

Gloria Olmos, Mayor
Hector Delgado, Mayor Pro Tem
Manuel Acosta, Councilmember
Rudy Bojorquez, Councilmember
Larry Rodriguez, Councilmember



Rene Salas, City Manager
Susie A. Altamirano, Interim City Attorney
Adrian Garcia, City Clerk
Masami Higa, Director of Finance

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

March 4, 2025, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

Those wishing to participate during Public Comment may do so in person at the South El Monte City Hall Council Chambers, or may submit written public comments by emailing sem.cityclerk@soelmonte.org. Emailed public comments are due by 5:00 p.m., and should be limited to no more than 250 words. Written public comments will be provided to the City Council and will be part of the record but will not be read aloud.

To participate during public comment via teleconference, see below:

Link: <https://us02web.zoom.us/j/86581711880>

Webinar ID: 865 8171 1880

Or call in: 1 669 900 6833, when prompted, enter 86581711880#

LIVE STREAMING OF MEETINGS

The City of South El Monte live streams the City Council Meetings over the Internet at <https://www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes> after the meetings, recordings are immediately posted. NOTE: Your attendance at this public meeting may result in the streaming and recording of your image and/or voice.

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 579-6540 at least 72 hours prior to the meeting.

MEETINGS

The City Council holds regular meetings on the first and third Tuesday of every month. Regular meetings start at 6 p.m. in the Council Chambers at City Hall, 1415 Santa Anita Avenue, South El Monte, California. Special and Adjourned Regular meetings start time are to be determined.

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

Regular meeting agendas will be posted at least 72 hours before the meeting (GC 54954(a)(1)).

Agenda and Cancellation Notices can be viewed online and are also posted at the following three (3) locations: City Hall located at 1415 Santa Anita Avenue, Senior Center located at 1556 Central Avenue and the Community Center located at 1530 Central Avenue, South El Monte, California.

VIEWING OF AGENDA PACKETS

Full agenda packet can be viewed either at www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes or in the City Clerk's Office during normal business hours Monday through Thursday, 7:00 a.m. to 5:30 p.m. Closed on Fridays and major holidays.

ISSUES RELATED TO AGENDA

For issues related to the agenda, including a disability-related accommodation necessary to participate in this meeting, please contact:

Adrian Garcia, MMC, City Clerk
Ph (626) 443-4928
Cell (626) 926-3071

Sabrina A. Muhne, Deputy City Clerk
Ph (626) 652-3121
Cell (626) 374-1998

LEVINE ACT DISCLOSURE

Pursuant to the Levine Act (Govt Code Section 84308), any party to a permit, license, contract, or other entitlement before the City Council is required to disclose on the record any campaign contribution, including aggregated contributions, of more than \$500 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made. Council Members are also required to make such disclosures and recuse themselves.

CONFLICT OF INTEREST

City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure of financial interest when the item is called and recuse themselves.

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

Councilmembers: Acosta, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos

2. PLEDGE OF ALLEGIANCE

Councilmember Larry Rodriguez

3. INVOCATION

Alex Miramontes, Epiphany Catholic Church

4. PRESENTATIONS

4.a. Certificates of Recognition to the El Monte/South El Monte Jets Football Team for Winning the SGVJAAFC Citrus League Champions, Undefeated 8-0.

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

By motion of the City Council, this is the time to notify the public of any changes to the agenda, remove items from the consent calendar for individual consideration and/or rearrange the order of the agenda.

6. PUBLIC COMMENT

Speakers may provide public comments on any matter within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

7. CONSENT CALENDAR

Items on the consent calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously removed by a member of the City Council during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 18, 2025

Staff is requesting approval of Minutes for the February 18, 2025, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the February 18, 2025, Regular City Council Meeting.

Consent Calendar Items 7.b. and 7.c. next page.

CONSENT CALENDAR (CONTINUED)

7.b. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-021, APPROVING WARRANTS FOR THE PERIOD OF FEBRUARY 19, 2025, THROUGH MARCH 4, 2025**

Authorizing payment of City expenditures for the period of February 19, 2025, through March 4, 2025, totaling \$1,714,750.42.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-021, authorizing payment of City expenditures.

7.c. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-022, APPROVING ACCEPTANCE OF FUNDS FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) AND ALLOCATION OF FUNDS TO THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

The California Department of Housing and Community Development (HCD) requires entitlement jurisdictions to use their allocation of Permanent Local Housing Allocation (PLHA) Grant Program for eligible housing related projects and programs to assist in addressing the unmet housing needs of our community, in addition to assisting persons who are experiencing homelessness. The City was allocated \$103,037 for Year 5 by a formula grant by the Los Angeles County Development Authority (LACDA).

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-022, approving the 2023-24 allocation of Community Development Block Grant-Permanent Local Housing Allocation (CDBG-PLHA) Program Year 5 funds, as outlined; and
2. Authorize City Manager or designee to execute any and all documents necessary to further the potential projects approved herein, including but not limited to amendments and modifications for CDBG projects with the Los Angeles County Development Authority (LACDA).

ENVIRONMENTAL ANALYSIS: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Approving and allocating funds for eligible housing projects is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a "project" subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

Consent Calendar Items 7.d. and 7.e. next page.

CONSENT CALENDAR (CONTINUED)

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-023, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO HERA PROPERTY REGISTRY TO ADMINISTER THE FORECLOSURE REGISTRATION PROGRAM

Staff seeks City Council approval to award a Professional Services Agreement (PSA) to Hera Property Registry as the responsive, responsible bidder to administer and implement the Foreclosure Registration Program.

