

AGREEMENT BETWEEN THE CALIFORNIA ATTORNEY GENERAL'S OFFICE AND THE CITY OF HUNTINGTON PARK

This Agreement (“Agreement”) is entered into by and between the City of Huntington Park (“City”), acting through its City Council, and the California Attorney General’s Office (“Attorney General”), acting on behalf of the People of the State of California (collectively, the “Parties”), and is dated and effective on the most recent date one of the Parties signs (“Effective Date”). The Parties enter into this Agreement to establish requirements and deadlines for the development and adoption of the City’s Environmental Justice Element pursuant to Senate Bill 1000 (“SB 1000”). This Agreement represents a sincere and enforceable commitment by the City to prepare and adopt a comprehensive Environmental Justice Element as soon as possible to remedy the City’s non-compliance with SB 1000, while also meeting the obligations under SB 1000 to engage with the public and to prepare an Environmental Justice Element that complies with SB 1000’s mandates.

AUTHORITY

SB 1000 (Gov. Code, § 65302, subd. (h)) requires cities and counties that adopt a general plan after January 1, 2018 with two or more updated elements to include an “environmental justice element, or related goal, policies, and objectives integrated into other elements” (“Environmental Justice Element”) if the local government has disadvantaged communities within its jurisdiction. The Environmental Justice Element must include several components to comply with SB 1000.

First, an Environmental Justice Element is required to identify and describe the disadvantaged communities within the city or county’s planning area. (*Id.* § 65302, subd. (h)(1).) SB 1000 has a broad and flexible definition of disadvantaged communities that includes two methods for identifying communities: (1) “an area identified by the California Environmental Protection Agency (CalEPA) pursuant to Section 39711 of the Health and Safety Code;” or (2) “an area that is a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation.” (*Id.* § 65302, subd. (h)(4)(A).) The most effective approach for identifying disadvantaged communities is to employ both methods.

Second, an Environmental Justice Element must include meaningful and specific goals, policies, and objectives (“Environmental Justice Policies”) that address eight topics. (*Id.* § 65302, subd. (h)(1).) These Environmental Justice Policies must aim to reduce pollution exposures, improve air quality, promote public facilities, increase food access, provide safe and sanitary homes, promote physical activity, promote civic engagement in the public decision-making process, and prioritize improvements and programs that address the needs of the disadvantaged communities. (*Ibid.*) The adopted Environmental Justice Policies are required to “reduce the unique or compounded health risks in disadvantaged communities.” (*Ibid.*)

Finally, SB 1000’s mandates cannot be successfully completed without engaging with community members at every stage of the SB 1000 compliance process. It is especially important for cities and counties to engage with the public as they develop an Environmental Justice Element to ensure that communities are included in the planning process and have an

opportunity to engage in decisions that impact their health and wellbeing. By its non-compliance and failure to adopt any Environmental Justice Element or any related Environmental Justice Policies, the City has deprived residents of all of the intended benefits of SB 1000.

The Attorney General has authority to enforce the requirements of SB 1000 as the chief law enforcement officer of the State. (Cal. Const., art. V, § 13; Gov. Code § 12511.) The Attorney General has the duty to ensure that California laws are uniformly and adequately enforced. (*Ibid.*)

RECITALS

The Huntington Park City Council approved the City's 2030 General Plan on May 28, 2019 without an Environmental Justice Element or any related Environmental Justice Policies incorporated into other elements. A community group notified the Attorney General about the City's noncompliance with SB 1000 in October 2019.

The Attorney General subsequently had ongoing communications with the City in an attempt to help it come into compliance with SB 1000. On October 29, 2019, the Attorney General and the City held an initial call to discuss SB 1000 and its requirements. Following the call, the Attorney General sent written resources to the City regarding SB 1000. On January 23, 2020, the Attorney General held a second call with the City to discuss these available resources. On December 16, 2020 and January 6, 2021, the Attorney General emailed the City and requested updates on the City's efforts to comply with SB 1000, which were not provided. On March 4, 2021, the Attorney General sent a letter to the City's planning staff, Mayor, and City Manager, expressing concern over the City's failure to comply with SB 1000 or to respond to the recent correspondence. During a conference call on March 9, 2021, City staff confirmed that the City had not made any progress towards SB 1000 compliance to date.

