

**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

**Wednesday
January 19, 2022
6:30 p.m.**

ASSEMBLY BILL NO. 361

These meetings will be conducted pursuant to Government Code § 54953(e) as implemented by City Council Resolution.

Accordingly, Councilmembers will be provided with electronic meeting login information; they will not be physically present at Council Chambers.

Pursuant to City Council resolution, the public may provide public comment utilizing the methods set forth below.

Note that City Hall is currently closed to the public. You will not be admitted to City Hall.

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

In accordance with Government Code § 54953(e) and City Council resolution, remote public participation is allowed in the following ways:

Via Email (Written Communications)

Public comment will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov. Written communications (if any) will be briefly summarized and include the name of each individual that submitted a comment; the summary will be read via prerecorded video and played during the Public Comment section of the City Council meeting. To view the full text of written communications, please visit www.montereypark.ca.gov/AgendaCenter. All written communications are provided to the City Council and filed as part of the City's administrative record.

Via Telephone

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling **(888) 788-0099 or (877) 853-5247** and entering Zoom Meeting ID: **289 222 5995** then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter “*9” then the Clerk’s office will be notified, and you will be in the rotation to make a public comment. Press “*6” to unmute yourself when called upon to speak. Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda item. Speakers will not be allowed to combine time. The Mayor and City Council may change the amount of time allowed for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

Important Disclaimer

When a participant calls in to join the meeting, their name and/or phone number will be visible to all participants. Note that all public meetings will be recorded.

CALL TO ORDER Mayor

FLAG SALUTE Mayor

ROLL CALL Peter Chan, Hans Liang, Henry Lo, Fred Sornoso, 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: NONE.

[1.] PRESENTATION

1-A. NEW FLASHING YELLOW ARROW TRAFFIC SIGNALS

1-B. POTRERO GRANDE IMPROVEMENTS UPDATE

[2.] OLD BUSINESS – NONE.

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

3-A. MINUTES

It is recommended that the City Council consider:

- (1) Approving the minutes from the regular meetings of December 1, 2021 and December 15, 2021; and the special meetings of December 15, 2021 and December 28, 2021; and
- (2) Taking such additional, related, action that may be desirable.

3-B. MONTHLY INVESTMENT REPORT – DECEMBER 2021

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.

3-C. DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2020-2021

It is recommended that the City Council consider:

- (1) Reviewing and filing the Annual Report on Development Impact Fees for Fiscal Year 2020-2021; and
- (2) Taking such additional, related, action that may be desirable.

3-D. ADOPT A RESOLUTION RATIFYING CERTAIN ACTIONS COMPLETED BY THE CITY MANAGER REGARDING COVID-19 PANDEMIC; CONTINUE TO EXTEND THE EXISTENCE OF A LOCAL EMERGENCY; AND AUTHORIZE PUBLIC MEETINGS VIA TELECONFERENCING

It is recommended that the City Council consider:

- (1) Adopting a resolution ratifying certain actions completed by the City Manager regarding COVID-19 Pandemic, continue to extend the existence of a local emergency and authorize public meetings via teleconferencing; and
- (2) Taking such additional, related, action that may be desirable.

California Environmental Quality Act (CEQA)

The Resolution itself and the actions anticipated 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

3-E. CITY HALL FIRE ALARM PANEL REPLACEMENT

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute an Amendment, in a form approved by the City Attorney, to the Fire Alarm System Maintenance Agreement with Johnson Controls Fire Protection LP in the amount of \$136,000;
- (2) Appropriating an additional \$112,000 from the General Fund balance to replace the existing City Hall fire alarm panel; and
- (3) Taking such additional, related, action that may be desirable.

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

3-F. PROFESSIONAL SERVICE AGREEMENTS FOR ON-CALL GENERAL ENGINEERING SERVICES

It is recommended that the City Council consider:

- (1) Authorizing the City Manager, or designee, to execute 3-year professional service agreements, with KOA Corporation, Transtech Engineers, RKA Consulting, and Valued Engineering to provide On-Call Engineering Services, in a form approved by the City Attorney; and
- (2) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING

4-A. CONTINUATION OF THE MONTEREY PARK GEOLOGIC HAZARD ABATEMENT DISTRICT ("MPK GHAD")

It is recommended that the Board of Directors consider:

- (1) Continuing the continued public hearing to March 2, 2022; and
- (2) Taking such additional, related, action that may be desirable.

4-B. CONSIDERATION OF RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ADOPTING AN ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT (FOCUSED GENERAL PLAN UPDATE FINAL EIR, STATE CLEARINGHOUSE NUMBER 2001011074, DATED JUNE 2019) AND APPROVING THE GENERAL PLAN AMENDMENTS FOR THE UPDATE OF THE HOUSING (GPA 21-01), SAFETY AND COMMUNITY SERVICES ELEMENT (GPA 21-02) AND ADDING A NEW ENVIRONMENTAL JUSTICE ELEMENT (GPA 21-03) OF THE MONTEREY PARK GENERAL PLAN

It is recommended that the City Council consider:

- (1) Opening a public hearing and taking testimonial and documentary evidence;
- (2) After closing the public hearing and considering the evidence submitted during that public hearing:
 - a. Adopt Resolution No. _____ approving an Addendum to the Final Environmental Impact Report certified in 2019 for the Land Use Element to the General Plan (Focused General Plan Update Final EIR, State Clearinghouse Number 2001011074, dated June 2019);
 - b. Adopt Resolution No. _____ revising the Housing Element (GPA 21-01) to the Monterey Park General Plan. Resolution No. _____ would also delegate authority to the City Manager, or designee, to make technical changes and other, non-substantive, edits to the 2021-2029 Housing Element, in a form approved by the City Attorney, that may result from HCD's review for final certification of the Housing Element, without further City Council consideration or re-adoption of the 2021-2029 Housing Element;
 - c. Adopt Resolution No. _____ revising the Safety and Community Services Element (GPA 21-02) to the Monterey Park General Plan;
 - d. Adopt Resolution No. _____ adding a new Environmental Justice Element (GPA 21-03) to the Monterey Park General Plan; and
- (3) Taking such additional, related, action that may be desirable.

California Environmental Quality Act (CEQA)

The City prepared a comprehensive update to the Housing Element, a revision of the existing Safety and Community Services Element, and drafted a new Environmental Justice Element to the City of Monterey Park General Plan (collectively, the "Project").

After considering the Project, the Interim City Planner determined that the Final Environmental Impact Report (State Clearinghouse No. 2001011074, dated June 2019) certified by the City Council in 2019 for the Land Use Element (the "FEIR"), is of continuing informational value under the California Environmental Quality Act ("CEQA"). Consequently, an Addendum was drafted for City Council consideration in accordance with CEQA Guidelines § 15164 and is incorporated as Exhibit 1 to the draft Resolution. If adopted, the Resolution would approve the Addendum to the FEIR for purposes of analyzing the Project.

[5.] NEW BUSINESS

5-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA APPOINTING COUNCIL REPRESENTATIVES TO SPECIFIC ORGANIZATIONS

It is recommended that the City Council consider:

- (1) Adopting a Resolution appointing representatives to specific organizations; and
- (2) Taking such additional, related, action that may be desirable.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

6-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK APPROVING THE MEMORANDUM OF UNDERSTANDING OF FRIENDSHIP CITY PARTNERSHIP BETWEEN THE CITY OF MONTEREY PARK AND PHU MY TOWN, BA RIA-VUNG TAU PROVINCE, SOCIALIST REPUBLIC OF VIETNAM (Requested by Council Member Peter Chan)

It is recommended that the City Council consider:

- (1) Adopting a Resolution approving the Memorandum of Understanding of Friendship City partnership between the City of Monterey Park and Phu My Town, Ba Ria-Vung Tau Province, Socialist Republic of Vietnam; and
- (2) Taking such additional, related, action that may be desirable.

[7.] FUTURE AGENDA ITEMS

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

ADJOURN



City Council Staff Report

DATE: January 19, 2022

AGENDA ITEM NO: Consent Calendar No. 3A

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 December 1, 2021 and December 15, 2021; and the special meetings of December 15, 2021 and December 28, 2021; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

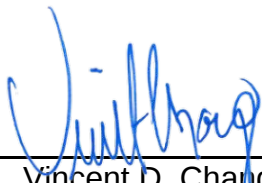
None.

FISCAL IMPACT:

None.

Respectfully submitted,

Prepared by:

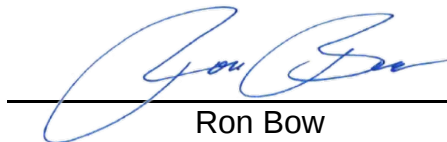


Vincent D. Chang
City Clerk



Viridiana Martinez
Senior Clerk Typist

Approved By:



Ron Bow
City Manager

ATTACHMENT(S):

1. Draft Minutes

Staff Report
January 19, 2022

ATTACHMENT 1

Draft Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
DECEMBER 1, 2021**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA) and the Geologic Hazard Abatement District (GHAD) of the City of Monterey Park held a Regular Teleconference Meeting via Zoom on Wednesday, December 1, 2021 at 6:30 p.m. The regular meeting was conducted pursuant to Government Code § 54953(e), as implemented by City Council Resolution. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of “SA” next to the Agenda Item Number.

PUBLIC PARTICIPATION

In accordance with Government Code § 54953 (e) and guidance from the California Department of Public Health on gatherings, remote public participation was allowed in the following ways:

Via Email

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MISSION STATEMENT

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for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

Important Disclaimer – When a participant calls in to join the meeting, their name and/or phone number will be visible to all participants. Note that all public meetings will be recorded.

CALL TO ORDER:

Mayor Yiu called the meeting to order at 6:30 p.m.

FLAG SALUTE:

Mayor Yiu led the Flag Salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: None

ALSO PRESENT: City Treasurer Joseph Leon, City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Fire Chief Matt Hallock, Police Chief Kelly Gordon, City Librarian Diana Garcia, Director of Public Works Frank Lopez, Director of Human Resources & Risk Management Christine Tomikawa, Director of Recreation & Community Services Robert Aguirre, Director of Management Services Martha Garcia, Interim Director of Community & Economic Development Steve Sizemore, Economic Development Manager Joseph Torres, Water Utility Manager Richard Gonzales, Police Sergeant Bob Hung, Deputy City Attorney Joaquin Vazquez, Deputy City Clerk Cindy Trang, Assistant Deputy City Clerk Helena Cho, Community Communications Coordinator Randy Ishino, Senior Clerk Typist Viridiana Martinez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

City Manager Bow announced that Police Chief Gordon would be providing a presentation on Holiday Safety Tips during Staff Communications.

PUBLIC COMMUNICATIONS

Public Speaker Disclaimer: Meetings are held virtually and the information listed for the speakers may or may not reflect the correct spelling of their respective name.

- Joseph Leon, City Treasurer, provided his input on Agenda Item No. 3D from the November 17, 2021 City Council meeting.

- City Clerk Chang received, filed, and played a prerecorded audio of a written communication from speaker Mr. Chu regarding Agenda Item No. 5B, he inquired about updates being made to the Water Master Plan.

STAFF COMMUNICATIONS

- The Recreation & Community Services Department invited Santa Claus to remind the Community that the 'Letters to Santa' mailbox will be located at Langley Center until December 3, 2021 and gave an update on the Holiday Snow Village taking place on December 9, 2021 from 4:00 p.m. to 9:00 p.m. at George Elder Park.
- Police Chief Gordon provided a presentation on Holiday Safety Tips.

1. PRESENTATION - None

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

2. OLD BUSINESS – None

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

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 Agenda Items Nos. 3A, 3D, 3E, and 3G on Consent Calendar, excluding Agenda Item Nos. 3B, 3C, 3F, and 3H 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 Chan, motion carried by the following vote:

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

3A. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") TO ADD CHAPTER 6.15 MANDATING REDUCTION OF ORGANIC WASTE DISPOSAL

The Ordinance was introduced and received first reading at the November 17, 2021 City Council meeting. The original staff report (from November 17, 2021) 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. 2216 on Consent Calendar.

Ordinance No. 2216, entitled:

AN ORDINANCE ADDING CHAPTER 6.15 TO THE MONTEREY PARK MUNICIPAL CODE REGARDING MANDATORY ORGANIC WASTE DISPOSAL REDUCTION

3B. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE CHAPTER 2.28 REGULATING THE PERSONNEL BOARD

The Ordinance was introduced and received first reading at the November 17, 2021 City Council meeting. The original staff report (from November 17, 2021) 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. 2217 amending Chapter 2.28 of Monterey Park Municipal Code ("MPMC") regulating the Personnel Board responsibilities.

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

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

Ordinance No. 2217, entitled:

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 2.28 REGULATING THE PERSONNEL BOARD

3C. A RESOLUTION APPROVING THE CITY'S PARTICIPATION IN TWO NATIONAL OPIOID LITIGATION SETTLEMENTS AND AUTHORIZING CITY MANAGER EXECUTION OF RELATED PARTICIPATION AND SUBDIVISION AGREEMENTS

Proposed Resolution would approve the City's participation in a global settlement for national opioid litigation and facilitate a maximum \$494,000 funding allocation disbursement for the City to be used for remediating opioid abuse remediation, subject to spending restrictions and accounting requirements.

This item was heard after Agenda Item No. 4A.

Action Taken: The City Council adopted Resolution No. 12282 approving the City's participation in two national opioid litigation settlements and authorized the City Manager's execution of related participation and subdivision agreements.

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

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

Resolution No. 12282, entitled:

A RESOLUTION APPROVING PARTICIPATION IN TWO NATIONAL OPIOID LITIGATION SETTLEMENTS AND AUTHORIZING CITY MANAGER EXECUTION OF RELATED PARTICIPATION AND SUBDIVISION AGREEMENTS

3D. LEGAL SERVICES AGREEMENT WITH ARMSTRONG & SIGEL, LLP (WORKERS COMPENSATION)

The City utilizes specialized legal counsel for assistance with litigated workers compensation claims. Carolyn Beliso has been with Armstrong & Sigel, LLP since 1998. Staff recommends that City Council authorize the City Manager to execute a standard retainer agreement with this firm to confirm its representation of the City of Monterey Park for selected workers compensation claims.

Action Taken: The City Council authorized the City Manager to execute a standard legal retainer with Armstrong & Sigel, LLP, in a form approved by the City Attorney, for on-call workers compensation legal services on Consent Calendar.

3E. POLICE DEPARTMENT AND HUMAN RESOURCES OFFICE FURNITURE

The American Rescue Plan Act (ARPA) was signed into law in March of 2021. ARPA addressed serious financial relief for all state, local, tribal, and territorial governments known as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). From these funds, the City of Monterey Park has been awarded \$15,043,184. These funds provide substantial flexibility for each government, in how the funds are used, to meet local needs.

SLFRF Funds are available to protect and address the needs of government employees due to the COVID-19 pandemic.

The Police Department's and Human Resources' office furniture has reached its usable life, needs replacement, and doesn't meet the current needs for the protection of employees from the spread of COVID-19. The installation of the new workstations will decrease the chance of COVID-19 spreading among the employees. Therefore, staff recommends the purchase and installation of new office workstations with paneled partitions throughout the police department and human resources totaling approximately \$265,000.

Action Taken: The City Council authorized the City Manager to execute an agreement with National Business Furniture, in a form approved by the City Attorney, to purchase office furniture for the Police Department and Human Resources on Consent Calendar.

3F. CITY FACILITIES SECURITY SYSTEM

The City of Monterey Park's current security surveillance system is an antiquated patchwork of cameras from various vendors that does not meet the security needs of the City. Many City facilities including the parks do not have any security camera coverage.

Public Speakers:

- Ted Alben, Resia Elden, and Danny Shulman, representatives of Verkada Inc. were available for questions.

Action Taken: The City Council (1) waived bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(5) and authorized the City Manager to execute an agreement with Verkada Inc., in a form approved by the City Attorney, to purchase a security surveillance camera system through Relevant-IT, a certified partner and Verkada assigned distributor for \$775,374.66; (2) adopted Resolution No. 12283 to authorize solicitation of bids to install two hundred and forty-eight (248) new Verkada cameras, associated network, and electrical services at the various designated sites (estimated at \$874,204.00); and (3) authorized a budget augmentation in the amount of \$1,700,000 from the Enterprise, Shop, and American Rescue Plan Act (APRA) funds.

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

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

Resolution No. 12283, entitled:

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE VERKADA SECURITY CAMERA PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

3G. CONSIDERATION OF AWARD OF CONTRACT TO AKM CONSULTING ENGINEERS FOR THE WATER MASTER PLAN UPDATE

The City's Water Master Plan was last updated in April 2012. In February 2021, the Water Division released a request for proposal to update the City's Water Master Plan. Staff is requesting that City award contract to AKM Consulting Engineers.

Action Taken: The City Council authorized the City Manager to execute an agreement, in a form approved by the City Attorney, with AKM Consulting Engineers, in an amount not to exceed \$300,000 for the Water Master Plan Update; and appropriated \$20,000 in Water Operations Funds for the project on Consent Calendar.

3H. TRAFFIC SIGNAL IMPROVEMENTS, HSIP CYCLE 7 (HSIPL-5231(016)) – AUTHORIZATION TO ADVERTISE CONSTRUCTION BID PACKAGE

Staff has prepared a construction bid package (plans and specifications) for the Traffic Signal Improvements, HSIP Cycle 7 (HSIPL-5231(016)) project and is requesting the City Council's authorization to advertise the project for construction bids.

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).

Action Taken: The City Council adopted Resolution No. 12284 approving the design and plans for the Traffic Signal Improvements, Highway Safety Improvement Program (HSIP) Cycle 7 (HSIPL- 5231(016)) project; and authorized solicitation of bids.

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

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

Resolution No. 12284, entitled:

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE TRAFFIC SIGNAL IMPROVEMENTS, HSIP CYCLE 7 (HSIPL-5231(016)) PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

4. PUBLIC HEARING

4A. PUBLIC HEARING TO RECEIVE TESTIMONY REGARDING REDRAWING COUNCIL DISTRICT BOUNDARIES PURSUANT TO ELECTIONS CODE § 21601

In 2019, the City transitioned to district-based elections. In accordance with the Fair and Inclusive Redistricting for Municipalities and Political Subdivisions (FAIR MAPS) Act (Elections Code § 21601-21609), following the federal decennial

census every ten years, districts boundaries must be redrawn so that each district is substantially equal in population. It is important in ensuring that each City Councilmember represents about the same number of constituents. The maps must meet certain requirements and has a total deviation of less than 10% difference.

