the CoC's housing needs, supportive and afftorable housing emerged as the community's most pressing need. Specifically, within Monterey Park, there are no shelters or emergency housing resources. This is a large unmet need. Additionally, within existing shelters and housing in Los Angeles County, there a lack of knowledge of how to best serve and provide support for those with lived experiences that may affect their mental health i.e., survivors of domestic violence (DV), those with substance use disorder (SUD), those with severe mental illness (SMI), those with symptoms of post-traumatic syndrome (PTSD). Supportive services are also included as they are essential to interim housing program. The City of Monterey Park will work with the service provider to administer the activities. The program's activities include assisting clients with obtaining legal documents, resource referrals to mental health providers, full service partnerships, rapid re-housing, emergency hotel vouchers, substance abuse, debt resolution, utility arrears and assisting with the client's income.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:
N/A

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ's priority needs:
N/A

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

- Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a).
- PJs are not required to describe specific projects to which the preferences will apply.

There will be no additional preferences. Projects funded by these HOME-ARP dollars will use project-specific affirmative marketing and waitlists, and they will serve Qualified Populations by utilizing Coordinated Entry System to enroll particpants.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or category of qualifying population, consistent with the PJ's needs assessment and gap analysis:

N/A

If a preference was identified, describe how the PJ will use HOME-ARP funds to address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the preference:

N/A

HOME-ARP Refinancing Guidelines

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME-ARP refinancing guidelines in accordance with 24 CFR 92.206(b). The guidelines must describe the conditions under with the PJ will refinance existing debt for a HOME-ARP rental project, including:

- ***Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity***

  N/A

- ***Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.***

  N/A

- ***State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.***
  N/A

- ***Specify the required compliance period, whether it is the minimum 15 years or longer.***
  N/A

- ***State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.***
  N/A

- ***Other requirements in the PJ's guidelines, if applicable:***
  N/A

City Council Staff Report

DATE: May 18, 2022

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council

FROM: Tony Antich, Interim Director of Public Works

SUBJECT: Resolution Adopting a Complete Streets Policy pursuant to the California Complete Streets Act of 2008

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution establishing a Complete Streets Policy; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY

If approved, the proposed action would establish a citywide Complete Streets Policy providing guiding principles and practices for planning, designing, constructing, operating, and maintaining transportation improvements that encourage walking, bicycling, and transit use while promoting safe operations for all commuters. Additionally, adopting a Complete Streets Policy will maintain the City's eligibility for future Federal and State grant funding including Metro capital grant funding programs such as the Call for Projects and ExpressLanes Net Toll Revenue Re-Investment Grant Program.

BACKGROUND

In 2008, the State legislature adopted Assembly Bill (AB) 1358, the California Complete Streets Act of 2008. AB 1358 requires cities to include policies in their General Plans to support and implement complete streets concepts.

In 2014, the Los Angeles Metropolitan Transportation Authority (Metro) adopted its Complete Streets Policy document. The Metro Complete Streets Policy required that all cities in Los Angeles County adopt complete streets policies by January 1, 2017, to maintain eligibility for Metro capital grant funding opportunities.

However, to ensure widespread adoption and implementation of Complete Streets, Metro provided flexibility in complying with the Complete Streets Policy requirements. Cities must demonstrate that they meet the requirement at the time they apply for future rounds of grant funding, instead of adhering to the January 1, 2017 deadline originally prescribed in the Policy. This approach encourages agencies that were unable to meet the deadline to still adopt Complete Streets policies.

The term "Complete Streets" describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit,

bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods. The proposed Complete Streets Policy was drafted according to the guidelines provided by Metro and the National Complete Streets Coalition. The National Complete Streets Coalition is a program of Smart Growth America which is a non-profit, non-partisan alliance of public interest organizations and transportation professionals committed to the development and implementation of Complete Streets policies and practices. This is a nationwide movement launched by the Smart Growth America Coalition in 2004. The Policy would implement the City's desire to provide and improve pedestrian access and mobility throughout Monterey Park.

Staff presented the proposed Complete Streets Policy to the Planning Commission for review and consideration at its April 12th regular meeting. The Planning Commission recommended that the City Council adopt a Resolution establishing the proposed Complete Streets Policy with modifications. The recommendation from the Planning Commission was for the City to develop guidelines for the review of capital improvement projects for the incorporation of Complete Streets principles. There was also discussion and recommendations regarding granting exceptions from the Complete Streets policy. It is recommended that the responsibility for granting exceptions be assigned to the City Manager or designee.

Based upon the Planning Commission's recommendation, a new section was added to the draft policy (B.2.C) to read as follows:

> "C. The City Manager must review the Circulation Element and provide recommendations to the City Council regarding amendments to the Circulation Element, or similar policies, that are necessary or desirable to implement the Complete Streets Resolution as adopted May 18, 2022."

It is important to note that the Policy does not obligate the City to specific programs or projects, but rather acknowledges the City's commitment to considering and implementing complete streets concepts and considering the needs of all users in capital improvement projects.

FISCAL IMPACT

There is no fiscal impact on the City's General Fund by adopting a Complete Streets Policy. However, not adopting the policy would make the City ineligible for Metro capital grant programs and as such could limit funding sources for future City Budgets.

Respectfully prepared & submitted by:

Anthony Antich
Interim Director of Public Works

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS

1. Draft Resolution and Exhibit A - Complete Streets Policy

ATTACHMENT 1
Draft Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING A COMPLETE STREETS POLICY IN ACCORDANCE WITH GOVERNMENT CODE §§ 65040.2 AND 65302.