RECOMMENDED ACTION: Staff recommends City Council

1. Adopt Resolution No. 25-023, awarding a Professional Services Agreement to Hera Property Registry to administer and implement the Foreclosure Registration Program; and
2. Authorize the City Manager to execute the agreement, and allow Hera Property Registry to retain an agreed-upon amount of the registration fees collected.

ENVIRONMENTAL ANALYSIS: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Approving and allocating funds for eligible housing projects is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-024, AUTHORIZING THE FILING OF AN APPLICATION TO THE STATE OF CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (HCD) FOR THE CALHOME PROGRAM TO HELP OWNER OCCUPIED OWNERS WITH HOME REPAIRS AND THE FIRST-TIME HOMEBUYER PROGRAM

The City of South El Monte seeks City Council approval to apply for \$2,525,000 in CalHome Program funding from the California Department of Housing and Community Development (HCD). These funds will be used to administer the Owner-Occupied Rehabilitation Program and First-Time Homebuyer Program, which provide financial assistance to eligible low- and very low-income households through deferred payment loans and mortgage assistance. The City has already secured a consultant to administer the programs and will utilize these funds to support program implementation.

Consent Calendar Items 7.e. (Continued) through 7.h. next page.

CONSENT CALENDAR (CONTINUED)

Item 7.e.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-024, authorizing the City Manager or designee to apply for CalHome Grant funding in the amount of \$2,525,000 to assist homeowners with rehabilitation and first-time homebuyer down payment assistance. If awarded, the City Manager or designee will be authorized to execute all necessary agreements, subject to City Attorney approval.

7.f. **AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS – SOUTH EL MONTE CITY HALL RESTROOM REHABILITATION PROJECT (CDBG)**

This item will authorize the publishing of a Notice of Inviting Sealed Bids for the South El Monte City Hall Restroom Rehabilitation Project, Community Development Block Grant (CDBG).

RECOMMENDED ACTION: Staff recommends City Council authorize City Staff to publish the Notice of Inviting Sealed Bids for the South El Monte City Hall Restroom Rehabilitation Project (CDBG).

7.g. **CONSIDERATION AND ADOPTION OF SECOND READING OF ORDINANCE NO. 1280, AMENDING SOUTH EL MONTE'S MUNICIPAL CODE SECTIONS 2.48.020 AND 2.48.130 OF CHAPTER 2.48 TO INCREASE THE NUMBER OF COMMISSIONERS ON THE COMMUNITY SERVICES COMMISSION FROM FIVE TO SEVEN COMMISSIONERS AND AMENDING SECTIONS 2.50.020 AND 2.50.100 OF CHAPTER 2.50 REMOVING AGE RESTRICTIONS**

Staff is seeking City Council to adopt second reading of Ordinance No. 1280, amending South El Monte's Municipal Code sections 2.48.020 and 2.48.130 of chapter 2.48 to increase the number of commissioners on the Community Services Commission from five to seven commissioners and amending sections 2.50.020 and 2.50.100 of chapter 2.50 removing age restrictions.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1280, amending South El Monte's Municipal Code sections 2.48.020 and 2.48.130 of chapter 2.48 to increase the number of commissioners on the Community Services Commission from five to seven commissioners and amending sections 2.50.020 and 2.50.100 of chapter 2.50 removing age restrictions.

7.h. **CONSIDERATION AND APPROVAL OF PROFESSIONAL PUBLIC WORKS SERVICES WITH TIERRA WEST ADVISORS, INC.**

The City is in need of interim Public Works while recruitment for a permanent Public Works Director is being conducted. Tierra West Advisors, Inc. has provided a proposal to temporarily provide Public Works Director for the city.

Consent Calendar Items 7.h. (Continued) next page.

CONSENT CALENDAR (CONTINUED)

Item 7.h.

RECOMMENDED ACTION: Staff recommends approving the attached agreement for Public Works Director services provided by Tierra West Inc. in the not-to-exceed amount of \$95,000 and for an additional three (3) months of services if needed for an aggregate not-to-exceed amount of \$190,000.

8. PUBLIC HEARINGS

- 8.a. **CONTINUED FROM THE FEBRUARY 18, 2025, REGULAR CITY COUNCIL MEETING - APPEAL OF PLANNING COMMISSION RESOLUTION NO. 24-09, ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF CONDITIONAL USE PERMIT NO. CUP 21-13 TO ALLOW FOR THE DEVELOPMENT OF A NEW 156,877 SQUARE FOOT WAREHOUSE BUILDING TO BE LOCATED AT 2222 ROSEMEAD BOULEVARD**

RECOMMENDED ACTION: Pursuant to Government Code Section 54955.1 this hearing has been continued to March 18, 2025.

9. GENERAL BUSINESS

- 9.a. **CONTINUED FROM THE FEBRUARY 18, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF COUNCIL DELEGATES/ALTERNATES TO VARIOUS ORGANIZATIONS, AGENCIES AND SUB-COMMITTEES**

Staff seeks City Council approval of appointments to various Organizations, Agencies and Sub-Committees.

RECOMMENDED ACTION: Staff Recommends that the City Council discuss and make appointments.

- 9.b. **DISCUSSION AND DIRECTION REGARDING VACANCY ON THE PATRIOTIC COMMISSION**

City Council to discuss and provide staff direction on vacancy.

RECOMMENDED ACTION: Staff Recommends City Council discuss and provide staff direction.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

AB 1234, section 53232.3(d) requires Members of a legislative body to provide brief reports on meetings attended at the expense of the local agency (i.e., League of California Cities Conferences, ICSC conferences, etc.) at the next regular meeting of the legislative body.

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. Mayor Pro Tem Hector Delgado

1. For the State of the City event, direct staff to use all sponsorship dollar donations for scholarships and to use general funds to pay for the event, including rental hall, giveaways, and food.