At the second public hearing on October 20, 2021, National Demographics Corporation (NDC) presented the findings from the "Still Balance Analysis" using the 2020 Census adjusted data and concluded that the existing district map meets the FAIR MAPS Act criteria with a deviation of 2.84%.

The City Council received and filed public comments, took action to move forward with the existing map (Option A), and scheduled the third public hearing for November 17, 2021; fourth public hearing and introduction of an ordinance to adopt final map for December 1, 2021; and scheduled December 15, 2021 for adoption of the ordinance and the final map.

This item was heard after Agenda Item No. 3B.

Action Taken: The City Council (1) opened the public hearing at 7:01 p.m., to receive testimony on redrawing council district boundaries pursuant to Elections Code § 21601; (2) closed the public hearing at 7:06 p.m. with no registered public speakers.; and (3) introduced and waived the first reading of an Ordinance maintaining the existing City Council District boundaries.

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

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

4B. PUBLIC HEARING FOR CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA CONFIRMING THE 2021 ANNUAL REPORT AND THE LEVY OF ASSESSMENTS FOR DOWNTOWN BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR PROGRAM YEAR 2022

On October 20, 2021, the City Council set the date for a public hearing regarding the assessment of businesses within Business Improvement District No. 1. BID Assessment revenues will fund promotional activities and special events to benefit downtown businesses.

This hearing was noticed in the Monterey Park Progress newspaper and every business in the BID was sent a hearing notice in Chinese, English, and Spanish. At the conclusion of this public hearing, the Council can choose to adopt the

resolution confirming the levy of assessments for the BID or make adjustments as needed.

The Business Improvement District No. 1 (BID) was established in 1986 in accordance with the Parking and Business Improvement Area Law of 1989 (Streets and Highways Code §§ 36000-36004). The BID in the following discussion is business-based, meaning that an assessment is collected from businesses based upon fees rather than real property.

California law requires the BID to file an annual report with the City Clerk's office summarizing its activities and expenditures for the past year and proposing its budget for the upcoming year. The law also requires the BID assessments to be renewed annually after conducting a public hearing. The Advisory Committee to the BID requested that the City Council set a public hearing to consider the 2022 Levy of Assessment Fees. The BID Advisory Committee is not seeking an increase in assessments for the 2022 program year to help the businesses in the BID weather the financial burdens brought on by the COVID-19 pandemic.

Annual revenue and expenditures may be found within the 2021 Annual Report attached as Attachment 2 to the staff report or at the City Clerk's office where it is available for viewing.

This item was heard Agenda Item No. 3H.

Action Taken: The City Council (1) reopened the continued public hearing at 8:24 p.m.; receiving both written and oral comments; (2) closed the public hearing at 8:28 p.m., with no registered public speakers; and (3) adopted Resolution No. 12285 confirming the 2018-2021 Annual Report and the levy of assessments for Business Improvement District No. 1 for Program Year 2022, as amended to correct the typographical errors on the page referencing '2021 Actual Expenditures as of 10/2021', "Ending Reserves as of 10/2021: \$136,151.12" and the page referencing the '2022 Estimated Expenditures', "Reserves as of 10/2021: \$136,151.12" the amounts do not match, direction was given to make the changes to reflect the correct amount.

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

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

Resolution No. 12285, entitled:

A RESOLUTION LEVYING ASSESSMENTS FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR THE PROGRAM YEAR 2022 IN ACCORDANCE WITH GOVERNMENT CODE § 36624

5. NEW BUSINESS

5A. ADOPT A RESOLUTION TO CAST VOTES FOR A REPRESENTATIVE OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY BOARD

The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB 1679) in 1992 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley. The WQA is under the direction and leadership of a 7-member board, one member of each of the three overlying municipal water districts, one from a city with prescriptive water pumping rights, one from a city without prescriptive water pumping rights, and two representing water producers in the San Gabriel Basin.

According to the bylaws of the San Gabriel Basin Water Quality Authority, a city with prescriptive water pumping rights, of which Monterey Park falls under, may nominate and elect a representative to the Water Quality Authority Board. All votes cast must be for only one candidate.

Each City with pumping rights has one vote for each 10,000 residents or majority thereof, as determined by U.S. Census Data. The City of Monterey Park has six votes to be cast. The term of the board member and alternate representing cities with pumping rights will expire January 1, 2022. An election for this seat will take place on December 15, 2021 at 12:00 p.m. at the WQA office.

Action Taken: The City Council adopted Resolution No. 12286 voting for ROBERT GONZALEZ from the City of Azusa to represent cities with prescriptive pumping rights on the Board of the San Gabriel Basin Water Quality Authority; and directed the City Clerk's office to send a copy of Resolution No. 12886 to the San Gabriel Basin Water Quality Authority to receive no later than December 14th, 2021, at 12:00 p.m.

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

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

Resolution No. 12286, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, AUTHORIZING THE CASTING OF ITS VOTES FOR COUNCILMEMBER ROBERT GONZALEZ TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

6. CITY COMMUNICATIONS (CITY COUNCIL)

6A. A RESOLUTION IN SUPPORT OF THE CITY OF MONTEREY PARK'S DECLARATION OF NOVEMBER 14 – 20, 2021 AS "UNITED AGAINST HATE WEEK"

Action Taken: The City Council adopted Resolution No. 12287 declaring November 14-30, 2021 as "Untied Against Hate Week".

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

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

Council Communications:

Council Member Chan attended the flag raising at Station 62 and attended the Coffee with a Cop event at Williams Donuts on the corner of Garfield and Newmark Avenues.

Council Member Liang attended the flag raising at Station 62, as well as an informal meeting at Sierra Vista Park with Asians Taking Action LA. He reminded the Community to stay vigilant of the new COVID-19 variants and to continue to stay safe.

Council Member Sornoso thanked Fire Chief Hallock for inviting his Uncle Frank to raise the flag at Station 62 and for inviting both of them to lunch at Station 61. He inquired about the activities that will be available at the Holiday Snow Village on December 9, 2021.

Mayor Pro Tem Lo acknowledge Rufus Sprague who he appointed to the Commission of Aging. He reported that he was invited by the San Gabriel Valley Council of Governments (COG) to tour and spend the night at Esperanza Village, a village of tiny homes to provide shelter to the homeless community.

Mayor Yiu announced that she will be delivering 200 small Christmas gifts for City staff that were put together by her sister and her mother.

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 8:49 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)
DECEMBER 15, 2021**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA) and the Geologic Hazard Abatement District (GHAD) of the City of Monterey Park held a Regular Teleconference Meeting via Zoom on Wednesday, December 15, 2021 at 6:30 p.m. The regular meeting was conducted pursuant to Government Code § 54953(e), as implemented by City Council Resolution. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of “SA” next to the Agenda Item Number.

PUBLIC PARTICIPATION

In accordance with Government Code § 54953 (e) and guidance from the California Department of Public Health on gatherings, remote public participation was allowed in the following ways:

Via Email

Public comment will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov. Written communications (if any) will be briefly summarized and include the name of each individual that submitted a comment; the summary will be read via prerecorded video and played during the Public Comment section of the City Council meeting. To view the full text of written communications, please visit www.montereypark.ca.gov/AgendaCenter. All written communications are provided to the City Council and filed as part of the City's administrative record.

Via Telephone

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: 289 222 5995 then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter “*9” then the Clerk's office will be notified, and you will be in the rotation to make a public comment. Press “*6” to unmute yourself when called upon to speak. Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda item. Speakers will not be allowed to combine time. The Mayor and City Council may change the amount of time allowed

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

for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

Important Disclaimer – When a participant calls in to join the meeting, their name and/or phone number will be visible to all participants. Note that all public meetings will be recorded.

CALL TO ORDER:

Mayor Yiu called the meeting to order at 6:30 p.m.

FLAG SALUTE:

Mayor Yiu led the Flag Salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: None

ALSO PRESENT: City Treasurer Joseph Leon, City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Fire Chief Matt Hallock, Police Chief Kelly Gordon, City Librarian Diana Garcia, Director of Public Works Frank Lopez, Director of Human Resources & Risk Management Christine Tomikawa, Director of Recreation & Community Services Robert Aguirre, Director of Management Services Martha Garcia, Interim Director of Community & Economic Development Steve Sizemore, Economic Development Manager Joseph Torres, Interim Risk Manager Danielle Tellez, Deputy City Clerk Cindy Trang, Community Communications Coordinator Randy Ishino, Senior Clerk Typist Viridiana Martinez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

City Manager Bow requested to pull Agenda Item No. 3E for a separate discussion.

PUBLIC COMMUNICATIONS

Public Speaker Disclaimer: Meetings are held virtually and the information listed for the speakers may or may not reflect the correct spelling of their respective name.

- City Treasurer Leon, informed the Community on tips to prevent mosquitoes during this rainy season. He encouraged the Community to reach out to the San Gabriel Valley Vector Control at (626)814-9466 if they have any questions or concerns.
- Charles Leon, SEIU 721 representative, stated that SEIU 721 would like to build a relationship with City Council and work together for the employees of Monterey Park.

- Jesus Hernandez, Monterey Park Building Maintenance employee, recognized the SEIU representatives present at the Council meeting and inquired about employee concerns.
- Simboya Wright, SEIU 721 representative, inquired about working with the City Council regarding employee concerns.

STAFF COMMUNICATIONS - None

1. PRESENTATION - None

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

2. OLD BUSINESS – None

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

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 Agenda Items Nos. 3A, 3B, 3C, 3D, 3F and 3G on Consent Calendar, excluding Agenda Item No. 3E which was 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 Liang, motion carried by the following vote:

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

3A. MINUTES

Action Taken: The City Council approved the minutes from the regular meetings of November 3, 2021 and November 17, 2021 on Consent Calendar.

3B. MONTHLY INVESTMENT REPORT – NOVEMBER 2021

As of November 30, 2021 invested funds for the City of Monterey Park is \$79,239,481.11.

Action Taken: The City Council received and filed the monthly investment report on Consent Calendar.

3C. [SA] RESOLUTION ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 1, 2022 – JUNE 30, 2023

Existing law requires the Monterey Park Successor Agency (SA) to formulate Recognized Obligation Payment Schedules (ROPS) under which the SA makes payments for eligible obligations of the former Redevelopment Agency. The ROPS are considered by the Successor Agency Board, proposed to the Oversight Board (OB) and, if approved by the OB, provided to the California Department of Finance for review.

The ROPS is required to be prepared for an entire 12 months. Staff requests that the City Council, acting on behalf of the SA for the former Monterey Park Redevelopment Agency, consider and adopt the ROPS 22-23 A&B and the related administrative budget for the period covering July 1, 2022 – June 30, 2023.

Action Taken: The City Council (1) adopted Resolution No. SA-183 approving the Recognized Obligation Payment Schedule (ROPS 22-23 A&B) for the period between July 1, 2022 – June 30, 2023; (2) approved the Successor Agency Administrative Budget for July 1, 2022 – June 30, 2023; and (3) directed staff to post and transmit the ROPS and Administrative Budget to the appropriate public agencies on Consent Calendar.

Resolution No. SA-183, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY ADOPTING RECOGNIZED OBLIGATION PAYMENT SCHEDULES PURSUANT TO HEALTH AND SAFETY CODE § 34177

3D. WAIVE FURTHER READING AND ADOPTING DISTRICT MAPS FOR THE CITY OF MONTEREY PARK'S BY-DISTRICT ELECTIONS

The Ordinance was introduced and received first reading at the December 1, 2021 City Council meeting. The original staff report (from December 1, 2021) is attached for reference to the staff report. 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. 2218 on Consent Calendar.

Ordinance No. 2218, entitled:

AN ORDINANCE ADOPTING DISTRICT MAPS FOR THE CITY OF MONTEREY PARK'S BY-DISTRICT ELECTIONS

3E. ADOPT A RESOLUTION RATIFYING CERTAIN ACTIONS COMPLETED BY THE CITY MANAGER REGARDING COVID-19 PANDEMIC; CONTINUE TO EXTEND THE EXISTENCE OF A LOCAL EMERGENCY; AND AUTHORIZE PUBLIC MEETINGS VIA TELECONFERENCING

As the City Council was previously informed, Assembly Bill (AB) No. 361 became effective on September 16, 2021. It amends the Brown Act in several ways but also allows the City to extend its virtual meetings for 30 day increments if a state or local emergency requires social distancing. The City Council previously adopted resolutions on October 6, 2021 and November 17, 2021 which allow for the ongoing use of videoconferencing for public meetings.

ENVIRONMENTAL ASSESSMENT:

The Resolution itself and the actions anticipated 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. 12288 ratifying certain actions completed by the City Manager regarding COVID-19 Pandemic, continue to extend the existence of a local emergency and authorize public meetings via teleconferencing; as amended to direct staff to conduct a hybrid meeting for the special meeting of December 28, 2021.

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

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

Resolution No. 12288, entitled:

A RESOLUTION RATIFYING CERTAIN ACTIONS COMPLETED BY THE CITY MANAGER; EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY; AND AUTHORIZING PUBLIC MEETINGS VIA TELECONFERENCING

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

3F. FISCAL YEAR 2021 ASSISTANCE TO FIREFIGHTERS GRANTS (AFG) PROGRAM

The City of Monterey Park Fire Department received Notice of Funding Opportunity (NOFO) from Federal Emergency Management Agency (FEMA) regarding a formal invitation to submit a full application for consideration of AFG funds. If the City is offered a grant award, the total proposed budget request is \$90,312.07, which includes a federal share request of \$82,101.88 and a required applicant match of \$8,210.19. The application Activity Title is Modification to Facility: Vehicle Exhaust Systems Upgrade.

Staff seeks City Council consideration and approval of the City of Monterey Park's AFG application. The application due date is December 17, 2021. When the grant award decision is made and if the grant award is received, staff will inform City Council.

Action Taken: The City Council (1) approved the Fiscal Year 2021 Assistance to Firefighters Grant (AFG) Program for consideration of AFG funding; (2) authorized the City's Management Services Department to allocate \$8,210.19 from the City budget to fund the required applicant match if the grant is awarded; (3) adopted Resolution No. 12289 authorizing the City Manager, or designee, to apply for, receive, and appropriate grant funds for the Fiscal Year 2021 Assistance to Firefighters Grants Program on Consent Calendar.

Resolution No. 12289, entitled:

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS FOR THE FISCAL YEAR 2021-22 ASSISTANCE TO FIREFIGHTERS GRANTS PROGRAM — MODIFICATION OF FACILITY, FIRE STATION 61

3G. 2019 STATE HOMELAND SECURITY GRANT PROGRAM – COST SAVINGS PROJECTS

The City of Monterey Park Fire Department was notified that the City would receive an increase of \$50,000 for the 2019 State Homeland Security Grant Program (SHSP 2019 Grant). As per Resolution No. 11740 adopted by the City Council on May 6 2015, staff is reporting to the City Council the type of money obtained and the project details.

Action Taken: The City Council received and filed the report on Consent Calendar.

4. PUBLIC HEARING – NONE

5. NEW BUSINESS

5A. AUTHORIZE CITY MANAGER TO AMEND AGREEMENT NO. 1925-A WITH CARNIVAL MIDWAY ATTRACTIONS AND PROVIDE DIRECTION REGARDING THE PLAY DAYS PARADE

The City of Monterey Park traditionally celebrates its “birthday” each May with a fourday celebration in Barnes Park, “*Happy Birthday Monterey Park, Play Days.*” As part of the festivities, the City contracts with an amusement contractor to provide rides, game booths, and concessions at Barnes Park. In addition to the carnival, the four-day event includes live entertainment, food trucks, and the annual Play Days Parade.

Agreement No. 1925-A between the City of Monterey Park and Carnival Midway Attractions allowed for services to be provided at the annual Happy Birthday Monterey Park Play Days carnival held in 2019, 2020, and 2021.

However, due to the COVID-19 pandemic, the 2020 and 2021 Play Days festivities were cancelled. Carnival Midway Attractions has requested that the City consider an amendment to Agreement No. 1925-A to extend the term since the 2020 and 2021 events were cancelled. If approved, Agreement No. 1925-A would be amended to allow for a two-year extension for carnivals to be held in 2022 and 2023.

The annual Play Days parade is partially funded by revenue generated at the Play Days carnival. Any additional funds needed for the operation of the parade and the carnival directly impact city department budgets, which include Recreation and Community Services, Police, and Public Works. Over the years the costs associated with the parade have increased and the number of spectators at the parade has decreased.

Action Taken: The City Council authorized the City Manager to execute an amendment to Agreement No. 1925-A to extend the term for two years, in a form approved by the City Attorney, with Carnival Midway Attractions to provide carnival services for the Happy Birthday Monterey Park Play Days carnival on dates to be determined by the City; and provided direction to staff to forgo the annual Happy Birthday Monterey Park Play Days Parade for the upcoming 2022 Play Days event.

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

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

6. CITY COMMUNICATIONS (CITY COUNCIL)

Council Member Chan reported he attended the International Council of Shopping Centers (ICSC) convention in Las Vegas, the Holiday Snow Village at George Elder Park, and the Chinese American Military Support (CAMS) Fundraiser Dinner. He wished the Community a Happy Holidays and reminded everyone to stay safe.

Council Member Liang reported that he attended the International Council of Shopping Centers (ICSC) convention in Las Vegas and he also attended the Chinese American Military Support (CAMS) Fundraiser Dinner. Council Member Liang wished everyone a Happy Holidays.