Since March 2021, the Attorney General and the City have attended regular calls to discuss steps to bring the City into compliance with SB 1000. On May 27, 2021, the City emailed the Attorney General a proposal from Rincon Consultants Inc. to develop and draft the City's Environmental Justice Policies and assist with other SB 1000-related compliance efforts. On a June 22, 2021 call, the Attorney General provided feedback on the proposal, and the City requested that the Attorney General provide requests for SB 1000 compliance in writing.

On July 13, 2021, the Attorney General sent a letter to the City that described SB 1000's requirements, the Attorney General's proposed steps for compliance, and a proposed timeline for the City to come into compliance. The City responded with a revised proposed timeline on September 13, 2021.

On October 12, 2021, the City emailed a second revised timeline and a written response to the Attorney General's July 13, 2021 letter in which the City agrees to comply with the Attorney General's proposed compliance milestones on the timeline outlined in the City's October 12, 2021 letter.

It is the purpose of this Agreement to ensure that the City's General Plan is updated to comply with SB 1000 as set forth in the deadlines and timeframe below, the City's

Environmental Justice Element is based on meaningful engagement with members of the disadvantaged communities in the City, and the City's Environmental Justice Element is designed to provide tangible improvements for such disadvantaged communities. The Parties also wish to enter into an agreement that is feasible to achieve. As a result, the Parties have agreed to resolve this matter via the Agreement without the time and expense of litigation and judicial resolution, on the condition that the following milestones and commitments are implemented by the deadlines described below.

SPECIFIC DEADLINES

Now, therefore, in consideration of the terms, conditions, and covenants set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

A. Community Engagement Actions

1. Beginning no later than three (3) business days after the execution of this Agreement by both Parties, and continuing through December 2021, the City agrees to reach out to local community groups with the goal of finding one or more groups to partner with as the City conducts community outreach for its Environmental Justice Element. These partner groups can be environmental, public health, housing advocacy, charitable, religious, neighborhood, and/or other organizations. The community groups should be familiar with the needs of the City's residents and how to best conduct outreach to these community members. The City shall ask the community partners to consult with the City and help facilitate effective outreach to community members for workshops and other SB 1000-related activities. Such outreach at a minimum shall include the steps set forth below but may include additional steps agreeable to the City upon consultation with the partner groups or others.

2. By November 30, 2021, the City shall create a webpage for sharing environmental justice and SB 1000-related documents with the public. The website shall include all draft and final documents related to the Environmental Justice Element, information about upcoming workshops and hearings, a method for submitting comments on draft documents as they become available, contact information for the City, and a link to sign up for emails regarding future updates related to the Environmental Justice Element.

3. Beginning in November 2021 and to be completed no later than January 31, 2022, the City shall prepare and provide a survey for community members to identify their environmental justice-related priorities, concerns, and burdens. This survey shall be advertised at a minimum via the City's webpage, email list(s), bulletin boards, social media platforms, electronic boards, posters, flyers, banners, and other methods used by the City to communicate with community members. The input received from the completed surveys shall be summarized for the public in a document posted on the City's environmental justice webpage and used to inform the contents of the City's Environmental Justice Element.

4. No later than January 31, 2022 the City shall host an environmental justice workshop for community members. This workshop shall provide background information on environmental justice, SB 1000, the City's General Plan, and disadvantaged communities in the

City. The City will promote this workshop starting no later than December 1, 2021. The input received during this workshop shall be used to inform the development of the City's Environmental Justice Element. After the workshop, the City shall post a summary of the comments received during the workshop and the next steps for developing the Environmental Justice Element on its environmental justice webpage.

