

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

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

**Wednesday
October 5, 2022
6:30 p.m.**

MISSION STATEMENT

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

GENERAL INFORMATION

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

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

PUBLIC PARTICIPATION

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

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

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS:

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

STAFF COMMUNICATIONS:

- City Clerk's Office
- Fire Department
- Library Services
- Public Works
- Recreation and Community Services Department

[1.] PRESENTATION

1-A. UNITED STATES NAVY 247TH BIRTHDAY CELEBRATION

[2.] OLD BUSINESS – None.

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

3-A. MONTHLY INVESTMENT REPORT – AUGUST 2022

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-B. MINUTES

It is recommended that the City Council consider:

- (1) Approving the minutes from the special meeting of August 1, 2022 at 6:30 p.m.; and
- (2) Taking such additional, related, action that may be desirable.

3-C. BALLOT MEASURE FOR HEALTHCARE WORKER MINIMUM WAGE PETITION

It is recommended that the City Council consider:

- (1) Receive and file this report;
- (2) Adopt a Resolution, upon a 3-0 vote, adding an initiative to the ballot for the regular municipal election to be held November 5, 2024;
- (3) Taking such additional, related, action that may be desirable.

3-D. CONSIDERATION AND POSSIBLE ACTION TO ADOPT THE 2022 CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEREY PARK IN ACCORDANCE WITH THE POLITICAL REFORM ACT

It is recommended that the City Council consider:

- (1) Adopt the resolution amending the City's Conflict of Interest Code; and
- (2) Taking such additional, related, action that may be desirable.

3-E. A RESOLUTION DECLARING THE MONTH OF OCTOBER AS BREAST CANCER AWARENESS MONTH

It is recommended that the City Council consider:

- (1) Adopting a Resolution declaring the month of October as Breast Cancer Awareness Month, and;
- (2) Taking such additional, related, action that may be desirable.

3-F. CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES – HAZARD MITIGATION GRANT PROGRAM UPDATE

It is recommended that the City Council consider:

- (1) Receiving and filing this report, and
- (2) Taking such additional, related, action that may be desirable.

3-G. RESOLUTION RATIFYING THE CITY'S APPLICATION SUBMITTAL AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RECEIVE, AND APPROPRIATE GRANT FUNDS FROM THE DEPARTMENT OF TRANSPORTATION GRANTS

It is recommended that the City Council consider:

- (1) Adopting a Resolution ratifying the City's application submittal and authorizing the City Manager, or designee, to receive and appropriate grant funds from the Department of Transportation Highway Safety Improvement Program and the Safe Streets and Roads for All Discretionary Grant Program; and
- (2) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING

4-A. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION FINDING A PUBLIC NECESSITY TO ACQUIRE REAL PROPERTY THROUGH EMINENT DOMAIN AND AUTHORIZING THE CITY ATTORNEY, OR DESIGNEE, TO FILE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE REAL PROPERTY OWNED BY CENTER INT'L INVESTMENTS ("CII") IDENTIFIED BY ASSESSOR PARCEL NO. 5254-002-031, LOCATED ON GARVEY AVENUE FOR THE PURPOSES OF COMPLETING AND MAINTAINING THE GOODVIEWS ABATEMENT PROJECT ("GAP").

It is recommended that the City Council consider:

- (1) Open the public hearing to receive and file this report;
- (2) After considering the report and any other relevant evidence from the entire administrative record, adopt Resolution No. 22-xx, authorizing the City Attorney, or designee, to commence an eminent domain action for acquiring real property located at Assessor Parcel No. 5254-002-031 (requires an affirmative TWO-THIRDS (2/3) vote of the City Council); or
- (3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The findings set forth in Resolution No. 12553 (adopted June 16, 2021) and Section 2 of Resolution No. 12255 (adopted June 16, 2021), are incorporated by reference. For ease of reference, Resolution No. 12553 certifies the Final Environmental Impact Report for 1688 West Garvey Avenue Project (State Clearinghouse No. 2020070419); Resolution No. 12255 authorizes the GAP to protect public health and safety without the need for additional environmental review (see, *Ca/Beach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

[5.] NEW BUSINESS – None.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN



City Council Staff Report

DATE: October 5, 2022

AGENDA ITEM NO: Consent Calendar - 3A

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

RECOMMENDATION:

It is recommended that the City Council consider:

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

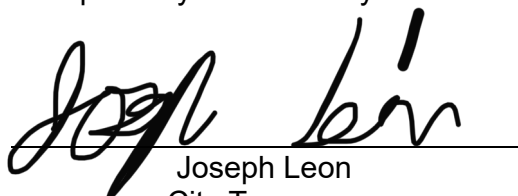
EXECUTIVE SUMMARY:

As of August 31, 2022 invested funds for the City of Monterey Park is \$88,697,579.10.

BACKGROUND:

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

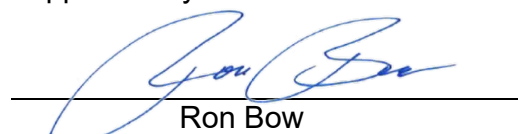
Respectfully submitted by:


Joseph Leon
City Treasurer

Prepared by:


Martha Garcia
Director of Management Services

Approved by:


Ron Bow
City Manager

Attachment 1

Monthly Investment Report

**CITY OF MONTEREY PARK
INVESTMENT REPORT
AUGUST 31, 2022**

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 8/31/2022

\$ 88,697,579.10

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u> (See Schedule A for LA County Pool Composition)	ON DEMAND	1.390%	<u>\$ 42,897,748.83</u>
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(2) <u>LOCAL AGENCY INVESTMENT FUND</u>	ON DEMAND	1.180%	<u>\$ 38,934,830.27</u>
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(3) <u>CERTIFICATES OF DEPOSIT</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	
1	PREFERRED BANK	09/03/21	09/03/22	0.51%
2	PREFERRED BANK	09/08/21	09/08/22	0.51%
3	SALLIE MAE BANK	08/11/21	08/12/24	0.70%
4	GOLDMAN SACHS BANK	08/11/21	08/12/24	0.60%
5	TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%
6	BMW BANK NORTH AMERICA	09/17/21	09/17/24	0.65%
7	SYNCHRONY BANK	09/17/21	09/17/24	0.65%
8	UBS BANK USA	09/22/21	09/23/24	0.65%
9	STATE BANK OF INDIA	10/18/21	10/18/24	0.70%
10	LIVE OAK BANKING CO.	01/14/22	01/16/24	0.70%
11	GREENSTATE CREDIT UNION	01/14/22	01/16/24	0.70%
12	BEAL BANK USA	01/19/22	01/17/24	0.70%
13	MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%
14	PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%
15	BEAL BANK	02/02/22	01/29/25	1.15%
16	AMERICAN EXPRESS NATL BANK	03/09/22	03/11/24	1.60%
17	BARCLAYS BANK DELAWARE	03/09/22	03/11/24	1.55%
18	CAPITAL ONE BANK USA	03/16/22	03/17/25	1.80%
19	VALLIANCE BANK	03/18/22	03/18/25	1.40%
20	STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%
21	FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%
22	LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%
23	ALLY BANK	03/31/22	03/28/24	1.95%
24	COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%
25	AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%
26	BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%
27	CONNEXUS CREDIT UNION	05/26/22	05/28/24	2.65%
28	METRO CREDIT UNION	07/13/22	07/12/24	3.20%
29	FIRST TECHNOLOGY CREDIT UNION	8/5/2022	08/05/24	3.25%
<i>Total CDs (29)</i>				
				1.423%
				<u>\$ 6,865,000.00</u>

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾	\$ 4,741,256.04
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AVERAGE MATURITY DAYS	58
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AVERAGE INTEREST RATE FOR THE MONTH	1.303%
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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 2021-2022	\$ 204,101.32
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THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.



City Council Staff Report

DATE: October 5, 2022

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Minutes

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the minutes from the special meeting of August 1, 2022, 6:30 p.m.; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Prepared by:

A handwritten signature in blue ink, appearing to read "Vincent D. Chang".

Vincent D. Chang
City Clerk

A handwritten signature in blue ink, appearing to read "Christine Sakata".

Christine Sakata
Senior Clerk Typist

Approved By:

A handwritten signature in blue ink, appearing to read "Ron Bow".

Ron Bow
City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1

Draft Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
AUGUST 1, 2022**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Monday, August 1, 2022 at 6:30 p.m.

CALL TO ORDER:

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

FLAG SALUTE:

The Monterey Park Fire Explorers led the Flag Salute

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

ALSO PRESENT: City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Police Chief Kelly Gordon, Director of Management Services Martha Garcia, Planning Manager Jessica Serrano, Public Works Principal Management Analyst Xochitl Tipan, Deputy City Clerk Cindy Trang, Community Communications Coordinator Randy Ishino

VIRTUALLY PRESENT: City Manager Ron Bow, Director of Recreation & Community Services Robert Aguirre, City Librarian Diana Garcia, Fire Division Chief Ryan Weddle, Economic Development Manager Joseph Torres, Police Captain Scott Wiese

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

City Attorney Berger announced there is a supplemental staff report for Item No. 2A.

PUBLIC COMMUNICATIONS

- Nancy Arcuri spoke in opposition of the Initiative Petition and urged City Council to not adopt it as an ordinance.

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

- Nayiri Baghdassaian, on behalf of the San Gabriel Valley Economic Partnership, urged the City Council to place the Initiative Petition on the November 8th ballot.
- Paul Young, on behalf of the Hospital Association of Southern California, spoke in opposition of adopting the Initiative Petition as an ordinance.
- Adena Tesslee, on behalf of the Hospital Association of Southern California, voiced her opposition for the Initiative Petition and asked that City Council not adopt it as an ordinance.
- Rolando Calero expressed his support for adopting the Initiative Petition as an ordinance.
- Martha Capra voiced her support for raising the minimum wage for Healthcare Workers.
- Esteban Viramontes urged the City Council to adopt the Initiative Petition ordinance.
- Lisa Edwards expressed her support for the Initiative Petition and asked that the City Council adopt the ordinance.
- Bing Fu Guan voiced his support for raising the minimum wage for Healthcare Workers.
- Mark Garcia encouraged that City Council to adopt the Initiative Petition as an ordinance.
- Jose Jimenez spoke in support of adopting the Initiative Petition ordinance.
- Yue Xi Yang voiced her support for the Initiative Petition and asked that the City Council adopts the ordinance.
- Jorge Hernandez asked that City Council to adopt the Initiative Petition as an ordinance.
- Jairo Castillo voiced his support for adopting the Initiative Petition ordinance.
- Oscar Najarro urged City Council to adopt the Initiative Petition as an ordinance.
- Leo Sanglang expressed his support for the Initiative Petition and urged the City Council to adopt the ordinance.
- Tony Ramirez said he is in support adopting the Initiative Petition ordinance.

- Suzzane Ramirez voiced her support for adopting the Initiative Petition ordinance.
- Maky Peters expressed support for raising the minimum wage for Healthcare Workers and urged the City Council to adopt the Initiative Petition as an ordinance.
- Jaime Rojas, on behalf of the California Hispanic Chamber of Commerce, spoke in opposition of the Initiative Petition as it is currently written and opposed adopting it as an ordinance.
- Juan Sanjuan, on behalf of the LA Metro Hispanic Chamber, urged the City Council to place the Initiative Petition on the November 8th ballot.
- Monica Gonzalez, on behalf of the No On the Unequal Pay Measures Coalition, suggested that City Council add the Initiative Petition to the November 8th ballot.
- Michael Juarez, on behalf of the California Hispanic Chamber of Commerce, expressed opposition for adopting the Initiative Petition as an ordinance.
- Gabriel Montoya spoke in support of the Initiative Petition and urged the City Council to adopt the ordinance.
- Lorena Vellanoweth voiced her support for the Initiative Petition and urged the City Council to vote yes on raising the minimum wage for Healthcare Workers.
- Linna Chu urged the City Council to adopt the Initiative Petition as an ordinance.
- Arturo Perez voiced his support for raising the minimum wage for Healthcare Workers.
- Clara Nunez urged the City Council to adopt the Initiative Petition as an ordinance.
- Jose Barrera expressed his support for the Initiative Petition and asked the City Council to adopt it as an ordinance.
- April Valle spoke in support of the Initiative Petition and urged the City Council to adopt the petition as an ordinance.
- City Clerk Chang received, filed, and informed the City Council that three written communications were received after the submittal period, with two being in opposition and one being in support of adopting the Initiative Petition as an ordinance.

STAFF COMMUNICATIONS – None.

1. **PRESENTATION** – None.
Matters listed under presentation are informational content and for discussion only.
2. **OLD BUSINESS** - None.
- 2A. **IMPACT REPORT REGARDING HEALTHCARE WORKER COMPENSATION INITIATIVE PETITION (THE “INITIATIVE PETITION”)**

On July 6, 2022, the City Council considered Agenda Item No. 5-A. After a staff presentation and public comment, the City Council asked that a report be presented to the City Council outlining the potential impacts to the City were the Initiative Petition to become law.

This Report outlines the positions of the proponents and opponents of the Initiative Petition. Additionally, it provides the City Council information regarding the projected cost to the City were the petition to become law. Contrary to the assertions of the proponents, were the Initiative Petition to become effective, the City will incur costs associated with the Initiative Petition. While somewhat speculative, the ongoing administration and enforcement costs would be approximately \$125,000 per year. This does not include any costs associated with defending against already threatened lawsuits by the opponents to the Initiative Petition. Nor does it include the approximately \$30,000 that must be paid to Los Angeles County to place the matter onto the ballot.

Action Taken: Council Member Yiu declared a potential conflict of interest as her spouse’s employment is in the healthcare industry, therefore she recused herself from the dais and did not participate in discussion. Upon the City Clerk’s certification of the qualifying petition, the City Council adopted Resolution No. 2022-R62.

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

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

Resolution No. 2022-R62:

A RESOLUTION CERTIFYING THAT AN INITIATIVE ENTITLED “AN INITIATIVE REQUIRING PERSONS EMPLOYING PARTTIME AND FULL-TIME HEALTHCARE WORKERS INCLUDING, WITHOUT LIMITATION, CLINICIANS, NURSES, CERTIFIED NURSING ASSISTANTS, AIDES, TECHNICIANS, MAINTENANCE WORKERS, JANITORIAL OR HOUSEKEEPING STAFF PERSONS, GROUNDSKEEPERS, GUARDS, FOOD SERVICE WORKERS, LAUNDRY WORKERS, PHARMACISTS, NONMANAGERIAL ADMINISTRATIVE WORKERS, AND BUSINESS CLERICAL WORKERS (BUT NOT MANAGERS OR SUPERVISORS) TO PAY A MINIMUM HOURLY WAGE OF \$25 TO BE INCREASED ON AN ANNUAL BASIS.” QUALIFIES FOR THE BALLOT

Action Taken: Council Member Yiu declared a potential conflict of interest as her spouse’s employment is in the healthcare industry, therefore she recused herself from the dais and did not participate in discussion. The City Council voted to adopt Ordinance No. 2223.

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

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

Ordinance No. 2223:

AN ORDINANCE ADOPTING AN INITIATIVE ENTITLED “AN INITIATIVE REQUIRING PERSONS EMPLOYING PART-TIME AND FULL-TIME HEALTHCARE WORKERS INCLUDING, WITHOUT LIMITATION, CLINICIANS, NURSES, CERTIFIED NURSING ASSISTANTS, AIDES, TECHNICIANS, MAINTENANCE WORKERS, JANITORIAL OR HOUSEKEEPING STAFF PERSONS, GROUNDSKEEPERS, GUARDS, FOOD SERVICE WORKERS, LAUNDRY WORKERS, PHARMACISTS, NONMANAGERIAL ADMINISTRATIVE WORKERS, AND BUSINESS CLERICAL WORKERS (BUT NOT MANAGERS OR SUPERVISORS) TO PAY A MINIMUM HOURLY WAGE OF \$25 TO BE INCREASED ON AN ANNUAL BASIS. ” AND CODIFYING THAT INITIATIVE INTO A NEW CHAPTER 6.40 IN THE MONTEREY PARK MUNICIPAL CODE ENTITLED “HEALTHCARE WORKER COMPENSATION.”

RECESSED AND RECONVENED

The City Council recessed at 8:01 p.m. and reconvened at 8:10 p.m.

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 Item Nos. 3A, 3B, 3C, 3D, 3E, 3F, and 3G on Consent Calendar.

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

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

3A. MINUTES

Approving the minutes from the regular meeting of June 15, 2022, and the special meeting of June 29, 2022.

Action Taken: The City Council approved the minutes from the regular meeting of June 15, 2022, and the special meeting of June 29, 2022 on Consent Calendar.

3B. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION TO RECORD A NOTICE OF NUISANCE ABATEMENT LIEN AGAINST CERTAIN PROPERTY IN THE CITY (APN 5254-002-031)

Adopting the resolution attached to the staff report, will allow the City to recover costs, including attorney's fees, incurred the City's abatement of the public nuisance present on certain real property located in the City (APN 5254-002-031) (the "Property") owned by Center Int'l Investments Inc. ("CII"). The Resolution authorizes recording the associated Notice of Nuisance Abatement Lien in the amount of \$4,436,217.07. This will be the second lien on the Property for the time period of April 1, 2022 and June 30, 2022. After recording this lien, the liens against the Property will total \$5,689,830.53.

CEQA (California Environmental Quality Act):

Adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines § 15061(b)(3) because it can be seen with certainty that there is no possibility that the action proposed by the proposed resolution would have a significant effect on the environment.

Action Taken: The City Council adopted Resolution No. 2022-R63 to record a Notice of Nuisance Abatement Lien on Consent Calendar.

Resolution No. 2022-R63:

A RESOLUTION EXTENDING THE LOCAL EMERGENCY FOR THE GOODVIEWS ABATEMENT PROJECT ("GAP") PURSUANT TO GOVERNMENT CODE § 8630 AND AUTHORIZING THE RECORDATION OF A NUISANCE ABATEMENT LIEN AGAINST CERTAIN REAL PROPERTY LOCATED IN THE CITY (APN 5254-002-031)

3C. IDENTIFYING A TAX RATE FOR COLLECTING VOTER AUTHORIZED PROPERTY TAXES FOR EMPLOYEE RETIREMENT BENEFITS BASED ON THE ASSESSED VALUATION ESTABLISHED BY THE COUNTY ASSESSOR'S OFFICE

The City of Monterey Park's retirement costs are, in part, funded by a special voter approved property tax. Each year the City is required to establish a tax rate to generate the retirement property tax based on the assessed valuation established by the County Assessor's Office.

Action Taken: The City Council adopted Resolution No. 2022-R64 identifying the amount of tax revenue required to fulfill the voters' intent in funding the City's retirement system on Consent Calendar.

Resolution No. 2022-R64:

A RESOLUTION IDENTIFYING THE AMOUNT OF TAX REVENUE REQUIRED TO FULFILL THE VOTERS' INTENT IN FUNDING THE CITY'S RETIREMENT SYSTEM DURING FISCAL YEAR 2022-2023 AND AUTHORIZING THE LEVY OF APPROPRIATE TAXES

3D. PROFESSIONAL SERVICES AMENDMENT WITH MV CHENG AND ASSOCIATES FOR GOVERNMENTAL ACCOUNTING CONSULTING SERVICES

The Management Services Department currently has six full time staff positions vacant. The City is struggling to find qualified applicants and has contracted with MV Cheng and Associates to provide governmental accounting services for the Management Services Department while qualified candidates are identified and hired with the City.

The City is requesting to amend the contract with MV Cheng and Associates to increase the not to exceed amount from \$60,000 to \$150,000.

Action Taken: The City Council authorized the City Manager to execute an amendment with MV Cheng and Associates in a form approved by the City Attorney; to provide governmental accounting services for an amount not to exceed \$150,000 on Consent Calendar.

3E. SECOND AMENDMENT TO AGREEMENT 2260-A WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR PARTICIPATION IN ITS REGIONAL FOOD RECOVERY PROGRAM

Senate Bill 1383 (SB 1383) requires cities to implement mandatory organics recycling programs that provide organic waste collection services to all residents and businesses and to establish a food recovery program. The City joined the San Gabriel Valley Council of Governments (SGVCOG) Regional Food Recovery Program to comply with SB1383's food recovery components and assist businesses to comply with the law. Staff recommends the City amend the agreement with SGVCOG to participate in the expansion of the Food Recovery Program (Tasks 7-9) to increase food recovery capacity in the region.

Action Taken: The City Council authorized the City Manager to execute Amendment No. 2, in a form approved by the City Attorney, to Agreement 2260-A with the San Gabriel Valley Council of Governments, for participation in Tasks 7-9 of the Food Recovery Program on Consent Calendar.

3F. CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) STEP GRANT FISCAL YEAR 2022/2023

The City of Monterey Park Police Department was notified of a tentative award of \$189,000.00 from the California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant. The police department will utilize the grant to continue its education and enforcement of traffic related laws to reduce injury and fatal traffic collisions.

Action Taken: The City Council adopted Resolution No. 2022-R65 authorizing the City Manager to apply for, accept, and execute any documents, in a form approved by the City Attorney, with the California Office of Traffic Safety in the amount of \$189,000 for the Selective Traffic Enforcement Program (STEP) Grant; and authorized an amendment to the City's FY 2022-23 Budget to allocate \$189,000 in grant funding on Consent Calendar.

Resolution No. 2022-R65:

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RECEIVE AND APPROPRIATE GRANT FUNDS FOR THE SELECTIVE TRAFFIC ENFORCEMENT GRANT PROGRAM

3G. OFFICE OF TRAFFIC SAFETY (OTS) PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT FISCAL YEAR 2022/2023

The City of Monterey Park Police Department was notified of a tentative award of \$25,000 from the California Office of Traffic Safety (OTS) Pedestrian and Bicycle Safety Program Grant.

The police department will utilize the grant to educate the community on pedestrian and bicycle safety to reduce injury and fatal traffic collisions.

Action Taken: The City Council adopted Resolution No. 2022-R66 authorizing the City Manager to apply for, accept, and execute documents, in a form approved by the City Attorney, with the California Office of Traffic Safety in the amount of \$25,000 for the Pedestrian and Bicycle Safety Program Grant; and amended the FY 2022-23 Budget to allocate \$25,000 on Consent Calendar.

Resolution No. 2022-R66:

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RECEIVE AND APPROPRIATE GRANT FUNDS FOR THE PEDESTRIAN AND BICYCLE SAFETY GRANT PROGRAM

4. **PUBLIC HEARING** – None.

5. **NEW BUSINESS** – None.

6. **CITY COMMUNICATIONS (CITY COUNCIL)**

Council Member Yiu reported that she attended Council Member Fred Sornoso's memorial event at the Langley Senior Center and thanked Council Member Liang for hosting the memorial.

Council Member Chan reported that he attended Council Member Fred Sornoso's memorial event at the Langley Senior Center. He also reported that he attended the Woman's Club Fashion Show event.

Council Member Liang reported that he attended Council Member Fred Sornoso's memorial event at the Langley Senior Center and his funeral services at Rose Hills.

Mayor Lo reported that he attended Council Member Fred Sornoso's memorial event at the Langley Senior Center and thanked the Monterey Park Hospital for caring for Mr. Sornoso during his final days.

7. **FUTURE AGENDA ITEMS**

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

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:55 p.m. in memory of former Council Member Fred Sornoso.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: October 5, 2022

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council
FROM: Karl H. Berger, City Attorney
SUBJECT: Ballot Measure for Healthcare Worker Minimum Wage Petition

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receive and file this report;
2. Adopt a Resolution, upon a 3-0 vote, adding an initiative to the ballot for the regular municipal election to be held November 5, 2024;
3. Taking such additional, related, action that may be desirable.

BACKGROUND

On August 1, 2022, the City Council voted 2-1 to adopt Ordinance No. 2223 which added the Healthcare Worker Minimum Wage initiative petition (certified by Resolution No. 2022-R62) to the Monterey Park Municipal Code. A lawsuit captioned *Gonzalez v. City of Monterey Park* LASC Case No. 22STCP02942 was filed by opponents to the Healthcare Worker Minimum Wage initiative which challenged the City Council's action regarding Ordinance No. 2223. After a closed session held on August 17, 2022 regarding the lawsuit, the City Council directed the City Attorney not to defend that lawsuit (see attached meeting minutes). Consequently, on September 2, 2022, the Honorable Mary H. Strobel issued the attached stipulated judgment in the case (the "Writ").

The Writ (1) directs the City Clerk to "withdraw any record of approval or enactment" of Ordinance No. 2223; (2) prevents implementation or enforcement of that Ordinance; and (3) requires the City Council, upon a 3-0 vote, to place the Healthcare Worker Minimum Wage initiative onto the ballot for the next regular municipal election.

As to Nos. 1 and 2, the City Attorney's office, by this staff report, is advising the City Clerk to file a Declaration regarding Ordinance No. 2223 (see attached) stating, in essence, that pursuant to the Writ the City Council's approval of Ordinance No. 2223 is negated.

Regarding No. 3, the draft resolution would place the Healthcare Worker Minimum Wage initiative onto the ballot for the November 5, 2024 regular municipal election. This

is in accordance with Elections Code § 1405(a) and 9215(b). Based upon the Writ, the proposed resolution must be adopted by a 3-0 vote of the City Council (since Council Member Yvonne Yiu declared an economic conflict of interest in this matter and one seat is vacant).

Ordinarily, the City Council would also be presented with the options regarding an impartial analysis; designating authors for ballot arguments; and, potentially, adopting a resolution in support of the ballot measure. Since this is a court mandated action, however, these matters were not included as part of this agenda item. If desirable, these items may be brought back to the City Council in 2024 for consideration.

FISCAL IMPACT

The cost of placing this matter onto the 2024 ballot is currently unknown. For the 2022 ballot, the cost would have been \$30,000.

Respectfully submitted and prepared by:



Karl H. Berger
City Attorney

ATTACHMENTS

1. Draft Resolution
2. Writ issued September 2, 2022
3. August 17, 2022 meeting minutes
4. Draft City Clerk Declaration regarding Ordinance No. 2223

ATTACHMENT 1

Draft Resolution

RESOLUTION NO.

A RESOLUTION ADDING AN INITIATIVE MEASURE TO THE BALLOT FOR NOVEMBER 5, 2024 REGULAR MUNICIPAL ELECTION PURSUANT TO ELECTIONS CODE §§ 1405 AND 9215(B) IN ACCORDANCE WITH THE PEREMPTORY WRIT OF MANDATE ISSUED ON SEPTEMBER 2, 2022

The City Council of the city of Monterey Park resolves as follows:

SECTION 1: Pursuant to Elections Code §§ 1405 and 9215(b), the City Council places an initiative on the ballot for the municipal election scheduled for Tuesday, November 5, 2024 as directed by a Peremptory Writ of Mandate dated September 2, 2022.

SECTION 2: A copy of the initiative to be considered by the voters is attached as Exhibit "A," and incorporated by reference.

SECTION 3: Pursuant to Elections Code § 13119, the exact form of the question to be voted on at the election as it should appear on the ballot is as follows:

Shall an initiative requiring certain persons employing certain part-time and full-time healthcare workers including, without limitation, clinicians, nurses, certified nursing assistants, aides, technicians, maintenance workers, janitorial or housekeeping staff persons, groundskeepers, guards, food service workers, laundry workers, pharmacists, nonmanagerial administrative workers, and business clerical workers (but not managers or supervisors) to pay a minimum hourly wage of \$25 to be increased on an annual basis, be adopted?	YES
	NO

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

SECTION 5: **Recordation.** The City Clerk must certify to the passage and adoption of this Resolution; enter the same in the book of original Resolutions; and make a minute of the passage and adoption thereof in the records of the proceedings of the City Council in the minutes of the meeting at which the same is passed and adopted.

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

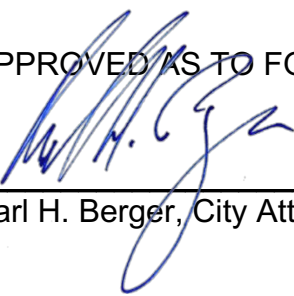
PASSED AND ADOPTED this 5th day of October, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Ordinance No. _____

An ordinance proposed by initiative petition to add Chapter 5.92 to Title 5 of the Monterey Park Municipal Code, establishing the “Healthcare Workers Minimum Wage Ordinance.”

THE PEOPLE OF THE CITY OF MONTEREY PARK

DO ORDAIN AS FOLLOWS:

SECTION 1. Name.

This measure shall be known as the “Healthcare Workers Minimum Wage Ordinance.”

SECTION 2. Chapter 5.92, entitled HEALTHCARE WORKERS MINIMUM WAGE, is added to Title 5 of the Monterey Park Municipal Code, to read:

5.92.010 Findings and purposes.

This Ordinance, adopted by the People of the City of Monterey Park, makes the following findings and has the following purposes:

- (a) The purpose of this Ordinance is to establish a minimum wage for covered healthcare workers within the City of Monterey Park.
- (b) The City of Monterey Park needs a sufficient healthcare workforce to ensure that healthcare facilities that provide necessary care to residents and visitors offer consistent timely, high-quality care. Hospitals, health systems, and clinics are facing staffing shortages that could jeopardize the availability of care in our city. Healthcare job vacancies are rising as workers on the frontlines deal with the emotional, mental, and physical fallout of providing healthcare during a pandemic. Workforce shortages across industries also mean that the healthcare industry is competing with other economic sectors to fill critical non-clinical positions such as for cleaning staff, food service workers, and IT administrators. With rising housing costs, healthcare workers are being forced to live further from their places of work, increasing their stress and leading to retention challenges. While healthcare workers are experiencing unprecedentedly difficult working conditions and burnout, the healthcare industry received billions of dollars in stimulus funds during the pandemic and many CEOs were paid compensation packages in the millions. The healthcare industry needs to fairly compensate workers who are sacrificing every day to care for their patients. Raising the minimum wage will help address retention challenges and workforce shortages affecting healthcare facilities in Monterey Park, and will fairly compensate healthcare workers for their contributions and sacrifices.

5.92.020 Definitions.

The following definitions shall apply to this chapter:

“**City**” means the City of Monterey Park.

“**Covered Healthcare Facility**” means the following types of facilities, provided that they are privately owned and are located within the boundaries of the City:

- (1) A licensed general acute care hospital as defined in Section 1250(a) of the California Health and Safety Code, including a distinct part of any such hospital.

- (2) A clinic, as defined in Section 1206(d) of the California Health and Safety Code, that is conducted, operated, or maintained as an outpatient department of a general acute care hospital or acute psychiatric hospital.
- (3) A licensed acute psychiatric hospital as defined in Section 1250(b) of the California Health and Safety Code, including a distinct part of any such hospital.
- (4) A licensed chronic dialysis clinic as described in Section 1204(b)(2) of the California Health and Safety Code.
- (5) A licensed psychiatric health facility as defined in Section 1250.2 of the California Health and Safety Code.
- (6) All facilities that are part of an Integrated Healthcare Delivery System.

“Covered Physician Group” means a medical group practice, including a professional medical corporation as defined in Section 2406 of the California Business and Professions Code, another form of corporation controlled by physicians and surgeons, a medical partnership, or an independent practice association, provided that the group includes a total of 10 or more physicians.

“Employee” has the same meaning as in Section 2775 of the California Labor Code.

“Employer” means any Person, including a corporate officer or executive, who directly or indirectly or through any other Person, including through the services of a temporary service, staffing agency, or similar entity, employs or exercises control over the wages, hours or working conditions of any Employee.

“Healthcare Worker” means an Employee who is employed to work at or by a Covered Healthcare Facility to provide patient care, healthcare services, or services supporting the provision of healthcare. “Healthcare Worker” includes a clinician, professional, non-professional, nurse, certified nursing assistant, aide, technician, maintenance worker, janitorial or housekeeping staffperson, groundskeeper, guard, food service worker, laundry worker, pharmacist, nonmanagerial administrative worker and business office clerical worker, but does not include a manager or supervisor. A “Healthcare Worker” works at a Covered Healthcare Facility only if that individual’s primary work assignment is physically located at one or more such facilities; for example, delivery workers employed principally outside a Covered Healthcare Facility are not Healthcare Workers for purposes of this chapter unless employed by such a facility.

“Integrated Healthcare Delivery System” means a system that includes both of the following: (1) one or more hospitals and (2) Covered Physician Groups, health care service plans, medical foundation clinics, or other facilities or entities, where the hospital or hospitals and other facilities or entities are related through:

- (1) Parent/subsidiary relationships, common ownership or control, or common boards of directors and shared senior management; or
- (2) A contractual relationship in which affiliated Covered Physician Groups or medical foundation clinics contract with a health care service plan, hospital or other part of the system, all operating under a common trade name; or

- (3) A contractual relationship in which a nonprofit health care service plan provides medical services to enrollees in a specific geographic region of the state through an affiliated hospital system, and contracts with a single Covered Physician Group in each geographic region of the state to provide medical services to a majority of the plan's enrollees in that region.