13. CLOSED SESSION

13.a. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL INITIATION OF LITIGATION

Government Code Sections 54956.9(d)(2) & (e)(1)) A point has been reached where, in the opinion of the City Council, on the advice of its legal counsel, there is significant exposure to litigation against the City, based on existing facts and circumstances which the City believes are not yet known to potential plaintiff or plaintiffs Number of Potential Cases: 1

13.b. PUBLIC EMPLOYEE APPOINTMENT - Title: City Attorney pursuant to Government Code Section 54957(b)(1).

14. ADJOURNMENT

NEXT REGULAR CITY COUNCIL MEETING:

Tuesday, March 18, 2025, at 6:00 p.m.

CERTIFICATION

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, or my designee, hereby certify under penalty of perjury that a true, accurate copy of the foregoing agenda was posted on this February 27, 2025, seventy-two (72) hours prior to the meeting per Government Code 54954.2 at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org.



Adrian Garcia, MMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Certificates of Recognition to the El Monte/South El Monte Jets Football Team for Winning the SGVJAAFC Citrus League Champions, Undefeated 8-0.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 7.a.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 18, 2025

SUMMARY: Staff is requesting approval of Minutes for the February 18, 2025, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the February 18, 2025, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Minutes 2-18-25

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, February 18, 2025 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 6:00 P.M.

1. ROLL CALL

PRESENT: Councilmember(s): Acosta, Bojorquez, Rodriguez, and Mayor Olmos

ABSENT: Councilmember(s): Mayor Pro Tem Delgado (arrived at 6:40 p.m.)

STAFF PRESENT: Rene Salas, City Manager; Susie A. Altamirano, Interim City Attorney; Adrian Garcia, City Clerk; Masami Higa, Director of Finance (via Zoom); Guillermo Arreola, Director of Community Development; Ariana De La Cruz, Director of Community Services; Iyob Tessema, Director of Human Resources and Risk Management; Andres Gonzalez, Interim Director of Public Works; and Sabrina Muhne, Deputy City Clerk.

Zoom was provided for the Public to participate during public comment via teleconference.

2. PLEDGE OF ALLEGIANCE – Mayor Olmos led the Pledge of Allegiance.

3. INVOCATION – William Gil, Knights of Columbus, offered the invocation.

4. PRESENTATIONS

Agenda Items 11.a. and 11.b. were requested to be presented after Agenda Item 4.e. There being no objection, Agenda Items 11.a. and 11.b. were moved to be heard before Agenda Item 4.e.

4.a. Mayor and City Council presented a Certificate of Recognition to Damian Fernandez on his selection to participate in the USA National Taekwondo Team in the 2025 Pan Am Games in Queretaro, Mexico in April 2025 and the 2025 International World Taekwondo Cadet Tournament in Dubai in May of 2025.

4.b. Mayor and City Council presented Certificates and Scholarships to the 2024 Harvard Day essay competition winners from Shively Middle School, Monte Vista Elementary School, Epiphany Elementary School, South El Monte High School, and Rio Hondo College sponsored by Athens Services and Transtech Engineering.

PRESENTATIONS (CONTINUED)

- 4.c.** Mayor and City Council presented Certificates of Recognition to the EM/SEM Jets Cheer Organization for the Mascot, Gremlin, Pee Wee and JR. Midget teams for their wins at SGVJAA, City Competition and Jamz Nationals and Holiday Showcase.

At 6:40 p.m., Mayor Pro Tem Delgado arrived at the chambers.

Agenda Items 11.a. and 11.b were heard at this time.

11. CORRESPONDENCE

11.a. CORRESPONDENCE FROM THE JETS ORGANIZATION REQUESTING FUNDS FOR THEIR VOLUNTEER BANQUET

Motion by Councilmember Rodriguez, seconded by Councilmember Acosta to approve. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos

NAYS: Councilmember(s): None

ABSTAIN: Councilmember(s): None

11.b. CORRESPONDENCE FROM LOCAL SOUTH EL MONTE RESIDENT FABIOLA QUEZADA REQUESTING SPONSORSHIP FOR HER SON DAMIAN FERNANDEZ, WHO HAS BEEN SELECTED TO PARTICIPATE IN THE USA 2025 PAN AM GAMES IN MEXICO, AND THE 2025 INTERNATIONAL WORLD TAEKWONDO CADET TOURNAMENT IN DUBAI MAY 2025

Motion by Councilmember Acosta, seconded by Councilmember Rodriguez to approve donating \$500. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos

NAYS: Councilmember(s): None

ABSTAIN: Councilmember(s): None

PRESENTATIONS (CONTINUED)

- 4.d.** Mayor and City Council received the Sheriff's Department Report for the Month of January 2025.

- 4.e.** Mayor and City Council received the Code Enforcement and Public Safety Department Report for the Month of January 2025.

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

Susie A. Altamirano, Interim City Attorney, announced Agenda Item 7.h. and read the title of Ordinance 1280.

Mayor Pro Tem Delgado requested to pull Agenda Item 7.e. from the Consent Calendar for discussion and separate action.

Anthony Chiappetta, Founder and Chief Executive Officer, Advanced Microcomputing Concepts (AMC Solutions), was provided an opportunity to speak on Agenda Item 7.e.