Council Member Sornoso reported that he attended the Holiday Snow Village at George Elder Park, the International Council of Shopping Centers (ICSC) convention in Las Vegas, and the Chinese American Military Support (CAMS) Fundraiser Dinner. He stated that he is looking forward to Fire Chief Hallock's swearing-in ceremony. Council Member Sornoso reported that he participated in the 'Letters to Santa' ran by the Recreation & Community Services Department and received a response back. He thanked Mayor Yiu for her tenure as the City's Mayor and that he is looking forward to the Mayor installation on December 28, 2021. He informed the Community that on January 15, 2022 at George Elder Park there will be a Community Clean Up Event from 8:00 a.m. to 1:00 p.m. Council Member Sornoso wished everyone a Happy Holiday.

Mayor Pro Tem Lo thanked Mayor Yiu for her leadership as Mayor during a pandemic. He reported that he attended the Holiday Snow Village at George Elder Park, the Distinguished Citizens Award Gala for the Boy Scouts of America event, and the Chinese American Military Support (CAMS) Fundraiser Dinner. He stated that he participated in a workshop hosted by Asian Pacific Islander (API) Forward Movement and Community members were able to give their input on how to make Atlantic Boulevard and Garfield more pedestrian friendly.

Mayor Yiu reported that she attended the International Council of Shopping Centers (ICSC) convention in Las Vegas and the League of California Cities Christmas celebration. She stated this was her last time hosting a regular meeting and is looking forward to giving her outgoing remarks at the Mayor Installation on December 28, 2021. Mayor Yiu read a small biography of Monterey Park Police Detective Brian Andrus, who passed away on Monday, December 13, 2021.

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 7:30 p.m in memory of Monterey Park Police Detective Brian Andrus.

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
DECEMBER 15, 2021**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), and the Geologic Hazard Abatement District (GHAD) of the City of Monterey Park held a Special Teleconference Meeting via Zoom on Wednesday, December 15, 2021 at 5:30 p.m. The special meeting was conducted pursuant to Assembly Bill No. 361. This meeting was conducted pursuant to Government Code § 54953(e) as implemented by City Council Resolution. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of “SA” next to the Agenda Item Number.

PUBLIC PARTICIPATION

In accordance with Government Code § 54953(e) and guidance from the California Department of Public Health on gatherings, remote public participation was allowed in the following ways:

Via Email

Public comment was accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov and read into the record during public comment, when feasible. We request that written communications be limited to not more than 50 words.

Via Telephone

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: 829 5129 2679 then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter “*9” then the Clerk’s office will be notified and you will be in the rotation to make a public comment. Press “*6” to unmute yourself when called upon to speak. Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda item. Speakers will not be allowed to combine time. The Mayor and City Council may change the amount of time allowed for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

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

The Special Meeting will not be televised 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>.

Important Disclaimer – When a participant calls in to join the meeting, their name and/or phone number will be visible to all participants. Note that all public meetings will be recorded.

CALL TO ORDER:

Mayor Yiu 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, Fred Sornoso,
Yvonne Yiu

Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Director of Management Services Martha Garcia, Deputy City Clerk Cindy Trang, Executive Vice President of Kidder Matthews Linda Lee, Senior Vice President of Kidder Matthews Scott Unger, Executive Vice President of Kidder Matthews Bill Boyd

PUBLIC COMMUNICATIONS - None

ORAL AND WRITTEN COMMUNICATIONS – None

1. CLOSED SESSION

The City Council adjourned to Closed Session at 5:31 p.m.

1A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - GOVERNMENT CODE § 54956.8: one item

Properties: 1977 Saturn St, AIN 5265-026-054

City Ron Bow, City Manager
Negotiators: Karl H. Berger, City Attorney
Inez Alvarez, Assistant City Manager
Martha Garcia, Management Services Director

Negotiating Parties: 1977 Saturn St – BRE California Saturn LLC DBA C/O Connie Ellis

Under Negotiation: Price and terms of payment

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present.
The meeting was adjourned at 6:23 p.m.

Action Taken: No reportable action taken in Closed Session.

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
DECEMBER 28, 2021**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA) and the Geologic Hazard Abatement District (GHAD) of the City of Monterey Park held a Special Teleconference Meeting via Zoom on Wednesday, December 28, 2021 at 6:30 p.m. The special meeting was conducted pursuant to Government Code § 54953(e), as implemented by City Council Resolution. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of “SA” next to the Agenda Item Number.

PUBLIC PARTICIPATION

In accordance with Government Code § 54953 (e) and guidance from the California Department of Public Health on gatherings, remote public participation was allowed in the following ways:

Via Email

Public comment will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov. Written communications (if any) will be briefly summarized and include the name of each individual that submitted a comment; the summary will be read via prerecorded video and played during the Public Comment section of the City Council meeting. To view the full text of written communications, please visit www.montereypark.ca.gov/AgendaCenter. All written communications are provided to the City Council and filed as part of the City’s administrative record.

Via Telephone

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: 289 222 5995 then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter “*9” then the Clerk’s office will be notified, and you will be in the rotation to make a public comment. Press “*6” to unmute yourself when called upon to speak. Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda item. Speakers will not be allowed

MISSION STATEMENT

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to combine time. The Mayor and City Council may change the amount of time allowed for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

Important Disclaimer – When a participant calls in to join the meeting, their name and/or phone number will be visible to all participants. Note that all public meetings will be recorded.

CALL TO ORDER:

Mayor Yiu called the meeting to order at 6:30 p.m.

FLAG SALUTE:

Mayor Yiu led the Flag Salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Fire Chief Matt Hallock, Police Chief Kelly Gordon, City Librarian Diana Garcia, Director of Public Works Frank Lopez, Director of Human Resources & Risk Management Christine Tomikawa, Director of Management Services Martha Garcia, Interim Director of Community & Economic Development Steve Sizemore, Economic Development Manager Joseph Torres, Assistant Deputy City Clerk Helena Cho, Community Communications Coordinator Randy Ishino, Senior Clerk Typist Viridiana Martinez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS - None

PUBLIC COMMUNICATIONS

Public Speaker Disclaimer: Meetings are held virtually and the information listed for the speakers may or may not reflect the correct spelling of their respective name.

STAFF COMMUNICATIONS - None

1. PRESENTATION

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

1A. OUTGOING MAYOR YVONNE YIU ADDRESS

Mayor Yiu presented a PowerPoint highlighting the achievements that were accomplished between City Council and City staff during her term. She thanked residents for their support and is looking forward to working with Incoming Mayor Henry Lo.

2. OLD BUSINESS

2A. REORGANIZATION OF MONTEREY PARK CITY COUNCIL

Appoint the Mayor and Mayor Pro Tem in accordance with Resolution Nos. 12155 and 12195.

Action Taken: The City Council appointed the Mayor and Mayor Pro Tem in accordance with City Council policy established by Resolution Nos. 12155 and 12195.

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

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

OATH OF OFFICE FOR INCOMING MAYOR PRO TEM FRED SORNOSO

The Oath of Office for Incoming Mayor Pro Tem Fred Sornoso was conducted by City Clerk Vincent Chang.

MAYORAL INSTALLATION CEREMONY OF HENRY LO

The Oath of Office for Incoming Mayor Henry Lo was conducted by Speaker Anthony Rendon.

MAYOR ADDRESS

Incoming Mayor Lo shared his excitement for his mayoral term. He thanked his fellow Council Members for their support and Speaker Anthony Rendon for presenting the Oath of Office. He praised City staff for their resilience and accomplishments during the COVID-19 pandemic. Incoming Mayor Lo addressed his plans for his mayoral term.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 7:16 p.m.

Action Taken: The City Council approved the motion to adjourn the meeting at 7:16 p.m.

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

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

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: January 19, 2022

AGENDA ITEM NO: Consent Calendar No. 3B

TO: The Honorable Mayor and City Council
FROM: Joseph Leon, City Treasurer
SUBJECT: Monthly Investment Report – December 2021

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.

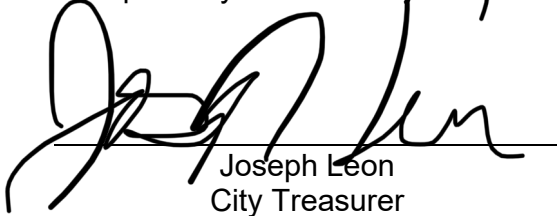
EXECUTIVE SUMMARY:

As of December 31, 2021 invested funds for the City of Monterey Park is \$77,239,481.11.

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:



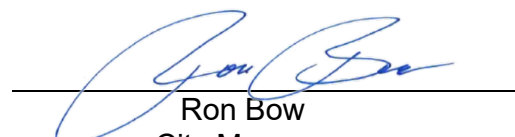
Joseph Leon
City Treasurer

Prepared by:



Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Staff Report
January 19, 2022

Attachment 1

Monthly Investment Report

**CITY OF MONTEREY PARK
INVESTMENT REPORT
DECEMBER 31, 2021**

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 12/31/2021 **\$ 77,239,481.11**

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u> <i>(See Schedule A for LA County Pool Composition)</i>	ON DEMAND	0.520%	<u>\$ 37,738,626.14</u>
(2) <u>LOCAL AGENCY INVESTMENT FUND</u>	ON DEMAND	0.210%	<u>\$ 36,800,854.97</u>

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	
(3) <u>CERTIFICATES OF DEPOSIT</u>				
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 MORGAN STANLEY BANK	02/27/20	02/28/22	1.70%	245,000
4 MORGAN STANLEY PRIVATE BANK	02/27/20	02/28/22	1.70%	245,000
5 AMERICAN FIRST CREDIT UNION	03/06/20	03/07/22	1.60%	245,000
6 SALLIE MAE BANK	08/11/21	08/12/24	0.70%	245,000
7 GOLDMAN SACHS BANK	08/11/21	08/12/24	0.60%	245,000
8 TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%	245,000
9 BMW BANK NORTH AMERICA	09/17/21	09/17/24	0.65%	245,000
10 SYNCHRONY BANK	09/17/21	09/17/24	0.65%	245,000
11 UBS BANK USA	09/22/21	09/23/24	0.65%	245,000
12 STATE BANK OF INDIA	10/18/21	10/18/24	0.70%	245,000
<i>Total CDs (12)</i>			0.885%	<u>\$ 2,700,000.00</u>

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾ **\$ 4,626,530.54**

AVERAGE MATURITY DAYS 24

AVERAGE INTEREST RATE FOR THE MONTH 0.386%

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 2ND QUARTER 2021-2022 **\$72,702**

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 NOVEMBER 30, 2021

SCHEDULE A

<u>PORTFOLIO PROFILE</u>	<u>Pooled Surplus Investments</u>	<u>Specific Purpose Investments</u>
Inventory Balance at 11/30/21		
At Cost	\$ 39,731,247,202	\$ 117,106,174
At Market	\$ 39,386,428,881	\$ 116,977,482
Repurchase Agreements	\$ -	\$ -
Reverse Repurchase Agreements	\$ -	\$ -
Composition by Security Type:		
Certificates of Deposit	4.53%	0.00%
United States Government and Agency Obligations	68.87%	62.68%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	26.32%	0.00%
Municipal Obligations	0.07%	2.73%
Corporate and Deposit Notes	0.21%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	34.59%
1-60 days	44.01%	34.59%
61 days-1 year	18.01%	0.00%
Over 1 year	37.98%	65.41%
Weighted Average Days to Maturity	998	



City Council Staff Report

DATE: January 19, 2022

AGENDA ITEM NO: Consent Calendar No. 3C

TO: The Honorable Mayor and City Council
FROM: Martha Garcia, Director of Management Services
SUBJECT: Development Impact Fees for Fiscal Year 2020-2021

RECOMMENDATION:

It is recommended that the City Council consider:

1. Reviewing and filing the Annual Report on Development Impact Fees for Fiscal Year 2020-2021; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In accordance with Section 66006 of California Government Code the City is required to annually report on the status of Development Impact Fees, including the collection of revenue and expenditures of these funds. This report summarizes the required financial information for Fiscal Year 2020-2021.

BACKGROUND:

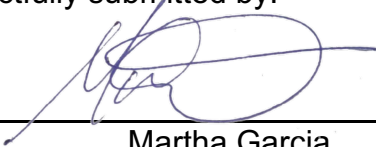
The California Government Code Sections 66000 through 66006 contain certain procedural requirements that apply to the collection of development impact fees and the expenditure of these revenues. Section 66006 of the California Government Code specifies accountability and annual reporting requirements pertaining to development impact fees. The report must include a description of the fee type in the account, the amount of the fee, beginning and ending balances, fee and interest income, expenditures by improvement, a description of interfund loans or transfers, including purpose, interest rate and term, and any refunds. The report must also determine whether funds are available to construct improvements while also identifying construction dates for projects with adequate funding.

This report presents a review only of the development impact fee activity, by account, for the fiscal year. It does not include any recommendations for any fee changes.

FISCAL IMPACT:

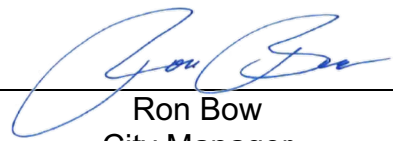
There is no fiscal impact to receive and file the Annual Report on Development Impact Fees for Fiscal Year 2020-2021.

Respectfully submitted by:



Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Development Impact Fees Annual Report Fiscal Year 2020-2021

Staff Report
January 19, 2022

ATTACHMENT 1
Development Impact Fees Annual Report
Fiscal Year 2020-2021



Development Impact Fees Annual Report Fiscal Year 2020-2021

SUMMARY:

Pursuant to Chapter 3.110 of the Monterey Park Municipal Code ("MPMC") and Government Code Section 66006, et seq. (the Mitigation Fee Act), local agencies are authorized to condition approval of development projects on the payment of development impact fees for the purpose of defraying all or a portion of the cost of public facilities related to the development project. Any local agency that imposes a development impact fee is required to make available to the public a summary of each mitigation fee account on an annual basis. At this time, the City imposes nine types of development impact fees on development projects: (1) Law enforcement; (2) Fire suppression/medic; (3) Public meeting facilities; (4) Library facilities and collection; (5) Water distribution; (6) Sewer collection; (7) Aquatics facilities; (8) Park land and improvements; (9) Circulation.

BACKGROUND:

The Mitigation Fee Act, regulates the means by which public agencies collect, maintain, and spend development impact fees imposed on development projects. The regulations include specific requirements pertaining to governmental accounting, spending, and annual reporting of development impact fees. Each year, within the first 180 days following the previous fiscal year, the City is required to make available to the public a summary of each mitigation fee account ("Annual Report").

REPORTING REQUIREMENTS:

The City imposes nine types of development impact fees on development projects. The City records the nine fees in five funds: (1) Circulation; (2) Law enforcement and Fire suppression/medic; (3) Facilities (library, public meeting, and aquatics) and Park land and improvement; (4) Water distribution; and (5) Sewer collection. Accordingly, as required in the Mitigation Fee Act, the City must make an Annual Report which includes:

- 1) A brief description of the type of fee in the account or fund;
- 2) The amount of the fee;
- 3) The beginning and ending balance of the account or fund;
- 4) The amount of the fees collected, and interest earned;
- 5) Identification of each public improvement on which fees were expended and the total amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
- 6) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, and the public improvement remains incomplete;

- 7) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and
- 8) The amount of any refunds made pursuant to Government Code Section 66001(e) and the amount of any allocations pursuant to Government Code Section 66001(f).

Furthermore, Government Code Section 66008 provides that a local agency must expend a fee for public improvements solely and exclusively for the purpose for which it is collected. The fee may not be levied, collected, or imposed for general revenue purposes nor may it be comingled with any other account (see, MPMC section 3.110.070).

FUND BALANCE AT JUNE 30, 2021:

Fund No.	Fund Name	Fund Balance
204	Circulation	\$334,345
205	Law Enforcement and Fire Suppression/Medic	(\$130,495)
231	Facilities (Park, Library, Public Meeting and Aquatics), Park Land and Improvements	\$497,976
409	Water Distribution	\$462,016
419	Sewer Collection	\$65,865

CIRCULATION FEES:

Pursuant to MPMC Chapter 3.110, the Circulation Fee is collected to fund traffic circulation (streets, signals and bridges) infrastructure improvements. The objective of the Circulation Development Impact Fee is to improve street lanes, intersections, and traffic management, thus mitigating traffic impacts which are contributed from all new development.

	Circulation (Streets, Signals, Bridges)	Unit/Square Foot
Detached Dwelling Units	\$1,791	Per dwelling unit
Attached Dwelling Units	\$1,129	Per dwelling unit
Commercial Lodging Units	\$942	Per dwelling unit
Retail/Services/Office Uses	\$3.216	Per square foot
Manufacturing/Industrial Uses	\$1.305	Per square foot
Institutional Uses	\$0.879	Per square foot

Circulation Fees Revenue and Expenditures:

Fiscal Year	Beginning Fund Balance	Fees Collected	Interest Earned	Expenditures	Transfers	Ending Balance
2018-2019	\$0	\$277,992	\$1,306	\$0	\$0	\$279,298
2019-2020	\$279,298	\$22,349	\$5,417	\$0	\$0	\$307,064
2020-2021	\$307,064	\$26,208	\$1,073	\$0	\$0	\$334,345

The City will identify Circulation improvement projects in FY 2022-2023. No transfers or loans occurred in fiscal years reported on this report. There were no refunds or allocations pursuant to Government Code Section 66001.

LAW ENFORCEMENT AND FIRE SUPPRESSION/MEDIC FEES:

Pursuant to MPMC Chapter 3.110, these fees finance capital costs, including Police facilities, vehicles, equipment, Fire Suppression facilities and Fire equipment, to minimize the impact that new development has on the City's public services and public facilities.