“Minimum Wage” means the minimum amount that must be paid to Employees as compensation for their labor, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation. “Minimum Wage” does not include bonuses, shift differentials, premium pay, reimbursement or allowances for work-related equipment or other expenses, credits for meals or lodging, tips, gratuities, or the cost of medical, dental, retirement or similar benefits.

“Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

5.92.030 Payment of Minimum Wage to Healthcare Workers.

- (a) An Employer shall ensure that each Healthcare Worker it employs, or over whom it exercises control, is paid a Minimum Wage equivalent to no less than the hourly rate set forth herein or under the authority of this chapter for hours worked within the geographic boundaries of the City.
- (b) The Minimum Wage for Healthcare Workers shall be as follows:
 - (1) On the effective date of this chapter, the Minimum Wage shall be no less than \$25 per hour.
 - (2) On January 1, 2024, and annually thereafter, the Minimum Wage shall increase based on the annual increase in the cost of living, as measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Long Beach-Anaheim, CA), which is published by the Bureau of Labor Statistics. The City shall publish a bulletin announcing the adjusted rates, which shall take effect on January 1 of each year.
- (c) An Employer may not fund the Minimum Wage increases required by this chapter in any of the following ways:
 - (1) Reducing Healthcare Workers' premium pay rates or shift differentials;
 - (2) Reducing vacation, healthcare, or other non-wage benefits of any Healthcare Worker;
 - (3) Reducing Healthcare Workers' hours of work;
 - (4) Laying off Healthcare Workers; or
 - (5) Increasing charges to any Healthcare Worker for parking, work-related materials or equipment.
- (d) An Employer is in violation of subsection (c) of this section if the Minimum Wage requirements of this chapter are a motivating factor in the Employer's decision to take any of the actions described in subsection (c) of this section, unless the Employer proves

that it would have taken the same action at the time that it did irrespective of the operation of this chapter.

5.92.040 Retaliation.

No Employer shall discharge, terminate a contract with, reduce compensation to, or otherwise discriminate against or take adverse action against any Healthcare Worker for opposing any practice proscribed by this chapter, for participating in proceedings related to this chapter, for seeking to enforce rights under this chapter by any lawful means, or for otherwise asserting rights under this chapter. Protections of this section shall apply to any Healthcare Worker who mistakenly, but in good faith, alleges noncompliance with this chapter. Taking any adverse action against a Healthcare Worker within 90 days of the Healthcare Worker's exercise of rights protected under this chapter shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

5.92.050 Posting and payroll records.

- (a) Covered Healthcare Facilities shall post in a conspicuous place a notice of the current Minimum Wage for Healthcare Workers required by this chapter.
- (b) Employers of Healthcare Workers shall retain payroll records pertaining to Healthcare Workers for a minimum of four years, and shall allow the City or its designee access to such records, with appropriate notice and during business hours, to monitor compliance with the requirements of this chapter.

5.92.060 Enforcement and implementation.

- (a) The City shall have responsibility for enforcement of this chapter, including, at a minimum:
 - (1) Establishing a process for reporting complaints of violations of this chapter.
 - (2) Establishing and implementing processes for investigating complaints and other possible violations of this chapter. Employers and Covered Healthcare Facilities shall cooperate fully in any such investigation.
 - (3) Establishing and implementing an administrative citation process that may include the issuance of correction orders, a hearing and appeal process, and the imposition of administrative fines or penalties owed to the City.
 - (4) Taking appropriate enforcement action through the administrative citation process, civil actions, or other approaches on behalf of Healthcare Workers, collecting back wages and any other amounts owed to Healthcare Workers, and disbursing them to Healthcare Workers.
 - (5) Conducting any other education and enforcement activities necessary to ensure compliance with this chapter.
- (b) The City is authorized to promulgate rules and regulations and issue determinations and interpretations relating to this chapter that are consistent with its purposes.
- (c) The City may seek to enter into an agreement with the Department of Consumer and Business Affairs of the County of Los Angeles to allow the County's Wage Enforcement Program to provide wage enforcement and education services necessary

for enforcement of this chapter. If the City and County enter into such an agreement, it may include any services necessary to carry out the enforcement and education responsibilities and activities described in subsection (a) of this section or pursuant to rules and regulations relating to this chapter.

- (d) A Healthcare Worker, a representative of a Healthcare Worker, the City Attorney, or another Person acting on behalf of the public as provided for under applicable state law may bring a civil action in a court of competent jurisdiction against an Employer violating this chapter. If the City, a Healthcare Worker, or a representative of a Healthcare Worker prevails in the action, the Court shall impose all remedies available under the law or in equity, including injunctive or other equitable relief, reinstatement, the payment of any wages unlawfully withheld, the payment of penalties in the amount of up to \$120 to each Healthcare Worker for each day that a violation occurred or continued, and reasonable attorneys' fees and costs. For retaliatory action by the Employer, the Healthcare Worker shall be entitled to reinstatement and a trebling of all wages and penalties owed. Any other Person enforcing this chapter on the public's behalf, upon prevailing, shall be entitled to an award of only equitable, injunctive, and/or restitutionary relief, and reasonable attorneys' fees and costs.

5.92.070 No waiver of rights.

Any waiver by a Healthcare Worker of any or all of the provisions of this chapter or of rights or protections afforded under the authority of this chapter shall be deemed contrary to public policy and shall be void and unenforceable.

5.92.080 Coexistence with other available relief.

The provisions of this chapter shall not be construed as limiting any Healthcare Worker's right to obtain relief to which the Healthcare Worker may be entitled at law or in equity.

5.92.090 One-year court-granted waiver.

This Chapter is not intended to cause reduction in employment or work hours for Healthcare Workers. Therefore, a court may grant a one-year waiver from the Minimum Wage requirements of this chapter if an Employer can demonstrate by substantial evidence that compliance with this chapter would raise substantial doubt about the Employer's ability to continue as a going concern under generally accepted accounting standards. The evidence must include documentation of the Employer's financial condition, as well as the condition of any parent or affiliated entity, and evidence of the actual or potential direct financial impact of compliance with this chapter. A one-year waiver granted by a court pursuant to this section does not exempt an Employer from complying with any and all federal, state, or local laws and regulations, including any other applicable federal, state, or local minimum wage requirement.

5.92.100 Conflicts.

Nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

5.92.110 Severability.

If any subsection, sentence, clause, phrase, or provision of this chapter is found invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 3. Effective Date.

If the City Council approves this measure, or if a majority of the voters pass this Ordinance, it shall take effect on the earliest date allowed by law.

ATTACHMENT 2

Writ issued September 2, 2022

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL**

MONICA GONZALEZ, an individual,

Petitioner,

v.

CITY OF MONTEREY PARK, CITY
COUNCIL OF THE CITY OF MONTEREY
PARK, and VINCENT D. CHANG in his
capacity as City Clerk of the City of Monterey
Park,

Respondents,

HORTENCIA ARMENDARIZ, an individual,

Real Party in Interest.

Case No. 22STCP02942

**~~PROPOSED~~ PEREMPTORY WRIT
OF MANDATE**

Pursuant to the Judgment of this Court in this action, Respondents CITY OF MONTEREY PARK, CITY COUNCIL OF THE CITY OF MONTEREY PARK, and VINCENT D. CHANG in his official capacity as City Clerk of the City of Monterey Park, and all those acting by, through or in concert with them, are ordered as follows:

(a) Respondent CHANG is ordered to withdraw any record of approval or enactment of Monterey Park Ordinance 2223;

1 (b) Respondent CITY OF MONTEREY PARK is ordered to take no steps to
2 implement or enforce Ordinance 2223;

3 (c) Respondent CITY COUNCIL is ordered to comply with subdivision (b) of
4 Elections Code section 9215 and Government Code section 36936 in connection
5 with the "Initiative Petition for Health Care Worker Minimum Wage Ordinance"
6 submitted by Real Party in Interest;

7 (d) Upon passage of any resolution pursuant to Elections Code section 9215(b),
8 submit the ordinance entitled "Initiative Petition for Health Care Worker
9 Minimum Wage Ordinance," without alteration, to the voters pursuant to Elections
10 Code section 1405; and

11 (e) To file a Return with this Court no later than 30 days after service of the Writ
12 of Mandate showing what you have done to comply with the Writ of Mandate.

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15 [Seal}

SEP - 2 2022

CLERK OF THE SUPERIOR COURT

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17 By: 

18 Deputy Clerk
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ATTACHMENT 3

August 17, 2022 Meeting Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
AUGUST 17, 2022**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park on Wednesday, August 17, 2022 at 5:00 p.m.

CALL TO ORDER:

Mayor Lo called the meeting to order at 5:10 p.m.

ROLL CALL:

City Manager Ron Bow called the roll:

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

Council Members Absent: None

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

ORAL AND WRITTEN COMMUNICATIONS

- Wes Hellman introduced himself as the Congressional candidate for District 28.

1. CLOSED SESSION

The City Council adjourned to Closed Session at 5:10 p.m.

**1-A. CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION - GOVERNMENT
CODE SECTION 54956.9(d) - Number of Cases: One**

Gonzalez v. City of Monterey Park, et al. (filed August 8, 2022) LASC Case No. 22STCP02942

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

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

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

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

RECONVENED

The City Council reconvened from Closed Session with all Council Members present.

Action Taken: Mayor Lo reported out of closed session the following regarding Item No. 1A:

“This is a report from closed session regarding Agenda Item No. 1A: existing litigation. The case is captioned Gonzalez V. City of Monterey Park.

The litigation resulted from the City Council's decision on August 1, 2022 to adopt Ordinance No. 2223. That ordinance implements the initiative petition establishing a minimum wage for Healthcare Workers. It was proposed by an initiative petition circulated by the Service Employee's International Union or “SEIU”.

The City Council took its action after Council Member Yvonne Yiu declared a conflict of interest. Her decision was based upon a letter received from the SEIU alleging that she had an economic conflict of interest resulting from her spouse's business.

While the City Council could have placed the initiative petition onto the November 2022 ballot, it instead chose to adopt the ordinance. That action was specifically – and repeatedly – requested by SEIU representatives over the objections of private employers who would be affected by the minimum wage.

On August 8, 2022, opponents of the initiative petition – representing various private employers that would be affected by the minimum wage – filed a lawsuit against the City.

The City expected this lawsuit, consequently, before and after the lawsuit was filed, City officials contacted SEIU representatives and asked whether SEIU would be defending the City or, at a minimum, reimbursing the City for its defense costs. SEIU declined to take either action.

This is not the City's fight; the minimum wage for Healthcare Workers was proposed by the SEIU and the SEIU should stand by its own initiative petition. Because SEIU is not

willing to defend its own initiative petition – which it asked the City Council to adopt by ordinance – there is no reason for the City to defend the City Council's actions.

Accordingly, the City Council directed City Attorney to take no action regarding the lawsuit. Instead, the City will simply inform the court that the City stands ready to comply with any legal order issued by the court.”

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 6:20 p.m.



Vincent D. Chang
City Clerk

Approved on September 7, 2022 at the Regular City Council Meeting

ATTACHMENT 4

City Clerk Declaration regarding Ordinance No. 2223

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



City Council

Henry Lo
Hans Liang
Peter Chan
Yvonne Yiu

City Clerk

Vincent D. Chang

City Treasurer

Joseph Leon

DECLARATION OF INEFFECTIVENESS ORDINANCE NO. 2223

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby declare the following:

On August 1, 2022, the City Council voted 2-1 to adopt Ordinance No. 2223. In accordance with the Peremptory Writ of Mandate issued by the Honorable Mary H. Strobel on September 2, 2022 in the case captioned *City of Monterey Park* LASC Case No. 22STCP02942, I am withdrawing my attestation as to the effectiveness of Ordinance No. 2223 and will not file it as a valid ordinance for the City of Monterey Park.

I hereby set my hand and official seal this 5th day of October, 2022 at Monterey Park, California.

VINCENT D. CHANG
City Clerk



City Council Staff Report

DATE: October 5, 2022

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council
FROM: Vincent D. Chang, City Clerk
SUBJECT: Consideration and possible action to adopt the 2022 Conflict of Interest Code for the City of Monterey Park in accordance with the Political Reform Act

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopt the resolution amending the City's Conflict of Interest Code; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Pursuant to the Political Reform Act, Government Code § 81000, *et seq.*, every local agency is required to review its Conflict of Interest Code disclosure biennially to determine if the Code is accurate or in need of amendment. City staff has reviewed its previous determinations relating to disclosure levels and determined that Resolution No. 12198 should be amended to include revisions consistent with existing positions in the City.

BACKGROUND:

On June 1, 2022, the City Council directed the City Clerk to review the City's Conflict of Interest Code in accordance with Government Code § 87306.5. A review of the City's 2020 Conflict of Interest Code shows that changes are desirable as set forth below and in the accompanying draft resolution.

In developing a disclosure list for the conflict of interest code, a designated employee or commissioner is an officer, employee, member or consultant of an agency whose position is designated in the code because the position entails the making or participation in the making of governmental decisions, which may foreseeably have a material effect on any financial interest (Government Code § 82019).

Making a governmental decision, means the person: (1) votes on a matter; (2) appoints a person; (3) obligates or commits his or her agency to any course of action; or (4) enters into any contractual agreement on behalf of his or her agency.

Participating in the making of a decision, means the person: (1) negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker by conducting

research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

It should be stressed that this action does not relieve any public official, employee, or designated consultant following any and all state statutes governing conflict of interest or regulations promulgated by the Fair Political Practices Commission. This action is only an attempt by the City to appropriately notify the public of potential areas where a conflict may foreseeably arise in the course of these individuals carrying out their normal duties through public disclosure.

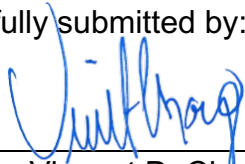
The following amendments are recommended:

- Adding new positions:
 - Human Resources and Risk Management Manager
 - Principal Human Resources Analyst
 - Information Technology Manager
 - Neighborhood Engagement Team Sergeant
 - Director of Community Development
- Revising titles of existing positions:
 - Financial Services Manager to Finance Manager
 - Community Services Bureau Sergeant to Community Engagement Bureau Sergeant
- Moving positions to different departments:
 - Move Planning Manager, Senior Planner, Assistant Planner, Building Official, Building Inspector, and Plan Checker from Public Works Department to Community Development Department

FISCAL IMPACT:

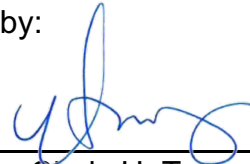
Administrative costs associated with staff review and recommendations to the City Council.

Respectfully submitted by:



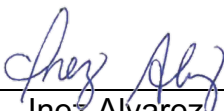
Vincent D. Chang
City Clerk

Prepared by:



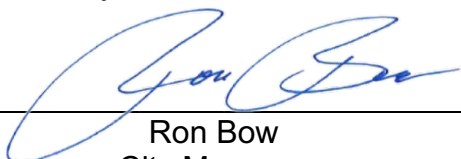
Cindy H. Trang
Deputy City Clerk

Reviewed by:



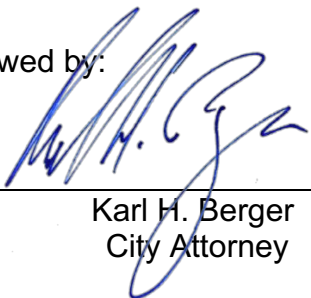
Inez Alvarez
Assistant City Manager

Reviewed by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

Attachments:

1. Draft Resolution

ATTACHMENT 1

Draft Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING THE 2022 CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEREY PARK IN ACCORDANCE WITH THE POLITICAL REFORM ACT.

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

SECTION 1: The City Council finds and declares as follows:

- A. The Political Reform Act (Government Code §§ 81000, *et seq.*; the "PRA") and regulations adopted pursuant to the PRA (2 Cal. Code of Regs. §§ 18700, *et seq.*; "FPPC Regs.") require local government to adopt conflict of interest codes ("COI").
- B. The Fair Political Practices Commission promulgated FPPC Regs. § 18730, which contains the terms of a standard conflict of interest code that can be incorporated by reference as the City's COI.
- C. The City Council directed the City Clerk's office to review the COI on June 1, 2022 pursuant to the PRA (Government Code § 87306.5).
- D. The City Clerk finished that review and made recommendations which the City Council incorporated into this Resolution.
- E. To fulfill its obligations under the PRA and FPPC Regs., the City Council adopts this 2022 Monterey Park COI as set forth in this Resolution.

SECTION 2: *2022 Monterey Park COI – Generally.* FPPC Regs. § 18730 is adopted by reference as the City of Monterey Park's 2022 COI. Except as modified in this Resolution, all requirements of FPPC Regs. § 18730 apply as if fully set forth in this Resolution.

SECTION 3: *Monterey Park 2022 COI - Changes.* The 2022 Monterey Park COI includes the following changes:

- A. The term "investment" applies to financial interests in non-profit organizations as well as business entities;
- B. The term "Appendix" refers to Section 4 of this Resolution.

SECTION 4: *Designated Officials, Employees and Consultants.* For purposes of FPPC Regs. § 18730, designated employees and consultants are set forth below:

A. Designated Officials and Employees:

The positions listed below are designated positions. Officers and employees holding those positions are designated employees and are deemed to make or participate in making decisions which may foreseeably have a material effect on a financial interest. Disclosure includes specific types of investments, business positions, interests in real property, and sources of income which may foreseeably be materially affected by any decision made or participated in by the designated employee. Such disclosures must be made at the times and circumstances described by the City's Conflict of Interest Code.

Designated employees must disclose all interests as required by the Political Reform Act and regulations promulgated thereto. When a new position classification is created by the Administrative Services Department for City Council approval, the Administrative Services Department will recommend that the City Council decide whether the new position will be required to file a Statement of Economic Interest and be included as a designated position in the Conflict of Interest Code.

When the City Council establishes a Commission, Committee, or Board, the City Council will decide whether the members of the Commission, Committee or Boards be included as a designated position in the Conflict of Interest Code and the members of the Commission, Committee or Board so designated by the City Council, will be required to file a Statement of Economic Interest.

COUNCIL, COMMISSIONS, COMMITTEES & BOARDS:

- * Members of the City Council
- * Members of the Planning Commission
- Members of the Business Improvement District Advisory Committee
- Members of the Board of Library Trustees
- Members of the Successor Agency to the Former Monterey Park
Redevelopment Agency
- Members of the Personnel Board

OFFICE OF THE CITY MANAGER:

- * City Manager
- Assistant City Manager
- Economic Development Manager/Economic Development Project
Manager
- Economic Development Specialist

OFFICE OF THE CITY ATTORNEY:

- * City Attorney
- Assistant City Attorney
- Deputy City Attorney

OFFICE OF THE CITY CLERK:

City Clerk
Deputy City Clerk

OFFICE OF THE CITY TREASURER:

* City Treasurer

COMMUNITY DEVELOPMENT DEPARTMENT:

Director of Community Development Department
Planning Manager
Senior Planner
Assistant Planner
Building Official
Building Inspector
Plan Checker

FIRE DEPARTMENT:

Fire Chief
Apprentice Fire Inspector
Division Chief
Division Chief
Captain
Fire Marshal
Fire Inspector Fire Safety Specialist
Code Enforcement Officer

HUMAN RESOURCES & RISK MANAGEMENT DEPARTMENT:

Director of Human Resources and Risk Management
Human Resources and Risk Management Manager
Senior Management Analyst
Principal Human Resources Analyst
Human Resource Analyst

LIBRARY:

City Librarian
Senior Librarian
Literacy Coordinator

MANAGEMENT SERVICES DEPARTMENT:

Director of Management Services
Financial ~~Services~~ Manager
Information Technology Manager
Support Services Manager
Support Services Supervisor
Information Systems Specialist

Senior Accountant

POLICE DEPARTMENT:

Police Chief
Police Captain
Police Lieutenant
Range Master
Technical Services Manager
Community ~~Engagement Services~~ Bureau Sergeant
Neighborhood Engagement Team Sergeant
Traffic Bureau Sergeant

PUBLIC WORKS DEPARTMENT:

Director of Public Works/City Engineer
Assistant City Engineer
Public Works Manager
Water Utility Manager
Civil Engineering Associate
Civil Engineer Assistant
Civil Engineer Technician
~~Planning Manager~~
~~Senior Planner~~
~~Assistant Planner~~
~~Building Official~~
~~Building Inspector~~
~~Plan Checker~~

RECREATION & COMMUNITY SERVICES DEPARTMENT

Director of Recreation and Community Services
Recreation Manager
Recreation Supervisor

* Listed in the code for information purposes only. These positions file under Government Code Section 87200 with the Fair Political Practices Commission.

B. Consultants:

The City Manager may determine in writing that a particular consultant is hired to perform a range of duties that requires the consultant to fully comply with the disclosure requirements described in this section. Such written determination must include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager determination is a public record and must be retained for public inspection in the same manner and location as this conflict of interest code."

SECTION 5: *Statement of Economic Interests: Place of Filing.*

Designated employees must file Statements of Economic Interests with the City of Monterey Park, on forms created by the Fair Political Practices Commission, in conformance with the individual disclosure categories and state guidelines, when requested by the City Clerk. The City Clerk will retain custody of the Statements and make them available for public inspection and reproduction. Designated employees listed in the Code with an asterisk (*) must either file their Statements directly with the Fair Political Practices Commission in conformance with state guidelines, or file one original copy of their Statement of Economic Interest with the City Clerk, who must make and retain a copy and forward the original to the California Fair Political Practices Commission. All other designated employees must file one original copy of their Statement of Economic Interest with the City Clerk.

SECTION 6: *Disclosure and Disqualification:*

A. Interest and Positions in Non-Profit Organizations. Whenever a disclosure category requires disclosure of specific financial interests or positions in business entities, disclosure of equivalent financial interests or positions in non-profit organizations is required. Disqualification must be required as to a disclosed interest or position in a non-profit organization whenever disqualification would have been required as a result of an equivalent financial interest or position in a business entity.

B. Proximity of Officials – Financial Interest Presumed. It is the responsibility of the City Clerk, or designee, to prepare and maintain conflict maps for each elected and appointed public official serving on the City Council, boards, commissions, or committees. Such conflict maps must graphically depict radii lines measuring (1) 500 feet from an official's interests in real property; and (2) 1,000 feet from an official's interests in

real property. Such radial lines must be measured from the parcel lines in accordance with FPPC Regs. Before each meeting, the City Clerk's designee must inform public officials regarding potential conflicts based upon real property interests based upon such conflict maps.

SECTION 7: *Travel Payments, Advances and Reimbursements.* If a payment, including an advance or reimbursement, for travel is required to be reported pursuant to Government Code § 87207, it may be reported on a separate travel reimbursement schedule which shall be included in the filer's statement of economic interests. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.

SECTION 8: Resolution No. 12036 (adopted September 19, 2018) and any other resolution or policy purporting to establish a conflict of interest code, are superseded by this Resolution.

SECTION 9: Repeal of any provision of any resolution or policy herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Resolution's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 10: A late fine of \$10 per day up to a maximum of \$100 will be assessed, commencing on the day after the form is due to the City Clerk's office. In addition, if a matter is referred to the FPPC's Enforcement Division for failure to file or failure to include all required economic interests, the fine may be substantially higher. If an individual does not pay a fine, the matter may be referred to the Finance Tax Board for collection.

SECTION 11: 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 12: The City Clerk will certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

SECTION 13: This Resolution will take immediate effect, retroactive to October 1, 2022.

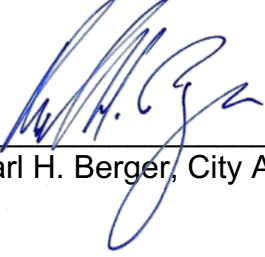
PASSED AND ADOPTED this 5th day of October, 2022

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney



City Council Staff Report

DATE: October 5, 2022

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council
FROM: Scott Wiese, Interim Chief of Police
SUBJECT: A resolution declaring the month of October as Breast Cancer Awareness Month

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution declaring the month of October as Breast Cancer Awareness Month, and;
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

National Breast Cancer Awareness Month takes place every year during the month of October. It is an annual health campaign organized by major breast cancer awareness charities to increase the awareness of the disease and to raise funds for research into its cause, prevention, diagnosis, treatment, and cure.

BACKGROUND:

Breast cancer touches the lives of Monterey Park residents from every background. Though great strides have been made in combating this devastating illness, about 43,250 women in the U.S. are expected to die from breast cancer in 2022. Through awareness, treatment advances, and early diagnosis the percentage of deaths has decreased since 1989. We recognize the ongoing efforts of dedicated advocates, researchers, and health care providers who strive each day to defeat this terrible disease.

The #PinkPatchProject is a collaborative effort between the Los Angeles County Police Chief's Association and numerous public safety agencies throughout Los Angeles County and beyond. The program centers on vibrant pink versions of the public safety officer's uniform patch. These bright pink patches have been specially designed by each participating agency specifically for the #PinkPatchProject campaign. The Monterey Park Police Department, Monterey Park Police Officers Association (MPPOA) and the Monterey Park Police Officer's Mid-Management Association (MPPOMMA)

Staff Report
Page 2 of 2
October 5, 2022

have partnered with the #PinkPatchProject. MPPD Officers will be wearing a pink version of the uniform patch and badge in support of the awareness campaign in October. The pink patches and badge are intended to stimulate conversation with the community and to encourage public awareness about the importance of early detection and the on-going fight against this disease. All proceeds from the sale of the pink patch merchandise will be donated to cancer research.

FISCAL IMPACT:

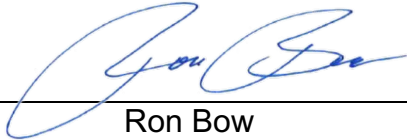
None

Respectfully submitted by:



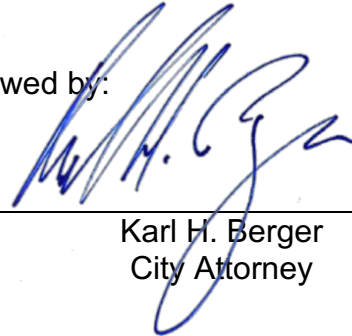
Scott Wiese
Interim Chief of Police

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Resolution

ATTACHMENT 1

Resolution for Breast Cancer Awareness Month

RESOLUTION NO.

A RESOLUTION of the City Council of the City of Monterey Park, California declaring October 2022 as Breast Cancer Awareness Month in Monterey Park.

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

SECTION 1: The City Council finds as follows:

- A. About 1 in 8 U.S. women (13%) will develop invasive breast cancer over the course of their lifetime.
- B. In 2022, an estimated 287,850 new cases of invasive breast cancer are expected to be diagnosed in women in the U.S., along with 51,400 new cases of non-invasive (in-situ) breast cancer.
- C. Although rare, men get breast cancer too. In 2022, an estimated 2,710 men will be diagnosed with breast cancer in the U.S. and approximately 530 men will die from breast cancer.
- D. For women in the U.S., breast cancer death rates are higher than those for any other cancer, besides lung cancer.
- E. As of January 2022, there are more than 3.8 million women with a history of breast cancer in the U.S. This includes women currently being treated and women who have finished treatment.
- F. Breast cancer became the most common cancer globally as of 2021, accounting for 12% of all new annual cancer cases worldwide, according to the World Health Organization.
- G. A woman's risk of breast cancer nearly doubles if she has a first-degree relative (mother, sister, daughter) who has been diagnosed with breast cancer. Less than 15% of women who get breast cancer have a family member diagnosed with it.
- H. The #PinkPatchProject is a collaborative effort between the Los Angeles County Police Chief's Association and numerous public safety agencies throughout Los Angeles County and beyond. The program centers on vibrant pink versions of the public safety officer's uniform patch.
- I. The pink patches and badge are intended to stimulate conversation with the community and to encourage public awareness about the importance of early detection and the on-going fight against this disease.

SECTION 2: *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 3: *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 4: *Effective Date*. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ____ day of _____, 2021.

Henry Lo, Mayor

Attest:

Vincent D. Chang, City Clerk



City Council Staff Report

DATE: October 5, 2022

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council
FROM: Matthew Hallock, Fire Chief
SUBJECT: California Governor's Office of Emergency Services – Hazard Mitigation Grant Program Update

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing this report, and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On May 25, 2022, The California Governor's Office of Emergency Services (Cal OES) awarded the City of Monterey Park, Fire Department, grant funds to update the City's Local Hazard Mitigation Plan (LHMP). Per the Scope of Work, the grant will fund the procurement of a consultant to provide project management and subject matter expertise throughout the planning process. Additionally, to ensure an inclusive and comprehensive plan, translation services and public outreach supplies will be utilized to reach a broader audience. The culminating result is a FEMA approved multi-hazard mitigation plan.

On August 1, 2022, staff advertised a Request for Proposal (RFP) on the City's website, to solicit bids for a consultant. In addition to posting the RFP, staff also emailed prospective agencies, notifying them of the RFP and inviting them to bid. The RFP closed on September 1, 2022. Staff received a total of two bids. One from the Resiliency Initiative and the second from Emergency Planning Consultants. While both applicants proved to have significant qualifications, staff identified Emergency Planning Consultants as the more knowledgeable agency, due to its extensive experience working with local municipalities.

Emergency Planning Consultants successfully completed over 120 Federal Emergency Management Agency (FEMA) approved LHMP projects. Moreover, the agency most notably collaborated with the City of Rosemead, City of South El Monte, and the City of Montebello on their FEMA approved LHMPs. This prior working experience may allow for the agency to provide further insight to potential hazards that extend beyond Monterey Park's boundaries. It also gives the agency some understanding and working knowledge of the demographics and communities the City serves.

Moreover, the agency clearly outlined a fast-track timeline, to guarantee the project completed in a timely fashion, without skipping steps or missing pertinent deadlines. The agency's assurance of a thorough and timely completion of the project will allow staff to adhere to Cal OES' grant deadlines. Emergency Planning Consultant is requesting a total of \$45,000 to complete the project.

BACKGROUND:

The City of Monterey Park, Fire Department was awarded Cal OES Hazard Mitigation Grant Program Funds (HMGP) on May 25, 2022. The award is comprised of federal funds in the amount of \$45,000 and a required local match of \$15,000.

The purpose of the grant is to update the City's current Local Hazard Mitigation Plan. The new LHMP will identify natural disaster risks and vulnerabilities specific to Monterey Park and allow the City's various stakeholders to develop strategies to protect its residents and properties from damage and destruction. Reoccurring events such as fires, landslides, earthquakes, windstorms, and flooding are just some of the major threats to the region and will be addressed in the updated LHMP.

FISCAL IMPACT:

The City received \$45,000 in Cal OES Hazard Mitigation Grant Program grant monies, to update the City's Local Hazard Mitigation Plan. On April 21, 2021, City Council approved the required local match of \$15,000.

Respectfully submitted by:



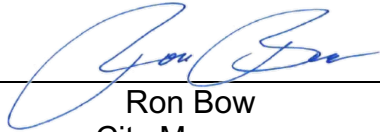
Matthew Hallock
Fire Chief

Prepared by:



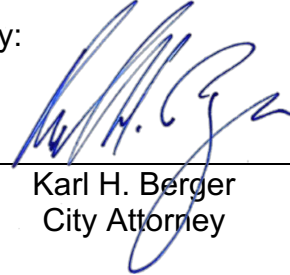
Angela Loera
Principal Management Analyst

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Emergency Planning Consultants
2. The Resiliency Initiative

ATTACHMENT 1

Emergency Planning Consultants



August 18, 2022

This proposal from Emergency Planning Consultants (EPC) is in response to a request from the City of Monterey Park to prepare a Local Hazard Mitigation Plan (LHMP). It has been my honor to have written more than 120 FEMA-approved hazard mitigation plans. More important, EPC authored several of the LHMPs for nearby jurisdictions including Rosemead, Montebello, and South El Monte. It's also important to note that EPC prepared the 2014 County of Los Angeles All-Hazards Mitigation Plan.

Hazard mitigation planning has been at the very core of "recovery planning" for decades but the Disaster Mitigation Act of 2000 elevated the importance of developing pre-disaster mitigation activities. Mitigation activities includes projects, programs, and plans that assist with minimizing or eliminating threats associated with hazards. Since the passage of DMA 2000 there have been numerous case studies proving that the steps taken ahead to minimize and/or eliminate risks has greatly reduced damages and loss of life. Like wearing a seat belt in a car, mitigation has revolutionized disaster outcomes. Whether thought of as "insurance" or a "good investment", there is no doubt that mitigation is the right thing to do. If that's not enough incentive, federal regulations require public jurisdictions to maintain a FEMA-approved HMP in order to be eligible for post-disaster Hazard Mitigation Grant Program funds. Additionally, recently there has been considerable discussion among other federal agencies about the future need for HMPs to qualify for other types of post-disaster funding.