5. No later than April 1, 2022, the City shall host a second environmental justice workshop for community members. If held in person, this workshop shall be in a different City location than the first workshop to provide an opportunity for community members that live and/or work in another part of the City to attend. The workshop shall provide background information on environmental justice, SB 1000, the City's General Plan, and disadvantaged communities in the City. The City will promote this workshop starting no later than February 1, 2022. The input received during this workshop shall be used to inform the development of the City's Environmental Justice Element. After the workshop, the City shall post a summary of the comments received during the workshop and the next steps for developing the Environmental Justice Element on its environmental justice webpage.

6. No later than July 31, 2022, after the City publishes its Draft Environmental Justice Element, the City shall host a third environmental justice workshop. The purpose of this workshop is to receive feedback on the Draft Environmental Justice Element and Policies from community members. The City will promote this workshop starting no later than June 30, 2022.

7. The City shall provide Spanish translation during all workshops and hearings related to the Environmental Justice Element. The City shall also provide all related documents and public notices in Spanish and English.

B. Identification and Description of Disadvantaged Communities

1. No later than April 29, 2022, the City shall release a draft document that identifies and describes the disadvantaged communities located in the City. For each identified disadvantaged community, the City must include: 1) a name or other identifying information for each location, such as a community's census tract number and a map showing its location; and 2) a description of each community's unique characteristics, burdens, and needs.

2. To identify disadvantaged communities, the City shall use both methods described in SB 1000. The City shall consult with community members during its environmental justice workshops to supplement its knowledge of local issues, and consult with agencies with expertise regarding the City's environmental justice-related issues, such as air, water, and public health departments.

3. The final identification and description of the City's disadvantaged communities shall be included in the Environmental Justice Element itself, rather than an ancillary document.

C. Environmental Justice Element

1. No later than June 30, 2022, the City shall release its Draft Environmental Justice Element for public review. The Draft Environmental Justice Element shall be available for public review and comment for at least 45 calendar days.

2. The Draft Environmental Justice Element must include Environmental Justice Policies that address SB 1000's requirements and reflect the unique burdens and needs of the City's disadvantaged communities. Since the City is not undergoing a comprehensive update of its General Plan, all Environmental Justice Policies must be included in the City's standalone Environmental Justice Element. The City's Environmental Justice Policies must be designed to provide real benefits to the City's disadvantaged communities, be enforceable, and include specific actions to reduce community burdens. As mandated by SB 1000, the Environmental Justice Policies shall:

- Reduce pollution exposures. According to CalEnviroScreen, the City's disadvantaged communities have disproportionately high amounts of toxic releases, cleanup sites, hazardous waste, and lead in housing, so the Policies must include specific commitments that address these top pollution burdens, at a minimum.
- Improve air quality. CalEnviroScreen identifies fine particulate matter (PM 2.5) as another top pollution burden for the City's disadvantaged communities, as well as high rates of asthma and cardiovascular disease, which can be a result of poor air quality. There are also a number of industrial facilities in the City that degrade air quality. The City should consult with the South Coast Air Quality Management District as it develops air quality-related Environmental Justice Policies since the District is currently working with community members to identify air pollution sources in the Southeast Los Angeles AB 617 Community and developing a plan to reduce air pollution in this area. The City's air quality Environmental Justice Policies must be consistent with the Community Emissions Reduction Plan for Southeast Los Angeles, adopted on December 4, 2020.
- Promote public facilities. SB 1000 defines "public facilities" as facilities that provide "public improvements, public services, and community amenities." (Gov. Code, § 65302, subd. (h)(4)(B).) The City's Environmental Justice Policies must ensure equitable access to public facilities, such as community centers, libraries, public transit, parks and recreation facilities, safe drinking water, wastewater services, health care services, internet access, and infrastructure for disaster responses. To reduce heat impacts as well as improve air quality, the City shall also address expansion of City trees.
- Increase food access. The City's food access Environmental Justice Policies must address known food insecurities, such as a lack of grocery stores with affordable produce in certain parts of the City, a need for an additional farmer's market, and increased use of CalFresh by residents that qualify for the program.
- Provide safe and sanitary homes. The City should reference its recent work on its 6th Cycle Housing Element to help it determine the necessary Environmental Justice Policies for providing safe and sanitary homes. The City must consider housing locations, availability, accessibility, quality, affordability, and lead in housing for this policy category.