Pursuant to MPMC Chapter 3.110, the Fees are updated based upon the gross square footage of nonresidential development and number of residential dwelling units as follows:

	Law Enforcement	Fire Suppression/Medic	Unit/Square Foot
Detached Dwelling Units	\$526	\$640	Per dwelling unit
Attached Dwelling Units	\$503	\$418	Per dwelling unit
Commercial Lodging Units	\$191	\$381	Per lodging unit
Retail/Services/Office Uses	\$0.370	\$0.350	Per square foot
Manufacturing/Industrial Uses	\$0.050	\$0.019	Per square foot
Institutional Uses	\$0.073	\$0.053	Per square foot

Law Enforcement and Fire Suppression/Medic Revenues and Expenditures:

Fiscal Year	Beginning Fund Balance	Fees Collected	Interest Earned	Expenditures	Transfers	Ending Fund Balance
2018-2019	\$592,482	\$315,999	\$24,943	\$62,053	\$0	\$871,371
2019-2020	\$871,371	\$21,554	\$6,392	\$311,521	\$0	\$587,796
2020-2021	\$587,796	\$37,189	(\$143)	\$755,337	\$0	(\$130,495)

FY 2018-2019 Expenditures:

Object Code	Object Code Description	Description	Expenditures
5220	Verdugo Dispatch	Fire Radio Equipment	\$62,053
			<u>\$62,053</u>

FY 2019-2020 Expenditures:

Object Code	Object Code Description	Description	Expenditures
5220	Verdugo Dispatch	Fire Radio Equipment	\$82,799
5501	Capital Expenditure	Fire Emergency Communication System	\$137,590
5501	Capital Expenditure	Police Mobile Video & Data Storage	\$61,132
5607	Capital Lease	Police CAD System	\$30,000
			<u>\$311,521</u>

FY2020-2021 Expenditures:

Object Code	Object Code Description	Description	Expenditures
5220	Verdugo Dispatch	Fire Radio Equipment	\$85,799
5501	Capital Expenditure	Police In-Car Camera System	\$116,097
5501	Capital Expenditure	Fire Station 62 Replacement	\$523,441
5607	Capital Lease	Police CAD System	\$30,000
			<u>\$755,337</u>

FY2021-2022 Budget Allocation:

Object Code	Object Code Description	Description	Amount Allocated
5501	Capital Expenditure	Police In-Car Camera System	\$116,097
5220	Verdugo Dispatch	Fire Radio Equipment	\$85,799
			<u>\$201,896</u>

Status of Projects:

	Total DIF Expenditures at 6/30/2021	Total Other Funds Expenditures at 6/30/2021	Total Project Expenditures at 6/30/2021	DIF Percent of Total	Status
Fire Station 62 Replacement	\$523,441	\$3,656,428	\$4,179,869	12.52%	To be completed 2021-22
Police CAD System	\$60,000	\$2,428,013	\$2,488,013	2.41%	Completed
Police In-Car Camera System	\$177,229	\$88,000	\$265,229	66.82%	Ongoing
Fire Radio Equipment	\$230,651	\$230,651	\$461,302	50.00%	Ongoing
Fire Emergency Communication System	\$137,590	\$0	\$137,590	100.00%	Completed

The City is not planning on making any further purchases until this fund is cured and the fund balance is positive. No transfers or loans occurred in fiscal years reported on this report. There were no refunds or allocations pursuant to Government Code Section 66001.

FACILITIES (LIBRARY, PUBLIC MEETING AND AQUATICS) PARK LAND AND IMPROVEMENT FEES:

Pursuant to MPMC Chapter 3.110, the Facilities and Park land/improvement fees are collected to fund facility (library, public meeting, and aquatics) improvements/infrastructure and park land improvements/acquisition. The objective of the Facilities (library, public meeting, and aquatics), and Park land/improvement fees is to provide parks, support facility improvements and additional park land acquisition to serve the needs of new residents.

	Park Land Acquisition & Improvements	Library	Public Meeting Facilities	Aquatics	Unit/Square Foot
Detached Dwelling Units	\$3,677	\$191	\$1,660	\$732	Per dwelling unit
Attached Dwelling Units	\$3,730	\$194	\$1,684	\$743	Per dwelling unit
Commercial Lodging Units	\$17				Per dwelling unit
Retail/Services/Office Uses	\$0.064				Per square foot
Manufacturing/Industrial	\$0.032				Per square foot
Institutional Uses	\$0.161				Per square foot

Facilities (Park, Library, Public and Aquatics) Revenues and Expenditures:

Fiscal Year	Beginning Fund Balance	Fees Collected	Interest Earned	Expenditures	Transfers	Ending Fund Balance
2018-2019	\$392,348	\$587,899	\$11,950	\$15,064	\$0	\$977,133
2019-2020	\$977,133	\$81,136	\$17,123	\$72,227	\$0	\$1,003,165
2020-2021	\$1,003,165	\$46,541	\$1,657	\$553,387	\$0	\$497,976

FY 2018-2019 Expenditures:

Object Code	Object Code Description	Description	Expenditures
5501	Capital Expenditure	Langley Fitness Court	\$15,064
			<u>\$15,064</u>

FY 2019-2020 Expenditures:

Object Code	Object Code Description	Description	Amount
5501	Capital Expenditure	Pool Equipment	\$16,209
5501	Capital Expenditure	Langley Fitness Court	\$14,938
5501	Capital Expenditure	Barnes Park Playground Equipment	\$41,080
			<u>\$72,227</u>

FY2020-2021 Expenditures:

Object Code	Object Code Description	Description	Expenditures
5501	Capital Expenditure	Barnes Park Playground Equipment	\$547,898
5501	Capital Expenditure	Network System - Recreation Admin	\$5,489
			<u>\$553,387</u>

FY2021-2022 Budget Allocation:

Object Code	Object Code Description	Description	Amount Allocated
5501	Capital Expenditure	Recreation Equipment Replacement	\$18,000
5501	Capital Expenditure	Langley Restroom ADA Door	\$10,000
			<u>\$28,000</u>

Status of Projects:

Description	Total DIF Expenditures at 6/30/2021	Total Other Funds Expenditures at 6/30/2021	Total Project Expenditures at 6/30/2021	DIF Percent of Total	Status
Langley Fitness Court	\$30,002	\$0	\$30,002	100.00%	Completed
Pool Equipment	\$16,209	\$0	\$16,209	100.00%	Completed
Barnes Park Playground Equipment	\$588,978	\$0	\$588,978	100.00%	Completed
Recreation Equipment Replacement	\$5,489	\$0	\$23,489	23.37%	Ongoing To be completed
Langley Restroom ADA Door	\$0	\$0	\$0	0.00%	2021-22

No transfers or loans occurred in fiscal years reported on this report. There were no refunds or allocations pursuant to Government Code Section 66001.

WATER DISTRIBUTION FEES:

Pursuant to MPMC Chapter 3.110, the Water Distribution Fees are collected to fund water system infrastructure improvements, including reservoirs, treatment plants, pump stations, SCADA system, wells, utility office rehabilitation, water valves, and fire protection upgrades. The objective of the fees is to meet all water demands with appropriate water operation and treatment facilities to mitigate development impacts on the existing water system infrastructure.

	Water Distribution	Unit/Square Foot
Detached Dwelling Units	\$2,786	Per dwelling unit
Attached Dwelling Units	\$2,570	Per dwelling unit
Commercial Lodging Units	\$1,672	Per dwelling unit
Retail/Services/Office Uses	\$0.769	Per square foot
Manufacturing/Industrial Uses	\$0.386	Per square foot
Institutional Uses	\$0.528	Per square foot

Water Distribution Revenues and Expenditures:

Fiscal Year	Beginning Fund Balance	Fees Collected	Interest Earned	Expenditures	Transfers	Ending Fund Balance
2018-2019	\$28,860	\$370,798	\$3,229	\$0	\$0	\$402,887
2019-2020	\$402,887	\$34,771	\$237	\$0	\$0	\$437,895
2020-2021	\$437,895	\$24,097	\$24	\$0	\$0	\$462,016

The City will identify Water System Improvement projects in FY2022-2023. No transfers or loans occurred in fiscal years reported on this report. There were no refunds or allocations pursuant to Government Code Section 66001.

SEWER COLLECTION FEES:

Pursuant to MPMC Chapter 3.110, the Sewer Collection Development Impact Fees are collected to fund construction and system management improvements of the sewer collection system, including sanitary sewer system map book updates, GPS inventory, a computerized maintenance management system, FOG program, closed-circuit television, asset management plan, sewer master plan update, sewer field equipment upgrade, database/system training, emergency overflow plan, flow monitoring, sewer upgrades, and annual inspection program. The objective of the fees is to upgrade sewer collection system, thus mitigating development-generated growth-needs which impact to the City sewage service.

	Sewer Collection	Unit/Square Foot
Detached Dwelling Units	\$385	Per dwelling unit
Attached Dwelling Units	\$356	Per dwelling unit
Commercial Lodging Units	\$231	Per dwelling unit
Retail/Services/Office Uses	\$0.138	Per square foot
Manufacturing/Industrial Uses	\$0.069	Per square foot
Institutional Uses	\$0.095	Per square foot

Sewer Collection Revenues and Expenditures:

Fiscal Year	Beginning Fund Balance	Fees Collected	Interest Earned	Expenditures	Transfers	Ending Fund Balance
2018-2019	\$4,526	\$52,252	\$753	\$0	\$0	\$57,531
2019-2020	\$57,531	\$4,802	\$71	\$0	\$0	\$62,403
2020-2021	\$62,403	\$3,452	\$9	\$0	\$0	\$65,865

The City will identify Sewer Collection Improvement projects in FY2022-2023. No transfers or loans occurred in fiscal years reported on this report. There were no refunds or allocations pursuant to Government Code Section 66001.



City Council Staff Report

DATE: January 19, 2022

AGENDA ITEM NO: Consent Calendar No. 3D

TO: The Honorable Mayor and City Council

FROM: Ron Bow, City Manager & Director of Emergency Services

SUBJECT: Adopt a Resolution ratifying certain actions completed by the City Manager regarding COVID-19 Pandemic; continue to extend the existence of a local emergency; and authorize public meetings via teleconferencing.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution ratifying certain actions completed by the City Manager regarding COVID-19 Pandemic, continue to extend the existence of a local emergency and authorize public meetings via teleconferencing; and
2. Taking such additional, related, action that may be desirable.

ENVIRONMENTAL ASSESSMENT:

The Resolution itself and the actions anticipated 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

EXECUTIVE SUMMARY:

As the City Council was previously informed, Assembly Bill (AB) No. 361 became effective on September 16, 2021. It amends the Brown Act in several ways but also allows the City to extend its virtual meetings for 30 day increments if a state or local emergency requires social distancing. The City Council previously adopted resolutions on October 6, 2021, November 17, 2021, and December 15, 2021, which allow for the ongoing use of videoconferencing for public meetings.

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

BACKGROUND:

To continue utilizing videoconferencing, the City Council must undertake the following:

- The legislative body has reconsidered the circumstances of the emergency; and
- Either of the following circumstances exist:
 - i) The state of emergency continues to directly impact the ability of members to meet safely in person.
 - ii) State or local officials continue to impose or recommend social distancing measures.

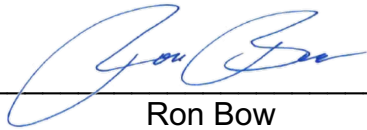
On November 10, 2021, the Governor extended the COVID-19 statewide emergency to March 31, 2022. Based upon that declaration – and the most recent Orders from the Los Angeles County Health Department – it is apparent that the local emergency will continue well into 2022. Accordingly, it appears that the continued use of videoconferencing is in the public's best interest. City Council meetings will continue to be conducted pursuant to Government Code § 54953(e) as implemented by City Council Resolution.

The draft resolution, if adopted, would also ratify certain actions taken by the City Manager utilizing his emergency powers under the Monterey Park Municipal Code. A listing of those actions is included as an exhibit to the resolution.

FISCAL IMPACT:

The final fiscal impacts are unknown at this time. The City Manager will provide a final report when the City Council takes action to end the emergency.

Respectfully Submitted by:



Ron Bow
City Manager

Reviewed by:



Kelly Gordon
Police Chief

Reviewed by:



Matt Hallock
Fire Chief

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Draft Resolution

Staff Report
January 19, 2022

ATTACHMENT 1

Draft Resolution

RESOLUTION NO.

A RESOLUTION RATIFYING CERTAIN ACTIONS COMPLETED BY THE CITY MANAGER; EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY; AND AUTHORIZING PUBLIC MEETINGS VIA TELECONFERENCING.

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

SECTION 1: The City Council finds as follows:

- A. 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 (the "COVID-19 Pandemic"). Section 4 of Resolution No. 12142 authorizes the City Manager to undertake all actions needed to preserve public health and safety in accordance with applicable law.
- B. The Governor's March 4, 2020 Proclamation of Emergency (see paragraph 8) suspended the reporting and extension requirements of Government Code § 8630 for the duration of the COVID-19 Pandemic.
- C. Notwithstanding the Governor's Proclamation of Emergency, however, the City Council regularly reviewed and ratified actions undertaken by the City Manager when exercising his emergency powers. Accordingly, the City Council adopted a series of resolutions ratifying the City Manager's actions and extending the existence of a local emergency prompted by the COVID-19 Pandemic.
- D. Responses to the COVID-19 Pandemic continue to occur on nearly a daily basis since the City Council last considered this local emergency. As a result, the City Manager undertook a number of actions that are listed in attached Exhibit "A," which is incorporated by reference ("Approved Actions").
- E. Effective September 16, 2021, Assembly Bill No. 361 took effect which (among other things) amends certain provisions of the Ralph M. Brown Act governing open meetings and imposes a requirement to consider teleconferencing of meetings every 30 days.
- F. Effective November 10, 2021, the Governor extended the statewide COVID-19 emergency until March 31, 2022 (via Executive Order N-21-21).
- G. Government Code § 54953(e) allows the City to continue utilizing teleconferencing (which includes internet based video conferencing) to conduct public meetings under certain circumstances.

SECTION 2: Ratification; Continuation of Local Emergency. The City Council reviewed the state of the community and continues to extend the COVID-19 Pandemic emergency. The Approved Actions are ratified and approved. Based upon the verbal and written reports of the City Manager regarding the COVID-19 Pandemic, the City Council is satisfied that the local emergency will continue for the foreseeable future.

SECTION 3: Teleconferencing.

A. Pursuant to Government Code § 54953(e), the City Council finds as follows:

1. The state of California continues to be in a declared state of emergency pursuant to Government Code § 8625 (the California Emergency Services Act; see Government Code § 54953(e)(3); see also Governor's Proclamation dated March 4, 2020 and Executive Order N-21-21 dated November 10, 2021); and
2. Based upon the recommendations of the Police Chief, Fire Chief, and City Manager, along with the most recent Order of the Health Officer for County of Los Angeles Department of Public Health, masks and social distancing continue to be necessary to curb the spread of the COVID-19 virus (Government Code § 54953(e)(3)(B)(ii)).

B. Accordingly, to protect public health and safety the City Council finds that it is in the public interest to conduct public meetings of its legislative bodies via teleconference as defined by Government Code § 54953.

C. The City will adhere to all requirements of Government Code § 54953 governing teleconferencing during the emergency including, without limitation, posting agendas; allowing for real-time public comment via either call-in or internet-based; allowing for written communications that will be either read or summarized into the record during the meeting as determined by the City Council; and protecting the statutory and constitutional rights of all persons appearing before the legislative body. No physical location will be provided for persons wishing to provide real-time public comment.

SECTION 4: Reporting. Every 30 days following adoption of this Resolution, the City Council will reconsider the extension of the teleconferencing method of public meetings in accordance with Government Code § 54953(e)(3). Such determinations may take the form of a minute order and be placed on the consent calendar.

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

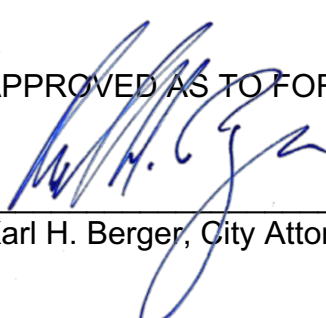
PASSED AND ADOPTED this 19th day of January, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Attachments:

Exhibit A: Approved Actions

**APPROVED ACTIONS
SINCE DECEMBER 2021**

- City Manager authorized temporary suspension of all indoor Bruggemeyer Library services and Recreation and Community Services programming through January 31, 2022.



City Council Staff Report

DATE: January 19, 2022

AGENDA ITEM NO: Consent Calendar No. 3E

TO: The Honorable Mayor and City Council
FROM: Frank A. Lopez, Director of Public Works / City Engineer
SUBJECT: City Hall Fire Alarm Panel Replacement

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an Amendment, in a form approved by the City Attorney, to the Fire Alarm System Maintenance Agreement with Johnson Controls Fire Protection LP in the amount of \$136,000;
2. Appropriating an additional \$112,000 from the General Fund balance to replace the existing City Hall fire alarm panel; and
3. Taking such additional, related action that may be desirable

EXECUTIVE SUMMARY:

The existing City Hall fire alarm panel is unreliable. It is currently maintained by Johnson Controls Fire Protection LP (Johnson Controls) which is the only supplier for the system. Based upon information from Johnson Controls, it is apparent that parts and software are no longer available for the existing system; it requires a routine upgrade with a replacement panel.

Infrastructure for the fire alarm remains in place and is proprietary with Johnson Controls's equipment. Maintaining the fire panel is contemplated as part of the scope of work in the contract with Johnson Control; the cost needed to upgrade the fire panel, however, was not included within the contract amount. If authorized by the City Council, Johnson Controls will upgrade the City's Simplex 4100+ panel with a 4100ES and ensure that existing smoke detectors remain operable. The proposed work will likely be completed within 12 weeks of approval. A budget appropriation of \$112,000 is needed from the City's General Fund balance for the additional maintenance costs.

BACKGROUND:

The City has a current contract with Johnson Controls for fire alarm system maintenance. Due to the age of the alarm system, various components such as the fire alarm panel, have reached or surpassed their service life expectancy. In recent months, the system experienced several dozen false alarms due to the malfunctioning components. During a recent assessment, the vendor advised that the City Hall main fire alarm panel had reached the end of its service life and was no longer supported.

Johnson Controls proposed to replace the current Simplex 4100+ panel with a 4100ES and replace all non-compatible duct detectors and smoke detectors with new compatible

models for \$102,000. This work is required to ensure that the fire alarm system continues to be in a safe and operable condition. The ongoing maintenance of the fire alarm system and replacement of panel(s) is essential for the protection of City Hall facilities. It is recommended, therefore, that the City amend the maintenance agreement with Johnson Controls to include the replacement of the fire alarm panel for \$102,000, for a total contract amount of \$136,000. This would include a 10% contingency for this project.