EPC maintains the outstanding qualifications required to conduct hazard research and mapping, facilitate a robust planning process, actively encourage public involvement, negotiate with the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) during the formal review process, and garner adoption by the City of Monterey Park City Council. EPC President Carolyn Harshman has enjoyed two careers: City Planning and Emergency Management. Both careers required continued improvement in professional skills of research, data collection, mapping, stakeholder involvement and community outreach, technical writing, public speaking, training design and delivery.

Without a doubt, Emergency Planning Consultants is the subject matter expert in the field of hazard mitigation in California having written the most FEMA-approved plans in California.

The identified EPC Team members have been with the firm for a significant amount of time and are expected to continue as such through the term of the Professional Service Agreement. EPC agrees that replacement of key team members will not be permitted without prior consultation with approval by the City.

Carolyn J. Harshman is the sole proprietor of the woman-owned business known as Emergency Planning Consultants. The DBA (Doing Business As) is maintained through the County of San Diego, California. Ms. Harshman's resume and EPC's Comprehensive List of Clients/Projects are available upon request.

This proposal is valid for a period of two years and is signed by the sole proprietor of Emergency Planning Consultants.

Following is company data requested in the RFP:

Official Company Name: Carolyn J. Harshman

Name, Address, and Contact Information:

Carolyn J. Harshman
3665 Ethan Allen Avenue
San Diego, CA 92117
Cell 858-922-6964
Email epc@pacbell.net
Website www.carolynharshman.com

Type of Entity: Sole Proprietorship

Federal Employer I.D. Number: 27-0204294

Ownership Statement: Carolyn J. Harshman is the sole owner of Emergency Planning Consultants

Years in Business: In 1984, Carolyn J. Harshman began working on a part-time basis as a consultant providing emergency management services to government entities. In 1996, Ms. Harshman filed for fictitious name and Doing Business As classification for Emergency Planning Consultants. That year, she began working full-time as a consultant.

Years of Expertise: Ms. Harshman began work in emergency management in 1982 when she joined the County of San Diego's Office of Disaster Preparedness. Duties included risk assessments, emergency operations plan, and public information officer. Work as a consultant in emergency management began in 1984.

Project in Last 5 Years: See Page 16 of the proposal.

Failures or Refusals to Complete a Contract: None.

Individual Owning Interest of 10% or Greater: Carolyn J. Harshman owns 100% of
Emergency Planning Consultants

Financial Interest of Firm in Other Line of Business: None

Respectfully,

A handwritten signature in blue ink, appearing to read "Carolyn J. Harshman", with a stylized flourish at the end.

Carolyn J. Harshman, MPA, CEM
President
Emergency Planning Consultants

TABLE OF CONTENTS*

PART I – TECHNICAL PROPOSAL

Cover Letter	Page 1
Company Data	Page 2
Overview and Approach	Page 5
Task Element #1 Organization of Resources	Page 5
Integration Plan	Page 9
Task Element #2 Project Management	Page 10
Outline Resumes	Page 10
Organization Chart	Page 12
References	Page 14
Project Timeline	Page 14
Task Element #3 Community Capabilities and Risk Assessment	Page 15
Task Element #4 Develop Mitigation Actions & Strategy	Page 17
Task Element #5 Prepare Draft Hazard Mitigation Plan	Page 18

PART II – COST PROPOSAL (attached separately)

Overview and Approach

Emergency Planning Consultants (EPC) will draw pertinent content from the City's 2008 Local Hazard Mitigation Plan including its mitigation strategy actions, plan goals, and hazard history.

FEMA will consider this "update" to be a new plan since it is outside of the range for 5-year updates. A FEMA-approved LHMP will establish the City's eligibility to compete for Hazard Mitigation Grant Program funds which are made available to jurisdictions within the declared area following a Presidential Disaster Declaration. Additionally, FEMA new BRIC program (Building Resilient Infrastructure and Communities) is an annual source of substantial mitigation funds available to jurisdictions with FEMA-approved LHMPs.

The intent of the federal government's Disaster Mitigation Act of 2000 (DMA 2000) is three-fold:

- a) To gather hazard, vulnerability, and mitigation information from the local level for use in state-level planning.
- b) To ensure that state and local hazard mitigation planning is coordinated to the greatest extent practical.
- c) To ensure that local jurisdictions are made aware of the hazards and vulnerabilities within their jurisdiction and to develop strategies to reduce those vulnerabilities.

In order to meet all of those objectives, FEMA developed a "checklist" for use by the State and Federal reviewers. The Region IX Local Hazard Mitigation Plan Review Tool (FEMA Review Tool) includes the following tasks:

- Element A: Planning Process
- Element B: Hazard Identification and Risk Assessment
- Element C: Mitigation Strategy
- Element D: Plan Review, Evaluation, and Implementation
- Element E: Plan Adoption (by City Council)

It's important to note that it is especially important to hire a consulting firm with an extensive history of preparing FEMA-approved Mitigation Plans. Without adequate experience, it would be common to spend as much time in the "Cal OES and FEMA review phase" as in preparing the actual plan. EPC prepares approvable plans and in the event a Cal OES or FEMA reviewer disagrees, has years of experience in discussing the regulations and differences in interpretation in order to gain approval.

Task Element #1 Organization of Resources

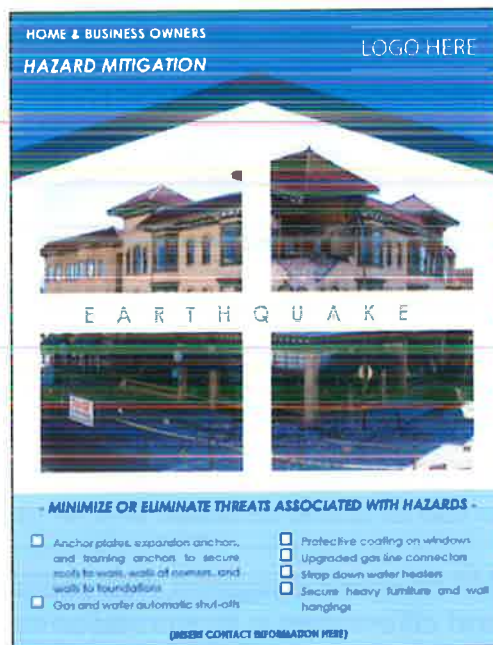
The project will be supported by the involvement of two groups of stakeholders: 1) Primary - Planning Team, and 2) Secondary - General Public and External Agencies. The purpose and commitments are delineated below.

- **Community Outreach (General Public and External Agencies)** is a critical piece in the planning process. As such, options for involving the public and external agencies will be discussed at the first Planning Team meeting. In order to comply with FEMA requirements, it is critical that individuals and organizations

outside of the Planning Team have access to the plan during the “plan writing process”. The RFP identifies the need for two public workshops. Based on years of EPC experience, live workshops are not successful. More opportunities to share information can be accomplished through social media and virtual workshops. The RFP identifies one taking place during the planning process and one during the public review period. Specifically, EPC recommends the first workshop include information from the hazard analysis while the second workshop will present the Draft Plan prior to distribution to Cal OES and FEMA for formal review. The second workshop will also include a discussion and distribution of the EPC-produced handouts encouraging mitigation by residents and businesses (see below). This workshop approach will ensure exposure and opportunity to the plan during the plan writing phase which is a specific FEMA requirement.

In addition to other outreach activities, EPC will provide the following community outreach tools:

- Distribution a range of EPC-produced handouts sharing mitigation techniques available to residents and businesses.



- Links to hazard information allowing home and business owners to identify specific hazards impacting their own properties (State of California's MyHazards).



- FEMA requires the Draft Plan be made available to the general public and external agencies (e.g., adjoining jurisdictions, servicing special districts, etc.) during the plan writing phase. EPC recommends posting the Second Draft Plan on the City's website and using existing notification methods including social media, newsletters, or other means to inform the general public of the Plan's availability. As for the external agencies, EPC will provide email content for distribution to the various agencies (not yet including Cal OES and FEMA) including the link to the posting of the Second Draft Plan. All information gathered will be included in the Third Draft Plan.

- **Planning Team**

EPC recommends that the Planning Team consist of representatives from departments within the City with responsibilities identified in the 2018 HMP. A week in advance of the 4th Planning Team meeting, the First Draft Plan will be distributed. As City participants are selected for the Team, it's important to keep in mind that hazard mitigation focuses on regulatory controls as well as construction and maintenance of buildings and infrastructure. EPC will provide agendas, handouts, minutes, and PowerPoints for each meeting. EPC President Carolyn Harshman will facilitate each of the four meetings. As of now, it is expected that the meetings will be delivered virtually. EPC maintains a Zoom account. Should the City choose a different medium for conducting meeting, EPC will accommodate those requests.

- **Planning Team Meeting #1** (2 hours)
 - The purpose of the first meeting is to provide a general overview of the project, update plan goals, review project timeline, gather pertinent documents, confirm roles and membership of the Planning Team, review the concepts and standards contained in the DMA 2000 regulations and FEMA Review Tool, discuss availability of mapping resources, and examine the initial hazard assessment.
 - Opportunities relating to the community outreach approach will also be discussed.
- **Planning Team Meeting #2** (2 hours)
 - The purpose of the second meeting is to begin work on the Mitigation Strategy. This will involve capturing the status of the mitigation actions identified in the 2008 LHMP along with other existing mitigation activities since that plan. EPC will work in advance of the meeting to review the 2022 General Plan-Safety Element, Annual Budget, and Capital Improvement Plan in order to capture any already identified mitigation-related projects or policies that can be included in the plan.
- **Planning Team Meeting #3** (2 hours)
 - The purpose of the third meeting is to develop new mitigation action items. During the meeting EPC will distribute a planning tool that contains a comprehensive list of mitigation actions from a wide variety of jurisdictional plans. The use of this comprehensive list will assist and expedite the Planning Team's process of identifying existing and future mitigation actions.

- **Planning Team Meeting #4** (2 hours)
 - Review of the First Draft Plan will be preceded by advance distribution of the document to the Planning Team. The meeting will provide an opportunity for the Planning Team to provide input to the First Draft Plan. Also, this meeting will include a discussion on final preparations and logistics for soliciting input from the general public and external agencies during the distribution of the Second Draft Plan.
- **Review, Approval and Adoption Process** begins with sending an electronic copy of the Third Draft Plan to the City Project Manager along with a cover letter and completed FEMA Review Tool for submission to Cal OES. Following any DMA 2000-justified revisions by EPC, Cal OES will forward the Third Draft Plan to FEMA for review and issuance of an Approval Pending Adoption. As with the review by Cal OES, EPC will complete any DMA 2000-justified revisions while being certain to protect the City from unfair or unjustified revisions. Upon receipt of the Approval Pending Adoption letter from FEMA, the Final Draft Plan will be scheduled for presentation to the City Council for adoption. EPC will prepare a staff report, resolution, and PowerPoint. EPC President Carolyn Harshman will be available for a virtual presentation to the City Council and City Commission(s), as needed. Following the City Council meeting, proof of adoption will be forwarded to FEMA. FEMA will then send an email and Letter of Approval which EPC will incorporate into the Final Plan. EPC will continue to lead the planning process until the Letter of Approval is received from FEMA and incorporated into the Final Plan.

Preparation of the Mitigation Plan will incorporate all of the federal requirements relating to local hazard mitigation plans. EPC's hazard mitigation planning approach has been perfected since 2005 when the federal government first required plans for local jurisdictions. Since that time great effort and time has gone into tracking the changes of "interpretations" by the regulatory agencies of the DMA 2000 legislation. Without publishing updates to the originating legislation, FEMA instead has published guidelines (see below) and has amended the FEMA Review Tool used to judge the adequacy of plans. Understanding all the changes in interpretation is critical to writing a plan that can go through the state and FEMA reviewers with only minor revisions. State and FEMA have both made significant staffing changes over the past year resulting in more consistent reviews and fewer unjustified requested changes. Recently, FEMA review staff have worked closely with state review staff to better understand the requirements in order to streamline the review process. With so many FEMA approved plans, obviously EPC clearly understands both the regulations and "interpretations" so goes into the review process as aligned as possible. All said, the key to an efficient and successful review is to be absolutely certain that every required component is clearly indicated in the plan. EPC accomplishes this through the use of "markers" throughout the plan indicating the exact FEMA Review Tool reference.

Nothing can replace EPC's years of experience and track record at facilitating and writing FEMA-approved Mitigation Plans. This experience has also prepared us for any unexpected challenges with other aspects of the planning process – Planning Team Meetings, community outreach, facilitating the formal review, and participating in the

adoption meeting. EPC prides itself on working closely with the jurisdiction's Point of Contact to bend and adjust to the content, format, and scheduling needs.

EPC project approach is based on a dedication to continuous learning and improvement. Every mitigation plan is a mix of the community profile and hazards. This is balanced with the federal regulations and planning directives from the State of California. As each EPC mitigation plan is written it is tempered by lessons learned about hazards and recent interpretations by the Cal OES and FEMA reviewers. To ensure compliance with the federal regulations, the plan will include "milestones" indicating the location of required content. The project objectives will be met by following EPC rigid process of data collection, hazard research, meeting management, and mastery of the regulations guiding the development of hazard mitigation plans.

Although an "approval" is ever important, the focus on the project approach is create a planning process that will imprint the Planning Team through the implementation phase.

EPC takes great pride in building a culture of awareness regarding hazard mitigation.

As identified in the detailed project approach and schedule later in the proposal, Project Manager Carolyn Harshman will have eyes on the project at all times including facilitating each of the Planning Team meetings, the Community Outreach, and City Council meeting. She will also be the sole contract for the City Project Manager and will leader the EPC Support Staff through daily communications. Her most important role will be as the Principal Planner as she weaves the work of the EPC Support Staff into the plan's writing.

As for managing challenges that may arise, recent COVID-19 project management effort was seamless as meetings became virtual. The most common obstacle in the planning process is the lack of time on the part of the jurisdiction's planning team members. EPC totally understand how local government staffs are stretched to the limit. That's the reason we take so much pride in "doing the heavy lifting". We do the research and the homework and develop tools to make the planning process easy and hopefully even fun.

Integration Plan

In total, the Planning Team can expect to spend no more than 10 hours on the entire project. There are 4 2-hour meetings and 2 hours will be needed to review the First Draft Plan. As for the City Project Manager, more time will be required for EPC communications, information requests, and participating in the Community Outreach process, and City Council meeting. Altogether, the City Project Manager can expect to spend approximately 20-30 hours on the project. All the external review details and negotiations will be handled by EPC.

Task Element #2 Project Management

The EPC Team selected for this project is the perfect balance of subject matter history, expertise, background, and local knowledge. Following is the organizational chart proposed for this project, introductions to the EPC Team members and the project timeline.

Outline Resumes

Following are the names, position, education, and experience of the EPC Team assigned to the City of Monterey Park project.



Name: Carolyn J. Harshman, CEM

Education: Master of Public Administration

Professional Affiliations: International Association of Emergency Managers, California Emergency Services Association, National Hazard Mitigation Association

Professional Licenses and Certifications: Certified Emergency Manager

Carolyn Harshman, CEM is the sole proprietor Owner and President of Emergency Planning Consultants and will serve as the Consultant Project Manager and

Principal Planner. Preparing a Hazard Mitigation Plan requires subject matter expertise in the areas of emergency response planning, hazard mitigation planning, mapping, and land use planning. With backgrounds in both land use planning and emergency management, Ms. Harshman is the right fit for facilitating the planning project. Ms. Harshman will serve as the Consultant Project Manager to the City Project Manager and maintains responsibility for all aspects of the contracted services. Monthly status updates will be provided to the City Project Manager concerning budget and work progress. Invoices will be submitted according to the terms of the contract and broken down by the five tasks identified in the grant.

As Principal Planner, Ms. Harshman will lead the project by facilitating and participating at all Planning Team meetings, community outreach activities, and the City Council and City Commission meetings. She will serve as the principal author and maintain quality control over the document at all times. Ms. Harshman will also manage relationships and work products from EPC staff, ensuring quality control and continuous improvement by conducting weekly meetings with the EPC Team.

Prior to working in the field of emergency management, Ms. Harshman enjoyed a combined 20-year career as a city, regional, and redevelopment planner for the County of San Diego, City of San Diego, and Southeastern Economic Development Corporation. In her role as a land use planner Ms. Harshman prepared General Plan Amendments, Community Plans, Zoning Ordinance revisions, and conducted hundreds of community meetings. As a local government staff member for so many years, Carolyn is very familiar with the organization, roles, and responsibilities of government entities. Ms. Harshman began work in the field of emergency management in 1984

when she was hired as a hazard planner for the County of San Diego's Office of Disaster Preparedness. There she updated the County's Emergency Operations Plan and also served as the Hazards Officer. Responding to requests from other jurisdictions to provide consulting services, Carolyn began part-time work as a consultant in 1986 writing Multi-Hazard Functional Plans (now known as Emergency Operations Plans) and providing training. In 1996, she ended her career with local government and established Emergency Planning Consultants.

Ms. Harshman has been a member of FEMA's Emergency Management Institute's Planning Advisory Board since 2005, involved in each update to the Emergency Planning Course (G235). Also, she taught FEMA's pilot course deliveries for the Comprehensive Preparedness Guide (CPG) 101. The revised CPG 101 regulations provide guidance on styles and content for emergency operations plans, placing emphasis on engaging the "whole community" – including those with access and functional needs, children, and those with household pets and service animals.

Carolyn has completed and teaches FEMA Master Trainer Program courses as well as a variety of other courses at the Emergency Management Institute, California Specialized Training Institute, and as an adjunct instructor at a variety of educational facilities. Ms. Harshman holds a Master of Public Administration (MPA) degree from San Diego State University and is a Certified Emergency Manager (CEM), as conferred by the International Association of Emergency Managers.

Actively engaged in professional development, Ms. Harshman was in FEMA's first cohort of the National Emergency Management Executive Academy. Ms. Harshman is an active leader in the International Association of Emergency Managers, serving as Chair of the Conference Committee, Chair of the Leadership Symposium, Chair of the Membership & Marketing Committee, President of IAEM-USA Region 9 (California, Arizona, Nevada, Hawaii, and Pacific Territories), Second Vice President for IAEM-USA, First Vice President for IAEM-USA, and now proud to be serving as President of IAEM-USA.

EPC Support Team



Name: Israel Estrada, CEM

Education: Master of Science – Emergency Management

Israel Estrada, CEM is an independent contractor serving as the Hazard Research Analyst and Plan Writer. He is responsible for hazard and demographic research, writing, technical services, graphics, and data analysis. Israel has worked for several years as a local emergency manager producing a range of plans, training, and exercises. He is soon to complete FEMA's Master Exercise Practitioner Program and FEMA's Planning Practitioner Program. Israel's first work with EPC was in 2019.



Name: Alex L. Fritzler

Education: Bachelor of Arts – Business Administration

Alex Fritzler is an independent contractor serving as the Lead Research and Mapping Analyst. He is responsible for hazard and demographic research, writing, technical services, graphics, data analysis, mapping services, and HAZUS. Alex has assisted with the preparation of more than thirty local government hazard mitigation plans and HAZUS projects since joining EPC in 2010.



Name: Megan R. Fritzler

Education: Bachelor of Arts – Liberal Studies

Megan Fritzler is an independent contractor serving as the Hazard Research and Plan Writing Analyst. She is responsible for hazard and demographic research and writing in support of hazard mitigation plans. Since 2018, Megan has assisted with the preparation of ten local government hazard mitigation plans including two multi-jurisdictional plans now in the FEMA review phase: Los Angeles County Metropolitan Transportation Authority (Metro) and Sonoma County Office of Education.

Organizational Chart



Projects in Last Five Years

Although EPC will gladly provide a comprehensive list of emergency management consulting accomplishments (plans, training, and exercises), below is the list of the hazard mitigation plans (2016-present). Staff assignments: Harshman (CH), Israel Estrada (IE), Alex Fritzler (AF), Megan Fritzler (MF). Ms. Harshman was the Project Manager and Principal Planner for each of these projects.

Jurisdiction	Range of Contract	Hazard Mitigation Plan Status	Staff
Antelope Valley Transit Authority	2016-2017	FEMA Approved 2017	CH, AF
Chula Vista Elementary School District	2015-2016	FEMA Approved 2016	CH, AF
Cities of Rancho Palos Verdes and Rolling Hills Estates	2019-2020	FEMA Approved 2020	CH, MF
City of Bellflower (also included General Plan Safety Element)	2016-2018	FEMA Approved 2018	CH, AF
City of Bradbury	2018-2019	FEMA Approved 2019	CH, AF
City of Buena Park (also included Emergency Operations Plan)	2016-2018	FEMA Approved 2017	CH, AF
City of Compton	2022-	Plan Writing Phase 2022	CH, IE
City of Covina	2018-2020	FEMA Approved 2020	CH, MF
City of Duarte	2019-2020	FEMA Approved 2020	CH, MF
City of El Monte	2015-2017	FEMA Approved 2017	CH, MF
City of Glendora	2015-2016	FEMA Approved 2016	CH, AF
City of La Habra Heights	2020-2022	FEMA Approved 2022	CH, MF
City of La Puente (also included Emergency Operations Plan)	2016-2018	FEMA Approved 2018	CH, AF
City of Lomita (also included Emergency Operations Plan)	2017-2018	FEMA Approved 2018	CH, AF
City of Long Beach (also included Continuity of Operations Plan)	2015-2017	FEMA Approved 2017	CH, AF
City of Montebello (also included General Plan Safety Element)	2016-2017	FEMA Approved 2017	CH, AF
City of Rolling Hills	2-17-2019	FEMA Approved 2019	CH, AF
City of Rosemead	2017-2018	FEMA Approved 2018	CH, AF
City of Santa Ana	2020-	FEMA Review 2022	CH, MF
City of Santa Fe Springs	2017-2018	FEMA Approved 2018	CH, AF
City of San Fernando	2019-2021	FEMA Approved 2021	CH, MF
City of Signal Hill	2022-	Plan Writing Phase 2022	CH, IE
City of Sierra Madre	2018-2020	FEMA Approved 2020	CH, MF
City of South El Monte	2019-2021	FEMA Approved 2021	CH, MF
City of Walnut, Mt. San Antonio Community College District, Walnut Valley Unified School District	2018-2020	FEMA Approved 2020	CH, AF
City of Whittier	2015-2016	FEMA Approved 2016	CH, AF
Cucamonga Valley Water District	2018-2019	FEMA Approved 2019	CH, MF

Jurisdiction	Range of Contract	Hazard Mitigation Plan Status	Staff
Granite School District (Salt Lake City, Utah)	2017-2019	FEMA Approved 2019	CH, AF
Jurupa Community Services District	2020-2021	FEMA Approved 2021	CH, AF
Los Angeles County Metropolitan Transit Authority (LA Metro)	2019-	FEMA Approval Pending Adoption 2022	CH, MF
Morongo Unified School District	2018-2020	FEMA Approved 2020	CH, MF
Mountains Recreation and Conservation Authority	2020-	FEMA Review 2022	CH, MF
Omnitrans	2018-2019	FEMA Approved 2019	CH, MF
Public Water Agencies Group	2022-	Plan Writing Phase 2022	CH, IE, AF
Sonoma County Office of Education (Multi-Jurisdictional Hazard Mitigation Plan)	2019-	Cal OES Review 2022	CH, MF
Southwestern Community College District	2014-2016	FEMA Approved 2016	CH, AF
Town of Yucca Valley	2017-2018	FEMA Approved 2018	CH, AF

References

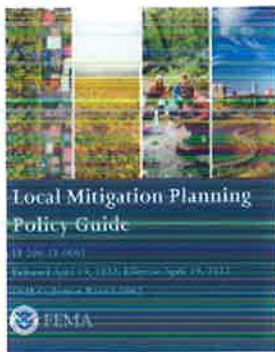
Jurisdiction	Point of Contact	Service Provided
City of Rosemead	Mandy Wong	Updated Hazard Mitigation Plan
City of San Fernando	Kenneth Jones	Updated Hazard Mitigation Plan
City of South El Monte	Rodrigo Pelayo	Updated Hazard Mitigation Plan

Project Timeline

The Timeline included below recommends a fast-track approach to the Planning Process. Rather than monthly Planning Team meetings, the first 3 will be weekly. This approach keeps the information fresh in the minds of the Team and allows us to get the Plan in the hands of the formal reviewers (Cal OES, FEMA) much quicker. This will ensure the City's eligibility for HMGP and other grants requiring approved LHMPs.

Task Elements	Month One	Month Two	Month Four	Month Five	Month Six	Month Seven	Month Eight	Month Nine	Month Ten	Month Eleven
Task Element #1 Organization of Resources										
Planning Team Meeting #1 LHMP Overview and Initial Hazard Briefing		X								
Planning Team Meeting #2 HAZUS and Status of 2008 Mitigation Action Items		X								
Planning Team Meeting #3 Future Mitigation Action Items		X								
Planning Team Meeting #4 Review First Draft Plan			X							
Encourage Public Participation in Household and Business Mitigation Activities (Social Media)				X						
General Public Input to Second Draft Plan				X						
External Agencies Provide Input to Second Draft Plan				X						
Submit Third Draft Plan to Cal OES/FEMA. Complete Mandated Revisions.					X	X	X	X		
Receive FEMA's Approval Pending Adoption									X	
Post and Conduct City Council Meeting to Adopt the Final Draft Plan										X
Submit Proof of Adoption to FEMA										X
Task Element #2 Project Management										
Project Reports, Minutes, Agendas	X	X	X	X	X	X	X	X	X	X
Task Element #3 Community Capabilities & Risk Assessment										
Conduct Risk Assessment and Capability Assessment	X	X								
Prepare HAZUS	X	X								
Task Element #4 Develop Mitigation Actions & Strategy										
Update Mitigation Actions		X								
Prepare New Mitigation Actions			X							
Include Monitoring, Evaluating and Updating the Plan	X	X								
Task Element #5 Prepare Draft Hazard Mitigation Plan	X	X	X	X	X	X	X	X	X	X
Drafts and Final Plan	X	X	X	X	X	X	X	X	X	X
Incorporate FEMA Final Approval into Final Plan										X
<i>* Note: recently the formal review process has taken 4 months however historically it has ranged from 6 months to as much as 1 year.</i>										

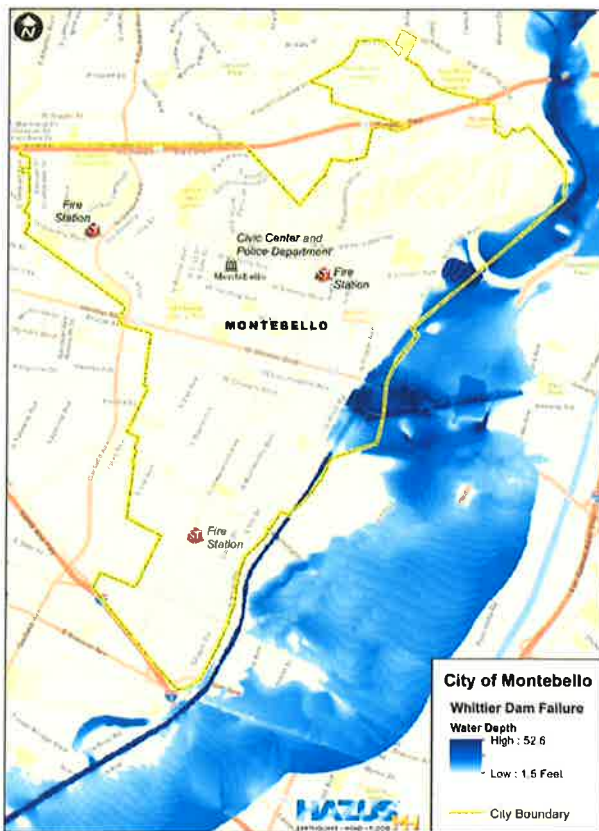
Task Element #3 Community Capabilities & Risk Assessment



The Hazard Mitigation Plan will be completed in compliance with the requirements of the federal government Disaster Mitigation Act of 2000 (DMA 2000), FEMA's Local Multi-Hazard Mitigation Planning Guidance published July 2008, the Local Mitigation Plan Review Guide published in October 2011, the Local Mitigation Planning Handbook published March 2013, and the Local Mitigation Planning Policy Guide published in April 2022 and effective April 2023. Building on those materials and other FEMA mitigation "how-to guides", the following methodology will be utilized:

- **Hazard Identification and Profiles** will be included in the Risk Assessment. EPC will build off of the Risk Assessment in the City's 2008 HMP, 2019 County of Los Angeles All-Hazards Mitigation Plan, and the 2018 California State Hazard Mitigation Plan. Additionally, the City's 2022 General Plan-Safety Element and the Emergency Operations Plan will be reviewed for hazard and risk-related information as well as history of previous occurrences. In addition to using information from these resources, the plan will include ways to cross-reference and integrate the mitigation plan with the other documents identified above. EPC also maintains a broad range of resources for information regarding historical disasters. EPC will consider a list of hazards included in the 2008 along with additional hazards now posing a significant threat to the jurisdiction. The "threshold" for significance is that a hazard event will impact the jurisdiction so severely that a Local Disaster Declaration would be justified. During the first Planning Team meeting, the hazards will be discussed, and EPC will provide recommendations on a final hazards list. The Risk Assessment in the HMP will include hazard-specific chapters including EPC-produced HAZUS-MH maps and reports (see below).
- **Local Capability Assessment** includes a list of the programs (budgets, facility improvement plans), policies, and personnel available within the jurisdiction to complete the Mitigation Strategy.
- **Asset Vulnerability** will also be included in the Risk Assessment specifically identifying each of the City-owned essential and critical facilities as to hazard vulnerability. In addition to the HAZUS maps and reports discussed below, EPC will produce hazard-specific maps showing location of the City's essential and critical facilities.
- **Community Profile** will be developed for the project area. More than just demographics and organizational structure, the Profile will reflect the history and unique characteristics of the community.
- **Mapping** resources within the jurisdiction will be utilized by EPC to assist the reader in understanding the location and vulnerability to hazards. Additionally, EPC will

produce any other maps necessary to properly explain the location of hazards as they relate to critical and essential facilities. Also, see below for a discussion on HAZUS-MH.



- **Estimating Potential Losses** will be accomplished through the use of HAZUS-MH (Hazards United States – Multi-Hazard) – a software produced by FEMA designed to estimate loss projections for earthquake, hurricane, flooding, and tsunami. EPC will prepare a minimum of three HAZUS-MH Level 2 maps and reports. The specific scenarios will be selected in coordination with the Planning Team. HAZUS-MH utilizes data from the most recent U.S. Census. That information is overlaid with a hazard scenario (e.g., San Andreas Fault). In the case of an earthquake scenario, the HAZUS-MH output is a map showing shaking intensities along with a detailed report on impacts to people, structures, infrastructure, and utilities. A dam inundation sample HAZUS-MH flood map prepared by EPC is shown on the left.

Task Element #4 Develop Mitigation Actions and Strategy

- **Hazard Mitigation Goals** will be built off of the goals in the 2008 LHMP. This task will be accomplished during the first Planning Team meeting.
- **Hazard Mitigation Actions Items** are the very core of the mitigation plan. The mitigation actions in the 2008 LHMP will be the starting point of this process in order to establish the accomplishments since the original plan. In addition to the action itself, FEMA now requires additional detail in describing the various action items. The entire Mitigation Strategy will be updated to comply with all contemporary FEMA standards. During the third Planning Team meeting our focus will be on developing new action items. This will include capturing ongoing activities not included in the 2008 HMP as well as developing new items for the future. Future ideas will be created by Planning Team members as well as drawn from pertinent General Plan policies and the Capital Improvement Plan. During this brainstorming process, members will be encouraged to think through the various hazards and come up with projects and programs that could be funded through the federal Hazard Mitigation Grant Program (HMGP) and other state and federal pre- and post-disaster funding mechanisms. EPC will present simple tools for ranking cost and benefit. Prior to

both of the meetings, EPC will prepare and distribute materials that will streamline discussions during the meetings.