Motion by Councilmember Rodriguez, seconded by Mayor Pro Tem Delgado, to approve the agenda as amended. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos
NAYS: Councilmember(s): None
ABSTAIN: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Chris Knight, Chief Executive Officer, El Monte/South El Monte Chamber of Commerce, spoke on Agenda Item 12.a., addressed questions raised at the prior meeting, and provided business records to the Council.
2. Lexie Barragan yielded time to Chris Knight.
3. Sandra Mendez, Rustic & Chic Co. business owner and Chamber of Commerce President, yielded time to Chris Knight.
4. Jennifer Mendez yielded time to Chris Knight.
5. Carlos Puente, CARDON Media LLC business owner and Chamber of Commerce Board of Directors Member, spoke on Agenda Item 12.a. in support of the El Monte/South El Monte Chamber of Commerce.
6. Laura Santos, Royal Coaches Towing and Recovery business owner and Chamber of Commerce Board of Directors Member, spoke on Agenda Item 12.a. in support of the El Monte/South El Monte Chamber of Commerce.
7. Gary Yeung, SunriseWear business owner and Chamber of Commerce Board of Directors Member, spoke on Agenda Item 12.a. in support of the El Monte/South El Monte Chamber of Commerce.

PUBLIC COMMENT (CONTINUED)

8. Sil Ruiz, Library Manager, and Hazel Rodriguez, Intern, South El Monte Library, shared information on the Baby and Toddler Book Club, other upcoming events are on their calendar, that February is National Library Lovers' Month, and read comments left by visitors supporting the library.
9. John Ventura, resident, expressed pride for the Harvard Day essay winners and for the Jets organization, expressed concern on the City Attorney dismissal that occurred at a prior council meeting, spoke on the commission applicant selections, support for the Chamber of Commerce, and efforts to get In-N-Out in the city.
10. Robert Yrigoyen, Sr., resident, spoke on locating the warrants on the city's website, and support on Agenda Item 12.c.2. with citizen participation.
11. Richard Contreras, Elite Office Solutions business owner and Chamber of Commerce Board of Directors Member, thanked the Mayor and City Council for the presentations to all the children earlier in the meeting, and spoke on Agenda Item 12.a. in support of the El Monte/South El Monte Chamber of Commerce.
12. Jennifer Collaso, Chamber of Commerce Board Secretary/Treasurer, spoke on Agenda Item 12.a. in support of the El Monte/South El Monte Chamber of Commerce.

There being no further public comment, Mayor Olmos closed public comment.

Agenda Item 7.e. was heard at this time.

7.e. APPROVAL TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR COMPREHENSIVE MANAGED INFORMATION TECHNOLOGY (IT) SERVICES

Mayor Olmos introduced the item, and Mayor Pro Tem Delgado directed questions to Rene Salas, City Manager.

Staff was directed to meet with Anthony Chiappetta, AMC Solutions, to discuss the city's current needs and if an amendment to the service agreement needs to be made before deciding to issue an RFP.

Motion by Councilmember Rodriguez, seconded by Councilmember Bojorquez, to continue the item. Motion passed 5-0, by the following vote:

AYES:	Councilmember(s):	Acosta, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos
NAYS:	Councilmember(s):	None
ABSTAIN:	Councilmember(s):	None

7. CONSENT CALENDAR

Motion by Councilmember Bojorquez, seconded by Mayor Pro Tem Delgado, to approve the balance of the Consent Calendar, continuing Agenda Item 7.e. to the next meeting. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos
NAYS: Councilmember(s): None
ABSTAIN: Councilmember(s): None

- 7.a. Approved the Minutes for the January 28, 2025, Regular City Council Meeting.
- 7.b. Adopted Resolution No. 25-012B, authorizing payment of City expenditures for the period of January 29, 2025, through February 18, 2025, totaling \$956,794.76.
- 7.c. Adopted Resolution No. 25-013, approving the change order to the existing agreement for environmental contract services between the City and Kimley-Horn and Associates, Inc., and authorized the City Manager or designer to execute the agreement.
- 7.d. Adopted Resolution No. 25-014, awarding a Professional Services Agreement to MNS Engineers, Inc. to administer and implement the CalHome programs, authorized the City Manager to execute the agreement, and approved the use of CalHome Reuse Funds to immediately fund program implementation while awaiting the new grant award.
- 7.e. This item was heard before the Consent Calendar and continued.
- 7.f. Adopted Resolution No. 25-015 to allocate \$31,000 from the City's Proposition A Local Return funds to cover the purchase and installation of two EV charging stations, allocated \$31,000 from Proposition A funds for the installation of two EV charging stations, and authorized the City Manager or designee to negotiate and execute the agreement.
- 7.g. Adopted Resolution No. 25-016 authorizing the submittal of the City Service Request to the County of Los Angeles for the West Puente Valley Temple Avenue Street Rehabilitation Project, inclusive of the project cost share not-to-exceed \$40,147, programmed \$40,147 from the Proposition C Funds to cover the City's project cost share, and authorized the City Manager or their designee to submit and execute the City Service Request and take any and all related actions to effectuate the Project within the City limits.
- 7.h. Waived first reading and introduced Ordinance No. 1280, amending South El Monte's Municipal Code sections 2.48.020 and 2.48.130 of chapter 2.48 to increase the number of commissioners on the Community Services Commission from five to seven commissioners and amending sections 2.50.020 and 2.50.100 of chapter 2.50 removing age restrictions.

CONSENT CALENDAR (CONTINUED)

- 7.i. Adopted Resolution No. 25-017, Resolution No. 25-018, Resolution No. 25-019, and Resolution No. 25-020 adding the positions of Administrative Coordinator, Transportation & Senior Services Coordinator, and Public Safety Supervisor, and revising the job title of Executive Assistant to City Clerk Executive Assistant.

Agenda Item 12.a. was heard at this time.

12. COUNCILMEMBERS' AGENDA

12.a. Councilmember Rudy Bojorquez

1. Discussion/action to Terminate Contract with EM/SEM Chamber of Commerce.

Councilmember Bojorquez summarized his item, and council directed questions on the current agreement to Rene Salas, City Manager.