FISCAL IMPACT:

A budget appropriation of \$112,000 from the General Fund balance to Account No. 1014210-5254, Repair and Maintenance Machinery and Equipment, is required to cover the fire panel replacement and remaining expenses for ongoing maintenance, thereby increasing the total Repair and Maintenance Machinery and Equipment budget to \$147,000.

Respectfully submitted by:



Frank A. Lopez
Director of Public Works
City Engineer

Prepared by:



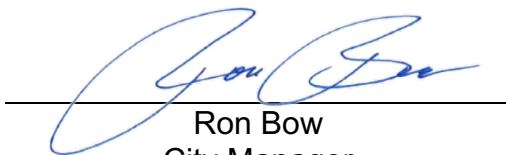
Chris Reyes
Public Works Manager

Reviewed by:



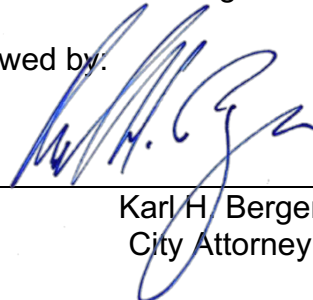
Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Johnson Controls Proposal

Staff Report
January 19, 2022

ATTACHMENT 1

Johnson Controls Proposal



Johnson Controls Fire Protection LP
12728 Shoemaker Ave
Santa Fe Springs , CA 90670
+1 562 405 3939

Johnson Controls Fire Protection LP Quotation

To:
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754-2896

Project: Monterey Park City Hall - FACP Replacement-
CPQ-130817
Johnson Controls Reference: 650130817
Proposal #: 1
Date: 01/06/2022
Page: 1 of 9

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

CSLB# 986047
DIR# 1000000576

If contract is awarded please issue to Johnson Controls Fire Protection LP.

Proposal is based off the site walk on 10-06-2021 & 01-05-2022 with no plans and no specifications. Existing Simplex 4100+ is obsolete and no longer supported so it will be replaced by a 4100ES. Panel replacement will not trigger a full Fire Marshall code enforcement as all devices will be listed and compatible.

Subject to field verification and acceptance from the AHJ, this project is for panel replacement, cellular dialer with field devices that are found to not be compatible with new panel. Existing field devices found non-operational will have to be replaced at additional cost not listed in this quote.

Existing wiring to be reused if wiring is found to have faults then additional charges will be incurred.

Mounting and weatherproofing of duct smoke detectors to duct work by JCI.

Scope includes wiring terminations, equipment, programming, pre testing, IOR testing and final testing for the fire alarm system.

Johnson Control Fire Protection LP will install all fire alarm devices as depicted on this proposal.

****Conduit and back boxes excluded**

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

**Pull strings shall be provided by the electrical contractor for fire alarm system.

Included:

All construction efforts to be coordinated with Project Manager.

Labor rate based on PREVAILING WAGES.

Johnson Control Fire Protection LP will safe-off the existing devices but contractor is responsible for the actual demolition of conduits, back boxes and wiring.

Only item and services specifically listed are to be construed as included.

Detailed construction schedule required prior to scheduling labor forces. Including one-week prior notice for installation and service programming.

Lead time for field equipment is 2 to 4 weeks from the time the order is processed.

Shop drawings lead time is 6 to 8 weeks from the Johnson Control Fire Protection LP receives the AutoCAD files.

Drawing CAD backgrounds are e-mailed directly to victor.jose.rivera@jci.com. Note where applicable: Design drawings are subject to the approval of Fire Department. Submitted drawing approval time is subject to AHJ scheduling. Pretest documentation to be submitted prior to scheduling a final test.

Exclusions:

120VAC wiring

Asbestos abatement not included

Any and all items not listed

After hour testing and labor associated with this testing

After hour permits

Union, PSA, PLA, Federal/DBRA

DSA Fees and Engineering Stamps are excluded

Structural calculations or PE stamp

Troubleshooting of existing panel troubles

Central station monitoring

Conduit and Back Boxes

Free-air wiring installation



Johnson Controls Fire Protection LP
12728 Shoemaker Ave
Santa Fe Springs , CA 90670
+1 562 405 3939

MC Cable installation
Fire watch
Patching and painting.
Fiber (SM or MM)
Underground wiring, overhead/exterior wiring
Demolition
Scaffolding or lifts required

Delays, Costs and Extensions of Time

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

QTY	MODEL NUMBER	DESCRIPTION
1	2975-9443	3 BAY BB/GDOOR/DRESS PNL RED
2	2081-9271	BATTERY 33AH
1	TG-7FS-LTE	CELLULAR DIALER
15	4098-9756	DUCT SENSOR HOUSING-4-WIRE
25	4098-9857	"SAMPLING TUBE 73'", PLASTIC"
10	4098-9845	DUCT WEATHERPROOF ENCLOSURE
50	4098-9714	PHOTO SENSOR
50	4098-9792	SENSOR BASE
1	4100-9701	ES-PS MSTR CTRLR 2X40
1	4100-6080	SERIAL DACT SIDE MOUNT
1	41002153	3Bay Glass Dr Pkg Factory Only
1	4100-5013	8 POINT ZONE/RELAY MODULE
1	4100-5131	ES-PS FAN MODULE
6	4100-5450	NAC CARD
1	4100-6078	NETWORK IFC CARD, MODULAR
2	4100-6056	NETWORK MEDIA CARD WIRED
1	4100-3206	8 POINT 3 AMP AUX RELAY MODULE
1	4100-3117	MSTR CTRLR IDNET2, FACTORY ONLY
1	41007905	FACTORY BUILT-MAIN CONFIGURED
2	4100-0644	120V ES-PS PDM HARNESS
1	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-5401	ES-PS POWER SUPPLY
8	4100-1279	2 BLANK DISPLAY MODULE
1	4100-2302	8 SLOT EXP BAY FILLER PANEL
	DSGN LAB	DESIGN LABOR
	CAD LAB	CAD LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
	COMM LAB	COMMISSIONING LABOR
	INST LAB	INSTALLATION LABOR
	DPMLZ	INSTALLATION MOBILIZATION
	DPSVC	DP SVCS (PERMITS/FEEES/BONDS)



Project: Monterey Park City Hall - FACP Replacement- CPQ-130817
Johnson Controls Reference: 650130817
Proposal #: 1
Date: 01/06/2022
Page: 5 of 9

Total net selling price, FOB shipping point, \$98,000.00
Total Price with Sales Tax \$102,000.00

The aforementioned quote includes estimated sales tax, if any, and any additional sales tax will be charged in addition to this quote where applicable.

TERMS AND CONDITIONS (Rev. 11/21)

1. Payment. All payments are due net thirty (30) days from the date of invoice. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are

based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such

repair work be declined Company shall be relieved from any and all liability arising therefrom, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT. ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to

Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

15. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

18. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should

changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

19. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing, specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

21. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

22. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

23. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

24. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable

manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c)

dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional

labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32. One-Year Claims Limitation; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

34. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee

for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound when by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy. Company as Processor: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

41. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Offered By: Johnson Controls Fire Protection LP 12728 Shoemaker Ave Santa Fe Springs , CA 90670 Telephone: +1 562 405 3939 Representative: _____ Email: victor.jose.rivera@jci.com	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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City Council Staff Report

DATE: January 19, 2022

AGENDA ITEM NO: Consent Calendar No. 3F

TO: The Honorable Mayor and City Council
FROM: Frank A. Lopez, Director of Public Works / City Engineer
SUBJECT: Professional Service Agreements for On-Call General Engineering Services

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager, or designee, to execute 3-year professional service agreements, with KOA Corporation, Transtech Engineers, RKA Consulting, and Valued Engineering to provide On-Call Engineering Services, in a form approved by the City Attorney; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Staff recommends executing on-call professional services agreements with KOA Corporation, Transtech Engineers, RKA Consulting and Valued Engineering. Three out of the four firms have previously been under contract with the City to assist staff in delivering the City's Capital Improvement Program (CIP) projects on an as-needed basis, as well as the occasional temporary staffing needs. These firms have provided exceptional services which include civil, structural, geotechnical, traffic engineering, land surveying, building and landscape architecture services. The fourth firm is a highly qualified and experienced Engineering firm deemed suitable to meet the City's needs. Individual task orders assigned to each firm will not exceed \$60,000, however multiple task orders may be issued.

BACKGROUND:

One of the primary responsibilities of the Engineering Division is to complete all projects in the City's annual Capital Improvement Program (CIP). The list of budgeted CIP projects may include street, sewer, water, park and building improvements and/or equipment upgrades requested by various city departments. The Engineering Division typically takes the lead in coordinating with each department, preparing bid specifications, administering the contracts, and managing construction.

During the course of any given year, there are often many unplanned, high-priority and sometimes emergency projects that are added to the CIP. The increased demand on the engineering staff can make it very challenging to keep up with the day-to-day responsibilities that include reviewing all private residential and commercial development projects, issuing public works permits, providing inspections, responding to all traffic

related issues, attending to the public counter as well as requests from other agencies and utility companies and providing engineering support to all other City departments.

As such, having the ability to contract with pre-approved engineering firms on an as-needed basis would help relieve staff and better serve the public. Services to be provided by the consultant firms would be on an as-needed basis and generally include preparation of engineered design drawings, construction specifications, cost estimates, construction management, project management, traffic engineering support, plan checking and any related municipal engineering support.

Over the years, the City has utilized KOA Corporation, Transtech Engineers, and RKA Consulting to help complete the City's CIP projects and provide other engineering support services. Recently, staff has worked successfully with consultants to prepare construction drawings, bid specifications and provide construction management including, but not limited to, the City's \$5M Water System Improvements in the Northeast Area and North Atlantic Traffic Corridor, the Highway Safety Improvement Program (HSIP) and Various Street Resurfacing Projects 2020-2022. These firms have provided exceptional services which include civil, structural, geotechnical, traffic engineering, land surveying, building and landscape architecture. Due to their excellent performance and reliable personnel, staff recommends entering into new 3-year professional service agreements with these firms.

Additionally, staff recommends entering into a 3-year professional service agreement with Valued Engineering for similar engineering services. Valued Engineering is based in Upland, CA and provides a comprehensive range of professional engineering services to public agencies. It has assisted nearby agencies including the cities of Montclair, Chino, Ontario and Glendora, and is highly regarded in its field. Valued Engineering's proposal includes assisting the City of Monterey Park with on-call Civil design services, plan check services, and survey and mapping services.

Each of the proposed firms is well rounded and highly qualified to meet the City's needs. Entering into professional service agreements with the four firms would be beneficial as it would give staff the flexibility to utilize firms with different specialties or based on availability at certain times due to workloads. Furthermore, continuing on-call Engineering services with firms that the City has previously contracted with is beneficial for the smooth continuity of services as they have experience working with City staff, have working knowledge of Monterey Park's projects, processes, and community needs.

FISCAL IMPACT:

The firms will be used on an as-needed basis and paid out of the specific Capital Improvement Project budget as they are assigned. In addition, any plan check services provided by these firms would be passed on to the private developers. Attached are the rate schedules for each of the recommended firms.

Respectfully submitted by:



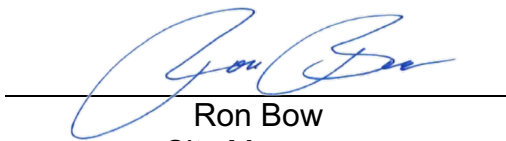
Frank A. Lopez
Director of Public Works, City
Engineer

Reviewed by:



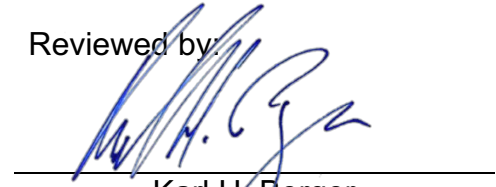
Martha Garcia
Director of Management
Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT(S):

1. Attachment 1 – Rate Fee Schedules

Staff Report
January 19, 2022

ATTACHMENT 1

Rate Fee Schedules

KOA Corporation				
2022 - 2025 Hourly Billing Rates				
Professional Services	2022 Rates	2023 Rates	2024 Rates	2025 Rates
President/CEO	\$ 325.24	\$ 341.50	\$ 358.57	\$ 376.50
Principal II	\$ 306.77	\$ 322.11	\$ 338.21	\$ 355.13
Principal I	\$ 260.47	\$ 273.49	\$ 287.16	\$ 301.52
Senior Engineer II	\$ 248.89	\$ 261.33	\$ 274.40	\$ 288.12
Senior Engineer I	\$ 208.37	\$ 218.79	\$ 229.73	\$ 241.22
Senior Associate Engineer II	\$ 162.07	\$ 170.17	\$ 178.68	\$ 187.61
Senior Associate Engineer I	\$ 144.70	\$ 151.94	\$ 159.54	\$ 167.51
Associate Engineer II	\$ 133.13	\$ 139.78	\$ 146.77	\$ 154.11
Associate Engineer I	\$ 115.76	\$ 121.55	\$ 127.63	\$ 134.01
Senior Designer II	\$ 150.49	\$ 158.02	\$ 165.92	\$ 174.21
Senior Designer I	\$ 133.13	\$ 139.78	\$ 146.77	\$ 154.11
Associate Designer II	\$ 115.76	\$ 121.55	\$ 127.63	\$ 134.01
Associate Designer I	\$ 86.82	\$ 91.16	\$ 95.72	\$ 100.51
Senior Planner II	\$ 248.89	\$ 261.33	\$ 274.40	\$ 288.12
Senior Planner I	\$ 208.37	\$ 218.79	\$ 229.73	\$ 241.22
Senior Associate Planner II	\$ 162.07	\$ 170.17	\$ 178.68	\$ 187.61
Senior Associate Planner I	\$ 144.70	\$ 151.94	\$ 159.54	\$ 167.51
Associate Planner II	\$ 133.13	\$ 139.78	\$ 146.77	\$ 154.11
Associate Planner I	\$ 115.76	\$ 121.55	\$ 127.63	\$ 134.01
Senior Construction Manager	\$ 198.45	\$ 208.37	\$ 218.79	\$ 229.73
Construction Manager	\$ 165.38	\$ 173.64	\$ 182.33	\$ 191.44
Senior Construction Inspector	\$ 152.15	\$ 159.75	\$ 167.74	\$ 176.13
Construction Inspector	\$ 146.63	\$ 153.96	\$ 161.66	\$ 169.75
Administrative Assistant II	\$ 98.40	\$ 103.32	\$ 108.48	\$ 113.91
Administrative Assistant I	\$ 76.03	\$ 79.83	\$ 83.82	\$ 88.01
Intern	\$ 63.67	\$ 66.85	\$ 70.20	\$ 73.71

General Provisions:

* Project reimbursable expenses are billed at cost.

* Project expenses include: Non-commuter automobile mileage (\$0.575 per mile) or current IRS rate, postage and special courier expenses, travel expenses, reproduction, subcontractor services and other direct project expenses as requested by the client.

* Telephone, equipment, and fax are included in the above hourly costs.

* Direct expenses including blacklining, commercial CAD plotting, sub-consultant expense, issuance of specially endorsed insurance certificate, and direct costs are billed at cost plus 5% unless stated otherwise in the proposal.

HOURLY RATE SCHEDULE



HOURLY RATE SCHEDULE

RKA proposes to provide any requested professional engineering support services on a “time and materials” basis per the Hourly Rate Schedule shown below.

Project Principal	\$	170.00
Project Manager	\$	140.00
Assistant Project Manager	\$	130.00
Project Engineer/Designer	\$	115.00
Plan Check Engineer	\$	140.00
Engineering Technician	\$	75.00
Public Works Inspector	\$	85.00
Public Works Inspector (Prevailing Wage)	\$	105.00
Administrative/Clerical	\$	60.00

- All charges for subcontracted services will be in the same amounts as actually invoiced to and paid by RKA Consulting Group, plus a 15% markup.
- All charges for reimbursable expenses, such as reproductions, will be billed at direct cost, plus a 15% markup.
- RKA recalibrates its billing rates for professional time each calendar year and reserves the right to raise the billing rate for one or more professional categories by no more than 3% once in twelve calendar months.

TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
 Effective through June 30, 2022

ENGINEERING	
Field Technician	\$80
Engineering Technician	\$95
Assistant CAD Drafter	\$115
Senior CAD Drafter	\$135
Associate Designer	\$140
Senior Designer	\$150
Design Project Manager	\$185
Assistant Engineer	\$120
Staff/Associate Civil Engineer	\$145
Senior Civil Engineer	\$195
Traffic Analyst Technician	\$110
Associate Traffic Analyst	\$130
Senior Traffic Analyst	\$150
Professional Transportation Planner	\$165
Traffic Engineer Technician	\$95
Associate Traffic Engineer	\$145
Traffic Engineer	\$165
Senior Traffic Engineer	\$185
Project Manager	\$170
Senior Project Manager	\$185
Deputy City Engineer	\$160
City Engineer	\$175
Principal Engineer	\$195

CONSTRUCTION MANAGEMENT	
Labor Compliance Analyst	\$135
Funds Coordinator	\$140
Utility Coordinator	\$150
Office Engineer	\$135
Construction Inspector	\$135
Senior Construction Inspector	\$145
Construction Manager	\$185
Resident Engineer	\$185
PUBLIC WORKS INSPECTION	
Public Works Inspector	\$135
Senior Public Works Inspector	\$145
Supervising PW Inspector	\$150
SURVEY AND MAPPING	
Survey Analyst	\$135
Senior Survey Analyst	\$145
2-Man Survey Crew	\$310
Survey & Mapping Specialist	\$175
Licensed Land Surveyor	\$190
FUNDING & GRANT WRITING	
Funds Analyst	\$130
Senior Funds Analyst	\$140
Graphic & Rendering Designer	\$125
Grant Writer	\$155
Funds & Grant Project Manager	\$175

BUILDING & SAFETY	
Permit Technician	\$85
Plan Check Technician	\$90
Building Inspector	\$110
Senior Inspector	\$125
Plans Examiner/Checker	\$135
Plan Check Engineer	\$150
Deputy Building Official	\$150
Building Official	\$160
PLANNING	
Community Development Technician	\$80
Planning Technician	\$85
Assistant Planner	\$120
Associate Planner	\$135
Senior Planner	\$155
Planning Manager	\$165
ADMINISTRATIVE STAFF	
Administrative/Clerical	\$65
Project Accountant	\$80

The rates are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic





On-Call Professional Services



Hourly Rates

The following are the hourly rates for each classification, effective October 1, 2021

<u>Staff Member</u>	<u>Rates per hour</u>
Principle Licensed Engineer/Surveyor, CEO Jeff Meiter	\$170
Project Manager / Senior Civil Engineer Jorge Alvarado	\$140
Lead Civil Engineer David Hwan	\$130
Design Engineer Joshua Hernandez	\$110
CAD Drafter / Designer Chuefeng Moua	\$100
Junior Engineer Kantkaw Kyaw	\$85
Senior Administrative Assistant Belinda Meiter	\$65
Administrative Assistant Kim Gonzales	\$50
Two-man survey party	\$225
Two-man survey party (prevailing wage)	\$265
Aerial photogrammetric survey	Project basis

*A calendar increase of 3% will be applied to the hourly rates, unless previously negotiated.