- **Plan Maintenance** chapter identifies the timing and tasks involved in implementing the FEMA-approved LHMP. While the Mitigation Actions Matrix itself will contain all of the FEMA-mandated and practical information required to implement, the Plan Maintenance chapter will outline the schedule and process for implementing the Matrix. The Plan Maintenance chapter will include an Implementation Plan for tracking progress on a quarterly/annual basis. Following is an example of what the Implementation Plan will look like:

Action Item	Coordinating Organization	Timeline	Plan Goals Addressed					Funding Source - (" = not yet identified, GP=Capital Improvement Program, GF = General Fund, GR = Grants); Planning Mechanism (GP=General Plan, ZO=Zoning Ordinance, BC=Building Code)	Ranking - (L=Low, M=Med, H=High, N/A=not applicable)	2017 Comments and Status – Completed, Revised, Deleted, New, and Deferred	2021 3 rd Quarter Implementation Meeting Notes
			Protect Life and Property	Public Awareness	Environmental & Historical Preservation	Strengthen Partnerships	City Emergency Services				
Multi-Hazard Action Items											
MH-1 Continue to integrate the goals and action items from the Hazard Mitigation Plan (Plan) into existing regulatory documents and programs, where appropriate.	Disaster Management Planning Committee (DMPC)	Yearly	X	X	X	X	X	GF/GR, GP/ZO/BC	H	Revised – coordinating organization. Hold monthly meetings address issues	
MH-2 Identify and pursue funding opportunities to develop and implement local mitigation activities.	DMPC	Yearly	X	X	X	X	X	GF/GR, GP/ZO/BC	H	Revised – coordinating organization. Monthly Grant Committee Meetings	

- **Incorporation into Existing Planning Mechanisms** is particularly important if mitigation is to be achieved successfully. It's common for the City's General Plan, Emergency Operations Plan, Zoning Ordinance, Floodplain Management Plan, Storm Water Management Plan, and other regulatory documents to be closely associated with many of the mitigation actions items. FEMA wants to ensure that the HMP is not a stand-alone document but rather part of a comprehensive approach to hazard mitigation.

Task Element #5 Prepare Draft Hazard Mitigation Plan

Utilizing all of the identified FEMA hazard mitigation planning guidance and EPC experience since DMA 2000 came into effect, the plan will be prepared in steps. The First Draft Plan will be prepared by EPC with research gathered from the General Plan, Emergency Operations Plan, City's 2008 Hazard Mitigation Plan, County of Los Angeles 2019 All-Hazards Mitigation Plan, 2018 State of California Mitigation Plan, and a long list of HMPs from adjoining jurisdictions and web-based reference materials. EPC will

utilize HAZUS (discussed above in Task Element #1: Organization of Resources) to create disaster scenarios. The software will calculate loss projections as well as maps indicating scale of impact to the City of Monterey Park. Considerable information will also be gathered during the Planning Team meetings. Particularly important will be information of previous occurrences of hazards, status of mitigation actions included in the 2008 HMP, and future mitigation actions. Following is a Planning Phases Progression that graphically portrays the development of 4 draft plans and 1 final plan.

PLANNING PHASES PROGRESSION				
Plan Writing Phase (First, Second, Third Draft Plan)	Plan Review Phase (Fourth Draft Plan)	Plan Adoption Phase (Final Draft Plan)	Plan Approval Phase (Final Plan)	Plan Implementation Phase
• Planning Team input – research, meetings, writing, review of First Draft Plan • Incorporate input from the Planning Team into Second Draft Plan • Solicit input from general public and external agencies via email and web posting to review, comment, and contribute to the Hazard Mitigation Plan • Incorporate input into the Fourth Draft Plan	• Fourth Draft Plan sent to Cal OES and FEMA for approval pending adoption • Address any mandated revisions identified by Cal OES and FEMA into Final Draft Plan	• Post public notice of City Commission and/or City Council meetings along with the Final Draft Plan • Final Draft Plan distributed to City Commission and/or City Council in advance of meeting • Prepare staff report including any information gathered from the City Commission as well as comments from the public • Present Final Draft Plan to the City Council for adoption • City Council adopts Final Draft Plan	• Submit Proof of Adoption to FEMA with request for final approval • Receive FEMA Letter of Approval • Incorporate FEMA approval and Board of Directors resolution into the Final Plan	• Conduct monthly/bi-annual/annual Planning Team meetings • Integrate mitigation action items into budget and other funding and strategic documents • Seek administrative support and funding for HMP update within 5 years

Part II - COST PROPOSAL

Tasks and Sub-Tasks	Cost (\$)
Task Element #1: Organization of Resources	
Research and Writing Drafts and Final Plan	20,000
Planning Team Meeting Preparation and Delivery (4 total)	8,000
Community Outreach Strategy and Delivery	1,000
Incorporate Public and External Agency Input into Second Draft Plan	1,000
Submit Third Draft Plan to Cal OES/FEMA. Complete Mandated Revisions.	2,000
Post and Conduct City Council Meeting to Adopt the Final Draft Plan (includes staff report, resolution, PowerPoint presentation materials)	2,000
Finalize Plan	1,000
Task Element #2: Project Management	
Project Management, Quality Control, and Meeting Documentation (included under Task Element #1: Organization of Resources)	
Task Element #3: Community Capabilities and Risk Assessment	
Conduct Risk Assessment and Capability Assessment	5,000
Prepare HAZUS	5,000
Task Element #4: Develop Hazard Mitigation Actions and Strategy	
Update Mitigation Actions (included in Task Element #1: Organization of Resources - Planning Team meetings)	
Prepare New Mitigation Actions (included in Task Element #1: Organization of Resources – Planning Team meetings)	
Task Element #5: Prepare Draft Hazard Mitigation Plan	
Research and Writing Drafts and Final Plan (included in Task Element #1 – Organization of Resources)	
Plan Adoption and Approval (included in Task Element #1 – Organization of Resources)	
Total	\$45,000

Part II - COST PROPOSAL

Tasks and Sub-Tasks	Cost (\$)
Task Element #1: Organization of Resources	
Research and Writing Drafts and Final Plan	20,000
Planning Team Meeting Preparation and Delivery (4 total)	8,000
Community Outreach Strategy and Delivery	1,000
Incorporate Public and External Agency Input into Second Draft Plan	1,000
Submit Third Draft Plan to Cal OES/FEMA. Complete Mandated Revisions.	2,000
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Project Management, Quality Control, and Meeting Documentation (included under Task Element #1: Organization of Resources)	
Task Element #3: Community Capabilities and Risk Assessment	
Conduct Risk Assessment and Capability Assessment	5,000
Prepare HAZUS	5,000
Task Element #4: Develop Hazard Mitigation Actions and Strategy	
Update Mitigation Actions (included in Task Element #1: Organization of Resources - Planning Team meetings)	
Prepare New Mitigation Actions (included in Task Element #1: Organization of Resources – Planning Team meetings)	
Task Element #5: Prepare Draft Hazard Mitigation Plan	
Research and Writing Drafts and Final Plan (included in Task Element #1 – Organization of Resources)	
Plan Adoption and Approval (included in Task Element #1 – Organization of Resources)	
Total	\$45,000

Part II - COST PROPOSAL

Tasks and Sub-Tasks	Cost (\$)
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Conduct Risk Assessment and Capability Assessment	5,000
Prepare HAZUS	5,000
Task Element #4: Develop Hazard Mitigation Actions and Strategy	
Update Mitigation Actions (included in Task Element #1: Organization of Resources - Planning Team meetings)	
Prepare New Mitigation Actions (included in Task Element #1: Organization of Resources – Planning Team meetings)	
Task Element #5: Prepare Draft Hazard Mitigation Plan	
Research and Writing Drafts and Final Plan (included in Task Element #1 – Organization of Resources)	
Plan Adoption and Approval (included in Task Element #1 – Organization of Resources)	
Total	\$45,000

ATTACHMENT 2

The Resiliency Initiative

September 1, 2022

City of Monterey Park LHMP Update RFP #2022FD-LHMP

City Clerk
ATTN: Angela Loera
City of Monterey Park
320 W. Newmark Ave.
Monterey Park, CA 91754

PART 1- TECHNICAL PROPOSAL

**The Resiliency Initiative
2450 Colorado Ave. Suite 100E
Santa Monica, CA 90404
(424) 499-0218**

WOSB, WBE
UEI: JMLLMJ6JP AE1, CAGE: # 8EG31
Tax ID: 84-1761208, INSURED
NAICS:541611, 624230, 561499 & 922190

 **THE RESILIENCY INITIATIVE**

September 1, 2022

COVER LETTER

Angela Loera
City of Monterey Park
320 W. Newmark Ave.
Monterey Park, CA 91754

**Subject: City of Monterey Park LHMP Update
RFP# 2022FD-LHMP**

City of Monterey Park, thank you for the opportunity to submit on solicitation **RFP#2022FD-LHMP**. The Resiliency Initiative accepts all of the requirements for this Contract as shown in the RFP.

Company Data

Official Company Name: The Resiliency Initiative, Inc. (TRI)

Official Company Address: 2450 Colorado Ave. Suite 100E, Santa Monica, CA 90404

Primary Point of Contact:

Andrea Davis is President and CEO of The Resiliency Initiative representing all interests, and she is the authorized point of contact for this Solicitation.

Name	Title	Address	Phone & Email
Andrea Davis	CEO	2450 Colorado Ave. Suite 100E, Santa Monica, CA 90404	(818) 239-2228 andrea@theresiliencyinitiative.com

Type of Entity: S Corporation

Federal Employer I.D. Number: 84-1761208

Statement of Ownership: The Resiliency Initiative is a 100% Women Owned Small Business. Andrea E. Davis, President and CEO, is the sole owner.

Number of years Proposer has been in business under the present business name: The Resiliency Initiative was established in 2019.

September 1, 2022

Number of years of experience the Proposer has in providing the required, equivalent, or related services: Our qualified board of senior advisors has over 200 years of cumulative experience.

A list of all comparable contracts entered into during the last five (5) years, completed or not.

Project 1: Karuk Tribe Housing Authority	Year contract started and completed: 2022-Ongoing Type of Contract: Hazard Mitigation Plan Development Contracting Agency/Client: Karuk Tribe Housing Authority Project Description: TRI is currently under contract to develop a Hazard Mitigation Plan for the Karuk Tribe Housing Authority (KTHA) based in Northern California. We are leading and facilitating an inclusive planning process following Title 44 Code of Federal Regulations (CFR) §201.7 to produce a Hazard Mitigation Plan which will receive FEMA approval and render KTHA eligible for FEMA Hazard Mitigation Assistance grant programs. Project Manager: Lorraine Schneider
Project 2: School of Rock Franchise	Year contract started and completed: 2022-Ongoing Type of Contract: Crisis Management Program Development Contracting Agency/Client: School of Rock Project Description: TRI is currently under contract to create a corporate crisis management plan for the School of Rock Franchise. The School of Rock Franchise has one main corporate location and 300 schools around the globe instructing 15,000 students. The plan will be all-hazards with additional annexes focused on crisis communication, and compassionate care. Additionally, TRI is creating an editable template version of the corporate plan and annexes so each school can fill in information

September 1, 2022

	relevant to them. Finally, each school will receive a risk/security self-assessment tool, a one-page matrix listing the various categories of hazards with high-level action steps, and an editable wallet card template for each school to fill in “who to call when”, “where to evacuate”, etc. Project Manager: Lorraine Schneider, Brianna Lentz
Project 3: Project:Camp	Year contract started and completed: 2022 Type of Contract: Emergency Operations Plan & Annex Development Contracting Agency/Client: Project:Camp Project Description: TRI developed an Emergency Operations Plan (EOP) for Project:Camp, a 501(c)3 nonprofit organization that activates pop-up camps for children immediately following a disaster. Additionally, TRI wrote a childcare annex that can be plugged into city and county EOPs to address the needs of children and families impacted by disasters. Project Manager: Lorraine Schneider
Project 4: Flintridge Riding Club	Year contract started and completed: 2020 Type of Contract: Business Continuity Plan Development Contracting Agency/Client: Flintridge Riding Club Project Description: In 2020, the Riding Club had over 50 horse stables, 100 employees and members, and had unique planning considerations when it came to following public health directives as Los Angeles County was shutting down businesses due to the COVID-19 pandemic. The Riding Club could not send their staff home due to their role in caring for the horses, and the Riding Club had no existing business continuity plans or staff crisis communications in place. TRI staff met with the Riding Club’s executive council, conducted a site walk-through, and consulted public health officials to develop an in-depth business continuity plan that considered changing health guidance,

September 1, 2022

	staffing shortages and the potential of dealing with multiple crises at the same time. For example, the Riding Club is in a high-risk forest fire area, and the plan took into consideration the possibility of having to evacuate the horses due to a fire with limited staffing resources due to the ongoing pandemic. TRI finalized the plan by conducting a tabletop exercise with the executive council and provided all Riding Club staff with laminated wallet “hot cards” which outlined the emergency protocols for the Riding Club and numbers to call for all staff in a time of crisis. Project Manager: Eileen Connors
Project 5: CRESPI Carmelite High School	Year contract started and completed: 2020 Type of Contract: Strategic Planning Workshop Contracting Agency/Client: CRESPI Carmelite High School Project Description: TRI’s tasking from CRESPI was unique. CRESPI asked for a strategic planning workshop focused on various crises scenario planning for their board of directors comprised of church leadership and school faculty. In late fall 2020, TRI developed a series of short crisis briefings and facilitated a conversation with the board after each situation. The situation briefings ranged from a large-scale earthquake occurring while school is in session to a transgender student being bullied on campus. TRI facilitated the workshop completely virtually and took copious notes, compiling them into an after-action report and improvement guide for the board. Project Manager: Eileen Connors

Any failures or refusals to complete a contract (include explanation): There have not been any failures or refusals by TRI to complete a contract.

Individuals/Firms who own an interest of 10% or greater in Proposing firm: The Resiliency Initiative is a 100% Women Owned Small Business. Andrea E. Davis, President and CEO, is the sole owner.

Financial Interest of firm in other line of business: None.

September 1, 2022

The Resiliency Initiative has the talent, expertise, technology and experience necessary to perform local hazard mitigation plan services for state, local, and tribal government agencies. The Resiliency Initiative is currently headquartered in Santa Monica, CA, with over 200 years of crisis management experience.

The Resiliency Initiative has performed work in similar size and scope relating to mitigation and has highly experienced staff. TRI has two full-time employees and a board of directors and consultants that bring an extensive amount of expertise for the update of Monterey Park's LHMP. TRI maintains good standing with the government and has a top-rated insurance provider.

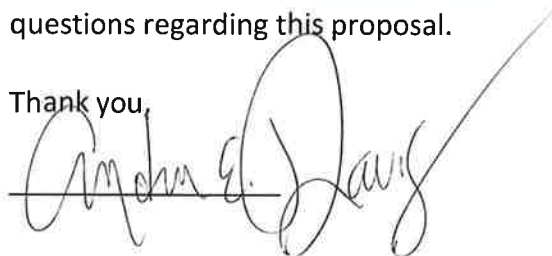
TRI has delivered numerous services in a broad context fulfilling unique customer needs and requirements. Customers range from the private sector and extend into the public sector and school districts. TRI's past performance portfolio indicates work in similar size and scope relating to this RFP.

Declarations:

- The Resiliency Initiative fully understands the scope of work, standards, and requirements set forth in the solicitation and affirms capability exceeding requirements as the Prime contractor for the work.
- The Resiliency Initiative will meet all insurance requirements as stated in the Specifications, Duties and Scope of Work.
- The Resiliency Initiative understanding of the deliverables are precise and within the core competency of our company.
- The Resiliency Initiative is not requesting any exceptions or deviations from the terms stated in Solicitation
- The Resiliency Initiative confirms that Andrea E. Davis is President of The Resiliency Initiative, with the contact information mentioned above has sole authority to represent The Resiliency Initiative and all of its interests.
- The Resiliency Initiative confirms receipt of all addenda issued for Solicitation.
- The Resiliency Initiative confirms that all information submitted with the proposal is true and correct and that the undersigned individual has the ability to bind The Resiliency Initiative to the terms of this proposal.

I am the point of contract and authorized individual for this proposal and to bind The Resiliency Initiative. Please contact me at 818-239-2228 or email me at andrea@theresiliencyinitiative.com if you have questions regarding this proposal.

Thank you,



September 1, 2022

Andrea E. Davis, President and CEO

TABLE OF CONTENTS

Items	Page
TITLE PAGE	1
COVER LETTER	2
TABLE OF CONTENTS	7
INTRODUCTION (SECTION 1)	8
PROJECT ANALYSIS (SECTION 2)	9
OBJECTIVE, SCOPE, NATURE OF PROPOSED PROGRAM (SECTION 3)	9
WORK PROGRAM (SECTION 4)	10
METHODOLOGY (SECTION 5)	16
PROJECT MANAGEMENT (SECTION 6)	18
ASSIGNED PERSONNEL (SECTION 7)	19
SCHEDULE (SECTION 8)	35
PROGRAM MONITORING (SECTION 9)	38
CITY RESOURCES (SECTION 10)	39
SUBCONTRACTORS (SECTION 11)	39
CONTRACTOR CAPABILITIES AND REFERENCES (SECTION 12)	39
ALTERNATIVE PROPOSALS (SECTION 13)	43
CONFLICT OF INTEREST (SECTION 14)	43

September 1, 2022

INTRODUCTION (SECTION 1)

The TRI team offers the City of Monterey Park best-in-class professionals with the in-depth experience needed to deliver all objectives and services detailed in the RFP. Our goal is to support the City in its efforts to be more resilient in its response to local hazards – “the ability of a community to prepare for anticipated hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions,” (FEMA Local Mitigation Policy Guide, 2022, p. 3). We wish to demonstrate how our top-level management’s past experience relates to the skills and know-how needed to successfully update the LHMP for the City of Monterey Park. We place significant value on:

- Our relationship-building skills founded on open communication, which will set us up for success working with the Internal Working Group and City of Monterey Park officials.
- Our cross-sector experience and collaboration spanning the local, state, federal, and private sector spaces, which have given us intimate insight into the operations and demands of a full-service city and the LHMP requirements and guidelines set forth by the California Governor’s Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA).
- Our strong analytical skills mixed in with resourcefulness, which will ensure we are well equipped to update the City of Monterey Park LHMP, measure new hazards and risks, identify new mitigation measures, and effectively communicate the findings and updated plan, both in writing and verbally.

To fulfill the services requested in RFP# 2022FD-LHMP, TRI will lead and facilitate a whole-community inclusive planning process utilizing FEMA’s Local Mitigation Planning Handbook guidelines to meet the requirements of Title 44 Code of Federal Regulations (CFR) §201.6 for FEMA approval and eligibility to apply for FEMA Hazard Mitigation Assistance grant programs.

TRI proposes a five-pronged approach to updating a **comprehensive** City of Monterey Park Local Hazard Mitigation Plan (LHMP):

1. Create a culture of hazard mitigation planning organization and process that fosters inclusivity, diversity and public comment.
2. Develop an in-depth risk assessment to include hazard profiles, hazard mapping, a vulnerability assessment, and updated capability assessment.
3. Design a hazard mitigation strategy comprehensive of a mitigation matrix and feedback from the planning task force, stakeholders and the public.

September 1, 2022

4. Construct a hazard mitigation plan implementation and maintenance process.
5. Produce an updated hazard mitigation plan for public comment and approval by Cal OES, FEMA and the Monterey Park City Council.

Diversity and Inclusion are defining principles for how TRI conducts business every day. We strongly believe that community resiliency can only be achieved if all voices are heard and participate in conversations about emergency preparedness. TRI is committed to having a diverse advisory board and staff. We have inclusive hiring policies and are dedicated to supporting diversity and inclusion through our philanthropic community efforts. Ms. Davis serves as a Board Member for the [Institute of Diversity and Inclusion for Emergency Management](#), a nonprofit dedicated to ensuring equity during a crisis. Furthermore, Ms. Davis, was a founding member of the Walmart Corporation's Governance Diversity and Inclusion Council.

PROJECT ANALYSIS (SECTION 2)

TRI is a new business entity; we recognize that awarding this RFP to us might be considered a risk. TRI mitigates this risk by:

- Our low overhead, a solid business strategic plan, and high working capital.
- Our over 200 years in the emergency management and security industries with reputations beyond reproach serving federal agencies (FBI, FEMA); the US Military; Fortune 500 companies (Walmart, Disney, the Patel Group); educational institutions (UCLA, the Emergency Management Institute, George Mason); and nonprofits (The American Red Cross, Save the Children).
- Our staff, consultants and Advisory Board receiving national recognition and awards for leadership and service to the emergency management industry.
- Our utilization of best-in-class technology, robust project management and budget tracking strategies, and the usage of a corporate quality management system consistent with ISO 9000.

OBJECTIVE, SCOPE, NATURE OF PROPOSED PROGRAM (SECTION 3)

Our *Project Understanding and Approach* section details how we plan for the preparation, approval, and adoption of the City of Monterey Park's comprehensive Local Hazard Mitigation Plan. It also illustrates our project management, our quality assurance and control methods, and our **whole community** involvement goals and vision. Our Executive Director's experience leading the update of the City of

September 1, 2022

Glendale's LHMP in 2017 serves us well in mirroring the approach depicted by the City of Monterey Park in the RFP.

Key Objective:

Manage, coordinate, and update an inclusive Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act (DMA) of 2000, utilizing FEMA's Local Mitigation Planning Handbook guidelines to meet the requirements of Title 44 Code of Federal Regulations (CFR) §201.6 for FEMA approval and eligibility to apply for FEMA Hazard Mitigation Assistance grant program

TRI will complete the following tasks associated with the delivery of a FEMA-approved mitigation plan:

- a) Update the LHMP, including process documentation, capability assessment, development of mitigation goals, identification, and analysis of mitigation measures, writing and reviewing plan drafts.
- b) Review relevant City and County documents, plans, records, GIS data, and historic events and incorporate them into the planning process.
- c) Complete risk assessments, including threat and hazard identification and profiling of natural hazards common to the City of Monterey Park, assessment of vulnerabilities, and estimates of potential losses.
- d) Incorporate review comments from City staff, Cal OES, and FEMA into the plan as necessary to complete the plan in compliance with DMA 2000, Cal OES, and FEMA requirements.
- e) Facilitate City-specific meetings and activities to include venue, signage, and outreach.
- f) Plan and facilitate accessible City-specific public participation activities to include venue, signage, and outreach.
- g) Develop and conduct mini tabletop discussions with City leadership to evaluate areas of the plan before they are finalized; updating the plan with any lessons learned.

WORK PROGRAM (SECTION 4)

To accomplish this project, TRI will manage, coordinate, prepare, and administer the development of the update. We will rely on the City to provide access to any necessary documentation to review as well as providing recommendations for stakeholder participation.

TRI's work program will adhere to the following five (5) phases:

September 1, 2022

1. Organization of Resources

In accordance with DMA 2000 (44 CFR 201.6), TRI will organize representatives from local, state, federal agencies, and departments with significant interests in the community and/or hazard mitigation. Engaging with these representatives will help inform what current conditions have changed since the 2008 plan version. TRI will work with the planning team which will be comprised of City of Monterey Park staff to offer TRI guidance and direction throughout the hazard mitigation planning process.

Our tasks will include, but will not be limited to:

- Assist in the organization of an Internal Working Group consisting of City employees from representative departments of the City and facilitate the meetings on the discussion, coordination, and review of information as necessary.
- Facilitate initial meetings to confirm and seek concurrence on the purpose of the update, and to refine the Scope of Work and schedule to complete the update.
- Prepare, organize, and maintain documentation that memorializes the entire planning process, informs the public and stakeholders of the overall approach, and serves as a permanent record as to the plans development, public involvement, and decisions made.
- Develop and implement a public outreach strategy that:
 - Conforms to the statutory requirements of the Code of Federal Regulations 44 CFR 201.6, and the requirements of FEMA Local Mitigation Planning Handbook and Community Rating System (CRS) program.
 - Documents, evaluates, and incorporates input received from outreach efforts.
- Organize, notice, and facilitate a minimum of two (2) **inclusive** public outreach workshops. The workshops will provide the public with an opportunity to interact with the LHMP Planning Team, introduce the public to the progress and outcomes of the LHMP planning process, review the outcomes of the hazard identification and risk assessment, and act as a public commenting tool for the Public Review Draft LHMP.
- Ensure neighboring communities, local, and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, as well as other to-be-determined interests are involved in the planning process as required by 44 CFR 201.6(b)(2).

2. Project Management

TRI's Project Manager, Lorraine Schneider, will oversee the management of the entire project, administer all instructions from the Project Management Team, Cal OES, and FEMA, and answer or obtain answers to all questions.

Project Manager's tasks will include, but will not be limited to:

- Develop and maintain a critical path method schedule for the project. The Project Manager will update the schedule at least monthly.

September 1, 2022

- Prepare monthly progress reports to be submitted with payment invoices describing work progress, indicating the percentage of work completed and percentage of budget expended by task element.
- Assist the City Project Manager in preparing monthly progress reports and quarterly reports to be submitted to Cal OES and to meet obligations of the Cal OES sub-recipient grant providing funding for the services to update the LHMP. Participate in teleconferences with these agencies and the City to resolve any outstanding issues or answer questions.
- Conduct one (1) project management closeout meeting.

To support the project management project, the emergency support specialists will assist by:

- Planning and facilitating the following meetings:
 - Kickoff meeting
 - Monthly project management team meetings – onsite or via phone.
 - Monthly planning team meetings – onsite or via phone.
 - Public workshop meetings – (Minimum of two (2) meetings: one (1) during the planning process, one (1) during public review period)
 - City Council adoption – two (2) regular Council meetings at minimum (may require Planning Commission Meeting as well)
- Prepare agendas and reference information and keep/prepare minutes for all conference calls or meetings. Conference notes will be prepared in typed form and furnished electronically to the City project manager within five (5) days after date of conference/meeting.

3. Community Capabilities and Risk Assessment

TRI will coordinate with other agencies, organizations, and interested members of the public having an interest in the LHMP update. We will accomplish this by conducting field verification for specific mitigation measures, reviewing existing/identifying new mitigation goals and objections and assessing the City's capabilities, and explaining how the previous mitigation plan was incorporated, when appropriate, into other planning mechanisms.

Community Capabilities

TRI will compile and review the existing 2008 Hazard Mitigation plan, policies, reports, studies, and data available from local, state, and federal sources, interview local departments and agencies, and work with the LHMP Planning team to identify and document all capabilities currently in place within the City that reduce disaster losses, or that could be utilized to reduce losses in the future

Our tasks will include, but will not be limited to:

September 1, 2022

- Identify and document any current authorities, programs, staffing, funding, and other resources currently in place or available to accomplish mitigation and reduce vulnerabilities.
- Identify and document current infrastructure in place, such as flood controls, that either positively or negatively impact the City's vulnerability to disaster.
- Review and describe the City's participation in the National Flood Insurance Program (NFIP) and its floodplain management program, and if and how it will need to comply with the NFIP requirements.
- Develop strategies to expand upon and/or improve existing policies and programs in the City's existing Hazard Mitigation Plan.

Risk Assessment and Vulnerability Analysis

TRI will identify and prioritize potential hazards and risks to the people and economy, as well as both built and natural environments of the City; and update the overall assessment of the City's vulnerability to and potential impacts of each hazard identified in the City's 2008 Hazard Mitigation Plan. Using various planning documents within the City and/or Los Angeles County; appropriate Cal OES resources; or FEMA hazard software and other resources; TRI will compile, update and accurately inventory the types and numbers of buildings, infrastructure, and critical facilities that may be vulnerable to each of the identified potential hazards. Results from this task element will form the foundation for identifying mitigation actions to reduce losses.

Our tasks will include, but will not be limited to:

- Identify and evaluate vulnerable assets and estimate loss potential of those assets.
- Describe natural, technological, and/or human-caused hazards that have potential to affect the City's assets.
- Prepare a description of geographic location, extent, previous occurrences, and probability of future events.
- Prepare and provide an overall summary of each hazard profile and its impact on the community.
- Identify addresses of NFIP-insured structures that have been repetitively damaged by floods.
- Review existing studies, reports, and plans related to historical disasters, and document disaster declaration history.
- Utilize FEMA's Hazus, RiskMAP products (and/or other appropriate software) to generate level 2 vulnerability assessments for earthquake and flood hazards.
- Develop a parcel-level inventory of vulnerable structures.
- Document the analysis and findings from this task element in a manner and format that planners, policy makers, and community members can easily decipher.
- Include graphics and generate Geographic Information System (GIS)-based maps that will illustrate the extent and location of each hazard, as well as other available information, within the defined planning area.

September 1, 2022

4. Develop Mitigation Actions and Strategy

TRI will review the existing mitigation strategy and develop updated specific mitigation actions to address each of the identified hazards with the goal of reducing or avoiding long-term vulnerabilities to the identified hazards. Under this task, TRI will review the existing document and identify mitigation goals, mitigation actions, and develop an updated mitigation action plan. Mitigation actions will be evaluated and prioritized based on, amongst other criteria, a planning level cost-benefit assessment. Other criteria may include life safety, preservation of property, environmental, legal, and political.

Our tasks will include, but will not be limited to:

- Identify Mitigation Goals that define what long-term outcomes the City wants to achieve with the plan.
- Identify specific mitigation actions, projects, activities, policies, processes, or programs recommended to reduce or eliminate the impacts of the hazards identified in the updated risk assessment task element.
- Prepare a cost estimate on a defined comparative cost scale as a basis to compare and prioritize mitigation actions.
- Identify how each mitigation action will be implemented, including who is responsible for various actions, funding mechanisms, timeframe for implementation, and implementation priority.
- Identify those mitigation actions for which there is no current or planned funding mechanism.
- Describe the status of any mitigation actions defined in the City's current Multi-Jurisdictional Hazard Mitigation Plan as "completed" or "non completed". For "not completed" actions, indicate if those are included in the new updated LHMP.
- Prepare a matrix that summarizes mitigation actions, priorities, responsible party(ies), funding mechanisms, benefit/cost, and technical feasibility as shown in FEMA's Local Mitigation Planning Handbook (March 2013).

5. Prepare Draft Hazard Mitigation Plan

TRI will ensure that the updated Local Hazard Mitigation Plan shall meet the requirements outlined in 44 CFR Part 201 and the most current FEMA plan guidance available. This will be done by utilizing the FEMA Local Mitigation Planning Handbook (2013) which includes the Local Mitigation Plan Review Tool, the Local Mitigation Plan Review Guide (2011), the brand new (April 19, 2022) Local Mitigation Planning Policy Guide (which will be effective April 19, 2023), and the California State Regulation Checklist. Importantly, TRI will ensure the needs of people with disabilities and access and functional needs (DAFN) are being considered in the plan and make

September 1, 2022

sure to present new processes, structures, and formatting to make the updated plan more robust, modern, and practical than its predecessor.

TRI will present the planning team with an executive summary of the plan's updates and changes as well as a step-by-step guide on how to update the document for future review periods. The guide will include tips on how to engage members of the whole community, including the private sector, and be inclusive of all-hazards planning objectives. The guide will also outline specific details on how to hold a successful inclusive community plan review meeting, key considerations for the DAFN community, as well as considering what languages the plan should be available in translated format.

Once the Draft LHMP is finalized, TRI will facilitate a review and comment period, as shown in figure 2. TRI will incorporate all planning team, stakeholder and public comments to finalize the draft LHMP. TRI will forward the updated LHMP and all supporting documentation to Cal OES/the State Mitigation Planner. TRI will make any necessary revisions requested by the State. Once the State is satisfied that the plan meets the requirements, it will be forwarded to the FEMA Regional Office for review and approval. Upon receiving FEMA's approval, TRI will prepare the final LHMP for the Monterey Park City Council's approval

Our tasks will include, but will not be limited to:

- Submit an administrative draft of the LHMP to the City Planning Team for review and comment.
- Collaborate and incorporate comments from the City Planning Team and prepare a Public Review Draft and circulate as appropriate for public review and comment, including City Commissions and City Council. Public Review comments will be incorporated into an Appendix of the final LHMP.
- Incorporate public review comments and submit a draft LHMP to Cal OES State Hazard Mitigation Officer (SHMO) for review and comment.
- Collaborate and incorporate comments from Cal OES/SHMO and submit a final draft LHMP through Cal OES to FEMA for review and comment.
- Collaborate and incorporate comments from FEMA and prepare a final Updated LHMP for adoption by the City of Monterey Park.
- Assist the City Planning team with the final adoption procedures by the City of Monterey Park City Council and incorporate documentation of local adoption into the final updated LHMP.
- Assist the Planning Team to secure final approval letter and plan review tool from FEMA. TRI will ensure the plan and the planning process is completed to the satisfaction of, and in accordance with, the criteria established by FEMA.

September 1, 2022

METHODOLOGY (SECTION 5)

Understanding:

To accomplish this project, TRI will manage, coordinate, prepare, and administer the development of the update. We will rely on the City to provide access to any necessary documentation to review, as well as providing recommendations for stakeholder participation.

Approach:

TRI's methodology will adhere to the following five (5) phases:

1. Organization of Resources
2. Project Management
3. Community Capabilities and Risk Assessment
4. Develop Mitigation Actions and Strategy
5. Prepare Draft Hazard Mitigation Plan

Strategy for managing invoices:

TRI's strategy for invoice management will be to provide detailed invoicing to the City of Monterey Park on a monthly basis, in accordance with FEMA's Preparedness Grants Manual and the Disaster Finance Guide. The detailed invoicing will reference all duties listed in the Scope of Work as applicable. Additionally, TRI will provide the city with all necessary documentation and receipts on a monthly basis so the city can meet FEMA's quarterly reporting deadlines.