Chris Knight, Chief Executive Officer, El Monte/South El Monte Chamber of Commerce, provided responses to concerns expressed by Councilmember Bojorquez, Mayor Pro Tem Delgado, and Councilmember Rodriguez.

2. Discussion/action to Direct staff to come back with options for Business Association services.

Motion by Councilmember Bojorquez, seconded by Mayor Pro Tem Delgado, to terminate the contract with the chamber and directed staff to come back with options for Business Association Services. Motion passed 3-2, by the following vote:

AYES: Councilmember(s): Bojorquez, Rodriguez, and Mayor Pro Tem Delgado

NAYS: Councilmember(s): Acosta, and Mayor Olmos

ABSTAIN: Councilmember(s): None

Staff was directed to prepare a report on next steps regarding this matter, to provide information on a competing agency, and to notify the chamber they can apply and seek another contract with the City.

Chris Knight, Chief Executive Officer, El Monte/South El Monte Chamber of Commerce, approached the council to state that the chamber has completed the 2024 State of the City and requested the remaining balance of the contract.

Motion by Mayor Olmos, seconded by Councilmember Acosta, to pay the chamber the balance of \$10,000 for completing the 2024 State of the City task.

COUNCILMEMBERS' AGENDA (CONTINUED)

Item 12.a.2.

Substitute Motion by Councilmember Rodriguez, seconded by Councilmember Bojorquez, to continue the payment discussion to the next meeting. Substitute Motion passed by consensus.

8. PUBLIC HEARINGS

8.a. CONTINUED FROM THE JANUARY 28, 2025, REGULAR CITY COUNCIL MEETING - APPEAL OF PLANNING COMMISSION RESOLUTION NO. 24-09, ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF CONDITIONAL USE PERMIT NO. CUP 21-13 TO ALLOW FOR THE DEVELOPMENT OF A NEW 156,877 SQUARE FOOT WAREHOUSE BUILDING TO BE LOCATED AT 2222 ROSEMEAD BOULEVARD

Susie A. Altamirano, City Attorney, announced Public Hearing Item 8.a. was continued to the March 4, 2025, Regular City Council Meeting.

No action was taken on this item.

9. GENERAL BUSINESS

9.a. APPOINTMENT OF COUNCIL ALTERNATE AND REPRESENTATIVE TO VACANCIES ON ORGANIZATIONS, AGENCIES AND SUB-COMMITTEES

Mayor Olmos introduced and summarized the item.

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Bojorquez, to continue the item to the next meeting. Motion passed 5-0, by the following vote:

AYES: Councilmember(s): Acosta, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos

NAYS: Councilmember(s): None

ABSTAIN: Councilmember(s): None

Staff was directed to get a full listing of all the committees that the Mayor and City Council currently serve on.

9.b. CONSIDERATION AND APPROVAL OF THE 2025 BAND PERFORMANCES FOR THE NIGHT MARKETS, FIREWORK FESTIVAL AND FOURTH OF JULY CELEBRATION

Mayor Olmos introduced the item, and Rene Salas, City Manager, presented Ariana De La Cruz, Director of Community Services, who provided a report.

By consensus, Mayor and City Council approved the following band list and alternate bands:

GENERAL BUSINESS (CONTINUED)

Item 9.b.

Night Markets (four): Chico Band, Melodia Versatil, Bumptown, and DW3

Summer Concerts (six): Cold Duck, The Band Smooth Touch, Impulse Band, Suave, Leather and Lace, and Soto

Firework Festival: The Flashbacks

Fourth of July Celebration: Jolly Corks and Pulp Vixen, with Leather and Lace as a backup option.

Alternate Options: Mainstreet Groovers, Steel Rod, DJ Stilo Rolas, and DJ Miliano

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: the swearing-in ceremony for U.S. Representative Gilbert (Gil) R. Cisneros, Jr., Congressman for California's 31st Congressional District.

Councilmember Bojorquez announced he attended the following: the Senior's Valentine's Day Luncheon.

Mayor Pro Tem Delgado announced he attended the following: the South El Monte High School Eagles' Varsity Girls Soccer team and Varsity Boys Basketball team games, and invited the council to attend the semi-finals.

Councilmember Rodriguez announced he attended the following: the swearing-in ceremony for U.S. Representative Gilbert (Gil) R. Cisneros, Jr., Congressman for California's 31st Congressional District.

Mayor Olmos announced she attended the following: the Senior's Lunar New Year festivities, the Community Services Commission Meeting (cancelled due to lack of quorum), the Greater El Monte Community Hospital Board Meeting, a meeting with the new City Attorney Susie Altamirano, the Senior's Valentine's Day Luncheon, and the swearing-in ceremony for U.S. Representative Gilbert (Gil) R. Cisneros, Jr., Congressman for California's 31st Congressional District.

11. CORRESPONDENCE

11.a. CORRESPONDENCE FROM THE JETS ORGANIZATION REQUESTING FUNDS FOR THEIR VOLUNTEER BANQUET

This item was heard before Agenda Item 5.

CORRESPONDENCE (CONTINUED)

11.b. CORRESPONDENCE FROM LOCAL SOUTH EL MONTE RESIDENT FABIOLA QUEZADA REQUESTING SPONSORSHIP FOR HER SON DAMIAN FERNANDEZ, WHO HAS BEEN SELECTED TO PARTICIPATE IN THE USA 2025 PAN AM GAMES IN MEXICO, AND THE 2025 INTERNATIONAL WORLD TAEKWONDO CADET TOURNAMENT IN DUBAI MAY 2025

This item was heard before Agenda Item 5.