Monterey Park GHAD Board Staff Report

DATE: January 19, 2022

AGENDA ITEM NO: Public Hearing No. 4A

TO: The Honorable Chairperson and Board of Directors
FROM: Jon Turner, Acting City Planner
SUBJECT: Continuation of the Monterey Park Geologic Hazard Abatement District ("MPK GHAD")

RECOMMENDATION:

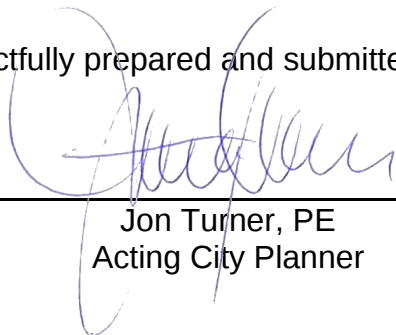
It is recommended that the Board of Directors consider:

1. Continuing the continued public hearing to March 2, 2022; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY

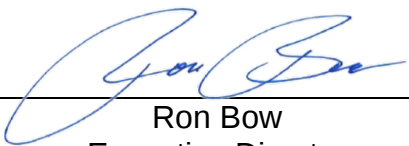
On November 3, 2021, the City Council continued the public hearing item determining whether the assessment identified in the Engineer's Report approved by City Council at the September 15, 2021 meeting may be imposed upon the GHAD's jurisdiction to January 19, 2022. Staff is requesting the continuation of this item to the March 2, 2022 meeting.

Respectfully prepared and submitted by:



Jon Turner, PE
Acting City Planner

Approved by:



Ron Bow
Executive Director

Reviewed by:



Joaquin Vazquez, Deputy General Counsel for
Karl H. Berger
General Counsel

ATTACHMENTS

1. November 3, 2021 - Staff Report

Staff Report
January 19, 2022

ATTACHMENT 1
November 3, 2021 – Staff Report

Monterey Park GHAD Board Staff Report

DATE: November 3, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 4A

TO: The Honorable Chairperson and Board of Directors

FROM: Jon Turner, Acting City Planner

SUBJECT: Monterey Park Geologic Hazard Abatement District ("MPK GHAD")

RECOMMENDATION:

It is recommended that the Board of Directors consider:

1. Opening the public hearing;
2. Receiving documentary and testimonial evidence;
3. Closing the public hearing;
4. Adopting a Resolution levying assessments within the District (Attachment 1);
and
5. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it establishes rules and procedures to implement government funding mechanisms; 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 Resolution does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

EXECUTIVE SUMMARY

Following formation of the GHAD on September 15, 2021, the GHAD Board of Directors adopted a Resolution setting the date for a public hearing to determine whether the assessment identified in the Engineer's Report may be imposed upon the GHAD's jurisdiction. November 3rd is the public hearing date for that determination.

BACKGROUND

On September 15, 2021, the Board of Directors held a public hearing regarding the GHAD installation of the maintenance activities and reimbursement and set a public hearing for November 3, 2021 imposing the assessments as outlined in the Engineer's Report. A Proposition 218 ballot was mailed out to the property owner outlining the

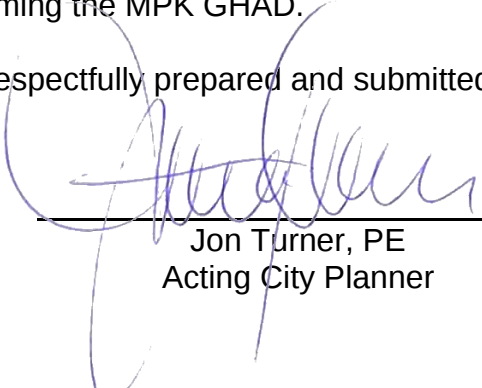
proposed assessments. As set forth in the Engineer's report, the assessment is \$275,000 per year.

Notice regarding the public hearing was sent to all property owners affected by the proposed assessment. If, at the close of the public hearing, there is a majority of property owners that vote against the assessment, then the assessment will not become effective. Here, one property owner is affected by the proposed assessment.

FISCAL IMPACT

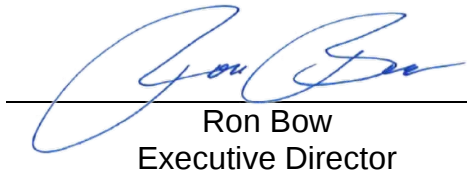
There is no fiscal impact for the Board of Directors. The developer of the Good Views development is required to reimburse the Board of Directors for all costs associated with forming the MPK GHAD.

Respectfully prepared and submitted by:



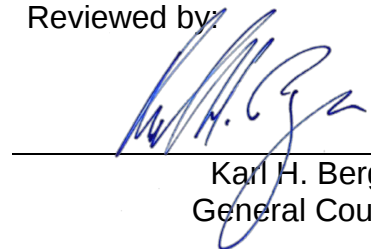
Jon Turner, PE
Acting City Planner

Approved by:



Ron Bow
Executive Director

Reviewed by:



Karl H. Berger
General Counsel

ATTACHMENTS

1. Resolution levying the assessments of the MPK GHAD

Staff Report
November 3, 2021

ATTACHMENT 1
Draft Resolution – GHAD Assessments

MPK GHAD RESOLUTION NO. ____

**A RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS FOR THE
MONTEREY PARK GEOLOGIC HAZARD ABATEMENT DISTRICT LEVYING
ASSESSMENTS WITHIN THE DISTRICT.**

The Board of Directors of the Monterey Park Geologic Hazard Abatement District ("MPK GHAD") does resolve as follows:

SECTION 1: The Board of Directors finds as follows:

- A. The Monterey Park Geologic Hazard Abatement District ("MPK GHAD") was established for the purpose of preventing, mitigating, abating and controlling geologic hazards, pursuant to Public Resources Code §§ 26500, *et seq.*
- B. The MPK GHAD Board of Directors was presented with an Engineer's Report for the District prepared by a registered professional engineer certified in the State of California in compliance with Public Resources Code § 26651(a) and § 4(b) of Article XIIID of the California Constitution. The Engineer's Report is attached to Resolution No. 12267, adopted Wednesday, September 15, 2021, and incorporated by reference.
- C. The Engineer's Report describes the administration, monitoring and maintenance of improvements related to geologic hazards management within the MPK GHAD and explains the estimated budget, the total assessment that will be chargeable to the entire MPK GHAD, the assessment to be levied against each parcel of property within the boundaries of the MPK GHAD, and a description of the method used in formulating the assessment.
- D. The MPK GHAD Board of Directors approved the Engineer's Report pursuant to MPK GHAD Resolution No. 12267 on Wednesday, September 15, 2021, and found that a reliable source of funding is required to pay for the cost and expenses of maintaining and operating MPK GHAD improvements acquired or constructed for the MPK GHAD pursuant to Public Resources Code §§ 26500, *et seq.*
- E. The special benefit derived from the MPK GHAD by each parcel is proportionate to the entire costs of the MPK GHAD, and the amount of the assessment is proportional to, and no greater than, the benefits conferred on each parcel. The assessment does not exceed the reasonable cost of the proportional special benefit conferred on each parcel.
- F. Public Resources Code §§ 26650, *et seq.* authorize, after a noticed public hearing, the levy and collection of an assessment upon specially benefited

property within the MPK GHAD to pay for the maintenance and operation of MPK GHAD improvements. Article XIID of the California Constitution imposes additional requirements for the levy and collection of an assessment.

- G. On Wednesday, November 3, 2021, the Board held a public hearing to consider the results of a protest proceeding conducted in accordance with California Constitution Article XIID, § 4.
- H. The Board further finds that levying assessments on the lots and parcels within MPK GHAD is exempt from environmental review under Public Resources Code §§ 26601 and 21080(b)(4), as the California Environmental Quality Act does not apply to actions necessary to prevent or mitigate an emergency and all activities in furtherance of the MPK GHAD are deemed necessary to prevent or mitigate an emergency.
- I. It is in the public interest for the MPK GHAD to levy the assessments described in this Resolution.

SECTION 2: The total number of protest ballots mailed or provided to property owners eligible to file a protest ballot was one. The number of valid protest ballots received by the MPK GHAD at the end of the public hearing was _____. Because the valid number of protests received by the MPK GHAD did not represent a majority protest, the Board is authorized to levy the assessment.

SECTION 3: Assessments. The Board of Directors orders the levy and collection of the annual assessment against the lots and parcels within MPK GHAD as set forth in the Engineer's Report.

SECTION 4: Recording. The Board of Directors directs the Clerk to file, in the office of the County Recorder for the County of Los Angeles, a copy of the assessment diagram, and comply with all other requirements set forth in Streets and Highways Code § 3114.

SECTION 5: Collection. The assessments set forth in the Engineer's Report will be collected by the County Tax Collector in accordance with the procedures set forth in Public Resources Code § 26654.

SECTION 6: Separate Fund. The revenues received by the MPK GHAD as a result of the assessments to be levied pursuant to this resolution will be placed in a fund identified as the "Monterey Park Geologic Hazard Abatement District Fund." Payments from this fund can only be used in accordance with applicable law.

SECTION 7: Environmental Assessment. The Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because it establishes rules and procedures to implement government funding

mechanisms; 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 Resolution does not constitute a “ project” that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

SECTION 8: *Electronic Signatures*. Pursuant to Monterey Park Municipal Code § 3.95.020, 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 9: The Clerk is directed to certify the adoption of this Resolution.

SECTION 10: This Resolution becomes effective immediately upon adoption.

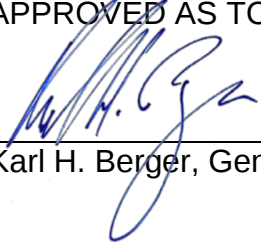
PASSED, APPROVED AND ADOPTED this ___ day of ____ 2021.

Yvonne Yiu, Chairperson

ATTEST:

Vincent D. Chang, Clerk

APPROVED AS TO FORM:



Karl H. Berger, General Counsel



City Council Staff Report

DATE: January 19, 2022

AGENDA ITEM NO: Public Hearing No. 4B

TO: The Honorable Mayor and City Council

FROM: Steve Sizemore, Interim Director of Community Development

SUBJECT: Consideration of Resolutions of the City Council of the City of Monterey Park adopting an Addendum to the Final Environmental Impact Report (Focused General Plan Update Final EIR, State Clearinghouse Number 2001011074, dated June 2019) and approving General Plan Amendments for the update of the Housing Element (GPA 21-01), Safety and Community Services Element (GPA 21-02) and adding a new Environmental Justice Element (GPA 21-03) of the Monterey Park General Plan

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening a public hearing and taking testimonial and documentary evidence;
2. After closing the public hearing and considering the evidence submitted during that public hearing:
 - a. Adopt Resolution No. _____ approving an Addendum to the Final Environmental Impact Report certified in 2019 for the Land Use Element to the General Plan (Focused General Plan Update Final EIR, State Clearinghouse Number 2001011074, dated June 2019);
 - b. Adopt Resolution No. _____ revising the Housing Element (GPA 21-01) to the Monterey Park General Plan. Resolution No. _____ would also delegate authority to the City Manager, or designee, to make technical changes and other, non-substantive, edits to the 2021-2029 Housing Element, in a form approved by the City Attorney, that may result from HCD's review for final certification of the Housing Element, without further City Council consideration or re-adoption of the 2021-2029 Housing Element;
 - c. Adopt Resolution No. _____ revising the Safety and Community Services Element (GPA 21-02) to the Monterey Park General Plan;
 - d. Adopt Resolution No. _____ adding a new Environmental Justice Element (GPA 21-03) to the Monterey Park General Plan: and
3. Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act)

The City prepared a comprehensive update to the Housing Element, a revision of the existing Safety and Community Services Element, and drafted a new Environmental Justice Element to the City of Monterey Park General Plan (collectively, the “Project”).

After considering the Project, the Interim City Planner determined that the Final Environmental Impact Report (State Clearinghouse No. 2001011074, dated June 2019) certified by the City Council in 2019 for the Land Use Element (the “FEIR”), is of continuing informational value under the California Environmental Quality Act (“CEQA”). Consequently, an Addendum was drafted for City Council consideration in accordance with CEQA Guidelines § 15164 and is incorporated as Exhibit 1 to the draft Resolution. If adopted, the Resolution would approve the Addendum to the FEIR for purposes of analyzing the Project.

EXECUTIVE SUMMARY:

California law requires counties and cities to prepare and adopt a housing element as part of its General Plan. The Housing Element must provide goals, policies, quantified objectives, and scheduled programs to preserve, improve, and develop housing. Additionally, the Housing Element must identify and analyze existing and projected housing needs for all economic segments of the community.

Separately, the Safety and Community Services Element is being updated to bring the General Plan into compliance with current California law.

The Government Code requires the City to add an Environmental Justice Element when the City Council concurrently updates two or more General Plan Elements. The Environmental Justice Element includes goals, policies, and objectives that aim to reduce health risks to any identified disadvantaged communities, promote civic engagement, and prioritize the needs of disadvantaged communities.

In accordance with these mandates, the City prepared the required documents, conducted public outreach and is now submitting to the City Council for its consideration.

BACKGROUND:

The Project consists of a comprehensive update to the Housing Element, a revision of the existing Safety and Community Services Element, and addition of a new Environmental Justice Element to the City of Monterey Park General Plan.

California law requires that housing elements be updated every eight years (Government Code Sections 65580 to 65589.8). The Project would update to the City of Monterey Park Housing Element as part of the sixth cycle of housing element updates. For Monterey Park, the planning period runs from October 15, 2021 through October 15, 2029. The 2021 Housing Element Update identifies residential dwelling unit sites adequate to accommodate a variety of housing types for all household income levels and needs of

special population groups, as defined under Government Code Section 65583. Among other things, the Project analyzes governmental constraints to housing maintenance, improvement, and development; addresses conservation and improvement of the condition of existing affordable housing stock; and outlines policies that promote housing opportunities for all persons.

The draft Housing Element establishes objectives, policies, and programs to assist the City in achieving state-mandated housing goals. Any rezoning or other land use changes would be considered in the future. Those, along with any proposed development, would require separate environmental evaluation as potential impacts are location-specific and cannot be assessed in a meaningful way until a project site and development proposal are identified.

The Project also includes revisions to the Safety and Community Services Element to be consistent with California law regulating evacuation routes and climate change vulnerability. Further, the Project includes a new Environmental Justice Element consistent with Government Code § 65302.

This Element includes goals, policies, and objectives that aim to reduce health risks to any identified disadvantaged communities; promote civic engagement; and prioritizes the needs of disadvantaged communities as defined by Government Code § 65302(h)(4)(A) and Health and Safety Code § 39711.

CEQA requires the City to conduct an environmental assessment of a project that is subject to CEQA and make an appropriate environmental determination. The City certified a Final Environmental Impact Report for the 2019 Land Use Element that was approved by the City Council and ratified by a vote of the residents of Monterey Park.

For this Project, the Interim City Planner determined that only minor or technical changes to the previously certified FEIR are necessary and that that preparation of an Addendum pursuant to CEQA Guidelines Section 15164 is appropriate.

HOUSING ELEMENT

The Housing Element is one of eight State-mandated elements in the General Plan. California law requires that housing elements be updated every eight years (Government Code Sections 65580 to 65589.8). The Housing Element identifies the City's housing conditions and needs, and establishes the goals, objectives, and policies that comprise the City's housing strategy to accommodate projected housing needs.

This includes facilitating development of adequate housing for low-income households and for special-needs populations (e.g., unhoused people, seniors, single-parent households, large families, and persons with disabilities). The Housing Element is being updated as part of California's 6th cycle Regional Housing Needs Assessment (RHNA) allocation. For Monterey Park, the planning period runs from October 15, 2021 through October 15, 2029.

The 2021-2029 Housing Element would bring the Element into compliance with California law enacted since the City's adoption of the 2013-2021 Housing Element and with the current Southern California Association of Governments' (SCAG's) Regional Housing Needs Assessment (RHNA).

The 2021-2029 Housing Element includes the following components, as required by California law:

- An assessment of the City's population, household, and housing stock characteristics, existing and future housing needs by household types, and special needs populations.
- An analysis of resources and constraints related to housing production and preservation, including governmental regulations, infrastructure requirements and market conditions such as land, construction, and labor costs as well as restricted financing availability.
- Identification of the City's quantified objectives for the 2021-2029 RHNA and inventory of sites determined to be suitable for housing.
- Opportunities for Conservation in Residential Development: California law requires cities to identify opportunities for energy conservation in residential development.
- Review of the 2013-2021 Housing Element to identify progress and evaluate the effectiveness of previous policies and programs.
- A Housing Plan to address the City's identified housing needs, including housing goals, policies, and programs to facilitate the 2021 Housing Element Update (6th Cycle).

An important component of the Housing Element is the assignment of regional housing (RHNA) needs by the Southern California Association of Governments (SCAG). SCAG determined a final RHNA Allocation of 5,257 units for the City of Monterey Park.

Of these units, 2,146 must be affordable to lower-income households as shown in Table 1.