City assistance needed:

The City of Monterey Park will need to give TRI access to existing plans, maps, and documentation that could aid in the update of the LHMP. Additionally, the City will need to procure locations for local public hearing meetings. TRI will work with the City and make clear when assistance is needed.

Additional services:

TRI will adhere to the Scope of Work as listed above and in RFP #2022FD-LHMP Exhibit C.

Cost Controls:

For past clients, TRI created a detailed Microsoft Project tracking database integrated with our invoice management system. TRI will implement the same process for this RFP. TRI's President and CEO will monitor and review the project tracker on a bi-weekly basis to ensure all tasks are completed and invoiced according to the agreed-upon schedule. Additionally, TRI's President and CEO will continuously seek opportunities to save costs and complete tasks early.

September 1, 2022

Project Schedule:

Robust project management is essential to the success of any project. To facilitate this, TRI is dedicated to establishing a partnership with the City of Monterey Park founded on open communication and effective coordination. We will ensure that all stakeholders remain well informed and educated on the project's objectives, milestones, and quality control measures. TRI will work closely with the City of Monterey Park to develop a project management plan (PMP) that establishes the goals, roles, milestones, and administrative components of the project. The PMP will be reviewed and updated periodically, ensuring that the City of Monterey Park can monitor in real time the project's progress through the use of our **Monday.com project management software**. Having navigated emergency planning efforts remotely throughout the duration of the COVID-19 pandemic, our team is very proficient at utilizing video, teleconference, file sharing and cloud computing workflows.

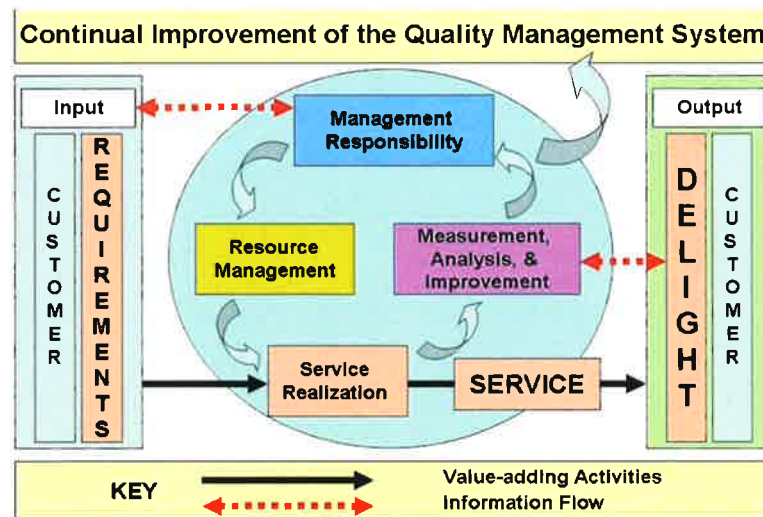
As a small company, TRI's President and CEO, Andrea Davis, is committed to and accountable for quality control of all contracts. Ms. Davis fulfills this responsibility by supervising other management and staff and reviewing and approving final deliverables. Internally, Ms. Davis and TRI's Executive Director, Lorraine Schneider, educate, administer, and ensure quality control of all TRI resources applied directly or indirectly on client contracts. Further, we consult, tailor, and remain connected with external best practice resources for our QMS – this includes ISO, PMI, and other acknowledged best practices.

TRI applies internal quality control procedures within our corporate quality management system (QMS) consistent with ISO 9000. Our corporate QMS is reinforced and resides alongside our comprehensive set of corporate policies and protocols – all of which flow down to the project and/or individual level as appropriate. Our emphasis is on maintaining high standards of quality and customer satisfaction through continuous improvement.

September 1, 2022

Our QMS and corresponding Quality Assurance (QA) and Quality Control (QC) procedures are documented, reviewed, and updated annually, and applied as part of our project management to fully comply with all customer contract requirements. Key elements of our QMS and QC procedures, as shown in *Figure 1* are customers, management responsibility, resource management, measurement, and service/product delivery.

Figure 1: Quality Management



PROJECT MANAGEMENT (SECTION 6)

To complete this project, **TRI will rely on internal staff and consultants only**. The team will be organized as indicated in *Figure 3*. The three (3) persons that will be principally responsible for working with the City are:

1) Andrea Davis, CEM, CBCP

- Role: Project Lead
- Responsibility: Accountable for quality control by supervising management and staff, as well as reviewing and approving final deliverables. Point of contact for all legal matters.

2) Lorraine Schneider, CEM

- Role: Project Manager
- Responsibility: Responsible for planning, organizing, and directing the completion of the project and ensuring the project is on time, on budget, and within scope. Will update the City periodically about the project's status, will set up all relevant meetings, etc.

September 1, 2022

3) Mike Ripley, CEM, CBCP, MEP

- Role: Technical Consultant
- Responsibility: Lead reviewer and writer of the LHMP. Will provide subject matter expertise and assist in leading meetings.

In addition to the responsibilities laid out above, TRI's Emergency Management Support Specialists will conduct research and assist in delivering the public outreach strategy and the development of the LHMP.

ASSIGNED PERSONNEL (SECTION 7)

Qualification Plan: TRI has in-depth employee onboarding manuals, processes, and protocol. Ms. Davis personally meets with all potential new employees or consultants to ensure a good fit for each project. TRI will utilize their existing processes and protocol to meet the staffing needs of this project.

Andrea Davis, CEM, CBCP

Andrea Davis is a recognized expert in the field of emergency management who has dedicated her career to bridging the silos between public and private sectors to create a united approach when it comes to disaster risk reduction. Ms. Davis has held leadership roles with NGOs (The American Red Cross, Save the Children US), the US Federal Government (FEMA, The Federal Reserve) and for Fortune 500 Companies (Walmart, Disney). With each role, Ms. Davis used her influence to lead global initiatives focused on the importance of making risk-informed determinations and engaging all members of the community in the decision-making process. Currently, Ms. Davis is the President and CEO of a Women-Owned Small Business (WOSB), The Resiliency Initiative (TRI). Aside from her experience in the field, Ms. Davis has completed the Executive Academy at FEMA's Emergency Management Institute and has a Master of Science in Public Health and Homeland Security.

Lorraine Schneider, CEM

Lorraine Schneider currently serves as the Executive Director of The Resiliency Initiative. Previously, Ms. Schneider developed groundbreaking training, exercise, and preparedness programs serving The Walt Disney Company; the University of California, Los Angeles (UCLA); as well as local jurisdictions and nonprofits. She has previously written LHMPs. Aside from her experience in the field, Ms. Schneider has a Master of Science in International Strategy and Diplomacy and has a certificate degree in Emergency Management and Homeland Security.

September 1, 2022

[Mike Ripley, CEM, CBCP, MEP](#)

Mike Ripley has over 20 years of experience in the emergency management field and currently serves as the First Vice President, Head of Enterprise Business Continuity for East West Bank. He has led teams with an operating budget of up to \$14M for high-profile entertainment industries and is extremely well versed in all aspects of the emergency management cycle, including planning. Aside from his experience in the field, Mr. Ripley has a Bachelor of Science in Occupational Safety and Health and is currently working toward his Master of Science in Emergency Services Management.

[Brianna Lentz](#)

Bri Lentz is currently working toward her Master of Science in Disaster Resiliency and has her Bachelor of Science in Emergency Administration and Planning. She has five years of disaster management experience composed of federal, local, and private sector work. Her experience includes updating emergency plans for accessibility and inclusion, implementing resilience initiatives across multiple departments, and assisting the planning section chief on incidents like Hurricane Florence and the 2018 California Camp Fire.

[Keila Puello](#)

Keila Puello is currently working toward her Bachelor of Arts in Disaster Management with a minor in International Communications. She comes to this field with over ten years of experience as a licensed healthcare and certified wellness practitioner, where she worked in a variety of settings and with people from all walks of life.

TRI will assign a dedicated, full-time project manager - Lorraine Schneider - to oversee daily operations and quality assurance for the contract and will maintain daily communications with the City of Monterey Park.

September 1, 2022

Name & Role	Professional and Academic Background	Similar Work Performed	Time Allocated to Project
Andrea Davis- CEO	-M.S., Public Health & Homeland Security -B.A. International Relations -Senior Director, Global Emergency Management and Business Continuity, Walmart -Director, Global Crisis Management and Business Continuity, Walt Disney -Interim V.P., Global Intelligence, Threat Assessment & Crisis, Walt Disney -Director, External Affairs, FEMA	-Provided strategic oversight for all crisis and continuity planning strategies, standards, and policies -Developed a city-wide Department Operations Center and EOC training curriculum -Developed and maintained a comprehensive emergency response plan -Developed an all-inclusive emergency management training program	124 hours
Lorraine Schneider- Project Manager	-M.S., International Strategy & Diplomacy -B.A., North American Studies -Executive Director, Emergency Management Growth Initiative -Program Manager, Global Crisis Management, Walt Disney -Principal Consultant, KASSL Emergency Management Consulting -Emergency Management Training Specialist, UCLA	-Updated the City of Glendale's Local Hazard Mitigation Plan (LHMP) -Facilitated EOC training for local California jurisdictions -Served as the Planning and Intelligence Section Chief for UCLA	248 hours
Mike Ripley- TRI Consultant	-M.S., Emergency Services Management (In Progress) -B.S., Occupational Safety and Health -V.P., Enterprise Business Continuity, East West Bank -Senior Manager, Global Crisis Management, Walt Disney -Director, Business Continuity & Crisis Management, NBC Universal	-Development of Business Continuity Plans, Emergency/Continuity Plans, and Disaster Recovery Plans -Implementation of a Crisis Management Team -Strategic management of planning and preparedness functions	124 hours

September 1, 2022

Name & Role	Professional and Academic Background	Similar Work Performed	Time Allocated to Project
Brianna Lentz- Support Specialist	-M.S., Disaster Resilience Leadership (In Progress) -B.S. Emergency Administration and Planning -Officer, Disability Integration, New Orleans Health Department -Intern, Business Continuity, Federal Reserve Bank of Dallas -Planning Specialist, FEMA Corps	-Created inclusive working group to discuss disaster response and recovery -Created and implemented grant project plan -Updated Business Continuity/Continuity of Operations plans	372 hours
Keila Puello- Support Specialist	-B.A., Disaster Management -A.S., Criminal Justice	-Created an Emergency Operation Plan and Childcare Annex	372 hours

Responsibilities and Capacity of Technical Personnel

Name & Role	Responsibilities and Capacity
Andrea Davis- CEO	-Quality control -Final approval on all deliverables -Point of contact for all legal matters
Lorraine Schneider- Project Manager	-Project Manager -Responsible for planning, organizing, and directing the completion of the project
Mike Ripley- TRI Consultant	-Technical lead -Subject matter expertise
Brianna Lentz & Keila Puello- Support Specialist	-Research -Assist in public outreach strategy -Administrative duties

**** See Resumes Below ****

September 1, 2022

Andrea E. Davis, CEM, CBCP

President & CEO, The Resiliency Initiative

EDUCATION

- **Executive Academy**
FEMA Emergency Management Institute
- Emmitsburg, MD
2014-2015
- **Master of Science, Public Health & Homeland Security**
Penn State College of Medicine - World Campus 2008-2011
- **Bachelor of Arts, International Relations**
Chico State University 1994-1997

HONORS & CERTIFICATIONS

- **Inaugural Emergency Manager of the Year**
International Association of Emergency Managers 2018
- **Ripple Effect Award**
Women in Homeland Security – Southern California 2018
- **Hall of Fame Inductee**
International Network of Women in Emergency Management 2012
- **Certified Emergency Manager (CEM)**
- **Certified Business Continuity Professional (CBCP)**

PROFESSIONAL EXPERIENCE

- **President and Chief Executive Officer**
The Resiliency Initiative 05/2019-Present
President of a consulting company focused on crisis and risk mitigation planning and training with the mission of empowering communities and organizations to become self-reliant.
- **Senior Director, Global Emergency Management and Business Continuity**
The Walmart Corporation 01/2020-04/2022
 - Directed a staff of 35 professionals, to include four global directors; managed a \$15 million-dollar annual budget.
 - Incident Commander for Walmart's global response to COVID-19, the 2020 US civil unrest, 15 hurricanes to include two large-scale responses-Laura and Ida, the 2021 winter storms and an active shooter situation at a distribution center.
 - Led the 24/7, 365 Global Security Operations Center which triaged an average of 400 incidents responses a day.
 - Headed Walmart's business continuity program, spearheading the development of over 355 crisis and resiliency plans across the enterprise with 2,100 identified critical functions.
 - Responsible for Walmart's global, large-scale disaster recovery and remediation operations.
 - Created a department dedicated to employee preparedness and public, private sector engagement.

September 1, 2022

Andrea E. Davis, CEM, CBCP

President & CEO, The Resiliency Initiative

SERVICE TO PROFESSION

- **Board Chair**
California Resiliency Alliance Present
- **Board Chair**
American Red Cross, Northwest Arkansas Present
- **Advisory Board Chair**
Dr. Lucy Jones Center for Science and Society Present
- **Board Member**
Institute on Diversity and Inclusion In Emergency Management (I-DIEM) Present
- **Board Member**
National Alliance for Public Safety GIS 2020-22
- **Board Member**
National Children's Resiliency Board 2016-2020
- **Board Vice Chair & Chair**
American Red Cross, Los Angeles Region 2014-2020
- **Board Member**
Save the Children Corporate Council 2015-2020

PROFESSIONAL EXPERIENCE (cont.)

- **Director, Global Crisis Management and Business Continuity**
The Walt Disney Company 09/2016-01/2020
 - Oversaw an enterprise-wide department that is responsible for all-hazards crisis planning and testing for Disney and its affiliates (ESPN, ABC, Parks, etc.) world-wide.
 - Directed 20 professionals to include the Chief Medical Officer and the Fire Chief; managed a \$10 million-dollar annual budget.
 - Provided strategic oversight for all crisis and continuity planning strategies, standards, and policies for the Walt Disney Enterprise.
- **Interim Vice President, Global Intelligence, Threat Assessment & Crisis Management**
The Walt Disney Company 07/2016-01/2017
- **External Affairs Director**
Federal Emergency Management Agency 05/2010 – 09/2012
 - Led a staff of 17 senior professionals as well as a cadre of 160 emergency response workers.
 - Handled all public relations and congressional and intergovernmental outreach for FEMA's Louisiana Recovery Office (LRO). The LRO managed the recovery from hurricanes Katrina, Rita, Ike and Gustav with a total portfolio of 20 billion dollars, the largest recovery operation in the United States since the Civil War. I received five nominations for exceptional service from the *Federal Executive Board*.

September 1, 2022

Lorraine A. Schneider, CEM

Executive Director, The Resiliency Initiative

EDUCATION

- **Master of Science, International Strategy & Diplomacy**
London School of Economics & Political Science (LSE)
2020-2021
- **Certificate Degree, Emergency Management & Homeland Security**
UCLA Extension 2015-2016
- **Bachelor of Arts, North American Studies**
Freie Universität Berlin 2012-2016

HONORS & CERTIFICATIONS

- **Ripple Effect Award**
California Women in Homeland Security
2020
- **Rising Star Award**
Business Industry Council on Emergency Planning & Preparedness 2019
- **Service Excellence Award**
UCLA 2019
- **Certified Emergency Manager (CEM)**
- **Planning & Intelligence Section Chief/Coordinator (Type III)**
- **Certified Trainer in ICS 100, 200, 300, 400, 402 & G191**
- **FEMA Homeland Security Exercise and Evaluation Program (HSEEP)**

PROFESSIONAL EXPERIENCE

- **Executive Director**
The Resiliency Initiative 05/2022-Present
Executive Director of a consulting company focused on crisis and risk mitigation planning and training with the mission of empowering communities and organizations to become self-reliant.
- **Founder and Executive Director**
Emergency Management Growth Initiative (EMGI)
04/2020-Present
Drive EMGI's mission to make the emergency management profession more visible and accessible by empowering a team of twenty professionals based across three continents to develop and lead initiatives addressing structural challenges the emergency management profession faces.
- **Program Manager, Global Crisis Management**
The Walt Disney Company 09/2019-02/2022
 - Fostered readiness for natural, technological, and man-made disasters impacting any Company site globally (offices, studios, travel groups, hotels, cruise line, theme parks, productions, etc.)
 - Developed and facilitated dozens of Global Crisis Management discussion- and operations-based exercises across the Company and its affiliates (e.g., Global Security or National Geographic Partners), followed by after-action reports to create new and improve upon existing plans and processes.

September 1, 2022

Lorraine A. Schneider, CEM
Executive Director, The Resiliency Initiative

SERVICE TO PROFESSION

- **Board Chair**
Project:Camp 2021-Present
- **Instructor & Disaster Response Officer**
International Medical Corps
2020-Present
- **Volunteer**
Field Innovation Team
2019-Present
- **Member**
Pacific Council on International Policy
2018-Present
- **Founding Board Member**
California Women in Homeland Security
2017-2019
- **Hurricane Harvey Deployment**
American Red Cross 09/2017

LANGUAGE PROFICIENCY

- **English**
Native/Bilingual
- **French**
Native/Bilingual
- **German**
Native/Bilingual
- **Spanish**
Elementary

PROFESSIONAL EXPERIENCE (cont.)

- Coached business segments globally with their holistic (planning, training, exercises, and preparedness) program creation and maintenance.
- Oversaw the planning and activation of a Closed Medical Point of Dispensing (MPOD) amidst the COVID-19 pandemic, liaising with internal and external partners.
- **Principal Consultant**
KASSL Emergency Management Consulting
08/2017-09/2019
 - Updated the City of Glendale's Local Hazard Mitigation Plan (LHMP)
 - Facilitated Emergency Operations Center (EOC) Training for local California jurisdictions
- **Emergency Management Training Specialist**
University of California, Los Angeles (UCLA)
09/2016-09/2019
 - Built from the ground up, managed, and served as the head instructor of the emergency management training program, serving a campus population of 85,000 students, staff & faculty.
 - Served as the Planning & Intelligence Section Chief for several EOC activations, including the 2017 Skirball Fire and 2018 UCLA Labor Strikes.
 - Revived a defunct Warden/Building Captain program for +120 campus buildings, recruiting and training over 1,000 warden.

September 1, 2022

Michael "Mike" J. Ripley, CEM, CBCP, MEP

Consultant, The Resiliency Initiative

EDUCATION

- Master of Science, Emergency Services Management (in progress)
Columbia Southern University
- Bachelor of Science, Occupational Safety & Health
Columbia Southern University

HONORS & CERTIFICATIONS

- California Emergency Services Association President's Award
CESA 2017
- White House Champion of Change
White House 2012
- FEMA Individual & Community Preparedness Award
FEMA 2011
- Certified Emergency Manager (CEM)
- Certified Business Continuity Professional (CBCP)
- Master Exercise Practitioner (MEP)

PROFESSIONAL EXPERIENCE

- First Vice President | Head of Enterprise Business Continuity
East West Bank 2021-Present
 - Administrator of the Enterprise Business Continuity Office inclusive of Business Continuity (BC), Crisis Management (CM), and Disaster Recovery functions; 2 direct reports.
 - BC functions including development of Business Impact Analyses, BC Plans, branch emergency/continuity plans, risk assessments; development of KRIs/KPIs to measure maturity and performance.
 - Disaster Recovery functions including development of Disaster Recovery Plans, policies, and conducting Disaster Recovery tests.
 - Crisis Management functions including plan development, implementation of a Crisis Management Team, response to events, and conducting exercises.
- Senior Manager | Head of Global Crisis Management
The Walt Disney Company 2019-2021
 - Administrator of the Global Crisis Management Department inclusive of Crisis Management, Medical Services, and Fire Department functions; 6 direct reports, 20 total staff.
- Strategic management of the enterprise planning and preparedness functions across a diverse portfolio of businesses including operational readiness for the corporate Emergency Operations Center (EOC),...

September 1, 2022

Michael "Mike" J. Ripley, CEM, CBCP, MEP

Consultant, The Resiliency Initiative

SERVICE TO PROFESSION

- **Board Member**
California Emergency Services Association (CESA)
- **Member**
Business and Industry Council for Emergency Planning and Preparedness (BICEPP)
- **Certification Commissioner**
International Association of Emergency Managers (IAEM)

CORE COMPETENCIES

- **Crisis Management**
- **Emergency Management**
- **Business Continuity planning and program management**
- **Fire prevention**
- **Emergency Operations Center oversight**
- **Drill/Exercise planning/HSEEP**
- **NIMS/SEMS/ICS**
- **Knowledge of relevant standards (NFPA, ISO 22301)**
- **Strategic planning**
- **Personnel management**
- **Metrics and program maturity**
- **Budgeting and Capital Projects**

PROFESSIONAL EXPERIENCE (cont.)

- ... regional crisis management teams, building emergency teams, and corporate emergency volunteer programs
- Lead crisis management and response functions during incidents or emergencies; led COVID-19 response for the enterprise in addition to 26 other EOC activations.
- Management of a \$14M operating budget and departmental capital projects.
- **Director, Business Continuity & Crisis Management**
NBCUniversal 2013-2019
 - Administrator of the Emergency Services Department inclusive of Crisis Management, Business Continuity, and Fire Prevention; 4 direct reports, 9 total staff.
 - Development of crisis management plans, policies, checklists, operational documents, and job aids to support crisis management and BC programs.
 - Implementation of extensive drill and exercise program utilizing HSEEP standards to test the overall effectiveness of CM and BC programs.
 - Oversight of the EOC, Incident Management Teams, and coordination with the Executive Policy Group.
 - Collaboration with internal/external stakeholders and public agencies.
 - Management of a \$6M operating budget and departmental capital projects.

September 1, 2022

Michael “Mike” J. Ripley, CEM, CBCP, MEP

Consultant, The Resiliency Initiative

- **Manager, Disaster Response**
NBCUniversal 2006-2013
 - Establishment of a comprehensive emergency preparedness, business continuity, and disaster response program for Universal City.
 - Administration of the fire warden and disaster response team programs.
 - Coordination of drills/exercises to evaluate emergency and disaster plan effectiveness.
 - Implementation of emergency plans and collaboration with key departments/responders.

- **Coordinator | Facility Safety**
DreamWorks Animation 2004-2006
 - Development and implementation of all Environment, Health and Safety (EHS) programs to comply with federal, state, and local regulations.
 - Management of the company's emergency preparedness programs including development of emergency responses plans, checklists, and other supporting documents.
 - Implementation of all emergency response and safety training.
 - Administration of the fire warden and disaster response team programs.

September 1, 2022

Brianna Lentz

Support Specialist, The Resiliency Initiative

EDUCATION

- **Master of Science, Disaster Resilience Leadership**
Tulane University
2021-Present
- **Bachelor of Science, Emergency Administration and Planning**
University of North Texas 2016-2019

HONORS & CERTIFICATIONS

- **Congressional Service Award**
US Congress/AmeriCorps 2019
- **President's Volunteer Service Gold Award**
President's Council on Service & Civic Participation/AmeriCorps 2019
- **FEMA Professional Development Series**
- **ICS 300/400**

PROFESSIONAL EXPERIENCE

- **Support Specialist**
The Resiliency Initiative 07/2022-Present
Support Specialist for a consulting company focused on crisis and risk mitigation planning and training with the mission of empowering communities and organizations to become self-reliant.
- **Disability Integration Officer – Grant Funded**
New Orleans Health Department 05/2021-Present
 - Expanded and maintained an extensive list of disability partners in Orleans Parish.
 - Created an Access and Functional Needs working group to strengthen the voices of the disability community in the emergency planning process.
 - Constructed a disability etiquette and awareness training plan for the New Orleans Health Department.
 - Created and implemented a project plan using the measurables of the awarded grant.
 - Responded to Hurricane Ida.
- **Business Continuity Intern**
Federal Reserve Bank of Dallas 06/2019-09/2019
 - Evaluated and provided consultation on Business Continuity/Continuity of Operations Planning improvements in 25 departments.
 - Aided in the development of the first executive-level functional exercise consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) methodology.

September 1, 2022

Brianna Lentz

Support Specialist, The Resiliency Initiative

SERVICE TO PROFESSION

- **Member**
IAEM's Access and Whole Community Inclusion Caucus
Current
- **Assistant Team Leader**
FEMA Corps 2018-2019
- **Outreach and Recruitment Liaison**
FEMA Corps 2018-2019

PROFESSIONAL EXPERIENCE (cont.)

- **Planning Specialist – Corps Member**
FEMA Corps 06/2018-04/2019
 - Responded to Hurricane Florence, Hurricane Michael, and the California Camp Fire.
 - Coordinated city town hall meetings to disseminate information.
 - Coordinated with section chiefs in the completion of the Incident Action Plan.
 - Prepared briefing point reports for the Commanding and General Staff meetings.
 - Coordinated resources with local, state, and federal partners.

September 1, 2022

Keila Puello

Support Specialist, The Resiliency Initiative

EDUCATION

- Bachelor of Arts, Disaster Management,
Minor: International Communication
Florida International University
(in progress)
- Associate of Science, Physical Therapy
Assistant
North Shore Community College
- Associate of Science, Criminal Justice
Northern Essex Community College

HONORS & CERTIFICATIONS

- Employee of the Year Award,
UCLA Health System Department of
Rehabilitation 2013
- CICARE Award for Excellent Patient-
Centered Care,
UCLA Health System Department of
Rehabilitation 2014
- FEMA Professional Development Series
(in progress)

LANGUAGE PROFICIENCY

- English
Native/Bilingual
- Spanish
Native/Bilingual

PROFESSIONAL EXPERIENCE

- Support Specialist
The Resiliency Initiative 07/2022-Present
Support Specialist for a consulting company focused on
crisis and risk mitigation planning and training with the
mission of empowering communities and organizations to
become self-reliant.
- Teaching English to Speakers of Other Languages TESOL
Tutor & Wellness Practitioner
Self-Employed Independent Contractor
08/2019-06/2022
- Licensed Physical Therapist Assistant
MBJ Therapy, Inc. 03/2015-07/2019
 - Designed therapeutic and rehabilitation activities for
patients of all ages with varied, and often moderate
or complex to complex diagnoses.
 - Identified potential barriers and assisted patient,
family, and caregivers in overcoming them.
 - Managed clinical needs of patients per medical plan
of care to ensure cost effective and efficient utilization
of long-term services and supports.
 - Promoted prevention and compliance of qualifying
services to maximize patient health function.
 - Quality assurance and management of all aspects of
assigned patient charts to ensure accuracy.
 - Performed patient performance analyses using quality
objective data assessments on a regular basis.
 - Worked with at-risk and vulnerable populations.
 - Managed all documentation and information
promptly, confidentially, and accurately to ensure
records were complete and billing was processed
correctly and timely.
 - Resolved/responded to patient inquiries and concerns
with positive results
- Licensed Physical Therapist Assistant
Feldcare Connects 05/2014-07/2019

September 1, 2022

Keila Puello

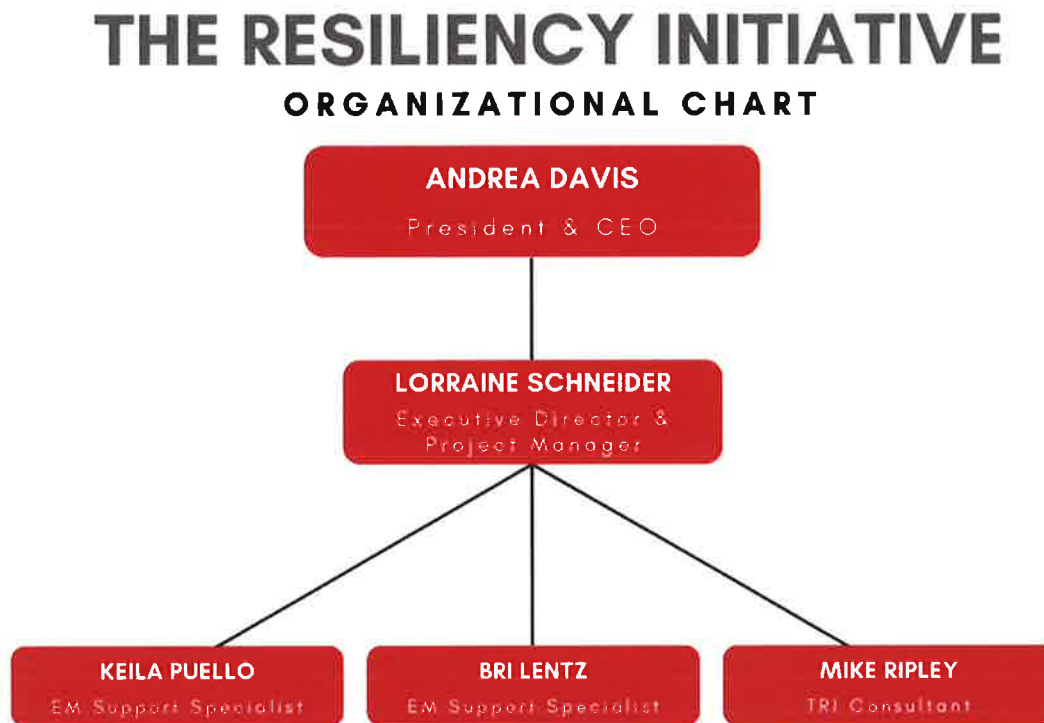
Support Specialist, The Resiliency Initiative

PROFESSIONAL EXPERIENCE (cont.)

- Licensed Physical Therapist Assistant
University of California, Los Angeles (UCLA) Health Systems 07/2010-02/2015
 - Designed therapeutic and rehabilitation activities for patients of all ages with varied neurological, orthopedic, sports medicine, and pelvic health diagnoses
 - 2014, Clinical Instructor (CI) and mentor for PTA student at UCLA Outpatient, 15th St.
 - Volunteer Qualified Medical Interpreter for Spanish-speaking patients.
 - Volunteer Urban Zen Integrative Therapist for UCLA Hospital-Santa Monica, Oncology and Rehabilitation Units to support patients using stress and pain management techniques.
 - Excellent collaboration/facilitation (liaison) between healthcare management team, physicians, and community resources to support the needs of patients.

September 1, 2022

Organization Chart:



Integration Plan:

Our customers' needs and requirements always drive our quality management protocol. Formal and informal feedback during projects, and our maintenance of high-quality standards and improvement, helps us ensure we are meeting the City's goals and objectives with this RFP. We aim to foster integration through the kickoff meeting and monthly meetings, leaving the door open for communication and transparency.

Planning and milestones, and associated reviews, are standard with all our clients. These standards ensure high quality, acceptance, and high levels of customer satisfaction. TRI service procedures are documented in our company's Quality Manual to ensure consistency and aid in taking action to improve quality. The following "checklist" view illustrates the scope of service delivery quality control applied throughout our business.

- Level 1 is our corporate policy on quality management that provides a company vision of quality performance.
- Level 2 is the customer's mission statement as specified in the contract and our Quality Assurance Plan tailored to this statement and delivered on contract award.
- Level 3 is implementation of our Quality Assurance Plan, encompassing the development of Quality Assurance processes to satisfy customer-specific quality control program requirements.

September 1, 2022

This level entails the development of program documentation, tailored to work-specific requirements imposed by the customer and including plans, programs, and project-specific implementing procedures. These documents are developed to describe what must be done to implement the project requirements and provide a graded application of management tools appropriate to the risk associated with work activities.

SCHEDULE (SECTION 8)

Along every phase of the LHMP creation, the designated Monterey Park employee will be kept informed of the complete schedule and project progress. *Table 1* shows the project deliverables, labor hours, and the estimated time frame of completion.