12. COUNCILMEMBERS' AGENDA

12.a. Councilmember Rudy Bojorquez

This item was heard before Public Hearings.

12.b. Mayor Gloria Olmos

1. Consider re-instating a city skateboard competition to be launched in May 2025.

At 8:39 p.m., Mayor Pro Tem Delgado left the chambers.

At 8:42 p.m., Mayor Pro Tem Delgado returned to the chambers.

2. Consideration of a Table Sponsorship to the Temple Station Sherriff's Outreach Foundation 1st Annual Awards Gala \$1,200.

Mayor Olmos summarized her items.

Motion by Mayor Olmos, seconded by Mayor Pro Tem Delgado, to approve both items. Motion passed 5-0, by the following vote:

AYES:	Councilmember(s):	Acosta, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos
NAYS:	Councilmember(s):	None
ABSTAIN:	Councilmember(s):	None

12.c. Councilmember Manuel Acosta

1. Consideration of recognizing and supporting South El Monte Youth Resident Damian Fernandez, local Dean L. Shively student who won a spot in the USA National Taekwondo Team and will be participating in the 2025 Pan Am Games in Mexico, and the 2025 International World Taekwondo Cadet Tournament in Dubai.

This item was skipped due to being heard under Correspondence Item 11.b.

COUNCILMEMBERS' AGENDA (CONTINUED)

Item 12.c.

2. CERT (Community Emergency Response Team)/ SEM Disaster Council Team Clarification and call for participation.

Councilmember Acosta summarized his item.

3. Discussion/Direction Regarding Beat the Beat the Streets-Los Angeles funds Request

Councilmember Acosta summarized his item.

Mayor and City Council received and filed Councilmembers' Agenda Items 12.c.2. and 12.c.3.

At 8:52 p.m., Mayor Olmos recessed the City Council Meeting for a break.

At 8:57 p.m., Mayor Olmos reconvened the City Council Meeting with all councilmembers present.

13. CLOSED SESSION - None

14. RECESS COUNCIL MEETING

Mayor Olmos recessed the meeting at 8:57 p.m. for Successor Agency Agenda Items 15 through 21.

Mayor Olmos adjourned the Successor Agency meeting at 9:06 p.m.

Mayor Olmos reconvened the City Council Meeting at 9:06 p.m.

22. ADJOURNMENT

There being no further business coming before this body, at 9:06 p.m. Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, March 4, 2025, at 6:00 p.m.

Minutes prepared by Sabrina A. Muhne, Deputy City Clerk.

Adrian Garcia, MMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-021, APPROVING WARRANTS FOR THE PERIOD OF FEBRUARY 19, 2025, THROUGH MARCH 4, 2025

SUMMARY: Authorizing payment of City expenditures for the period of February 19, 2025, through March 4, 2025, totaling \$1,714,750.42.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-021, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 25-021 - 3.4.25
- B. Expense Approval Report 3.5.25

ATTACHMENT A

RESOLUTION NO. 25-021

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF FEBRUARY 19, 2024, THROUGH MARCH 4, 2025,
TOTALING \$1,714,750.42.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE,
DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the
Finance Director hereby certifies to the accuracy of the following demands and the availability of
funds for payment thereof.

Finance Director

SECTION 2: That the following claims and demands have been audited as required by
law and that the same are hereby allowed in the amount hereafter set forth.

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 24/25	Electronic Warrants	2/19/25-3/4/25	DFT0002609-2627	\$69,377.90
FY 24/25	Regular Warrants	2/19/25-3/4/25	15921-16003	\$1,472,034.88
Payroll	Check	PPE 2/20/25	2015-2026	\$9,029.13
Payroll	Direct Deposit	PPE 2/20/25	9229-9338	\$164,308.51

TOTAL EXPENDITURES RESOLUTION NO. 25-021, \$1,714,750.42

PASSED, APPROVED, AND ADOPTED this 4th day of March 2025.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

Attachment: Exhibit A – Expense Report

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 25-021, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 4th day of March 2025, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adrian Garcia, MMC, City Clerk