TABLE 1

City of Monterey Park 6th Cycle Regional Housing Needs Allocation by Income				
<u>Income Category</u>				
	Low	Moderate	Above Moderate	Total Units
RHNA Housing Units	2,146	848	2,263	5,257

California law requires local jurisdictions to identify enough future housing sites inventory to not only cover the jurisdiction's 6th Cycle RHNA but to also provide for an additional buffer capacity above the RHNA. The buffer capacity is required to accommodate realistic production rates of affordable housing units; plus having the buffer can allow for instances when a smaller residential project may have to be considered for a given property.

The "No Net Loss" Law (Government Code Section 65863) requires maintenance of sufficient sites to meet the RHNA for all income levels throughout the planning period. With this required buffer, the number of housing units identified in the Housing Element is approximately 5,262.

Monterey Park anticipates meeting its RHNA requirements for the 6th Cycle planning period. Changes to zoning is not currently required for Monterey Park to accommodate any shortfall of sites. The draft Housing Element does, however, commit the City to consider amending the Monterey Park Municipal Code, if necessary, to allow 30 dwelling units per acre in the R-3 zone. The Sites Inventory shows a surplus of 295 lower income units, approximately 15 percent above the RHNA allocation after subtracting RHNA credits.

The City's lower-income household RHNA will be met through underutilized nonvacant sites. Moderate and above moderate income RHNA allocation will be met through vacant and underutilized nonvacant units. The results of the residential sites inventory are presented in Table 2.

Table 2

Monterey Park Adequacy of Residential Sites Inventory				
	Lower Income	Moderate Income	Above Moderate Income	TOTAL
RHNA Allocation	2,146	848	2,263	5,257
Planned and Approved Units	56	0	173	229
ADUs Anticipated	68	12	48	128
Remaining RHNA	2,022	836	2,042	4,900
Units on Vacant Sites	18	0	64	82
Units on Nonvacant Sites	2,299	851	1,989	5,139
Total Units	2,317	851	2,053	5,221
Total Unit Surplus	295	15	11	321

The Housing Element update also includes a Housing Plan to address the City's identified housing needs, which establishes the City's housing goals, policies, and implementing programs. Some of the implementing programs include specific recommendations for amending the Monterey Park Municipal Code (MPMC). These include:

- Increase the density in the R-3 zone to 30 du/ac and increase the height limit to the extent allowed by City Council authority.
- Change the North Atlantic, Mid Atlantic and Garvey-Garfield Specific Plans and replace them with zone districts consistent with the Land Use Element.
- As needed, provide updates to multi-family residential parking standards and parking standards in the Central Business Commercial Zoning District.
- Allow, by right, a mix of multifamily dwelling types and sizes that are compatible in scale and form with detached single-family homes, such as duplexes, triplexes, fourplexes, courtyard buildings, and townhouses within low density residential zones.
- Sites Used in Previous Planning period Housing Element: allow by-right approval for housing developments proposed for non-vacant sites included in one previous housing elements inventory and vacant sites included in two previous housing elements.
- Mixed Use Sites: establish a minimum percentage of residential development in zoning districts allowing a mix of residential and commercial uses.
- Affordable Housing Development Incentives: reflect the Density Bonus requirements of Government Code § 65915 and 65400.

Community participation is an important component of the development of the Housing Element. The Government Code states that the local government must make “a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element.” Monterey Park provided opportunities to solicit input from stakeholders and community members through interviews, community workshops, a project-specific website, a participatory mapping activity, and public meetings.

To reach the largest and broadest spectrum of community members and stakeholders, The City mailed postcards to all residents in Monterey Park announcing the Housing Element update providing a website link and contact information, in English, Spanish and Chinese. Postcards were sent to approximately 23,000 addresses. The City also utilized regular posts to the City's social media accounts, regular “e-blasts” to interested parties, distributed printed workshop flyers to libraries, City Hall, and community center, and as part of Lunches for Seniors program, and an advertisement in Cascades Newspaper mailed to all addresses within City limits.

In addition to the above outreach, three small group interviews of Community members were conducted on July 20, and July 22, 2021 and a virtual workshop was hosted via Zoom on August 5, 2021. On November 4, 2021, a second virtual workshop was hosted

via Zoom. In addition, the City created a separate project website dedicated to the Housing Element update. The project website provided detailed background information on the Housing Element, frequently asked questions, and related housing resources. Project materials associated with the Housing Element update were regularly posted on the project website, including flyers for upcoming workshops, and virtual workshop PowerPoint presentations and video recordings.

A link on the website enabled people to sign up for project email updates and provide comment at any time throughout the project process. Website content was available in eight languages, including English, Chinese Japanese, Korean, Vietnamese, Filipino, Russian, and Spanish. A presentation on the Housing Element update was provided to the City Council at a regularly scheduled City Council meeting on July 21, 2021 and October 6, 2021. Also, the draft Housing Element update was posted to the project website and made available for public comment from October 1-December 6, 2021.

Unlike other elements in the General Plan, the Housing Element is subject to review by the California Department of Housing and Community Development ("HCD"). The Legislature empowered HCD to review and, if appropriate, certify housing elements submitted by counties and cities across California. HCD's certification of the Housing Element helps ensure that the City is eligible for various state grants and also assists the City in defending against any challenges to its land use decisions affecting housing.

The Housing Element was forwarded to HCD for a mandatory 60-day review on October 7, 2021. On December 6, 2021, the City received HCD's findings letter that outlined proposed changes to the draft 2021-2029 Housing Element. HCD's comments were incorporated into the draft Housing Element under consideration.

Should the City Council adopt the proposed Housing Element, then it will be submitted for HCD's final review. HCD will then issue its opinion as to whether the adopted Housing Element complies with California's housing laws. HCD has 90 days to complete its review of the adopted Housing Element.

To ensure a timely completion of the Housing Element, the draft Resolution proposes to delegate authority to the City Manager, or designee, to make non-substantive edits to the Housing Element to secure final certification of the Housing Element by HCD.

SAFETY AND COMMUNITY SERVICES ELEMENT

The amendments to the Safety and Community Services Element would update the Element in accordance with California law. Review of the Safety Element is ordinarily required every eight years, concurrent with the City's adoption of either the Housing Element or the City's Local Hazard Mitigation Plan. Additionally, the City is required to identify and update information related to seismic and geologic hazards, evacuation routes, flood hazards, and fire hazards with each update to the Safety Element. Updates must also include a vulnerability assessment resulting from climate change and, separately, to identify and evaluate evacuation routes.

The proposed amendment to the Safety and Community Element satisfies the requirements of California as set forth in the draft Resolution.

As to climate change, the draft Safety and Community Services Element finds that the City is expected to experience more frequent extreme heat events and warmer summer nights; intense precipitation events; extended drought; and degraded air quality.

ENVIRONMENTAL JUSTICE ELEMENT

California law requires the City to add an Environment Justice Element to the General Plan whenever two or more other elements are concurrently amended. The Environmental Justice Element includes goals, policies, and objectives that aim to reduce health risks to any identified disadvantaged communities (as defined by California law); promote civic engagement; and prioritize the needs of disadvantaged communities.

California defines “environmental justice” as “the fair treatment and meaningful involvement of people of all races, cultures and incomes, and national origins, with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies” (Government Code § 65040.12). Environmental justice includes the following:

- Availability of a healthy environment for all people;
- Deterrence, reduction, and elimination of pollution burdens for populations and communities experiencing the adverse effects of that pollution, so that the effects of the pollution are not disproportionately borne by those populations and communities;
- Implementing technical assistance to populations and communities most impacted by pollution to promote their meaningful participation in all phases of the environmental and land use decision-making process; and
- The meaningful consideration of recommendations from populations and communities most impacted by pollution into environmental and land use decisions.

Disadvantaged communities are based on geographic, socioeconomic, public health, and environmental hazard criteria. The California Environmental Protection Agency uses CalEnviroScreen to identify disadvantaged communities throughout California.

Based upon this screening, there is one census tract (out of 15) that includes a disadvantaged community: Census Tract 6037530400. This disadvantaged community is located along the southwestern edge of the City’s jurisdictional boundaries adjacent to the community of East Los Angeles (and East Los Angeles College).

The draft Environmental Justice Element includes goals and policies related to ensuring environmental justice in the City, particularly for the designated disadvantaged community.

The City is committed in ensuring that decisions related to environmental laws, regulations and policies are made in an equitable manner and take into consideration the health and well-being of the City's most vulnerable populations. Issues identified in the Element include:

- Meaningful Public Participation and Engagement
- Land Use and Pollution Exposure
- Creating Active and Passive Green Spaces
- Public Facilities
- Food Equity
- Healthy and Affordable Housing
- Emergency Response

The proposed Environmental Justice Element adds new policy to the General Plan focused to improve public health and the environment within disadvantaged neighborhoods. Many of the new policies were derived from existing policy and focus on environmental justice. However, there are also new policies created to fully meet state requirements and address community concerns as it relates to Environmental Justice.

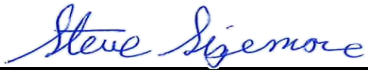
Staff's review of the document has determined that new environmental justice policies do not create conflict with existing Land Use Element policies or with policies in the remaining elements of the General Plan.

The General Plan updates reflect the Communities values and have been prepared to be consistent with State law. On this basis, staff is recommending approval of all three General Plan Amendments and the associated Addendum to the FEIR.

FISCAL IMPACT:

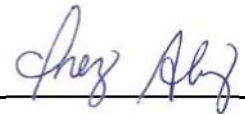
The Community Development Department 2022/2023 budget will include a work program to implement the programs identified in the Element updates. Costs and funding sources will be outlined in the work program.

Respectfully submitted by:



Steve Sizemore
Interim Director of Community
Development

Prepared by:



Inez Alvarez
Assistant City Manager

Approved by:



Ron Bow
City Manager



Karl H. Berger
City Attorney

ATTACHMENT(S):

1. Addendum Resolution
2. Housing Element Resolution
3. Safety and Community Services Element Resolution
4. Environmental Justice Element Resolution

Resolution _____
January 19, 2022

ATTACHMENT 1

Addendum Resolution

RESOLUTION NO _____

A RESOLUTION APPROVING AN ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT (FOCUSED GENERAL PLAN UPDATE FINAL EIR, STATE CLEARINGHOUSE NUMBER 2001011074, DATED JUNE 2019) FOR THE UPDATE TO THE HOUSING ELEMENT (GPA 21-01); AN UPDATE TO THE SAFETY AND COMMUNITY SERVICES ELEMENT (GPA 21-02); AND A NEW ENVIRONMENTAL JUSTICE ELEMENT (GPA 21-03) OF THE MONTEREY PARK GENERAL PLAN

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

SECTION 1: The City Council finds and declares that:

- A. The Interim City Planner prepared amendments to Monterey Park General Plan consisting of an update to the Housing Element; an update to the Safety and Community Services Element; and a new Environmental Justice Element (collectively, the “Project”);
- B. In addition, the Interim City Planner reviewed the Project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”);
- C. Notices of Public Hearings before the City Council were duly given and published in the time, form and manner as required by law; and on January 19, 2022, the City Council held a public hearing regarding the Project;
- D. This Resolution, and its findings, is adopted based upon the evidence set forth in the entire record including, without limitation, documentary testimonial evidence; the staff report; and such additional information set forth in the entire administrative record that is too voluminous to reference but is on file with the City Clerk’s office.

SECTION 2: Planning Agency. Pursuant to MPMC § 2.56.020(A), the City Council will act as the Monterey Park Planning Agency for purposes of considering the Project.

SECTION 3: Environmental Assessment. The City Council finds that the following facts exist and makes the following conclusions:

- A. The City of Monterey Park certified the Monterey Park Focused General Plan Update Final EIR (2019 General Plan EIR, State Clearinghouse Number 2001011074, dated August 2019) for an update to the Land Use Element at a public hearing conducted on December 5, 2019 (the “FEIR”). A copy of the FEIR, Draft EIR and and Addendum is available at [https://www.montereypark.ca.gov/DocumentCenter/View/12568/MontereyPark CEQA Addendum with-EIR](https://www.montereypark.ca.gov/DocumentCenter/View/12568/MontereyPark_CEQA_Addendum_with-EIR) and incorporated by this reference as it is too voluminous to include;

- B. Pursuant to CEQA Guidelines § 15164, the FEIR is of continuing informational value;
- C. Only minor or technical changes to the FEIR are necessary. Consequently, preparation of this Addendum pursuant to CEQA Guidelines § 15164 is appropriate.

SECTION 4: Findings and Conclusions. In considering the potential environmental impacts of the Project, the City Council finds:

- A. The Project identifies a range of tentatively reserved property sites that could be developed to meet the City's sixth cycle RHNA. Development, however, would occur in the same areas as those allowed in the Land Use Element of the General Plan, i.e., there would be no changes to the land use designations or land use maps and no change to the General Plan boundaries;
- B. New dwelling units identified in the Project would not adversely affect impacts related to wildfire in the General Plan Area to a greater extent than buildout under the General Plan and analyzed in the FEIR. Accordingly, impacts would remain less than significant, i.e., the same as impacts identified in the 2019 General Plan EIR;
- C. The Safety and Community Services Element Update would update information related to hazards and would provide policies related to risk reduction, emergency preparedness, and evacuation and would therefore not have adverse impacts;
- D. The housing units identified under the Housing Element update to satisfy the City's RHNA obligation are within the growth allowed under the General Plan and assessed in the FEIR.
- E. The Safety and Community Services Element Update and Environmental Justice Element would update or add information and goals, policies, and objectives to be consistent with California law and would not change growth assumptions or buildout assessed in the FEIR;
- F. The Project would not result in new or more severe impacts (direct or indirect) than were analyzed in the FEIR. The PROJECT would not result in impacts (direct or indirect) beyond those addressed or analyzed in the FEIR, nor would the Project present new information that shows new or more severe impacts than those described in the FEIR. Consequently, the Project is within the scope of the FEIR and no additional environmental assessment is required.

SECTION 5: Actions. The City Council approves the Addendum to the FEIR which is incorporated by reference and available in the link provided in Section 3 of this resolution. Except as updated by the Addendum, the FEIR remains unamended.

SECTION 6: Reliance on Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and

written, contained in the entire record relating to the City Council and applicable law. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: *Summaries of Information.* All summaries of information in the findings, which precede this Section, are based on the substantial evidence in the record including, without limitation, verbal and documentary evidence submitted to the Successor Agency. The absence of any fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 8: *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 9: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

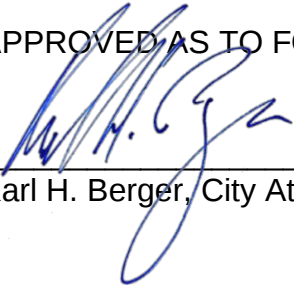
PASSED, APPROVED, AND ADOPTED this 19th day of January 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Resolution _____
January 19, 2022

ATTACHMENT 2

Housing Element Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO 21-01(GPA 21-01) ADOPTING THE DRAFT 2021-2029 HOUSING ELEMENT OF TO MONTEREY PARK GENERAL PLAN

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

SECTION 1. The City Council finds and declares that:

- A. The Interim City Planner prepared an amendment to the Housing Element of the Monterey Park General Plan (the “Housing Element” or “Project”). Because of its volume, the Housing Element is available for public review at https://www.montereypark.ca.gov/DocumentCenter/View/12599/Housing-Element_CityCouncilDraft_011322-1
While not attached to this Resolution as an exhibit, the Project is nevertheless incorporated by reference as if fully set forth;
- B. In addition, the Interim City Planner reviewed the Project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”);
- C. The Interim City Planner completed review and scheduled a public hearing regarding the Project before the City Council for January 19, 2022. Notice of the public hearing was posted and mailed as required by the Monterey Park Municipal Code (“MPMC”);
- D. January 19, 2022, the City Council opened the public hearing to receive public testimony and other evidence regarding the proposed Project including, without limitation, information provided to the City Council by City staff and public testimony, and representatives of the Applicant;
- E. This Resolution and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its January 19, 2022 public hearing including, without limitation, the staff report submitted by the Interim City Planner.

SECTION 2. Planning Agency. Pursuant to MPMC § 2.56.020(A), the City Council will act as the Monterey Park Planning Agency for purposes of considering the Project.

SECTION 3. Factual Findings and Conclusions. The City Council finds that the following facts exist and makes the following conclusions:

- A. As noted comprehensively within the Project, the City solicited public input for completing the Project over a period of 10 months;
- B. Additionally, the City sought review and comment from the California Department of Housing and Community Development (“HCD”) as contemplated by the California

Legislature and required by California law. A draft was provided to HCD on October 27, 2021;

- C. The City's share of the regional housing need was established at 5,257 units in the Regional Housing Needs Assessment (RHNA) Plan prepared and adopted by the Southern California Association of Governments (SCAG) on March 4, 2021. The allocation establishes the number of new units needed, by income category, to accommodate Monterey Park's assigned housing needs during the 2021-2029 planning period.
- D. The 2021 Housing Element Update identifies residential sites adequate to accommodate a variety of housing types for all income levels and needs of special population groups, defined under California law (Government Code § 65583).
- E. No rezoning of sites or formal land use changes or physical development is proposed at this time. Future changes would require environmental evaluation as potential impacts are location-specific and cannot be assessed in a meaningful way until a project site and development proposal are identified.

SECTION 4. *Environmental Assessment.* The findings and conclusions of Resolution No. _____, adopted January 19, 2022, are incorporated by reference. As set forth in that Resolution, the Addendum fully analyzes the environmental impacts of the Project for purposes of CEQA.

SECTION 5. *Approval* The City Council approves the Housing Element. If required by law, the City Manager, or designee, is directed to submit the Project to the State of California for certification.

SECTION 6. *Delegation of Authority.* The City Manager is authorized to make clerical corrections; minor technical changes; and other non-substantive edits to the Housing Element, in a form approved by the City Attorney, to ensure the Housing Element receives final certification from the State of California. Unless substantive changes are required, no additional City Council action is required to ratify such changes.

SECTION 7. *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 8. *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect

regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 9. *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 10. *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 11. This Resolution will remain effective until superseded by a subsequent resolution.