Deliverable Descriptions	Labor Hours	Time Frame
Project Kick-Off		11/2022- 11/2023
Phase I: Organization of Resources		Ongoing
1. Facilitate initial kickoff meetings to refine the Scope of Work and organize the Internal Working Group	50	11/2022
2. Facilitate City staff workshop	10	11/2022- 12/2022
3. Prepare, organize, and maintain documentation that memorializes the entire planning process	40	11/2022- 11/2023
4. Develop and implement an inclusive public outreach strategy	40	11/2022- 02/2023
5. Organize, notice, and facilitate public outreach workshops	30	12/2022- 02/2023
Phase II: Project Management		Ongoing
1. Develop and maintain a schedule for the project	60	11/2022- 11/2023

September 1, 2022

Deliverable Descriptions	Labor Hours	Time Frame
2. Prepare monthly and quarterly progress reports	50	11/2022-11/2023
3. Plan and facilitate monthly project management team meetings and planning team meetings	60	11/2022-11/2023
4. Plan and facilitate City Council adoption meetings	50	10/2023-11/2023
5. Conduct project management closeout meeting	20	11/2023
6. Prepare agendas and reference information and keep/prepare minutes	50	11/2022-11/2023
Phase III: Community Capabilities & Risk Assessment		11/2022-03/2023
1. Identify and document resources currently in place or available to accomplish mitigation strategies and reduce vulnerability	30	11/2022
2. Identify and document current infrastructure in place that positively or negatively impact the City	30	11/2022
3. Describe the City's participation in the NFIP and its floodplain management program	25	11/2022
4. Develop strategies to expand upon and/or improve existing policies and programs in the current LHMP	40	12/2022
5. Identify and evaluate vulnerable assets and estimate loss potential	25	12/2022
6. Describe hazards that have potential to affect the City	30	12/2022
7. Prepare a description of geographic location, extent, previous occurrences, and probability of future events	25	01/2023

September 1, 2022

Deliverable Descriptions	Labor Hours	Time Frame
8. Provide an overall summary of each hazard profile and its impact on the community	30	01/2023
9. Identify address of NFIP-insured structures that have been repetitively damaged	25	01/2023
10. Review existing reports and plans related to historical disasters and declaration history	25	01/2023
11. Generate level 2 vulnerability assessments for earthquake and flood hazards	30	02/2023
12. Develop and document parcel-level inventory of vulnerable structures	20	02/2023
13. Develop graphics and generate GIS based maps	25	02/2023
Phase IV: Development of Mitigation Actions & Strategy		03/2023-05/2023
1. Identify mitigation goals that define what long-term outcomes the City wants to achieve	25	03/2023
2. Identify specific mitigation actions, projects, activities, policies, processes, or programs recommended to reduce or eliminate the impacts of the hazards identified in the updated risk assessment	30	03/2023
3. Prepare a cost estimate on a defined comparative cost scale	20	04/2023
4. Identify how each mitigation action will be implemented	40	04/2023
5. Identify those mitigation actions for which there is no current or planned funding mechanism	40	04/2023
6. Describe the status of any mitigation actions defined in the City's current Multi-Jurisdictional Hazard Mitigation Plan	30	05/2023

September 1, 2022

Deliverable Descriptions	Labor Hours	Time Frame
7. Prepare a matrix that summarizes mitigation actions, priorities, responsible party(ies), funding mechanisms, benefit/cost, and technical feasibility	25	05/2023
Phase V: Draft Hazard Mitigation Plan		06/2023-Approval
1. Submit an administrative draft of LHMP to the City Planning Team for review and comment	40	06/2023
2. Incorporate comments and prepare a Public Review Draft and circulate as appropriate for public review and comment	30	08/2023
3. Incorporate public review comments and submit a draft LHMP to Cal OES SHMO for review and comment	25	09/2023
4. Incorporate comments from Cal OES/SHMO and submit a final draft LHMP through Cal OES to FEMA for review and comment	25	Contingent on Above
5. Incorporate comments from FEMA and prepare final updated LHMP for adoption by the City of Monterey Park	25	Contingent on Above
6. Assist the City Planning team with the final adoptions procedures and incorporate documentation of local adoption into the final updated LHMP	40	Contingent on Above
7. Assist the City Planning team to secure the final approval letter and plan review tool from FEMA	25	Contingent on Above

Table 1: Deliverable Schedule

PROGRAM MONITORING (SECTION 9)

TRI applies internal quality control procedures within our corporate quality management system (QMS) consistent with ISO 9000. Our corporate QMS is reinforced and resides alongside our comprehensive set of corporate policies and protocols – all of which flow down to the project and/or individual level as

September 1, 2022

appropriate. Our emphasis is on maintaining high standards of quality and customer satisfaction through continuous improvement.

Our QMS and corresponding Quality Assurance (QA) and Quality Control (QC) procedures are documented, reviewed, and updated annually, and applied as part of our project management to fully comply with all customer contract requirements. Key elements of our QMS and QC procedures are customers, management responsibility, resource management, measurement, and service/product delivery.

CITY RESOURCES (SECTION 10)

The City of Monterey Park will need to give TRI access to existing plans, maps, and documentation that could aid in the update of the LHMP. Additionally, the City will need to procure locations for local public hearing meetings. TRI will work with the City and make clear when assistance is needed.

SUBCONTRACTORS (SECTION 11)

TRI will not be using any subcontractors on RFP#2022FD-LHMP.

CONTRACTOR CAPABILITY AND REFERENCES (SECTION 12)

Summary of Background Experience and Applicability to RFP:

Our consultants have extensive experience in emergency preparedness planning, training and exercise development and execution – experience that is directly applicable to the successful completion of the City of Monterey Park’s Local Hazard Mitigation Plan. Our resumes above highlight the well-rounded emergency management experience of our team members, and to showcase our consultants’ experience performing the scoped tasks, and some representative tasks that demonstrate mastery of skill sets we believe to be essential to the successful completion of this project, we would like to highlight the following examples of plan development experience amongst our team members (non-exhaustive list):

- The writing of the Karuk Tribe Housing Authority’s Local Hazard Mitigation Plan.
- The update of the City of Glendale’s (CA) Local Hazard Mitigation Plan (LHMP) using the whole community approach.

September 1, 2022

- The development of the Federal Reserve Bank, 12th District, Emergency Response Plan.
- The creation of the City and County of San Francisco's whole community Emergency Response Plan.
- The writing and update of The Walt Disney Company's (TWDC) Crisis Management Plan.
- The writing and update of TWDC's hazard and functional annexes, including its Mass Casualty Annex and Family Assistance Plan.
- The update of UCLA's Emergency Operations Plan.
- The writing of UCLA's Emergency Operations Plan annexes, (e.g., Earthquake Annex).
- The writing of Lake Washington School District's first Emergency Operations Plan and Comprehensive Emergency Management Plan.

Climate Related Experience:

TRI Board Chairman, Joseph Threat, is serving as the **Chief Resiliency Officer** for the City of New Orleans. In his role, he established a sustainable mandate for all disaster recovery contracts with the City. This mandate has each contractor outline how they will support the City in its efforts to sustainably rebuild post-Hurricane Ida.

During her time with the City of Los Angeles Emergency Management Department, Ms. Schneider identified and promoted sustainability and adaptation projects across LA with the Assistant General Manager. This included close collaborations with USC Sea Grant, The Los Angeles Research Collaborative (LARC) and other research, public and private institutions to make the city more resilient to the growing impacts of climate change such as **sea level rise**.

Examples of Completed Projects:

Client	Project:Camp
Title of Project	Emergency Operations Plan & Annex Development
Year Completed	2022
Types of Services Performed	TRI created a childcare annex that can be plugged into city and county Emergency Operations Plans to address the needs of

September 1, 2022

	children and families impacted by disasters. Additionally, TRI is writing an EOP for Project:Camp, a 501©3 nonprofit organization that activates pop-up camps for children immediately following a disaster.
Size \$	Pro Bono
Point of Contact	Mikey Latner
Phone / Email	(310) 344-4286 / mikey@projectcamp.com

Client	Flintridge Riding Club
Title of Project	Emergency Operations Plan and Business Continuity Plan Development
Year Completed	2020
Types of Services Performed	In 2020, the Riding Club had over 50 horse stables, 100 employees and members, and had unique planning considerations when it came to following public health directives as Los Angeles County was shutting down businesses due to the COVID-19 pandemic. The Riding Club could not send their staff home due to their role in caring for the horses, and the Riding Club had no existing business continuity plans or staff crisis communications in place. TRI staff met with the Riding Club's executive council, conducted a site walk-through, and consulted public health officials to develop an in-depth business continuity plan that considered changing health guidance, staffing shortages and the potential of dealing with multiple crises at the same time. For example, the Riding Club is in a high-risk forest fire area, and the plan took into consideration the possibility of having to evacuate the horses due to a fire with limited staffing resources due to the ongoing pandemic. TRI finalized the plan by conducting a tabletop exercise with the executive council and provided all Riding Club staff with

September 1, 2022

	laminated wallet “hot cards” which outlined the emergency protocols for the Riding Club and numbers to call for all staff in a time of crisis.
Size \$	\$7,500
Point of Contact	Maria Crone
Phone / Email	(818) 952-1233 / maria@flintridgeridingclub.org

Client	CRESPI Carmelite High School
Title of Project	Strategic Planning Workshop
Year Completed	2020
Types of Services Performed	TRI’s tasking from CRESPI was unique. CRESPI asked for a strategic planning workshop focused on various crises scenario planning for their board of directors comprised of church leadership and school faculty. In late fall 2020, TRI developed a series of short crisis briefings and facilitated a conversation with the board after each situation. The situation briefings ranged from a large-scale earthquake occurring while school is in session to a transgender student being bullied on campus. TRI facilitated the workshop completely virtually and took copious notes, compiling them into an after-action report and improvement guide for the board.
Size \$	\$2,500
Point of Contact	Dr. Ken Foersch
Phone / Email / Address	(818) 345-1672 / kfoersche@crespi.org

September 1, 2022

ALTERNATIVE PROPOSALS (SECTION 13)

TRI does not offer any alternative proposals.

CONFLICTS OF INTEREST (SECTION 14)

TRI does not have any conflicts of interest related to this RFP.

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2450 Colorado Ave, Suite 100E, Santa Monica, CA 90404

424-499-0218

Andrea E. Davis, 818-239-2228 andrea@theresiliencyinitiative.com

City of Monterey Park LHMP Update

RFP #2022FD-LHMP

PART 2 - COST PROPOSAL

Total Cost: \$130,200

**The Resiliency Initiative
2450 Colorado Ave. Suite 100E
Santa Monica, CA 90404
(424) 499-0218**

WOSB, WBE

UEI: JMLLMJ6JP AE1, CAGE: # 8EG31

Tax ID: 84-1761208, INSURED

NAICS:541611, 624230, 561499 & 922190

 **THE RESILIENCY INITIATIVE**

The Resiliency Initiative

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Per REQUEST FOR PROPOSAL #2022FD-LHMP instructions, The Cost/Price format for the proposal must be as outlined in the Agreement for services. Exhibit B.

SECTION 1: CONSIDERATION.

- 1.1 As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- 1.2 As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- 1.3 As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed **\$130,200** for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "B," which is incorporated by reference.

SECTION 2: SCOPE OF SERVICES.

- 2.1 CONSULTANT will perform services listed in the attached Exhibit "Click here to enter text.," which is incorporated by reference.
- 2.2 CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

Itemized Costs / Price

Costs must be itemized per the agreement for services. Charges for supplies, equipment, travel, and subcontractors will be paid at cost. It is expected that general, overhead, and administrative costs are included in the hourly rate for labor. Bids submitted will be held to the total cost given in the response quote. It will be assumed that all contingencies and/or anticipated escalations are included. No additional funds will be paid above and beyond the original quote given by the selected bidder.

#	Task	Hours	**Rate	Total
1	ORGANIZATION OF RESOURCES	170	\$150 and \$75 an hour	\$17,850
2	PROJECT MANAGEMENT	290	\$150 and \$75 an hour	\$30,450
3	COMMUNITY CAPABILITIES & RISK	360	\$150 and	\$37,800

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	ASSESSMENT		\$75 an hour	
4	DEVELOPMENT OF MITIGATION ACTIONS & STRATEGY	210	\$150 and \$75 an hour	\$22,050
5	DRAFT HAZARD MITIGATION PLAN	210	\$150 and \$75 an hour	\$22,050
TOTAL				\$130,200

**Hourly Rates

- Principals: \$150 an hour; *40% of each phase performed by principals*
- Support Specialists: \$75 an hour; *60% of each phase performed by support specialists*

SECTION 3: PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

SECTION 4: PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "Cost Proposal") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

SECTION 5: NON-APPROPRIATION OF FUNDS. Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

SECTION 6: ADDITIONAL WORK.

- 6.1 CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the

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Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.

- 6.2 If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- 6.3 Payments over \$Click here to enter text. for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

SECTION 7: FAMILIARITY WITH WORK.

- 7.1 By executing this Agreement, CONSULTANT agrees that it has:
 - 7.1.1 Carefully investigated and considered the scope of services to be performed;
 - 7.1.2 Carefully considered how the services should be performed; and
 - 7.1.3 Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

7.2 If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

SECTION 8: TERM. The term of this Agreement will be from Click here to enter a date. to Click here to enter a date. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- 8.1 Completion of the work specified in Exhibit "Click here to enter text.";
- 8.2 Termination as stated in Section 16:.

SECTION 9: TIME FOR PERFORMANCE.

- 9.1 CONSULTANT will not perform any work under this Agreement until:
 - 9.1.1 CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - 9.1.2 CITY gives CONSULTANT a written notice to proceed.
- 9.2 Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

SECTION 10: TIME EXTENSIONS. Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

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SECTION 11: CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

List exhibits with scope of work first; budget second; and proposal last (all if applicable)

SECTION 12: CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

SECTION 13: TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

SECTION 14: PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

SECTION 15: WAIVER. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

SECTION 16: TERMINATION.

16.1 Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.

16.2 CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.

16.3 Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.

16.4 Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).

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16.5 Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

16.6 By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

SECTION 17: OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

SECTION 18: PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

SECTION 19: INDEMNIFICATION.

A. CONSULTANT agrees to the following:

19.1.1 Indemnification for Professional Services. CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

19.1.2 Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

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D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23:, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

SECTION 20: ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

SECTION 21: INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

SECTION 22: AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

SECTION 23: INSURANCE.

23.1 Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance Limits

- Commercial general liability: \$2,000,000
- Professional Liability \$1,000,000
- Business automobile liability \$1,000,000
- Workers compensation Statutory requirement

23.2 Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be

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deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

23.3 Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

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

23.5 CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

23.6 Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16:.

23.7 Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the Assistant City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY's behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

SECTION 24: USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

SECTION 25: INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of

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progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

SECTION 26: NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows: If to CONSULTANT: If to CITY:

Attention: Click here to enter text. Attention: Click here to enter text.

Click here to enter text. City of Monterey Park

Click here to enter text. Click here to enter text.

Click here to enter text. Click here to enter text.

phone

email

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual

delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

SECTION 27: CONFLICT OF INTEREST. CONSULTANT will comply with all conflict-of-interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

SECTION 28: SOLICITATION. CONSULTANT warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

SECTION 29: THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

SECTION 30: INTERPRETATION. This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

SECTION 31: COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

SECTION 32: ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements

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expressed or implied, oral or written. There are Click here to enter text. Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

SECTION 33: RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

SECTION 34: SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

SECTION 35: AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's Manager, or designee, may execute any such amendment on behalf of CITY.

SECTION 36: ELECTRONIC SIGNATURES. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

SECTION 37: CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

SECTION 38: TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

SECTION 39: FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

SECTION 40: STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion

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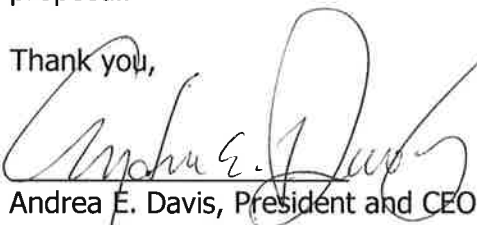
ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

Total Cost: \$130,200

Proposer must honor proposal prices for sixty (60) days.

I, **Andrea E. Davis, President and CEO**, am the point of contract and authorized individual for this proposal and to bind **The Resiliency Initiative**. I confirm all pricing. Please call me at **818-239-2228** or email me at andrea@theresileincyinitiative.com if you have questions regarding this proposal.

Thank you,



Andrea E. Davis, President and CEO
The Resiliency Initiative

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City Council Staff Report

DATE: October 5, 2022

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Resolution Ratifying the City's Application Submittal and Authorizing the City Manager, or Designee, to Receive, and Appropriate Grant Funds from the Department of Transportation Grants

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution ratifying the City's application submittal and authorizing the City Manager, or designee, to receive and appropriate grant funds from the Department of Transportation Highway Safety Improvement Program and the Safe Streets and Roads for All Discretionary Grant Program; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On September 7, 2022, City Council adopted a Local Road Safety Plan (LRSP) and a Vision Zero Policy for the City of Monterey Park. The LRSP is intended to proactively address local traffic safety needs, reduce traffic accident fatalities and serious injuries on all public roads. The Vision Zero Policy calls for the development of an Action Plan that prioritizes safe roadways and the highest level of safety for all road users through new policies, systems, and infrastructure improvements for pedestrians, bicyclists, and motorists. As part of the City's commitment to these traffic safety strategies, staff submitted grant applications to the Department of Transportation Highway Safety Improvement Program (HSIP) grant and the Safe Streets and Roads for All (SS4A) Discretionary Grant. Staff requests City Council adopt a Resolution to ratify the submission of the City's applications for these two grant programs and authorize the City Manager or Designee to Receive, and Appropriate Grant Funds, if awarded.

BACKGROUND:

On September 7, 2022, City Council adopted a Local Road Safety Plan (LRSP) and a Vision Zero Policy for the City of Monterey Park, an extension of its traffic safety initiative for the reduction of traffic-related deaths and serious injuries in the City. The City first adopted a Complete Streets Policy in March 2022, as a commitment to provide safe streets for all users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods, and emergency first responders. As part of this approach, the City is seeking funding from the Department of Transportation grants to

develop and implement safety improvements identified in the LRSP and Vision Zero Action Plan.

Highway Safety Improvement Program (HSIP) Grant

Under the Bipartisan Infrastructure Law (BIL), HSIP provides federal funding to States to reduce fatalities and serious injuries on all public roads. Caltrans Division of Local Assistance (DLA) manages California's local agency share of HSIP funds. HSIP projects are awarded based on two categories: 1) set-aside funding and 2) Benefit-Cost-Ratio projects (BCR). BCR projects are awarded based on set criteria including collision history or potential, collision rate, or other data-supported means. The total funds available to California for current HSIP Cycle 11 are estimated at \$210 million. Senate Bill 137 allows the exchange of state funds with federal funds. It is expected that state funds will be used for all projects selected for funding in HSIP Cycle 11.

On September 12, 2022, staff applied for a HSIP Cycle 11 grant for the installation of retroreflective backplates on traffic signals, leading pedestrian intervals set up for signal timing at various locations, and high visibility crosswalks at various signal locations throughout the City. These safety improvements were identified in the City's recently developed and adopted LRSP. If awarded, the grant will cover 90% of the total project cost based on the countermeasures proposed.

Safe Streets and Roads for All (SS4A) Grant

The SS4A is a Department of Transportation grant program that provides federal funding to eligible entities for safety planning, education, enforcement, and roadway improvements. Funding from this program would support the City's efforts towards the development of an Action plan as identified by the City's Vision Zero Policy.

The City's proposed plan will identify priorities and strategies to help the City achieve its goal of zero traffic fatalities and severe injuries. It will be centered on stakeholder/community engagement, which will include agency staff, elected officials, community leaders, and the general public. The plan will also outline actionable strategies, which highlight policy and design solutions for traffic safety projects and public education. The Vision Zero Plan will also provide special focus on Safe Routes to School, Active Transportation, and a Complete Streets strategy. By completing the Vision Zero Action Plan, the City will establish a framework for improving roadway safety and significantly reducing roadway fatalities and serious injuries through pedestrian and traffic safety projects, public education, and Capital Improvement projects.

FISCAL IMPACT:

The HSIP proposed project cost is \$1,831,100 with a required 10% match of \$183,100, resulting in a benefit-cost ratio of 15.54. The minimum benefit-cost ratio required for the application is 14, ranking the City's application favorably.

Staff Report
Page 3 of 4
October 5, 2022

The proposed project for the SS4A grant program has a project budget of \$1,230,000. This includes \$984,000 in federal grant funds and a matching requirement of \$246,000.

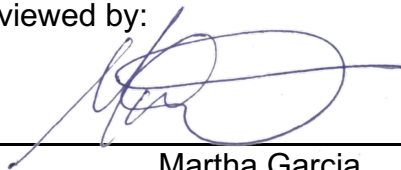
Staff recommends using Measure R Funds for the local match requirement for each grant. If awarded, both projects would be completed within a two-year term.

Respectfully submitted by:



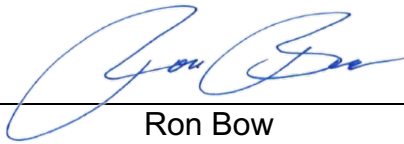
Shawn Igoe
Director of Public Works

Reviewed by:



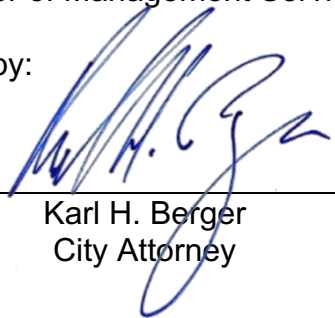
Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Draft Resolution

ATTACHMENT 1

Draft Resolution

RESOLUTION NO.

RESOLUTION RATIFYING THE CITY'S APPLICATION SUBMISSION AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RECEIVE, AND APPROPRIATE GRANT FUNDS FROM THE DEPARTMENT OF TRANSPORTATION GRANT PROGRAMS FOR WHICH THE CITY IS ELIGIBLE.

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

SECTION 1: The City Council finds as follows:

- A. The City committed to traffic safety strategies that aim to reduce and eliminate deaths and serious injuries on City streets as declared in its Complete Streets Policy, Local Road Safety Plan, and Vision Zero Policy;
- B. The City submitted an application for the Department of Transportation's Highway Safety Improvement Program (HSIP) Cycle 11 on September 12, 2022, and the Safe Streets and Roads for All (SS4A) grant program on September 15, 2022;
- C. The purpose of the HSIP program is to provide federal funding to eligible entities for traffic safety improvement projects. The City's proposed project for this grant includes the installation of retroreflective backplates on traffic signals, leading pedestrian intervals set up for signal timing at various locations, and high visibility crosswalks at various signal locations throughout the City;
- D. The purpose of the SS4A program is to provide federal funding to eligible entities for safety planning, education, enforcement, and roadway improvements. The City's proposed project for this grant includes the development of a Vision Zero Action Plan;
- E. The City's proposed project for HSIP Cycle 11 has an estimated project cost of \$1,831,100 with a required 10% match of \$183,100; and
- F. The City's proposed project for SS4A grant has a total award amount of \$1,230,000. This includes \$984,000 in federal funds and requires a 20% local match of \$246,000.

SECTION 2: The City Manager, or designee, is authorized to submit applications to the Department of Transportation for all grants for which the City of Monterey Park is eligible.

SECTION 3: The City Manager, or designee, is to execute all grant-related documents including, without limitation, applications, payment requests, agreements, and amendments necessary to secure grant funds and to implement the approved grant project.

SECTION 4: The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein.

SECTION 5: The City Council hereby amends or supplements the City's Budget for fiscal year 2022-23 to appropriate the monies identified herein to pay for the retention plan proposed by the City in support of its grant application. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 6: *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Resolution are severable.

SECTION 7: *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 8: *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 his duly appointed deputy, may attest thereto.

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

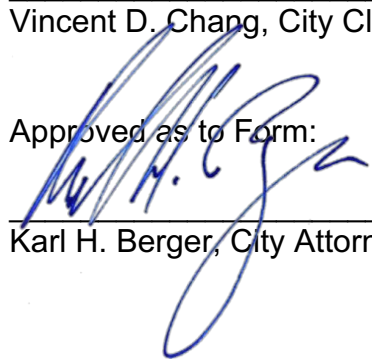
PASSED AND ADOPTED this 5th day of October 2022.

Henry Lo, Mayor

Attest:

Vincent D. Chang, City Clerk

Approved as to Form:



Karl H. Berger, City Attorney



City Council Staff Report

DATE: October 5, 2022

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council

FROM: Ron Bow, City Manager
Karl H. Berger, City Attorney

SUBJECT: Consideration and possible action to adopt a Resolution Finding a Public Necessity to Acquire Real Property through Eminent Domain and Authorizing the City Attorney, or designee, to file Eminent Domain Proceedings to acquire real property owned by Center Int'l Investments ("CII") identified by Assessor Parcel No. 5254-002-031, located on Garvey Avenue for the purposes of completing and maintaining the Goodviews Abatement Project ("GAP").

RECOMMENDATION:

It is recommended that the City Council consider:

1. Open the public hearing to receive and file this report;
2. After considering the report and any other relevant evidence from the entire administrative record, adopt Resolution No. 22-xx, authorizing the City Attorney, or designee, to commence an eminent domain action for acquiring real property located at Assessor Parcel No. 5254-002-031 (requires an affirmative TWO-THIRDS (2/3) vote of the City Council); or
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The findings set forth in Resolution No. 12553 (adopted June 16, 2021) and Section 2 of Resolution No. 12255 (adopted June 16, 2021), are incorporated by reference. For ease of reference, Resolution No. 12553 certifies the Final Environmental Impact Report for 1688 West Garvey Avenue Project (State Clearinghouse No. 2020070419); Resolution No. 12255 authorizes the GAP to protect public health and safety without the need for additional environmental review (*see, Ca/Beach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

EXECUTIVE SUMMARY:

On August 22, 2022, the City sent a fair market purchase offer to the owners of Assessor Parcel No. 5254-002-031 (the "Property") for the purpose of completing and maintaining the Goodviews Abatement Project ("GAP"), which is located at 1688 West Garvey Avenue. A copy of the Offer Letter is attached as Exhibit 1. The property owner did not

respond to the City's repeated offers for acquiring the Property. Since the parties cannot agree on price and terms for the sale of the Property, the City Manager and City Attorney recommend that the City Council consider adopting the attached Resolution finding a public necessity to acquire the Property through eminent domain. (See attached Exhibit 2.)

BACKGROUND:

The Property is historically unstable. On April 25, 2017, the City entered into a settlement agreement with the Property owner which includes a plan for a long-term solution to the hillside, requiring the Property owner to stabilize the hillside through a series of retaining walls and other geotechnical solutions.

The City formed the Monterey Park Geologic Hazard Abatement District ("MPK GHAD") on August 18, 2021 under the authority of Public Resources Code § 26500, *et seq.* via Resolution No. 12267. The MPK GHAD was formed to permanently monitor and maintain MPK GHAD improvements, including drainage systems, concrete ditches, storm drain inlets and outlets, subdrains and outlets, retaining walls, tiebacks, soil anchors and reconstructed slopes (see, *Engineer's Report* dated September 9, 2021, pp.4-5; referred to as the "GHAD Report"). The Property is within the boundaries of the MPK GHAD.

On October 13, 2021, the City informed the Property owner that it had defaulted on the settlement agreement and that the City would undertake nuisance abatement activities regarding the GAP. A Notice to Proceed was issued January 21, 2022 and construction began on or about January 24, 2022; construction is ongoing and is expected to be complete by year's end. Said nuisance abatement activities were undertaken pursuant to Resolution Nos. 12255 (adopted June 16, 2021); 2022-R-22 (adopted April 20, 2022); 2022-R34 (adopted May 18, 2022); and Resolution No. 2022-R63 (adopted August 1, 2022).

As stated in the Plan of Control (adopted by Resolution No. 12267) for the MPK GHAD (see, pp.13-17), the Property will continue to have geologic hazards even after the GAP is completed. These include slope instability; expansive soils; and seismic hazards. As a result, the Plan of Control imposes a priority for expending funds as follows (see *Plan of Control*, p.23):

- A. Prevention, mitigation, abatement or control of geologic hazards that have either damaged or pose a significant threat of damage to residences, critical underground utilities or paved streets.
- B. Prevention, mitigation, abatement or control of geologic hazards which have either damaged or pose a significant threat of damage to ancillary structures, including but not limited to retaining walls.

C. Prevention, mitigation, abatement or control of geologic hazards which have either damaged or pose a significant threat of damage to open space amenities.

D. Prevention, mitigation, abatement or control of geologic hazards which have either damaged or pose a significant threat of damage limited to loss of landscaping or other similar non-essential amenities.

E. Prevention, mitigation, abatement or control of geologic hazards existing entirely on open space property and which have neither damaged nor pose a significant threat of damage to any site improvements.

The Plan of Control and the GHAD Report relied upon information provided by the Property owner regarding construction and installation of MPK GHAD improvements. For the reasons set forth in the Declaration of Chris Conkle, P.E., G.E. (see attached Exhibit 3), the plans provided by the Property Owner for hillside rehabilitation "cannot be used."

Consequently, the GAP constitutes a complete redux of engineering and construction plans for the hillside stabilization (as noted by Mr. Conkle's Declaration, p.2, ¶7). Based upon the unstable nature of the Property (as set forth above) and the unreliability of the Property owner to pay for or maintain the GAP improvements, it is apparent that the only means of protecting public health and safety is to acquire the Property to complete the GAP and ensure continued maintenance and of the hillside.

Based on the foregoing, the City determined that acquisition of the entire fee property is necessary to protect public health and safety. The property is to be acquired in the name of the City and is anticipated to thereafter be transferred to the MPK GHAD.

It is now recommended that an action in eminent domain be commenced to acquire the Property. Before the filing of the action, the City must hold a duly noticed hearing on the proposed Resolution and provide the owner of the Property an opportunity to be heard, provided that the owner timely filed a request to be heard in writing with City before the hearing. Attached as Exhibit 4 is a copy of the Notice of Hearing and Request to Be Heard, which were delivered in accordance with the applicable statutes.

After conducting the public hearing, if the City Council finds that the public necessity so requires, it should adopt the attached Resolution authorizing condemnation proceedings for the purpose of acquiring the Property.

The findings, which need to be made, are as set forth in the Resolution. Specifically, the City Council must find:

1. *That the public interest and necessity require the acquisition of the proposed project.*

As set forth above, the Property is historically unstable and requires present and future monitoring to ensure the protection of the public's health and safety.

2. *That the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.*

As set forth above, the GAP must be stabilized in place. There is no other place or manner of stabilization for this to occur.

3. *That the Property is necessary for the proposed Project.*

As set forth above, the City has determined that acquisition of the entire fee property is necessary to ensure protection of the health and safety of the public. The property is to be acquired in the name of the City and thereafter to be transferred to the MPK GHAD.

4. *That City made the offer to purchase as required by section 7267.2 of the California Government Code.*

As set forth above, the Statutory Offer to Purchase was tendered to the owner of the Property on August 22, 2022.

5. *That the necessary notice of hearing to consider the adoption of the Resolution has been given, as required by Code of Civil Procedure § 1245.235.*

As evidenced by the attached Notice of Hearing, which was sent on September 12, 2022, this has been done.

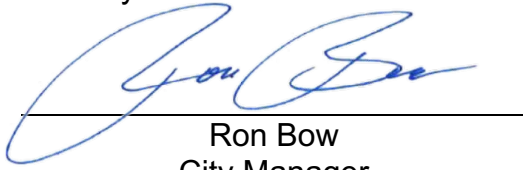
6. *That City has complied with CEQA.* See above regarding CEQA

Questions relating to value are not yet relevant; the proposed action is only to commence eminent domain action. This does not preclude continuing negotiations for the voluntary acquisition of the Property. If the Resolution is adopted, negotiations for the acquisition of the property interests will continue.

FISCAL IMPACT:

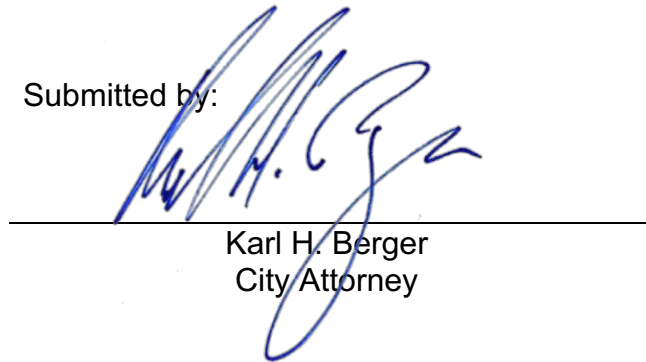
The Property was appraised and the fair market value was determined to be \$6.4M. This amount will be off-set by the recorded abatement liens on the Property, currently valued at \$7.3M and expected to exceed \$12M at the time the City issues a Notice of Completion for the GAP (on or about December 31, 2022).

Submitted by:



Ron Bow
City Manager

Submitted by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. August 22, 2022 Offer Letter (with enclosures)
2. Proposed Resolution of Necessity
3. Declaration of Chris Conkle, P.E., G.E.
4. September 12, 2022 Notice of Hearing

ATTACHMENT 1

August 22, 2022 Offer Letter

Direct No.: 213.236.2819
Our File No.: 07581-0004
asozio@bwslaw.com

August 22, 2022

VIA REGULAR MAIL

Center Int'l Investments, Inc.
846 East Garvey Avenue, #D
Monterey Park, CA 91755

Center Int'l Investments, Inc.
1688 West Garvey Avenue
Monterey Park, CA 91754

Center Int'l Investments, Inc.
Attn: Willis Do
1648 Puente Avenue
Baldwin Park, CA 91706

Center Int'l Investments
Attn: Karrie On
501 West Garvey Avenue #207
Monterey Park, CA 91754

**Government Code section 7267.2 Offer/ 1688 Garvey Ave., Monterey Park
TR=34875 LOT 1 (APN 5254-002-031)**

To Whom It May Concern:

The above-referenced property ("Property") falls within the area needed for hillside stabilization improvements related to the City of Monterey Park's ("City") Goodviews Abatement Project ("Project") which includes, without limitation, soil anchors, retaining walls, storm water ditches and related geotechnical improvements. Our preliminary title report shows Center Int'l Investments, Inc., a California corporation ("CII") to be the owner of the Property. If CII does not believe this is so, please contact us immediately. We understand the Property legal description to be as follows:

August 22, 2022

Page 2

Property legal description	LOT 1 OF TRACT NO. 34875, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 932, PAGES 16-18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY
----------------------------	---

The City has obtained an appraisal of the fair market value of the Property prepared by an independent, professional appraiser. Using a date of valuation of January 23, 2022, the total just compensation for the Property was determined by the appraiser to be \$6,400,000. The basis for the computation of this amount is explained in the enclosed Appraisal.