- Promote physical activity. The City’s physical activity Environmental Justice Policies must address disadvantaged communities’ access and proximity to parks, open space, and other recreation facilities, and promote walking and biking for commuting and recreational purposes.
- Promote civic engagement in the public decision-making process. The City’s civic engagement Environmental Justice Policies must inform, consult, involve, collaborate with, and empower disadvantaged communities in the City. The City must include a policy regarding language accessibility since the majority of the City’s residents speak Spanish.
- Prioritize improvements and programs that address the needs of disadvantaged communities. The Environmental Justice Policies in this category must focus on improvements and programs in areas identified as disadvantaged by the City, community members, and consulting agencies. The City can satisfy this requirement by creating a separate category of Environmental Justice Policies or by prioritizing improvements in disadvantaged communities throughout all of its other Environmental Justice Policies. No later than September 30, 2022, the City shall release its Final Environmental Justice Element. The Final Element must include the identification and description of disadvantaged communities and the Environmental Justice Policies, as revised to reflect feedback from the public. At the same time, the City must publish its response to all public comments it received.

3. The City must hold a public hearing and adopt a compliant Environmental Justice Element no later than October 31, 2022.

D. Communications Between the City and Attorney General

1. After the Agreement’s Effective Date, the City must provide an update to the Attorney General on the status of its Environmental Justice Element and other SB 1000-related activities required by this Agreement once a month until the Element is adopted by the City Council. These updates will be provided by the City via a mutually-agreeable process, either emails, letters, or scheduled meetings. Such updates shall be provided to: Christie Vosburg (Christie.Vosburg@doj.ca.gov), Abigail Blodgett (Abigail.Blodgett@doj.ca.gov) and Mari Mayeda (Mari.Mayeda@doj.ca.gov).

E. Attorney General Commitment

1. The Attorney General enters into this Agreement in his independent capacity and not on behalf of any other state agency, commission, or board. In return for the above enforceable commitments made by the City, and subject to the City’s compliance with this Agreement, the Attorney General agrees to refrain from initiating, joining, or filing any new lawsuit regarding the City’s failure to comply with SB 1000 in the General Plan adopted on May 28, 2019. Nothing in this provision shall in any way limit or restrict the Attorney General from filing any action or briefing to enforce the terms of this Agreement.

GENERAL TERMS AND CONDITIONS

1. Agreement Term. This Agreement shall remain in effect until the City implements and complies with each milestone and commitment pursuant to the agreed-on deadlines set forth herein.

2. Default. The City agrees and acknowledges that time is of the essence as to each and every milestone, commitment, and deadline set forth in this Agreement. Failure to timely and fully satisfy any such milestone, commitment, or deadline by the date set forth herein harms the public and the communities who are the intended beneficiaries of SB 1000 and shall be deemed a material breach of and default under this Agreement. The Parties stipulate that the Superior Court in and for the County of Los Angeles shall have jurisdiction over the Parties and this Agreement to enforce the provisions of the Agreement until performance in full of all terms of the Agreement. The Court shall have full authority to enforce the Agreement as if the Parties had entered the Agreement as a stipulated judgment pursuant to Code of Civil Procedure, Section 664.6. Nothing in this Agreement prevents the Attorney General from seeking any and all remedies for non-compliance with the Agreement, including but not limited to an award of attorney's fees and costs.

3. No Waiver. Notwithstanding anything to the contrary in this Agreement, the Agreement does not in any way limit or waive the Attorney General's jurisdiction, capacity, authorization, obligation, right, or discretion to determine whether any City action or failure to act complies with SB 1000 or any other law.