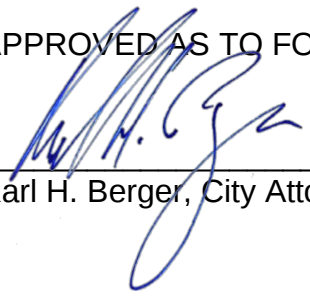
ADOPTED AND APPROVED this _____ day of _____ 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Resolution _____
January 19, 2022

ATTACHMENT 3

Safety and Community Services Element Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO 21-02(GPA 21-02) THE DRAFT SAFETY AND COMMUNITY SERVICES ELEMENT TO THE MONTEREY PARK GENERAL PLAN

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

SECTION 1. The City Council finds and declares that:

- A. The Interim City Planner prepared a new Safety and Community Services Element to the Monterey Park General Plan (the “Safety Element” or “Project”). Because of its volume, the Safety Element is available for public review at https://www.montereypark.ca.gov/DocumentCenter/View/12570/Monterey-Park_SafetyElementUpdate_01132022 . While not attached to this Resolution as an exhibit, the Project is nevertheless incorporated by reference as if fully set forth;
- B. In addition, the Interim City Planner reviewed the Project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”);
- C. The Interim City Planner completed review and scheduled a public hearing regarding the Project before the City Council for January 19, 2022. Notice of the public hearing was posted and mailed as required by the Monterey Park Municipal Code (“MPMC”);
- D. On January 19, 2022, the City Council opened the public hearing to receive public testimony and other evidence regarding the proposed Project including, without limitation, information provided to the City Council by City staff and public testimony, and representatives of the Applicant;
- E. This Resolution and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its January 19, 2022 public hearing including, without limitation, the staff report submitted by the Interim City Planner.

SECTION 2. Planning Agency. Pursuant to MPMC § 2.56.020(A), the City Council will act as the Monterey Park Planning Agency for purposes of considering the Project.

SECTION 3. Factual Findings and Conclusions. The City Council finds that the following facts exist and makes the following conclusions:

- A. As noted comprehensively within the Project, the City solicited public input for completing the Project over a period of 10 months;
- B. The Safety Element update is required to meet the requirements of California law with the adoption of the update to the Housing Element. Among other things, California law requires the City to analyze effects of climate-change;

- C. Government Code § 65302(g) requires the City to identify and update information related to seismic and geologic hazards, evacuation routes, flood hazards, and fire hazards with each update of the Element;
- D. California law requires local agencies to identify evacuation routes and evaluate their capacity, safety, and viability under a range of emergency scenarios and identify residential developments in hazard areas that do not have at least two emergency evacuation routes;
- E. Additionally, California law requires local agencies to identify evacuation routes and evaluate their capacity, safety, and viability under a range of emergency scenarios and identify residential developments in hazard areas that do not have at least two emergency evacuation routes.

SECTION 4. *Environmental Assessment.* The findings and conclusions of Resolution No. _____, adopted January 19, 2022, are incorporated by reference. As set forth in that Resolution, the Addendum fully analyzes the environmental impacts of the Project for purposes of CEQA.

SECTION 5. *Approval* The City Council approves the Safety Element to the Monterey Park General Plan.

SECTION 6. *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7. *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 8. *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 9. *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 10. This Resolution will remain effective until superseded by a subsequent resolution.

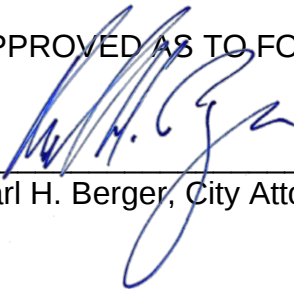
ADOPTED AND APPROVED this _____ day of _____ 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Resolution _____
January 19, 2022

ATTACHMENT 4

Environmental Justice Element Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO 21-03(GPA 21-03) ADOPTING THE DRAFT ENVIRONMENTAL JUSTICE ELEMENT TO THE MONTEREY PARK GENERAL PLAN

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

SECTION 1. The City Council finds and declares that:

- A. The Interim City Planner prepared a new Environmental Justice Element to the Monterey Park General Plan (the “Environmental Justice Element” or “Project”). Because of its volume, the Environmental Justice Element is available for public review at https://www.montereypark.ca.gov/DocumentCenter/View/12571/MontereyPark_EnvironmentalJusticeElement_01132022 . While not attached to this Resolution as an exhibit, the Project is nevertheless incorporated by reference as if fully set forth;
- B. In addition, the Interim City Planner reviewed the Project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”);
- C. The Interim City Planner completed review and scheduled a public hearing regarding the Project before the City Council for January 19, 2022. Notice of the public hearing was posted and mailed as required by the MPMC;
- D. January 19, 2022, the City Council opened the public hearing to receive public testimony and other evidence regarding the proposed Project including, without limitation, information provided to the City Council by City staff and public testimony, and representatives of the Applicant;
- E. This Resolution and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its January 19, 2022 public hearing including, without limitation, the staff report submitted by the Interim City Planner.

SECTION 2. Planning Agency. Pursuant to MPMC § 2.56.020(A), the City Council will act as the Monterey Park Planning Agency for purposes of considering the Project.

SECTION 3. Factual Findings and Conclusions. The City Council finds that the following facts exist and makes the following conclusions:

- A. As noted comprehensively within the Project, the City solicited public input for completing the Project over a period of 10 months;
- B. The City is in the process of updating the Housing and Safety and Community Services Elements of the Monterey Park General Plan. California law requires the City to prepare and maintain an Environmental Justice Element or to incorporate

environmental justice-related goals, policies, and implementation programs in the General Plan's other elements;

- C. The City drafted an Environmental Justice Element incorporating environmental justice-related goals, policies, and implementation programs in the Monterey Park General Plan;
- D. The Environmental Justice Element is consistent with the provisions of the Monterey Park General Plan General Plan and is in compliance with applicable requirements of California law;

SECTION 4. *Environmental Assessment.* The findings and conclusions of Resolution No. _____, adopted January 19, 2022, are incorporated by reference. As set forth in that Resolution, the Addendum fully analyzes the environmental impacts of the Project for purposes of CEQA.

SECTION 5. *Approval.* The City Council approves the Environmental Justice Element to the Monterey Park General Plan.

SECTION 6. *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7. *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 8. *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 9. *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 10. This Resolution will remain effective until superseded by a subsequent resolution.

ADOPTED AND APPROVED 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: January 19, 2022

AGENDA ITEM NO: New Business No. 5A

TO: The Honorable Mayor and City Council
FROM: Ron Bow, City Manager
SUBJECT: A Resolution of the City Council of the City of Monterey Park, California
Appointing Council Representatives to Specific Organizations

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution appointing representatives to specific organizations; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City Council generally appoints representatives to various regional and community organizations annually. Appointments are recommended by the Mayor and confirmed by the City Council.

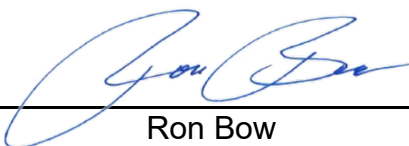
BACKGROUND:

There are currently 11 associations/organizations requiring a City Council representative. One organization, the Los Angeles County Sanitation District, requires the Mayor to be the Council representative. The alternate representative has traditionally been the Mayor Pro Tem. Attached for reference is Resolution No. 12239 which lists the current appointments. The proposed Resolution would set forth the updated appointments.

FISCAL IMPACT:

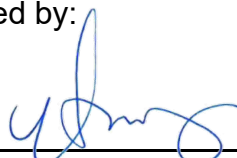
None.

Respectfully submitted by:



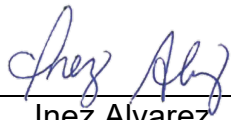
Ron Bow
City Manager

Prepared by:



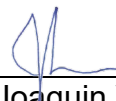
Cindy H. Trang
Deputy City Clerk

Reviewed by:



Inez Alvarez
Assistant City Manager

Reviewed by:



Joaquin Vazquez
Deputy City Attorney

ATTACHMENTS

1. Resolution No. 12239
2. Draft Resolution

Staff Report
January 19, 2022

ATTACHMENT 1

Resolution No. 12239

RESOLUTION NO. 12239

A RESOLUTION ASSIGNING CITY COUNCILMEMBERS TO SPECIFIC ORGANIZATIONS.

The City Council does resolve as follows:

SECTION 1. The City Council finds and declares that:

- A. The City Council of the City of Monterey Park supports Elected Official representation in local associations and organizations.
- B. These specific local associations and organizations require Elected Official and/or staff representation.
- C. The City Council reviews all Committee/Organization assignments annually, and appointments are made at the recommendation of the Mayor, with City Council Approval.

SECTION 2. Council Members are appointed to the following local associations and organizations:

**Board of Education/City Council Joint Use
Committee (Alhambra School District)**

Representative: Henry Lo

Representative: Hans Liang

**Staff
Representative: Director of Recreation
and Community
Services**

California Contract Cities Association

Representative: Yvonne Yiu

Alternate: Henry Lo

Independent Cities Association

Representative: Yvonne Yiu

Alternate:

League of California Cities

Representative: Fred Sornoso

Alternate: Yvonne Yiu

Los Angeles County Sanitation District

Representative: Mayor

Alternate: Mayor Pro Tem

San Gabriel Valley Council of Governments

Representative: Peter Chan

Alternate: Henry Lo

San Gabriel Valley Economic Partnership

Representative: Fred Sornoso

Alternate: Yvonne Yiu

San Gabriel Valley Mosquito Abatement District

Representative: Joseph Leon

Sister City Commission

Representative: Peter Chan

Alternate: Hans Liang

Southern California Association of Governments (SCAG)

Representative: Hans Liang

LAX Roundtable

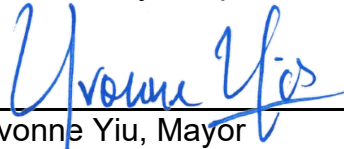
Representative: Yvonne Yiu

Alternate: Henry Lo

SECTION 3. This Resolution takes effect immediately upon its adoption. The City Clerk is directed to certify to the adoption of this Resolution and enter it into the book of original Resolutions.

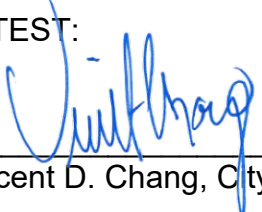
SECTION 4. *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

PASSED, APPROVED, AND ADOPTED this 21st day of April, 2021.



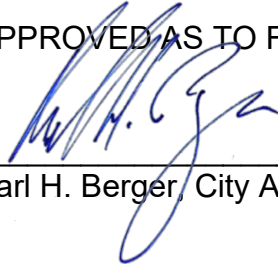
Yvonne Yiu, Mayor

ATTEST:



Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



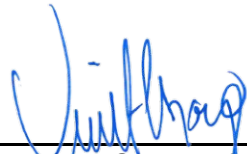
Karl H. Berger, City Attorney

State of California)
County of Los Angeles) §.
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. 12239 was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the 21st day of April, by the following vote:

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

Dated this 21st day of April, 2021.



Vincent D. Chang, City Clerk
Monterey Park, California

Staff Report
January 19, 2022

ATTACHMENT 2

Draft Resolution

RESOLUTION NO.

A RESOLUTION APPOINTING CITY COUNCILMEMBERS TO SPECIFIC ORGANIZATIONS.

The City Council does resolve as follows:

SECTION 1. The City Council finds and declares that:

- A. The City Council of the City of Monterey Park supports elected official representation in certain local associations and organizations.
- B. These specific local associations and organizations require elected official and/or staff representation.
- C. The City Council reviews all committee/organization assignments annually, and appointments are made at the recommendation of the Mayor with City Council approval.

SECTION 2. Council Members and staff are appointed to the following local associations and organizations:

**Board of Education/City Council Joint Use
Committee (Alhambra School District)**

Representative:

Representative:

**Staff
Representative:**

California Contract Cities Association

Representative:

Alternate:

Independent Cities Association

Representative:

Alternate:

League of California Cities

Representative:

Alternate:

Los Angeles County Sanitation District

Representative: Mayor

Alternate: Mayor Pro Tem

San Gabriel Valley Council of Governments

Representative:

Alternate:

San Gabriel Valley Economic Partnership

Representative:

Alternate:

**San Gabriel Valley Mosquito Abatement
District:**

Representative:

Sister City Commission

Representative:

Alternate:

**Southern California Association of
Governments (SCAG)**

Representative:

LAX Roundtable

Representative:

Alternate:

SECTION 3. This Resolution takes effect immediately upon its adoption. The City Clerk is directed to certify to the adoption of this Resolution and enter it into the book of original Resolutions.

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.

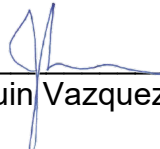
PASSED, APPROVED, AND ADOPTED this day of , 2022.

Henry Lo, Mayor

ATTEST:

APPROVED AS TO FORM:

Vincent D. Chang, City Clerk



Joaquin Vazquez, Deputy City Attorney

Resolution No.

Page 3 of 3

State of California)
County of Los Angeles) §.
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. was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the day of , 2022 by the following vote:

Ayes:	Council Members:
Noes:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated this day of 2022.

Vincent D. Chang, City Clerk
Monterey Park, California

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK APPROVING THE MEMORANDUM OF UNDERSTANDING OF FRIENDSHIP CITY PARTNERSHIP BETWEEN THE CITY OF MONTEREY PARK AND PHU MY TOWN, BA RIA-VUNG TAU PROVINCE, SOCIALIST REPUBLIC OF VIETNAM

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

SECTION 1: The City Council finds as follows:

- A. Phu My Town, Ba Ria-Vung Tau Province, Socialist Republic of Vietnam agreed to establish a mutual friendship city partnership with the City of Monterey Park, California, in United States of America.
- B. In 2018, then Mayor Peter Chan met with representatives from Phu My Town, Ba Ria-Vung Tau Province, Socialist Republic of Vietnam to discuss a memorandum of understanding to foster further responsive relations and cooperation in promoting mutual understanding and friendship. The City Council will designate Councilmember Peter Chan to sign this Memorandum of Understanding.
- C. Monterey Park has historically formed Friendship Cities with several cities overseas to establish better relations and understanding with the culture, foster better communication and exchanges of economic benefits and growth, and to improve development and education.
- D. The friendship city partnership will encourage representative of both cities to visit each other at regular intervals and seek cooperation in the fields of economy, education and culture on the basis of friendship.
- E. The attached memorandum of understanding establishing the friendship city partnership will be signed by both parties in the near future.

SECTION 2: The City Council further declares:

- A. The City of Monterey Park has established a friendship city partnership with Phu My Town, Ba Ria-Vung Tao Province, Socialist Republic of Vietnam.

SECTION 3: This Resolution takes effect immediately upon its adoption.

PASSED AND ADOPTED this 19th day of January 2022.

Henry Lo, Mayor

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GOVERNMENT OF MONTEREY PARK CITY,
CALIFORNIA STATE,
THE UNITED STATES OF AMERICA
AND
THE PEOPLE'S COMMITTEE OF PHU MY TOWN, BA RIA-VUNG TAU PROVINCE,
SOCIALIST REPUBLIC OF VIETNAM
ABOUT FRIENDSHIP CITY PARTNERSHIP ESTABLISHMENT**

The People's Committee of Phu My Town, Ba Ria-Vung Tau Province, Socialist Republic of Viet Nam and Government of Monterey Park City, California, United States of America, hereinafter referred to individually as "each Party" and collectively as "Parties";

On the basis of the comprehensive friendship city partnership between Vietnam and the United States of America;

Based on the aspiration to strengthen the friendly and cooperative relationship between the two Parties: Derived from the requirements of cooperation in economic development, science and technology; culture and education between the two Parties; especially in the field of investment cooperation, promoting the development of trade, tourism, and logistics services, creating a favorable environment for the development between enterprises of the two localities as well as between enterprises of Vietnamese and enterprises of the United States of America.

Agreed as follows:

**Article 1
Purpose**

The People's Committee of Phu My Town, Ba Ria-Vung Tau Province, The Socialist Republic of Vietnam and the City Government of Monterey Park City, California, the United States of America signed this Memorandum of Understanding with the aim of enhancing cooperation, for the development of the two localities, and at the same time, strengthen friendly relations and mutual understanding.

**Article 2
Fields of Cooperation**

Cooperation between the People's Committee of Phu My Town, Ba Ria-Vung Tau Province, the Socialist Republic of Vietnam and the Government of Monterey Park City, California, the United States of America includes the following areas:

- (1) Promoting economic development, especially promoting trade and investment activities, especially in the field of import and export of goods; Logistics services for seaports and airports; and tourism.
- (2) Education, health, vocational training - human resource development;
- (3) Cultural exchanges, sports, tourism;
- (4) Science, technology and digital technology cooperation.

Article 3
Other regulations

1. The People's Committee of Phu My town, Ba Ria-Vung Tau province, the Socialist Republic of Vietnam and City Government of Monterey Park, California, the United States of America will establish a working team of the two sides to develop a specific action plan to implement the cooperation contents of this Memorandum of Understanding, including a plan to exchange and update information on the situation of the two localities, and a plan to regularly exchange delegations as requirements of both parties and evaluate progress in the cooperation process.

2. This Memorandum of Understanding may be amended or supplemented according to the written agreement of the two parties. Amendments and supplements are an integral part of the Memorandum of Understanding.

3. This Memorandum of Understanding takes effect from the date of signing. This Memorandum of Understanding may be terminated at any time when either Party gives written notice of its intention to withdraw from the cooperation agreement at least six months before withdrawing from the Memorandum of Understanding.

The Memorandum of Understanding is made in four copies (Two in Vietnamese and two in English). Each party keeps two copies (one in Vietnamese and one in English) with equal legal validity. In case there are different interpretations, the Vietnamese text will be used as the basis.

**ON BEHALF OF THE GOVERNMENT OF
MONTEREY PARK CITY,
CALIFORNIA STATE,
THE UNITED STATES OF AMERICA
COUNCIL MEMBER
PETER CHAN**

**ON BEHALF OF PEOPLE'S COMMITTEE
OF PHU MY TOWN
BA RIA-VUNG TAU PROVINCE
SOCIALIST REPUBLIC OF VIETNAM
CHAIRMAN**

Date

Date