Based on the foregoing, and on the conditions set forth below, the City hereby offers CII \$6,400,000 for its purchase of the Property. This amount disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the Project for which the Property would be acquired.

In acquiring the Property, the City would pay all usual fees, charges, and costs that arise out of this transaction. If this offer is acceptable to CII, please so indicate in writing below. Upon CII's acceptance, the City will prepare and forward to CII the appropriate documents to complete the transaction. This offer is subject to the ratification of an agreement for purchase and sale by the City, the City's adoption of a resolution of necessity, or both.

Please be advised that CII is entitled to a reasonable amount, not to exceed five thousand dollars (\$5,000.00), for an appraisal prepared by an independent appraiser licensed by the Office of Real Estate Appraisers. Any such cost will be applied as a credit toward CII's outstanding debt with the City.

This offer is expressly conditioned on CII's ability to convey clear title to the Property. Specifically, the Property must be conveyed to the City free of any and all encumbrances or liens, whether recorded or unrecorded, which includes any and all amounts owed the City for, *inter alia*, the City's unreimbursed costs incurred in abating a public nuisance on the Property under a duly issued judicial abatement warrant and related Settlement Agreement arising from the civil case captioned *People ex rel. Mark D. Hensley, City Attorney v. Center International Investments, Inc.*, LASC Case No. BC605788. The offer is similarly conditioned upon CII's obligation to pay current and past due property taxes. However, CII will not be required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes that are allocable to any period after the passage of title or possession to the City.

August 22, 2022

Page 3

Please be advised that the offer stated above also presumes the property is free of hazardous substances (as that term is defined under California Health and Safety Code Section 33459(b)) and all other subsurface soil contamination. In the event that any facts or circumstances arise which indicate the presence of such subsurface contamination, the City reserves the right to rescind or modify the offer stated above at any time prior to its written acceptance, to reflect the estimated or actual costs to remediate the property to the satisfaction and approval of all applicable regulatory agencies. Further, in the event the City purchases the property and afterwards discovers such soil contamination, the City reserves all rights and remedies it may have against CII and all prior owners to seek damages or other obligations the City incurs as a result of the contamination, as may be permitted or authorized by any law, including, but not limited to, CERCLA (42 U.S.C. §9601 *et seq.*), the Hazardous Waste Control Law (California Health and Safety Code §25100 *et seq.*), the Porter Cologne Act (California Water Code §13000 *et seq.*), California Health and Safety Code §25280 *et seq.*, §33459 *et seq.*, and provisions of Proposition 65.

If for any reason CIII is not satisfied with this offer of just compensation and has relevant information regarding the value of the Property that CII would like the City to consider, we will be happy to do so.

If the property is acquired as anticipated, it is scheduled to be used within two years of acquisition and is therefore not available to be leased back under the provisions of California Code of Civil Procedure section 1263.615.

In the event negotiations fail to result in an agreement, and City staff decides to pursue the Property's acquisition through eminent domain, a hearing on the Resolution of Necessity will be held at a public meeting in the City Council Chambers at City Hall, at a date to be determined. While staff proposes to recommend the acquisition of the Property for this project, no decision to acquire can be made until the City Council formally acts to approve this acquisition. Nothing in this letter is meant to pre-commit the City Council or otherwise limit the options available to it. Consequently this offer, if accepted, and the acquisition of the Property are conditional upon and require the approval of the City Council.

August 22, 2022

Page 4

If CIII has any questions, it may contact me at 213-709-0329 or
asozio@bwslaw.com.

Sincerely,

Burke, Williams & Sorensen, LLP



Alan A. Sozio

AAS:sv

cc: Karl H. Berger, Esq., City Attorney (via email)
Alfred Fraijo Jr., Esq. (via email)

Enclosure

APPRAISAL OF REAL PROPERTY



LOCATED AT

1688 Garvey Ave
Monterey Park, CA 91754
TR=34875 LOT 1

FOR

City of Monterey Park(Client)

OPINION OF VALUE

\$6,400,000

AS OF

01/23/2022

BY

TONY HWANG
SOCAL APPRAISAL NETWORK
1615 W. 27TH ST.
SAN PEDRO, CA 90732
626-448-1149
TONYHWANGAPPRAISAL@GMAIL.COM

LAND APPRAISAL REPORT

File No. 191075

IDENTIFICATION

Borrower

Center Int'l Investments, Inc(Owner)

Census Tract

4025.02

Map Reference

31084

Property Address

1688 Garvey Ave

City

Monterey Park

County

Los Angeles

State

CA

Zip Code

91754

Legal Description

TR=34875 LOT 1

Sale Price \$

Market value

Date of Sale

N/A

Loan Term

N/A

yrs.

Property Rights Appraised

☒ Fee

☐ Leasehold

☐ De Minimis PUD

Actual Real Estate Taxes \$

28,277

(yr)

Loan charges to be paid by seller \$

N/A

Other sales concessions

N/A

Lender/Client

City of Monterey Park(Client)

Address

Occupant

Vacant

Appraiser

TONY HWANG

Instructions to Appraiser

MARKET VALUE

NEIGHBORHOOD

Location

☐ Urban

☒ Suburban

☐ Rural

Built Up

☒ Over 75%

☐ 25% to 75%

☐ Under 25%

Growth Rate

☒ Fully Dev.

☐ Rapid

☐ Steady

☐ Slow

Property Values

☐ Increasing

☒ Stable

☐ Declining

Demand/Supply

☐ Shortage

☒ In Balance

☐ Oversupply

Marketing Time

☐ Under 3 Mos.

☒ 4-6 Mos.

☐ Over 6 Mos.

Present Land Use

70% 1 Family

5% 2-4 Family

5% Apts.

% Condo

10% Commercial

Change in Present Land Use

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

Predominant Occupancy

☒ Owner

☐ Tenant

5 % Vacant

Single Family Price Range

\$ 500,000

to \$ 2,500,000

Predominant Value \$ 850,000

Single Family Age

1 yrs. to

90 yrs.

Predominant Age

60 yrs.

Employment Stability

Good

Avg.

Fair

Poor

☐

☒

☐

☐

Convenience to Employment

☐

☒

☐

☐

Convenience to Shopping

☐

☒

☐

☐

Convenience to Schools

☐

☒

☐

☐

Adequacy of Public Transportation

☐

☒

☐

☐

Recreational Facilities

☐

☒

☐

☐

Adequacy of Utilities

☐

☒

☐

☐

Property Compatibility

☐

☒

☐

☐

Protection from Detrimental Conditions

☐

☒

☐

☐

Police and Fire Protection

☐

☒

☐

☐

General Appearance of Properties

☐

☒

☐

☐

Appeal to Market

☐

☒

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise):

NO APPARENT ADVERSE FACTORS PRESENT THAT WOULD AFFECT THE SUBJECT'S MARKETABILITY. AREA CONSISTS OF SFR's, CONDOS AND SMALL UNITS, WHICH ARE SIMILAR IN QUALITY, APPEAL AND ARE VARIED IN SIZE AREA MAINTENANCE AND UPKEEP IS GOOD. ACCESS TO SCHOOLS, SHOPPING AND FREEWAY IS GOOD.

SITE

Dimensions

See Plat Map

=

270,462

Sq. Ft. or Acres

☒ Corner Lot

Zoning classification

R3(MULTIPLE RESIDENTIAL DWELLING)

Present Improvements

☐ do

☐ do not conform to zoning regulations

Highest and best use

☐ Present use

☒ Other (specify)

Single Family Residence

Elec.

☒

Gas

☒

Water

☒

San. Sewer

☒

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access

☒ Public

☐ Private

Surface

ASPHALT

Maintenance

☒ Public

☐ Private

☐ Storm Sewer

☒ Curb/Gutter

☒ Sidewalk

☒ Street Lights

Topo

LEVEL PAD/SLOPES

Size

Larger

Shape

Irregular

View

B;Panoramic

Drainage

Appeared Adequate

Is the property located in a HUD Identified Special Flood Hazard Area?

☒ No

☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions):

TITLE POLICY HAS NOT BEEN REVIEWED BY APPRAISERS.THERE IS NO APPARENT ADVERSE EASEMENTS, ENCROACHMENTS OR OTHER ADVERSE CONDITIONS NOTED THAT COULD NEGATIVELY AFFECT THE SUBJECT'S VALUE AND MARKETABILITY.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1688 Garvey Ave Monterey Park, CA 91754	333 Montechico Dr Monterey Park, CA 91754	1555 Sombrero Dr Monterey Park, CA 91754	548 San Gabriel Blvd Rosemead, CA 91770
Proximity to Subject		0.47 miles E	0.36 miles W	4.13 miles SE
Sales Price	\$ Market value	\$ 580,000	\$ 335,000	\$ 408,000
Price /SQFT/Land	\$	\$ 60.41	\$ 45.27	\$ 55.26
Data Source	CRMLS/Realist	CRMLS#P0-820002968,DOM:4	CRMLS#WS19190034,DOM:368	CRMLS#TR21034914,DOM:18
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 08/18/2020 CL.	DESCRIPTION 10/29/2020 CL	DESCRIPTION 03/17/2021 CL.
Location	Mod traffic/above grd	Residential	Near Industrial Use	Near Traffic;
Site/View	11,233 sf(Avg lot size	9,601 sf	7,400 sf	7,383 sf
ZONING	R3(Rezone to R1)	R1	R1	A-1
Extisting Building:	None	1000+Pool(@\$100/sqft)	None	None
Topography:	Hillside	Hillside	Hillside	Level
View:	Panoramic City Light	Panoramic City Light	Partial City Lights	None
Sales or Financing Concessions	APN#5254-002-031 Recording#:	APN#5261-010-032 DOC# 657789	APN#5254-003-013 DOC#1362320	APN#5271-005-069 DOC#430339
Net Adj. (Total)		☐ + ☒ - \$ -175,000	☒ + ☐ - \$ 63,000	☐ + ☒ - \$ -11,500
Indicated Value of Subject		\$ 405,000	\$ 398,000	\$ 396,500

Comments on Market Data:

The 6 comps are current sales of land value properties in the area. The median value of the comps after adjustments is about \$400,000 and based on \$400,000 per lot for the subject development, market value will be \$400,000 X 16 lots=\$6,400,000.

Comments and Conditions of Appraisal:

A thorough search in the subject's market area was performed to determine the most comparable properties to the subject. The sales utilized are considered to be the most recent and pertinent sales in the subject neighborhood. All comparbles are similar to the subject in terms of overall market appeal. All adjustments were based on the contributory market value of each relative to the subject. All comparbles were equally considered in the final estimation of market value via the direct sales comparison approach. .

Final Reconciliation:

Value "Subject To" successful subdivision into 16 lots development.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF

01/23/2022

to be \$ 6,400,000

TONY HWANG

Appraiser(s)

Review Appraiser (if applicable)

☐ Did

☐ Did Not Physically Inspect Property

LAND APPRAISAL REPORT
MARKET DATA ANALYSIS

File No. 191075

MARKET DATA ANALYSIS	ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
	Address	1688 Garvey Ave Monterey Park, CA 91754	1800 S Marguerita Ave Alhambra, CA 91803		2035 Del Mar Ave Rosemead, CA 91770		1439 Garvey Ave Monterey Park, CA 91754	
	Proximity to Subject		1.05 miles NE		2.61 miles E		0.14 miles NE	
	Sales Price	\$ Market value		\$ 580,000		\$ 589,000		\$ 577,000
	Price /SQFT/Land	\$		\$ 78.92		\$ 51.67		\$ 24.98
	Data Source	CRMLS/Realist	CRMLS#WS19084821,DOM:10		CRMLS#AR20231949,DOM:3		CRMLS#MB21123625,DOM:232	
	Date of sale and	DESCRIPTION	DESCRIPTION	+ (-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.
	Time Adjustment	N/A	03/10/2021 CL.		12/10/2020 CL.		Active Listing	
	Location	Mod traffic/above grd	Near Freeway;		Near Traffic;		Near Traffic;	
	Site/View	11,233 sf(Avg lot size	7,349 sf	+39,000	11,400 sf		23,097 sf	-118,500
	ZONING	R3(Rezone to R1)	R3	-100,000	R1		R1	
	Extisting Building:	None	483(@\$100/sqft)	-48,000	496(@\$100/sqft)	-49,500	None	
	Topography:	Hillside	Level	-100,000	Level	-100,000	Hillside	
	View:	Panoramic City Light	None	+50,000	None	+50,000	City Lights	
	Sales or Financing	APN#5254-002-031	APN#5356-013-019		APN#5285-023-019		APN# 5254-003-01	
	Concessions	Recording#:	DOC#387688		DOC#1631823		Negotiation-10%	
	Net Adj. (Total)		☐ + ☒ -	\$ -159,000	☐ + ☒ -	\$ -99,500	☐ + ☒ -	\$ -176,500
	Indicated Value							
	of Subject			\$ 421,000		\$ 489,500		\$ 400,500
COMMENTS	Comments: Subject development is a proposed 16 lot subdivision(see attached site plan and lot area breakdown) on a 6.22 acre lot and average size for the lots ranging from 7,531 sf to 15,196 sf with average size of 11,233 sf.							

Project Data

Client	Center Int'l Investments, Inc			
Property Address	1688 Garvey Ave			
City	Monterey Park	County	Los Angeles	State CA Zip Code 91754
Appraiser	TONY HWANG			

PROJECT DATA

SITE ADDRESS
1688 W. GARVEY BLVD
MONTEREY PARK, CA

ASSESSOR'S PARCEL NUMBERS
5254-002-031

SITE AREA
271,011 SF (6.22 ACRES) WITH 0.14 ACRE SLOPE EASEMENT

LEGAL DESCRIPTION
*TR=34875 LOT 1

PROJECT DESCRIPTION
- 17-LOT SUBDIVISION WITH CONSTRUCTION OF 15 NEW HOUSING UNITS AND 1 LOT OF OPEN SPACE
- AIR RIGHTS SUBDIVISION FOR LOT FOR PRIVATE STREET

ZONING
R-3 (USING R-1 STANDARDS FOR SINGLE FAMILY DWELLINGS)

LAND USE DESIGNATION
HIGH DENSITY RESIDENTIAL

LOT COVERAGE
TBD

DENSITY / NUMBER OF UNITS

ALLOWED
155.25 = 155 UNITS
1 UNIT FOR EACH 1,743 SQ. FT.

PROPOSED
15 UNITS

BUILDING HEIGHT

ALLOWED
30'-0", 2 STORIES
(HILLSIDE, MEASURED FROM EXISTING GRADE)

PROPOSED
<30'-0"
(VARIES PER LOT, SEE SITE SECTIONS)

YARDS

REQUIRED
FRONT 10'-0" (HILLSIDE)
SIDE 5'-0" (1ST FLOOR)
10'-0" (2ND FLOOR)
REAR 25'-0"

PROPOSED
10'-0"
5'-0" & 10'-0" (VARIES PER LOT)
10'-0"
+25'-0" (VARIES PER LOT)

PARKING REQUIRED

SINGLE FAMILY PARKING REQUIREMENTS				
UNIT TYPE	NUMBER OF BEDROOMS*	NUMBER OF UNITS	NUMBER OF SPACES REQUIRED PER UNIT (PER ZONING)	TOTAL NUMBER OF SPACES REQUIRED
A	5	1	3 (3 ENCLOSED, 0 OPEN)	3
B	6	5	4 (3 ENCLOSED, 1 OPEN)	20
C	6	4	4 (3 ENCLOSED, 1 OPEN)	16
D	6	1	4 (3 ENCLOSED, 1 OPEN)	4
E	6	3	4 (3 ENCLOSED, 1 OPEN)	12
F	6	1	4 (3 ENCLOSED, 1 OPEN)	4
TOTAL	-	15	-	59

*PER ZONING CODE, DEN, LIBRARY, STUDY OR SIMILAR HABITABLE ROOM IN DETERMINATION OF CITY PLANNING COULD BE USED AS A BEDROOM TO BE CONSIDERED A BEDROOM FOR PURPOSES OF DETERMINING REQUIRED PARKING

0 SPACES REQUIRED FOR CLUB HOUSE PER ZONING CODE

PARKING PROVIDED

SINGLE FAMILY PARKING PROVIDED			
UNIT TYPE	NUMBER OF UNITS	NUMBER OF SPACES PROVIDED PER UNIT	TOTAL NUMBER OF SPACES PROVIDED
A	1	3 (3 ENCLOSED, 0 OPEN)	3
B	5	3 (3 ENCLOSED, 0 OPEN)	15
C	4	3 (3 ENCLOSED, 0 OPEN)	12
D	1	3 (3 ENCLOSED, 0 OPEN)	3
E	3	3 (3 ENCLOSED, 0 OPEN)	9
F	1	3 (3 ENCLOSED, 0 OPEN)	3
TOTAL	15	-	45

2 SPACES PROVIDED FOR CLUBHOUSE
UP TO 31 ON-STREET PARKING SPACES

AREA BREAKDOWN

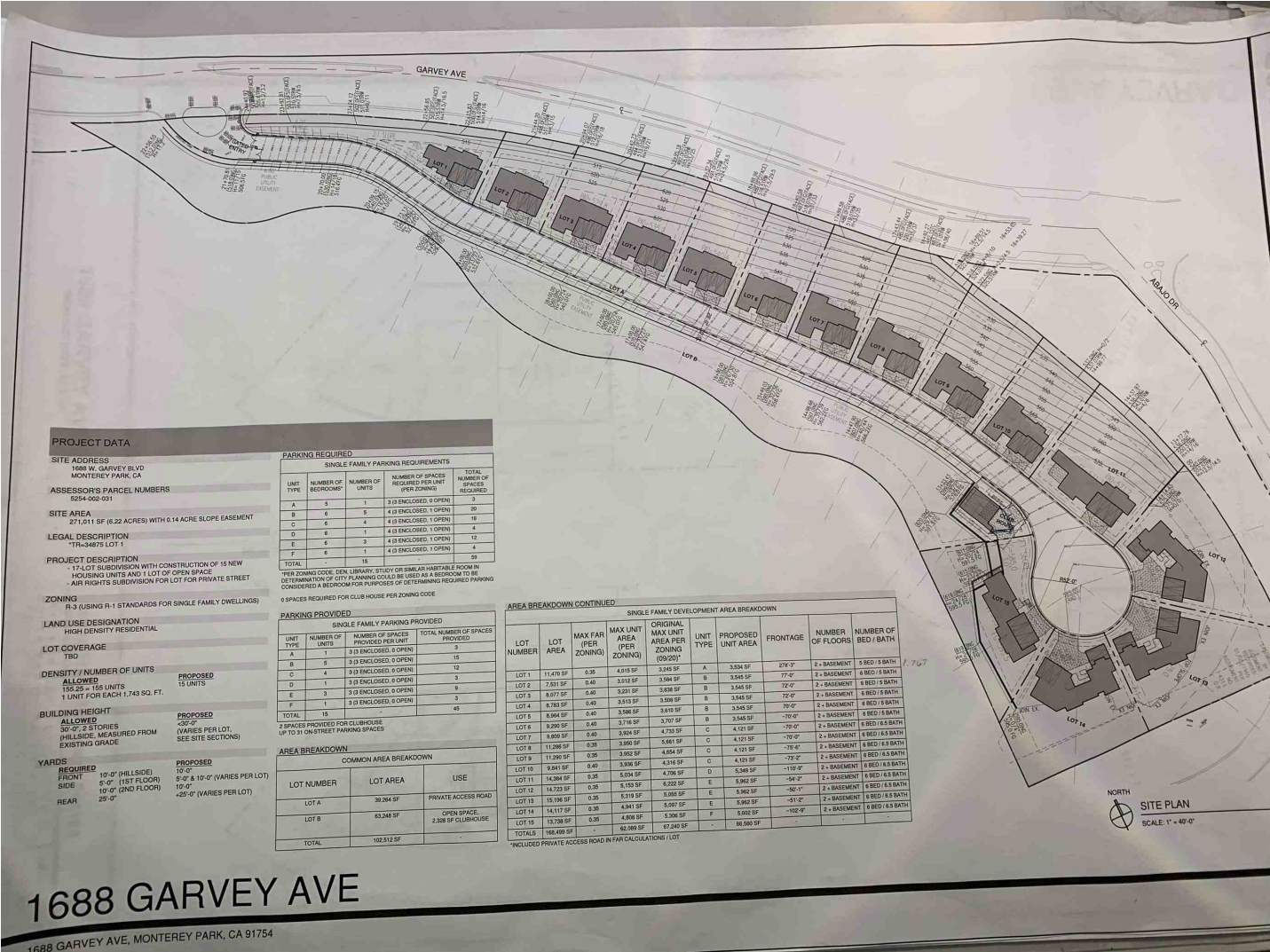
COMMON AREA BREAKDOWN		
LOT NUMBER	LOT AREA	USE
LOT A	39,264 SF	PRIVATE ACCESS ROAD
LOT B	63,248 SF	OPEN SPACE, 2,328 SF CLUBHOUSE
TOTAL	102,512 SF	-

1688 GARVEY AVE

1688 GARVEY AVE, MONTEREY PARK, CA 91754

Proposed Site Plan

Client	Center Int'l Investments, Inc				
Property Address	1688 Garvey Ave				
City	Monterey Park	County	Los Angeles	State	CA Zip Code 91754
Appraiser	TONY HWANG				



Lot(Area) Breakdown

Client	Center Int'l Investments, Inc						
Property Address	1688 Garvey Ave						
City	Monterey Park	County	Los Angeles	State	CA	Zip Code	91754
Appraiser	TONY HWANG						

AREA BREAKDOWN CONTINUED

SINGLE FAMILY DEVELOPMENT AREA BREAKDOWN									
LOT NUMBER	LOT AREA	MAX FAR (PER ZONING)	MAX UNIT AREA (PER ZONING)	ORIGINAL MAX UNIT AREA PER ZONING (09/20)*	UNIT TYPE	PROPOSED UNIT AREA	FRONTAGE	NUMBER OF FLOORS	NUMBER OF BED / BATH
LOT 1	11,470 SF	0.35	4,015 SF	3,245 SF	A	3,534 SF	278'-3"	2 + BASEMENT	5 BED / 5 BATH
LOT 2	7,531 SF	0.40	3,012 SF	3,584 SF	B	3,545 SF	77'-0"	2 + BASEMENT	6 BED / 5 BATH
LOT 3	8,077 SF	0.40	3,231 SF	3,838 SF	B	3,545 SF	72'-0"	2 + BASEMENT	6 BED / 5 BATH
LOT 4	8,783 SF	0.40	3,513 SF	3,508 SF	B	3,545 SF	72'-0"	2 + BASEMENT	6 BED / 5 BATH
LOT 5	8,964 SF	0.40	3,586 SF	3,610 SF	B	3,545 SF	70'-0"	2 + BASEMENT	6 BED / 5 BATH
LOT 6	9,290 SF	0.40	3,716 SF	3,707 SF	B	3,545 SF	~70'-0"	2 + BASEMENT	6 BED / 5 BATH
LOT 7	9,809 SF	0.40	3,924 SF	4,733 SF	C	4,121 SF	~70'-0"	2 + BASEMENT	6 BED / 6.5 BATH
LOT 8	11,286 SF	0.35	3,950 SF	5,661 SF	C	4,121 SF	~70'-0"	2 + BASEMENT	6 BED / 6.5 BATH
LOT 9	11,290 SF	0.35	3,952 SF	4,654 SF	C	4,121 SF	~75'-6"	2 + BASEMENT	6 BED / 6.5 BATH
LOT 10	9,841 SF	0.40	3,936 SF	4,316 SF	C	4,121 SF	~73'-2"	2 + BASEMENT	6 BED / 6.5 BATH
LOT 11	14,384 SF	0.35	5,034 SF	4,706 SF	D	5,349 SF	~110'-9"	2 + BASEMENT	6 BED / 6.5 BATH
LOT 12	14,723 SF	0.35	5,153 SF	6,222 SF	E	5,962 SF	~54'-2"	2 + BASEMENT	6 BED / 6.5 BATH
LOT 13	15,196 SF	0.35	5,319 SF	5,055 SF	E	5,962 SF	~50'-1"	2 + BASEMENT	6 BED / 6.5 BATH
LOT 14	14,117 SF	0.35	4,941 SF	5,097 SF	E	5,962 SF	~51'-2"	2 + BASEMENT	6 BED / 6.5 BATH
LOT 15	13,738 SF	0.35	4,808 SF	5,306 SF	F	5,602 SF	~102'-9"	2 + BASEMENT	6 BED / 6.5 BATH
TOTALS	168,499 SF	-	62,089 SF	67,240 SF	-	66,580 SF	-	-	-

*INCLUDED PRIVATE ACCESS ROAD IN FAR CALCULATIONS / LOT

Cost Breakdwon

Client	Center Int'l Investments, Inc				
Property Address	1688 Garvey Ave				
City	Monterey Park	County	Los Angeles	State	CA Zip Code 91754
Appraiser	TONY HWANG				



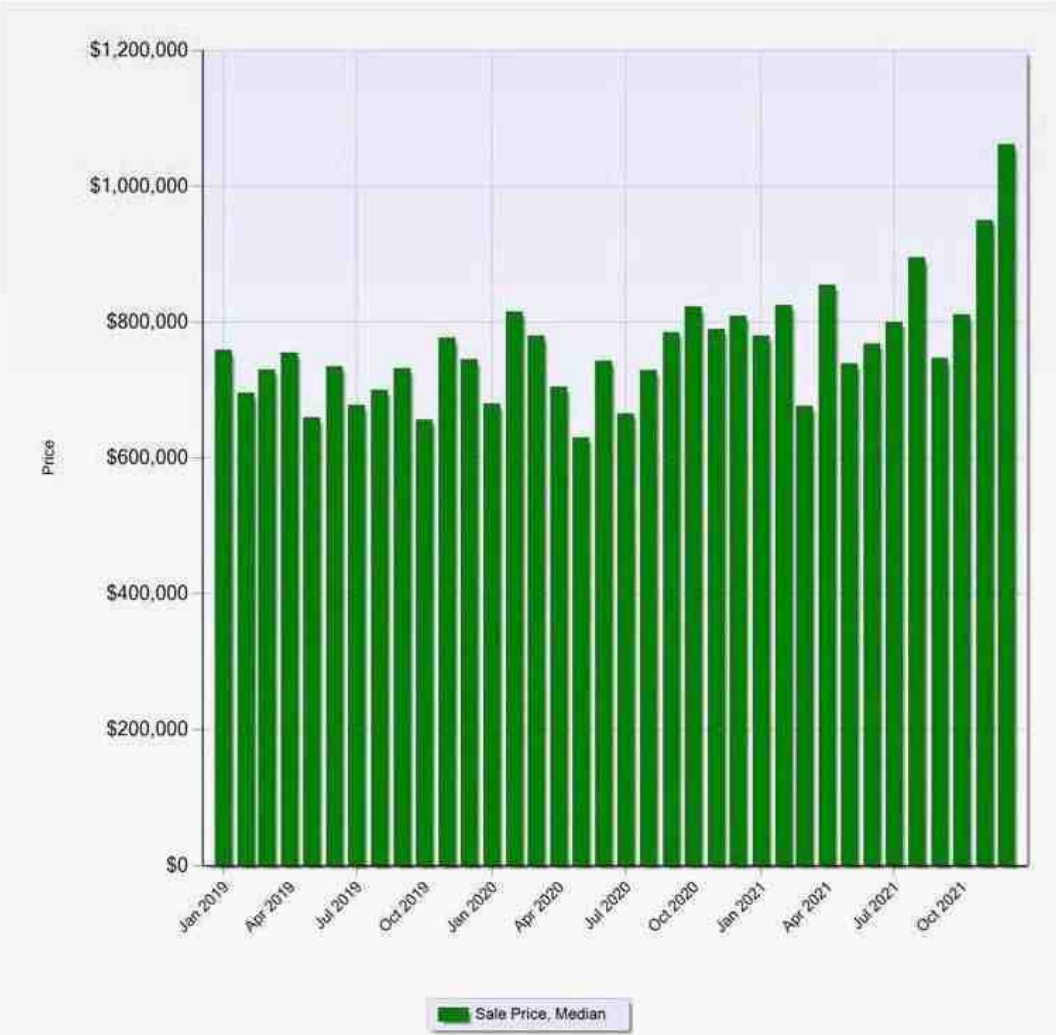
KCM Group
1940 Garnet Ave, Ste 300, San Diego, CA 92109
Tel: 858 273 5400 | Fax: 858 273 5455
www.kcmgroup.net

OPINION OF PROBABLE COST
1688 Garvey - Site Plan A
Monterey Park, CA
Prepared for: Center Int'l Investments
September 20, 2019

Estimate Summary					
Item	Description	Quantity	Units	Unit Cost	Budget Amount
Construction Hard Costs (see individual tabs for breakdown)					
1	Site Improvements				
a	Site Preparation and Rough Grading	1	LS	\$5,655,715	\$5,655,715
b	Structural Retaining Walls	1	LS	\$4,687,287	\$4,687,287
c	Erosion Control	1	LS	\$231,451	\$231,451
d	Wet Utilities	1	LS	\$811,980	\$811,980
e	Dry Utilities	1	LS	\$650,000	\$650,000
f	Surface Improvements	1	LS	\$416,192	\$416,192
g	Walls & Fences	1	LS	\$283,125	\$283,125
h	Landscaping	1	LS	\$980,069	\$980,069
i	Bond Exoneration	1	LS	\$150,000	\$150,000
2	Homes & Clubhouse Construction Costs	1	LS	\$14,405,000	\$14,405,000
Subtotal Hard Costs					\$28,270,820
10% Contingency					\$2,827,082
Bond					
2	Bond	1.50%	PCT	\$31,097,902	\$466,469
Subtotal					\$466,469
Total Hard Costs					\$31,564,371
Soft Costs					
3	Structural Engineer - DRS Engineering Inc.	1	LS	\$75,000	\$75,000
4	Civil Engineer - Focus Engineering, Inc.	1	LS	\$295,300	\$295,300
5	Soils Engineer - Advanced Geotechnical Solutions, Inc.	1	LS	\$399,480	\$399,480
6	Legal - Sheppard Mullin	1	LS	\$270,000	\$270,000
7	Environmental - Meridian	1	LS	\$335,645	\$335,645
8	Architect	1	LS	\$950,000	\$950,000
9	Construction Management	1	LS	\$790,000	\$790,000
10	SWPPP Monitoring and Reporting	1	LS	\$170,000	\$170,000
11	Sales	1	LS	\$350,000	\$350,000
12	Misc Soft Costs	1	LS	\$329,800	\$329,800
Total Soft Costs					\$3,965,225
Development Fees					
13	Entitlement, Plan Check, Building Permits, & DIF	1	LS	\$2,119,448	\$2,119,448
Total Fees					\$2,119,448
Cost to Date (through 9/25/19)					
1	Land Acquisition	1	LS	\$2,000,000	\$2,000,000
2	Other Expenses	1	LS	\$2,652,531	\$2,652,531

MLS MARKET TRENDS(1 mile radius)

Client	Center Int'l Investments, Inc					
Property Address	1688 Garvey Ave					
City	Monterey Park	County	Los Angeles	State	CA	Zip Code 91754
Appraiser	TONY HWANG					



Sale Price, Median

Month	2019	2020	2021
Jan	\$758,880	\$680,000	\$780,000
Feb	\$696,000	\$815,500	\$825,000
Mar	\$730,000	\$780,000	\$676,500
Apr	\$755,000	\$705,000	\$855,000
May	\$660,000	\$630,000	\$739,000
Jun	\$735,000	\$743,000	\$768,000
Jul	\$678,000	\$665,650	\$800,000
Aug	\$700,000	\$729,500	\$895,000
Sep	\$732,000	\$785,000	\$747,500
Oct	\$656,500	\$823,000	\$811,500
Nov	\$777,500	\$790,000	\$950,000
Dec	\$745,000	\$809,000	\$1,062,000

Search Criteria

Time frame is from Jan 2019 to Dec 2021
Property Type is 'Residential'
Latitude, Longitude is within 1.00 mi of 1688 Garvey Ave, Monterey Park, CA 91754, USA
Results calculated from 465 listings