4. Amendment. No addition to or modification of any term or provision of this Agreement will be effective unless set forth in writing and signed by an authorized representative of each of the Parties.

5. Signing Authority. By signing this Agreement, the persons executing the Agreement represent that they have the capacity and authority to execute the Agreement as the representative of their respective agency and to bind their respective agency to the terms of this Agreement.

6. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, discussions, agreements, commitments, and understandings with respect thereto.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Joint Drafting. This Agreement has been jointly drafted, and the general rule that it be construed against the drafting party is not applicable.

9. Severability. If a court should find any term, covenant, or condition of this Agreement to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

10. Representation by Counsel. Each of the Parties affirmatively represents that it has been represented throughout this matter by attorneys of its own choosing. Each Party has read this Agreement and has had the terms used herein and the consequences thereof explained by its attorneys of choice. This Agreement is freely and voluntarily executed and agreed to by each Party after having been apprised of all relevant information and data furnished by its attorneys of choice. Each Party in executing this Agreement does not rely upon any inducements, promises, or representations made by any other Party except as set forth herein.

11. Counterparts and Electronic Signatures. This Agreement may be executed with counterpart signatures, each of which shall be deemed an original. The Agreement will be binding upon the receipt of original, facsimile, or electronically communicated signatures.

COMPLIANCE TIMELINE¹

- Beginning no later than three (3) business days after the execution of this Agreement by both Parties, and continuing through December 2021 if needed: Community partners - Community Engagement Actions, Paragraph A.1, above.
- By November 30, 2021: Create environmental justice website - Community Engagement Actions, Paragraph A.2, above.
- Beginning in November 2021 and to be completed no later than January 31, 2022: Community survey of environmental justice-related priorities, concerns, burdens – Community Engagement Actions, Paragraph A.3, above.
- No later than December 1, 2021: Promote environmental justice workshop – Community Engagement Actions, Paragraph A.4, above.
- No later than January 31, 2022: Hold environmental justice workshop – Community Engagement Actions, Paragraph A.4, above.
- No later than February 1, 2022: Promote second environmental justice workshop – Community Engagement Actions, Paragraph A.5, above.
- No later than April 1, 2022: Hold second environmental justice workshop – Community Engagement Actions, Paragraph A.5, above.
- April 29, 2022: Release draft identification and description of disadvantaged communities – Identification and Description of Disadvantaged Communities, Paragraphs B.1 - 3, above.

¹ This Timeline is included for the Parties use in calendaring deadlines. The language of this paragraph is not intended to replace or in any way limit the detailed descriptions of the City's compliance obligations in the preceding paragraphs of this Agreement.

- No later than June 30, 2022: Release Draft Environmental Justice Element and beginning of public comment period – Environmental Justice Element, Paragraphs C.1 - 2, above. And promote third environmental justice workshop – Community Engagement Actions, Paragraph A.6, above.
- No later than July 31, 2022: Hold third environmental justice workshop – Community Engagement Actions, Paragraph A.6, above.
- No later than September 30, 2022: Release Final Environmental Justice Element and responses to comments - Environmental Justice Element, Paragraph C.2, above.
- October 2022: Public hearing and adoption of Environmental Justice Element - Environmental Justice Element, Paragraph C.3, above.

In witness whereof, this Agreement is executed by the by the following:

Dated: December 13, 2022

PEOPLE OF THE STATE OF
CALIFORNIA, BY AND THROUGH
ATTORNEY GENERAL ROB BONTA

By: 
Christie Vosburg
Supervising Deputy Attorney General

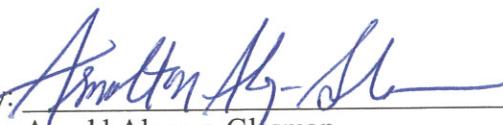
Dated: December 3, 2021

CITY OF HUNTINGTON PARK

By: 
Ricardo Reyes
Huntington Park City Manager

Dated: 12-10-2021

APPROVED AS TO FORM

By: 
Arnold Alvarez-Glasman
Huntington Park City Attorney