South El Monte, CA

ATTACHMENT B

Warrant Register Council Meeting 03/04/25

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1541.5215	ANTHONY ROEL	15921	02/13/2025	2/15/25 BBALL OFFICIAL SVCS	140.00
01.0151.1541.5215	DUANE TAKAYAMA	15922	02/13/2025	2/15/25 BBALL OFFICIAL SVCS	140.00
01.0100.1010.5910	GLORIA OLMOS	15923	02/13/2025	FEB'25 ICA WINTER SEMINAR/ PER DIEM	336.00
01.0151.1541.5215	JOSEPH R GIRON	15924	02/13/2025	2/15/25 BBALL OFFICIAL SVCS	140.00
01.0100.1010.5910	LARRY RODRIGUEZ	15925	02/13/2025	FEB'25 ICA WINTER SEMINAR/ PER DIEM	336.00
01.0100.1010.5910	MANUEL ACOSTA	15926	02/13/2025	FEB'25 ICA WINTER SEMINAR/ PER DIEM	336.00
01.0100.1010.5910	RUDY BOJORQUEZ	15927	02/13/2025	FEB'25 ICA WINTER SEMINAR/ PER DIEM	336.00
01.0000.0000.2445	AILANI RODRIGUEZ	15928	02/18/2025	HARVARD DAY 2024 SCHOLARSHIP AWARD	1,000.00
01.0000.0000.2445	ALANDI LOPEZ MENDOZA	15929	02/18/2025	HARVARD DAY 2024 SCHOLARSHIP AWARD	1,000.00
01.0000.0000.2445	ALINA RAMIREZ	15930	02/18/2025	HARVARD DAY 2024 SCHOLARSHIP AWARD	1,000.00
01.0000.0000.2445	ANGEL REGINO	15931	02/18/2025	HARVARD DAY 2024 SCHOLARSHIP AWARD	1,000.00
01.0000.0000.2445	ANGELA YAN	15932	02/18/2025	HARVARD DAY 2024 SCHOLARSHIP AWARD	1,000.00
01.0000.0000.2445	DIEGO GALDAMEZ	15933	02/18/2025	HARVARD DAY 2024 SCHOLARSHIP AWARD	1,000.00
01.0000.0000.2445	FRANCISCO MORENO	15934	02/18/2025	HARVARD DAY 2024 SCHOLARSHIP AWARD	1,000.00
01.0000.0000.2445	JAZLYNN MACIAS	15935	02/18/2025	HARVARD DAY 2024 SCHOLARSHIP AWARD	1,000.00
01.0000.0000.2445	MIA CAMACHO	15936	02/18/2025	HARVARD DAY 2024 SCHOLARSHIP AWARD	1,000.00
01.0100.1020.5910	RENE SALAS	15937	02/18/2025	FEB'25 ICA WINTER SEMINAR/ PER DIEM	336.00
01.0000.0000.2445	ROSA PEREA	15938	02/18/2025	HARVARD DAY 2024 SCHOLARSHIP AWARD	1,000.00
01.0100.1040.5922	TEMPLE STATION SHERIFF'S OUTREACH FOUNDATION	15939	02/19/2025	2/19/25 ANNUAL SPONSOR & SHERIFF EVENT	1,200.00
01.0151.1541.5215	AARON CALDERON	15940	02/20/2025	2/22/25 BBALL OFFICIAL SVCS	140.00
01.0151.1541.5215	JATHSON RUIZ	15941	02/20/2025	2/22/25 BBALL OFFICIAL SVCS	140.00
01.0151.1541.5215	JOSEPH B. CAIN	15942	02/20/2025	2/22/25 BBALL OFFICIAL SVCS	140.00
01.0170.1720.6025	RENAISSANCE CONSTRUCTION	15943	02/20/2025	REPLACEMENT CONCRETE WALL/ INITIAL DEPOSIT	8,800.00
01.0170.1720.6025	RENAISSANCE CONSTRUCTION	15943	02/20/2025	REPLACEMENT CONCRETE WALL 40% DEPOSIT	35,200.00
01.0151.1541.5215	REYNALDO DE LA TORRE	15944	02/20/2025	2/22/25 BBALL OFFICIAL SVCS	140.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	15945	02/26/2025	JAN'25 LITIGATION SERVICES	1,230.00
01.0151.1541.5430	ALLIANT INSURANCE SERVICES	15946	02/26/2025	3/1/25 BASKETBALL INSURANCE	329.00
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	TRANSPORTATION SUPPLIES	214.36
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	VERSA INK/ YARD	261.35
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	BATHROOM FANS/ SCTR	270.45
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	PASSPORT SUPPLIES	139.93
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	OFFICE SUPPLIES	129.17
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	THERMOSTATE/ SENIOR SVCS	189.95
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	CHALL ACCESS CARDS	277.78
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	RED HAT DECORATIONS/ SOCIAL EVENT	174.21
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	OFFICE SUPPLIES	214.64
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	OFFICE SUPPLIES/ YARD	62.52
01.0170.1170.5956	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	RAINBOOTS	39.68
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	SCTR SUPPLIES	142.77