Client	Center Int'l Investments, Inc						
Property Address	1688 Garvey Ave						
City	Monterey Park	County	Los Angeles	State	CA	Zip Code	91754
Appraiser	TONY HWANG						



SUBJECT PROPERTY PROFILE

Client	Center Int'l Investments, Inc				
Property Address	1688 Garvey Ave				
City	Monterey Park	County	Los Angeles	State	CA Zip Code 91754
Appraiser	TONY HWANG				

5254-002-031, CA, Los Angeles County Expired Listing

	Beds	Baths	Sale Price	Sale Date
	N/A	N/A	\$1,850,000	09/09/2008
	Bldg Sq Ft	Lot Sq Ft	Yr Built	Type
	N/A	270,462	N/A	RES ACG

OWNER INFORMATION			
Owner Name	Center Intl Investments Inc	Tax Billing City & State	Monterey Park, CA
Mail Owner Name	Center Intl Investments Inc	Tax Billing Zip	91755
Tax Billing Address	1022 E Garvey Ave	Tax Billing Zip+4	3031

LOCATION INFORMATION			
Zoning	MPR3*	Comm College District Code	Los Angeles City
Tract Number	34875	Census Tract	4821.01
School District	Alhambra City	Topography	Rolling/Hilly

TAX INFORMATION			
APN	5254-002-031	Lot	1
Tax Area	12385	Water Tax Dist	San Gabriel Vly
Legal Description	TR=34875 LOT 1		

ASSESSMENT & TAX			
Assessment Year	2021	2020	2019
Assessed Value - Total	\$2,200,935	\$2,178,368	\$2,135,655
Assessed Value - Land	\$2,200,935	\$2,178,368	\$2,135,655
YOY Assessed Change (\$)	\$22,567	\$42,713	
YOY Assessed Change (%)	1.04%	2%	
Tax Year	Total Tax	Change (\$)	Change (%)
2018	\$26,628		
2019	\$27,434	\$806	3.03%
2020	\$28,277	\$843	3.07%

Special Assessment	Tax Amount
Maint Dist 93-1 62	\$20.48
Safe Clean Water83	\$1,128.91
Sgv Mosquito&Vcd80	\$20.00
Flood Control 62	\$53.44
Total Of Special Assessments	\$1,222.83

CHARACTERISTICS			
County Land Use	Vacant Residential	Lot Acres	6.209
Universal Land Use	Residential Acreage	Lot Area	270,462

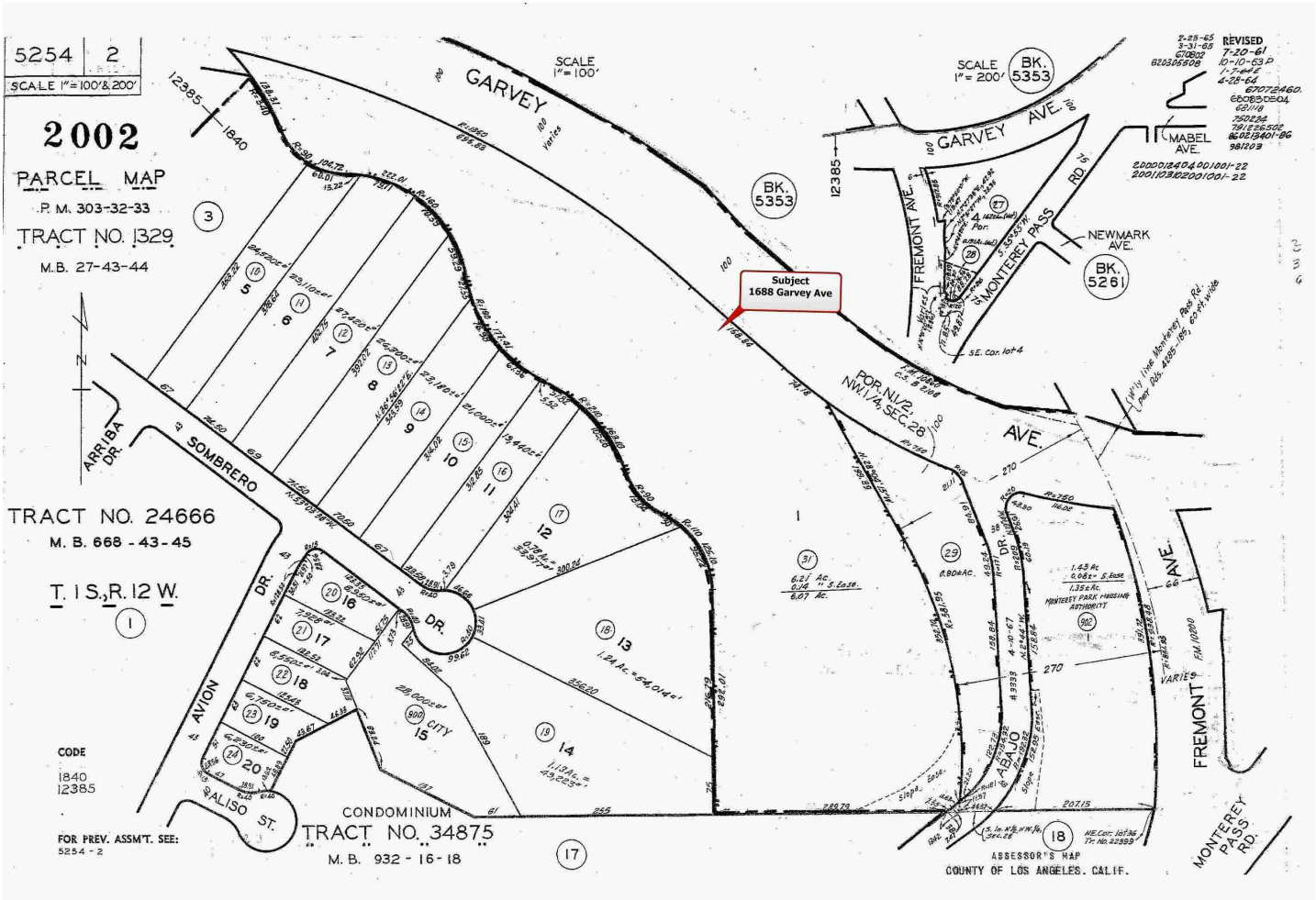
LAST MARKET SALE & SALES HISTORY			
Recording Date	09/16/2008	Sale Type	Full
Sale Date	09/09/2008	Deed Type	Grant Deed
Sale Price	\$1,850,000	Owner Name	Center Intl Investments Inc
Document Number	1664018	Seller	Doaran Van

Recording Date	09/16/2008	10/06/2005	04/28/1987	09/04/1985	04/28/1978
Sale Date	09/09/2008	09/08/2005	03/1987		
Sale Price	\$1,850,000	\$188,100			
Buyer Name	Center Intl Investments Inc	Doaran Van	Goodview Venture	Good View Venture	Good View Land Dev Co
Seller Name	Doaran Van	Tax Collector Of Los Angeles Cnty	Goodview Venture	Owner Record	
Document Number	1664018	2413290	661038	1023817	
Document Type	Grant Deed	Tax Deed	Grant Deed	Deed (Reg)	Partnership Grant Deed

MORTGAGE HISTORY			
Mortgage Date	12/13/2019	09/12/2016	09/16/2008

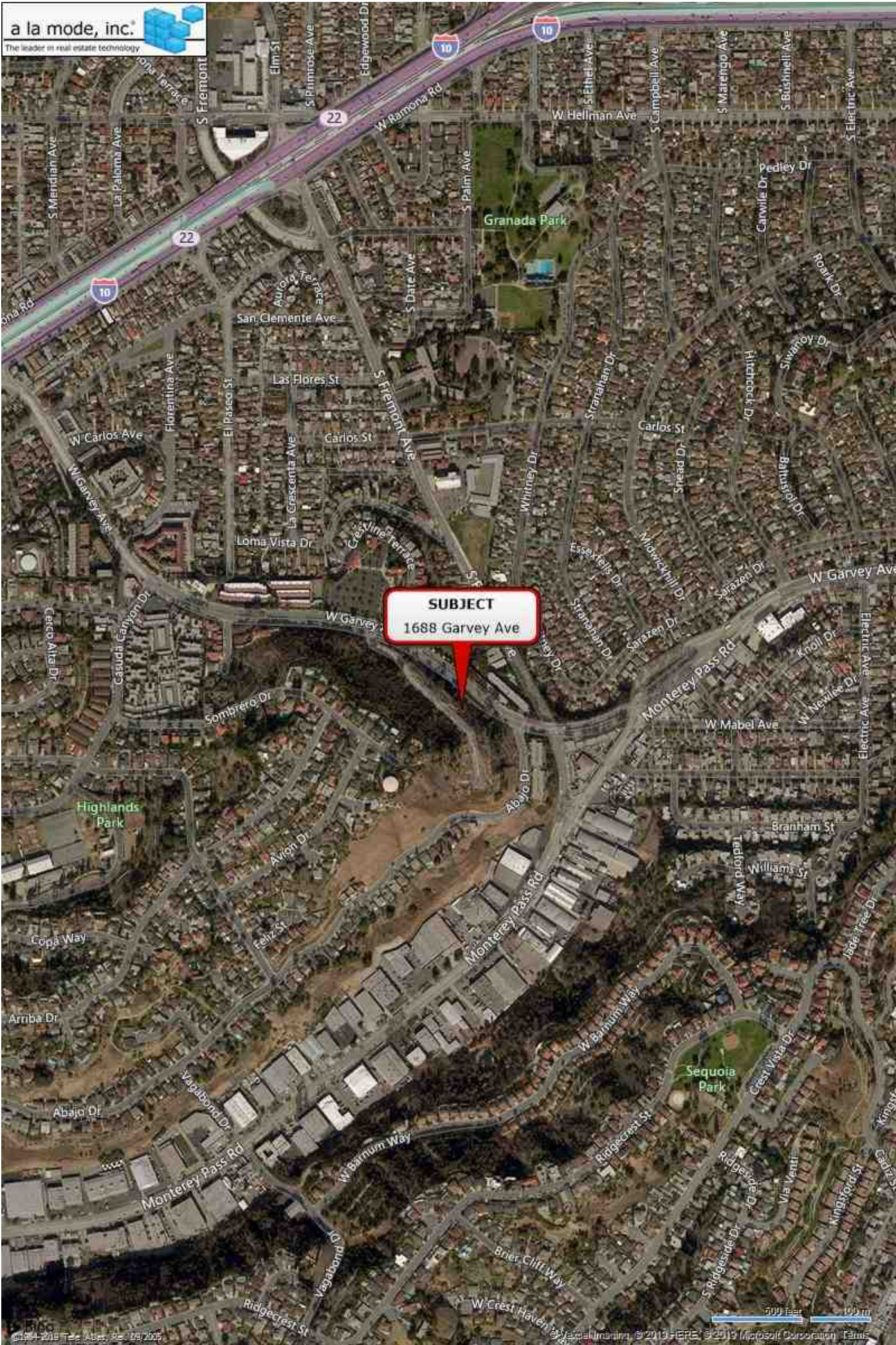
PLAT MAP

Client	Center Int'l Investments, Inc				
Property Address	1688 Garvey Ave				
City	Monterey Park	County	Los Angeles	State	CA Zip Code 91754
Appraiser	TONY HWANG				



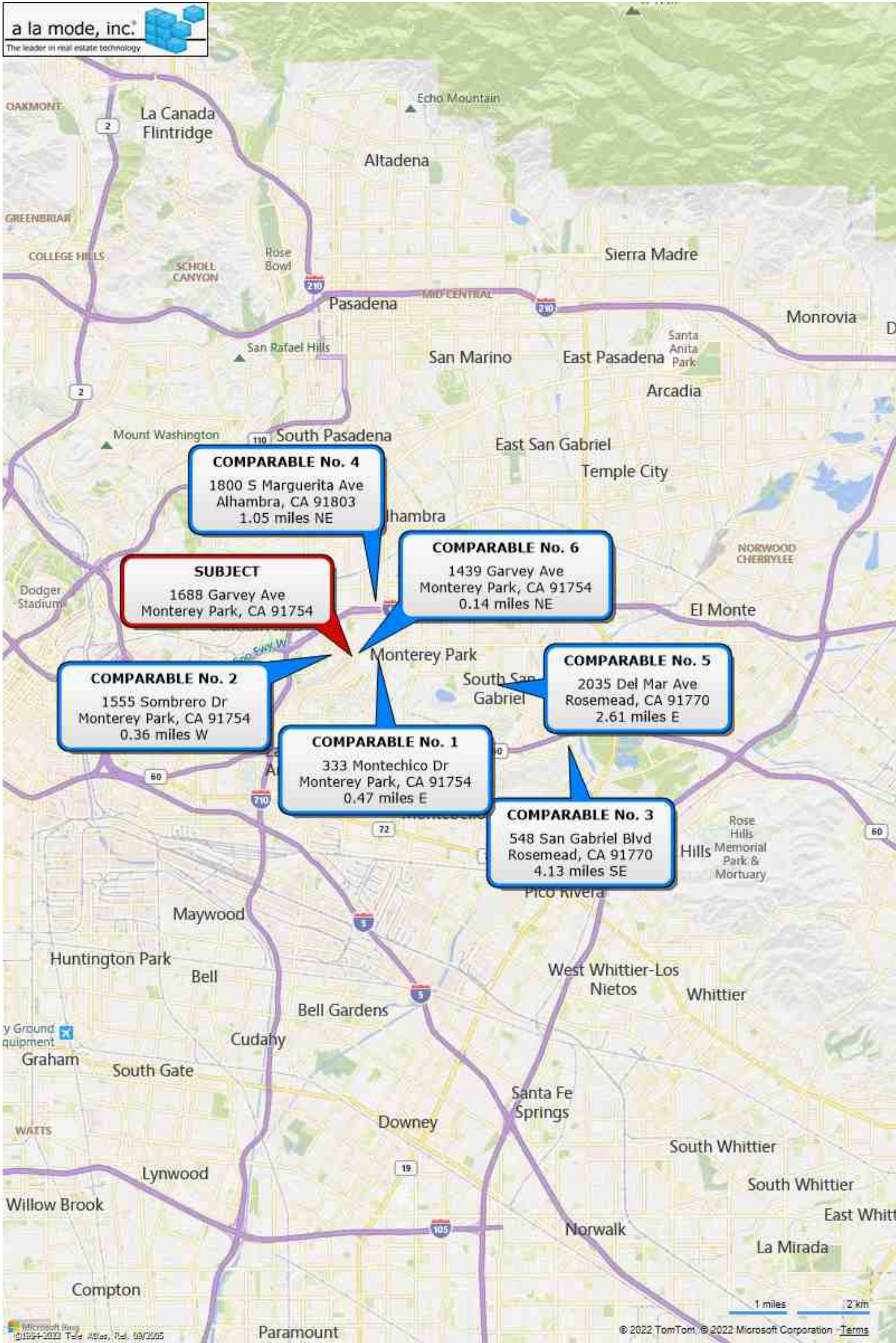
Aerial Map

Client	Center Int'l Investments, Inc				
Property Address	1688 Garvey Ave				
City	Monterey Park	County	Los Angeles	State	CA
Zip Code	91754				
Appraiser	TONY HWANG				



Location Map

Client	Center Int'l Investments, Inc				
Property Address	1688 Garvey Ave				
City	Monterey Park	County	Los Angeles	State	CA Zip Code 91754
Appraiser	TONY HWANG				



Subject Photo Page

Client	Center Int'l Investments, Inc					
Property Address	1688 Garvey Ave					
City	Monterey Park	County	Los Angeles	State	CA	Zip Code 91754
Appraiser	TONY HWANG					



Subject Front

1688 Garvey Ave
Sales Price Market value
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Mod traffic/above grd
View City Lights
Site 270,462 sf
Quality
Age



Subject Rear



Subject Street

Comparable Photo Page					
Client	Center Int'l Investments, Inc				
Property Address	1688 Garvey Ave				
City	Monterey Park	County	Los Angeles	State	CA Zip Code 91754
Appraiser	TONY HWANG				



Comparable 1

333 Montechico Dr
Prox. to Subject 0.47 miles E
Sale Price 580,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Residential
View 9,601 sf
Site
Quality
Age



Comparable 2

1555 Sombbrero Dr
Prox. to Subject 0.36 miles W
Sale Price 335,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Near Industrial Use
View 7,400 sf
Site
Quality
Age



Comparable 3

548 San Gabriel Blvd
Prox. to Subject 4.13 miles SE
Sale Price 408,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Near Traffic;
View 7,383 sf
Site
Quality
Age

Comparable Photo Page

Client	Center Int'l Investments, Inc					
Property Address	1688 Garvey Ave					
City	Monterey Park	County	Los Angeles	State	CA	Zip Code 91754
Appraiser	TONY HWANG					



Comparable 4

1800 S Marguerita Ave
Prox. to Subject 1.05 miles NE
Sale Price 580,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Near Freeway;
View 7,349 sf
Site
Quality
Age



Comparable 5

2035 Del Mar Ave
Prox. to Subject 2.61 miles E
Sale Price 589,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Near Traffic;
View 11,400 sf
Site
Quality
Age



Comparable 6

1439 Garvey Ave
Prox. to Subject 0.14 miles NE
Sale Price 577,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Near Traffic;
View 23,097 sf
Site
Quality
Age

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER’S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

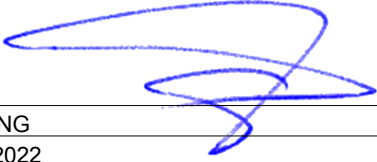
APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
- 2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
- 3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
- 4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
- 5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
- 6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
- 7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
- 8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
- 9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER’S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 1688 Garvey Ave, Monterey Park, CA 91754

APPRAISER:

Signature: 
Name: TONY HWANG
Date Signed: 01/27/2022
State Certification #: AG004083
or State License #:
State: CA
Expiration Date of Certification or License: 02/03/2023

SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

COPY OF APPRAISAL LICENSE

Client	Center Int'l Investments, Inc				
Property Address	1688 Garvey Ave				
City	Monterey Park	County	Los Angeles	State	CA Zip Code 91754
Appraiser	TONY HWANG				



AIG SPECIALTY INSURANCE COMPANY

Administrative Offices - 1271 Ave of the Americas FL 37, New York, NY 10020-1304

Certificate Number: 026244134-02

This Certificate forms a part of Master Policy Number: 035908521-02

Renewal of Master Policy Number : 035908521-01

NOTICE: THIS INSURANCE IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND ONLY APPLIES TO CLAIMS FIRST MADE AGAINST THE CERTIFICATE HOLDER DURING THE CERTIFICATE PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST THE CERTIFICATE HOLDER AFTER THE END OF THE CERTIFICATE PERIOD UNLESS, AND TO THE EXTENT, A BASIC OR EXTENDED REPORTING PERIOD APPLIES.

NOTICE: DEFENSE EXPENSES ARE INCLUDED WITHIN AND REDUCE THE APPLICABLE LIMIT OF LIABILITY STATED IN THE CERTIFICATE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

NORMAN-SPENCER REAL ESTATE RISK PURCHASING GROUP INC dba
THE AMERICAN ACADEMY OF STATE CERTIFIED APPRAISERS
(A Delaware Corporation)

CERTIFICATE DECLARATIONS

1. Name and Address of Certificate Holder: Tony C. Hwang d/b/a
Social Appraisal Network
1615 W 27th Street
San Pedro CA 90732

2. Certificate Period: Effective Date: 1/1/2022 to Expiration Date: 1/1/2023

12:01 a.m. Standard Time at the Address of the Certificate Holder shown in item 1. above

2a. Retroactive Date: 1/1/2012

12:01 a.m. Standard Time at the Address of the Certificate Holder shown in item 1. above

3. Limit of Liability: \$ 1,000,000 each claim
\$ 1,000,000 aggregate limit

4. Deductible: \$ 1,000 each claim

5. Professional Covered Services insured by this policy are: REAL ESTATE APPRAISAL SERVICES

6. Advance Certificate Holder Premium: \$1,097.00 Surplus Lines Tax 32.91
Stamping Fee 2.74

7. Minimum Earned Premium: 25% or \$274.00 Risk Purchasing Group Fee 40.00

Forms and Endorsements:

See Attached Form's list

Total: \$ 75.65

Agency Name and Address: Norman-Spencer Agency, LLC
8075 Washington Village Drive
Dayton, OH 45458

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CERTIFICATE HOLDER AGREES TO ALL TERMS AND CONDITIONS AS SET FORTH IN THE ATTACHED MASTER POLICY.



County: Los Angeles

Authorized Representative OR
Countersignature (in states where applicable)

Date: December 21, 2021

#N/A

ATTACHMENT 2

Proposed Resolution of Necessity

RESOLUTION NO.

A RESOLUTION FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES RELATED TO THE GOODVIEWS ABATEMENT PROJECT (“GAP”).

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

SECTION 1: After considering the entirety of the administrative record including, without limitation, the historical record regarding the Goodviews Abatement Project (“GAP”), the written staff report, staff presentation, discussion, oral testimony and other evidence presented during the October 5, 2022 hearing, the City Council finds as follows:

- A. In accordance with Resolution No. 12255, adopted June 16, 2021, the City undertook the GAP on behalf of the People of the City of California to abate a nuisance identified in *People ex rel. Mark D. Hensley, City Attorney v. Center Int’l. Investments, Inc.* (filed December 31, 2015) LASC Case No. BC605788.
- B. The GAP was undertaken pursuant to Resolution Nos. 12255 (adopted June 16, 2021); 2022-R-22 (adopted April 20, 2022); 2022-R34 (adopted May 18, 2022); and Resolution No. 2022-R63 (adopted August 1, 2022). A Notice to Proceed was issued January 21, 2022 and construction began on or about January 24, 2022; construction is ongoing and is expected to be complete by years end.
- C. The GAP is located on real property identified by Assessor Parcel No. 5254-002-031 and commonly known as 1688 Garvey Ave., Monterey Park TR=84875 LOT 1 and is legally described in attached Exhibit “A” and incorporated by reference (the “Property”);
- D. The public interest, convenience and necessity require the GAP;
- E. The GAP is planned and located in a manner that will be most compatible with the greatest public good and least private injury;
- F. The taking of the Property including, without limitation, its existing structures and improvements, is necessary to ensure completion of the GAP and its continued maintenance for the protection of the public health and safety;
- G. The taking of the Property is authorized by Article I, §19 and XI, § 7, of the California Constitution; Government Code §§ 37350.5, 40404(f) ; Code of Civil Procedure §§ 1230.010, *et seq.*; Sections 4.30.020 and 4.30.050 of the Monterey Park Municipal Code, and other applicable law;

- H. The offer to purchase required by Government Code §7267.2 was made to the owner of the Property;
- I. The necessary notice of hearing on this Resolution was given as required by Code of Civil Procedure §1245.235; and
- J. The City complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property.

SECTION 2. *Environmental Assessment.* The findings set forth in Resolution No. 12553 (adopted June 16, 2021) and Section 2 of Resolution No. 12255 (adopted June 16, 2021), are incorporated by reference. For ease of reference, Resolution No. 12553 certifies the Final Environmental Impact Report for 1688 West Garvey Avenue Project (State Clearinghouse No. 2020070419); Resolution No. 12255 authorizes the GAP to protect public health and safety without the need for additional environmental review (see, *Ca/Beach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

SECTION 5. The City Council finds that if any portion of the area of the Property was appropriated to some public use, the public uses to which it is to be applied by the City, as described above, are more necessary and paramount public uses, pursuant to Code of Civil Procedure § 1240.610 or, alternatively, will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonably be expected to exist in the future, pursuant to Code of Civil Procedure § 1240.510.

SECTION 6. The City Attorney, or designee, is authorized and directed to prepare, institute and prosecute in the name of the City such proceedings in the proper Court having jurisdiction thereof as may be necessary for the acquisition of said Property, including the filing of an application for an Order for Possession before judgment.

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

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

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

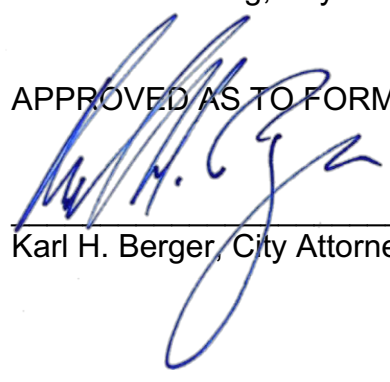
PASSED AND ADOPTED this 5th day of October, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Exhibit "A"

Property legal description	LOT 1 OF TRACT NO. 34875, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 932, PAGES 16-18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY
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ATTACHMENT 3

Declaration of Chris Conkle

1 **DECLARATION OF CHRIS CONKLE, P.E., G.E.**

2 I, CHRIS CONKLE, P.E., G.E., hereby declare as follows:

3 1. I am a licensed civil engineer (P.E.) with the State of California, Credential No.
4 70923 since 2007, and a licensed geotechnical engineer (G.E.) with the State of California,
5 License No. 2926, since 2011. I am employed by Geosyntec Consultants as a Principal
6 Geotechnical Engineer, which has been retained by the City of Monterey Park to provide
7 engineering consulting services concerning stabilization measures, including retaining walls,
8 of a hillside located at 1688 W. Garvey in the City of Monterey Park, California 91754 (APN
9 5254-002-031) (the "Property"). I have 17 years of experience focused on geotechnical
10 investigation, evaluation, design and quality assurance monitoring for a variety infrastructure
11 projects, including retaining walls for hillside stabilization. I specialize in geotechnical
12 infrastructure and foundation engineering, and have extensive experience in the area of
13 analyzing and drafting geotechnical reports, construction plans, and engineering plans
14 regarding the stability and remediation of slopes. I have personal knowledge of the facts stated
15 in this Declaration, and if called as a witness, I could and would competently testify thereto.

16 2. This Declaration is made in support of the City of Monterey Park on behalf of
17 the People of the State of California's ("City") Motion to Enforce Settlement Agreement
18 concerning the Property.

19 3. I have personally, and in consultation with qualified colleagues, reviewed
20 hillside stabilization plans submitted by Center Int'l Investments, Inc. ("CII") for hillside
21 stabilization of the Property, including proposed retaining walls and related features.

22 4. The construction plans submitted by CII for the hillside stabilization did not
23 incorporate sufficiently the relevant geotechnical recommendations. First, required remedial
24 grading was not represented in the construction plans. Second, recommended geogrid
25 materials that are placed in the soils for stabilization were not included in the plans.

26 5. Engineering of the retaining walls in CII's plans was inadequate. Specifically,
27 CII's plans applied inappropriate assumptions regarding lateral earth pressure distribution
28 assumptions in designing the features of the retaining walls intended to hold the hillside in

1 place. Additionally, CII's retaining wall design failed to include appropriate resistance to
2 vertical loads.

3 6. Finally, in consultation with the City's contractor, C.A. Rasmussen, Inc., we
4 have learned that retaining wall anchors (77-88) along the property line pose significant
5 access constraints and related constructability concerns that may make implementing the
6 plans impracticable. Further, as designed, several tieback anchors at five pile locations 8,
7 9,10,11,12 would have intersected each other in a way that could not be constructed.

8 7. As a result, the construction plans submitted by CII cannot be used, and the
9 City, or anyone who would be seeking to construct the hillside stabilization, must effectivity
10 start over with engineering and construction plans for this hillside stabilization.

11
12
13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct to the best of my knowledge.

15
16 EXECUTED on this 9th day of March, 2022 at Costa Mesa, California.

17
18 
19 _____
Chris Conkle, P.E., G.E.

ATTACHMENT 4
September 12, 2022
Notice of Hearing

September 12, 2022

VIA FIRST-CLASS MAIL

Center Int'l Investments, Inc.
846 East Garvey Avenue, #D
Monterey Park, CA 91755

Center Int'l Investments, Inc.
1022 East Garvey Avenue
Monterey Park, CA 91755

Center Int'l Investments, Inc.
1688 West Garvey Avenue
Monterey Park, CA 91754

Center Int'l Investments, Inc.
Attn: Willis Do
1648 Puente Avenue
Baldwin Park, CA 91706

Center Int'l Investments
Attn: Karrie On
501 West Garvey Avenue #207
Monterey Park, CA 91754

CHANGE OF HEARING DATE

TO
OCTOBER 5, 2022

**NOTICE OF HEARING REGARDING THE INTENTION OF
THE CITY OF MONTEREY PARK TO CONSIDER THE ADOPTION OF A
RESOLUTION FINDING AND DETERMINING THAT THE PUBLIC INTEREST,
CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN
PROPERTY FOR PUBLIC PURPOSES**

**1688 Garvey Ave., Monterey Park
TR=34875 LOT 1 (APN 5254-002-031)**

To Whom It May Concern:

YOU ARE HEREBY NOTIFIED, pursuant to Code of Civil Procedure Section 1230.010, *et seq.*, that the Monterey Park City Council will hold a Public Hearing on **October 5, 2022, at 6:30 p.m.** in the City Hall Council Chambers, 320 West Newmark Avenue

September 12, 2022

Page 2

Monterey Park, CA 91754, to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of the above-referenced real property ("Property") related to the City's Goodviews Abatement Project ("Project").

The Property, which is located in the City of Monterey Park, County of Los Angeles, State of California, consists of approximately 6.22 acres with a 0.14 acre slope easement and is legally described as follows:

LOT 1 OF TRACT NO. 34875, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 932, PAGES 16-18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

You, as a person claiming or having an interest in and to the Property, are hereby notified that you have the right to appear and be heard on the issues to be considered at that hearing. The issues which will be considered are set forth in California Code of Civil Procedure Section 1240.030, and include:

1. Whether the public interest and necessity require the Project;
2. Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the Property to be acquired is necessary for the Project;
4. Whether the offer to purchase as required by section 7267.2 of the California Government Code has been made to the owner of the Property;
5. Whether the necessary notice of hearing on this Resolution has been given, as required by Code of Civil Procedure section 1245.235; and
6. Whether the City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property, including the California Environmental Quality Act ("CEQA").

A copy of the proposed Resolution of Necessity will be available on Thursday, September 29, 2022 in the City Clerk's Office at Monterey Park City Hall, 320 West Newmark Avenue, Monterey Park, CA 91754, telephone number (626) 307-1458.

If you wish to be heard at this hearing, you MUST FILE A WRITTEN REQUEST, indicating your intent to appear and be heard within 15 days after the date of mailing of this Notice. Failure to file a written request to appear and be heard within 15 days after the date of

September 12, 2022

Page 3

mailing of this Notice may result in a waiver of the right to appear and be heard by the City Council.

The written request to appear and be heard should be filed with:

City Clerk's Office
Monterey Park City Hall
320 W Newmark Ave.
Monterey Park, CA 91754

The amount of the compensation to be paid for the acquisition of the Property is not a matter or issue being heard by the City at this time. If you elect not to appear and not to be heard, you will only be foreclosed from raising in a court of law the issues that are the subject of this noticed hearing and that are concerned with the right to take the Property by eminent domain.

This notice is not intended to foreclose future negotiations between you and the City on the amount of compensation to be paid for the Property. Nor will your nonappearance at this noticed hearing prevent you from claiming greater compensation, as may be determined by a court of law in accordance with the laws of the State of California.

If you have any questions, you may contact me at 213-709-0329 or asozio@bwslaw.com.

September 12, 2022
Page 4

Sincerely,

Burke, Williams & Sorensen, LLP



Alan A. Sozio

AAS:sv

cc: Karl H. Berger, Esq., City Attorney
Alfred Fraijo Jr., Esq.
Sean O'Connor, Esq.

September 12, 2022
Page 5

**REQUEST TO BE HEARD ON RESOLUTION OF NECESSITY
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY**

**1688 Garvey Ave., Monterey Park
TR=34875 LOT 1 (APN 5254-002-031)**

Printed
Name _____ Telephone _____

Address

Date _____ Signature _____

September 12, 2022

Page 6

PROOF OF SERVICE

I, Audrey Peard, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 444 South Flower Street, Suite 2400, Los Angeles, California 90071. On September 12, 2022, I served a copy of the within document(s):

NOTICE OF HEARING REGARDING THE INTENTION OF THE CITY OF MONTEREY PARK TO CONSIDER THE ADOPTION OF A RESOLUTION FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below

Center Int'l Investments, Inc.
846 East Garvey Avenue, #D
Monterey Park, CA 91755

Center Int'l Investments, Inc.
Attn: Willis Do
1648 Puente Avenue
Baldwin Park, CA 91706

Center Int'l Investments, Inc.
1022 East Garvey Avenue
Monterey Park, CA 91755

Center Int'l Investments
Attn: Karrie On
501 West Garvey Avenue #207
Monterey Park, CA 91754

Center Int'l Investments, Inc.
1688 West Garvey Avenue
Monterey Park, CA 91754

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 2, 2022, at Los Angeles, California.



Audrey Peard