The City Council of the City of Monterey Park does resolve as follows:

SECTION 1: The City Council finds and declares that:

A. "Complete Streets" refers to a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods, and emergency first responders;

B. Planning and coordinated development of Complete Streets infrastructure provides public benefits in the areas of infrastructure cost savings, public health, and environmental sustainability;

C. It is in the public interest to reduce vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation;

D. The Legislative findings set forth in Section 2 of the California Complete Streets Act of 2008 (AB 1358, Leno) is incorporated by reference as if fully set forth. Additionally, the City Council notes that Deputy Directive 64, issued by the California Department of Transportation ("CalTrans"), explains that CalTrans "views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system";

E. The Los Angeles County Metropolitan Transportation Authority ("Metro"), through its Metro Complete Streets Policy, requires that all jurisdictions address complete streets policies at the local level through by adopting a complete streets policy resolution, which should include the "Elements of an Ideal Complete Streets Policy" developed by the National Complete Streets Coalition, a program of Smart Growth America, which is a non-profit, non-partisan alliance of public interest organizations and transportation professionals in existence since 2004 Alternatively, the City may amend its General Plan to with the California Complete Streets Act of 2008 to be eligible for Metro Capital Grant funds; and

F. It is in the public interest for the City to adopt a Complete Streets Policy in accordance with California law to help protect public health and safety.

SECTION 2: The Complete Streets Policy attached as Exhibit "A," and incorporated by reference, is adopted as City policy (the "Policy"). The City Manager, or designee, is authorized to implement the Policy as desirable or as required by applicable law.

SECTION 3: If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 4: The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or his duly appointed deputy, may attest thereto.

SECTION 5: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 6: This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

PASSED AND ADOPTED this ____ day of _____, 2022.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

Exhibit A

This Complete Streets Policy was adopted by Resolution No. _____ by the City of Monterey Park City Council on May 18, 2022.

COMPLETE STREETS POLICY OF CITY OF MONTEREY PARK

A. Complete Streets Principles

1. Complete Streets Serving All Users and Modes. The City of Monterey Park ("City") expresses its commitment to creating and maintaining Complete Streets that provide safe, comfortable, and convenient travel along and across streets (including streets, roads, highways, bridges, and other portions of the transportation system) through a comprehensive, integrated transportation network that serves all categories of users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods, and emergency first responders.

2. **Context Sensitivity.** In planning and implementing street projects, the City will maintain sensitivity to local conditions in both residential and business districts as well as urban, suburban, and rural areas, and will work with residents, merchants, and other stakeholders to ensure that a strong sense of place ensues. Improvements that will be considered include sidewalks, shared use paths, bikeways, paved shoulders, street trees and landscaping, planting strips, accessible curb ramps, crosswalks, refuge islands, pedestrian signals, signs, street furniture, bicycle parking facilities, public transportation stops and facilities, transit priority signalization, and other features assisting in the provision of safe travel for all users.

3. **Complete Streets Routinely Addressed by All Departments.** All relevant departments and agencies of the City will work towards making Complete Streets practices a routine part of everyday operations, approach every relevant project, program, and practice as an opportunity to improve streets and the transportation network for all categories of users, and work in coordination with other departments, agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation.

4. **All Projects and Phases.** Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way for each category of users will be incorporated into all planning, funding, design, approval, and implementation processes for any construction, reconstruction, retrofit, maintenance, operations, alteration, or repair of streets (including streets, roads, highways, bridges, and other portions of the transportation system), except that specific infrastructure for a given category of users may be excluded if an exception is approved via the process set forth in section C.1 of this policy.

B. Implementation

1. **Design.** The City will generally follow its own accepted or adopted design standards, including those promulgated by the County of Los Angeles and the State of California where appropriate, and will also evaluate using the latest design standards and innovative design options, with a goal of balancing user needs.

2. **Network/Connectivity.** The City will incorporate Complete Streets infrastructure into existing streets to improve the safety and convenience of all users, with the particular goal of creating a connected

network of facilities accommodating each category of users and increasing connectivity across jurisdictional boundaries and for anticipated future transportation investments.

3. **Implementation Next Steps.** The City may take the following specific next steps to implement this Complete Streets Policy:

A. Plan Consultation and Consistency: Maintenance, planning, and design of projects affecting the transportation system will be consistent with local bicycle, pedestrian, transit, multimodal, and other relevant guidelines.

B. Stakeholder Consultation: Develop and/or clearly define a process to allow for stakeholder involvement on projects and plans including, but not limited to, local bicycle and pedestrian advisory groups, transit riders and operators, accessibility advisory groups, movers of commercial goods, businesses, residents, emergency responders, and/or other stakeholders, as defined necessary to support implementation of this Complete Streets policy.

4. **Performance Measures.** The City will perform evaluations of how well the streets and transportation network are serving each category of users by collecting baseline data and collecting follow-up data on a regular basis.

C. Exceptions

1. **Exception Approvals.** Complete Streets principles and practices will be included in street construction, reconstruction, repaving and rehabilitation projects, as well as other plans and manuals, except under one or more of the following conditions:

A. A project involves only ordinary, or emergency maintenance activities designed to keep assets in serviceable condition, including but not limited to mowing, cleaning, sweeping, spot repair, concrete joint repair, pothole repair, or when interim measures are implemented on temporary detour or haul routes.

B. The City Manager or designee finds that the cost of establishing a bikeway, walkway or transit enhancement as part of a project is excessive and disproportionate.

C. The City Manager or designee determines that construction is not practically feasible or cost effective because of significant or adverse environmental impacts on neighboring land uses, including impact from right-of-way acquisitions.

D. Unless otherwise determined by the City Council, or by the Director of Public Works, that it is not practically feasible or cost-effective to implement the provisions of this policy.

Exceptions described above will be documented in a memorandum to be included in the project file.