01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	TV ANTENNA'S/ DINING ROOM	84.98
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	DESKTOP/ YARD	627.32
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	15947	02/26/2025	INK TONER	986.88
01.0170.1770.5525	ANDY TRUONG	15948	02/26/2025	#39 ROTATE TIRES	132.73
01.0170.1770.5525	AUTOZONE	15949	02/26/2025	#22 FRONT RIGHT MIRROR	50.70
01.0170.1770.5525	AUTOZONE	15949	02/26/2025	#31,32 & 18 ENGINE OIL SVCS	26.43
01.0170.1770.5525	AUTOZONE	15949	02/26/2025	#31, 32 & 18 ENGINE OIL	72.75
01.0170.1020.5515	BASE HILL, INC.	15950	02/26/2025	JAN'25 JANITORIAL SVCS	8,085.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	15951	02/26/2025	NOV'24 REPLACEMENT CONTROLLER RUSH & POTERO	4,886.46
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	15951	02/26/2025	OCT'24 TRAFFIC SIG RESPONSE	11,935.46
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	15951	02/26/2025	JAN'25 TRAFFIC SIG MNTC	2,225.00
44.0800.8010.5908	CALIFORNIA ASSOCIATION FOR COORDINATED TRANSPORTATION	15952	02/26/2025	2025 CAL ACT MEMBERSHIP	840.00
68.0900.9000.6025	CONDOR, INC	15953	02/26/2025	JAN'24 CNRA/CON POOLS RETENTION #252	(1,010.82)
68.0900.9000.6025	CONDOR, INC	15953	02/26/2025	JAN'24 CNRA/CON POOLS #252	20,216.50
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	15954	02/26/2025	10/1-12/31/24-TSK B,C,D,E,PJT SUPPORT#407	55,053.25
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	15954	02/26/2025	10/1-12/31/24-TSK B,C,D,E,PJT SUPPORT#407	17,618.09
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	15954	02/26/2025	10/1-12/31/24-TSK RPT'G & MONITORING#407	5,400.01
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	15954	02/26/2025	10/1-12/31/24-TSK RPT'G & MONITORING#407	2,755.75
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	15954	02/26/2025	10/1-12/31/24-TSK A PJT MGMT#407	2,310.00
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	15954	02/26/2025	10/1-12/31/24-TSK B,C,D,E,PJT SUPPORT#407	46,504.09
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	15954	02/26/2025	10/1-12/31/24-TSK A PJT MGMT#407	43,040.65
01.0160.1620.5520	DDC ELECTRIC SUPPLY, INC.	15955	02/26/2025	SCTR HALLWAY PROJECT	69.42
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	15956	02/26/2025	MILK/ CI NUTR PRGM	267.28
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	15956	02/26/2025	MILK/ CII NUTR PRGM	29.69
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	15956	02/26/2025	MILK/ CI NUTR PRGM	351.13
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	15956	02/26/2025	MILK/ CII NUTR PRGM	39.01
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	15957	02/26/2025	8/30/24 PEST CONTROL CHALL	222.56
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	15957	02/26/2025	1/30/25 PEST CONTROL/ YARD	160.43
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	15957	02/26/2025	1/30/25 PEST CONROL CCTR	79.20
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	15957	02/26/2025	1/30/25 PEST CONTRAL CHALL	222.56
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	15957	02/26/2025	1/30/25 PEST CONTROL/ SCTR	334.46
01.0000.0000.4554	ENRIQUE GONZALEZ	15958	02/26/2025	2/3/25 MVD CR & GAZ DMG DEP RFND	50.00
01.0160.1650.5520	EWING IRRIGATION	15959	02/26/2025	NTP IMPROVEMENTS	1,563.24
01.0170.1710.5520	EWING IRRIGATION	15959	02/26/2025	TURF PAINT CHALL	121.13
01.0160.1650.5520	EWING IRRIGATION	15959	02/26/2025	OVERSEED FOR NTP IMPROVEMENT	596.14
01.0160.1650.5520	EWING IRRIGATION	15959	02/26/2025	BB FIELDS CATCHY CAN	55.14
01.0160.1650.6025	EWING IRRIGATION	15959	02/26/2025	NTP IMPROVEMENTS	903.86
01.0170.1740.5962	EWING IRRIGATION	15959	02/26/2025	PRUNER & SCABBARD SMALL TOOLS	84.86
01.0160.1650.5520	EWING IRRIGATION	15959	02/26/2025	TURF & FIELD IMPROVEMENTS NTP	2,400.48
01.0160.1650.6025	EWING IRRIGATION	15959	02/26/2025	NEW TURFACE/ NTP	1,826.71
01.0170.1750.5962	EWING IRRIGATION	15959	02/26/2025	PIPE WRENCH	78.96
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	15960	02/26/2025	LAWN MOWER REPAIR	287.42
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	15960	02/26/2025	HEDGE TRIMMER REPAIR	168.70
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	15960	02/26/2025	BACKPACK BLOWER REPAIR	140.60
01.0130.1330.5931	GOGOV, INC	15961	02/26/2025	4/1/25-3/31/26/ CRM SUBSCRIPTION	6,444.00
44.0800.8020.5215	GOLDEN LION TRANSPORTATION INC	15962	02/26/2025	2/7/25 SR SVCS EXCURSION	1,100.00

01.0100.1020.5215	GOVERNMENT STAFFING SERVICES, INC.	15963	02/26/2025	1/27-2/6/25 MUNI TEMP SVCS/ ADMIN ASSISTANT	3,440.00
01.0100.1020.5215	GOVERNMENT STAFFING SERVICES, INC.	15963	02/26/2025	ADMIN ASSISTANT CONVERSION FEE	3,000.00
01.0100.1020.5215	GOVERNMENT STAFFING SERVICES, INC.	15963	02/26/2025	2/10-2/20/25 MUNI TEMP SVCS/ ADMIN ASSISTANT	3,010.00
01.0130.1310.5215	GOVINVEST INC.	15964	02/26/2025	FY 24 GASB 75 VALUATION FEE	4,250.00
01.0170.1710.5520	GRAINGER	15965	02/26/2025	RESTROOM FANS	258.40
01.0160.1620.5520	GRAINGER	15965	02/26/2025	HANDHELD VAC SCTR	131.50
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	15966	02/26/2025	HALLWAY PROJECT SCTR	63.32
37.0670.6720.5977	GRANT'S TRUE VALUE HARDWARE	15966	02/26/2025	STREET LIGHT INSPECTION	87.99
37.0670.6720.5977	GRANT'S TRUE VALUE HARDWARE	15966	02/26/2025	STREET BEAUTIFCATION TOOLS	142.99
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	15966	02/26/2025	ELEC SUPPLIES CCTR	37.36
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	15966	02/26/2025	HOSE PARTS MVD	60.95
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	15966	02/26/2025	SCTR CHANDALIER PROJECT	69.45
01.0160.1640.5425	HASA INC.	15967	02/26/2025	1/29/25 CHEMICAL DELIVERY	1,053.16
01.0160.1640.5425	HASA INC.	15967	02/26/2025	BECS SENOR REPAIRS	1,370.73
01.0160.1640.5425	HASA INC.	15967	02/26/2025	BACKWASH REPAIR/ POOL	2,263.00
06.0300.3010.5215	HUNTINGTON CULINARY	15968	02/26/2025	1/27-1/31/25 MEALS/ CI NUTR PRGM	5,692.50
06.0300.3020.5215	HUNTINGTON CULINARY	15968	02/26/2025	1/27-1/31/25 MEALS/ CII NUTR PRGM	574.75
06.0300.3010.5215	HUNTINGTON CULINARY	15968	02/26/2025	2/3-2/7/25 MEALS/ CI NUTR PRGM	5,577.50
06.0300.3020.5215	HUNTINGTON CULINARY	15968	02/26/2025	2/3-2/7/25 MEALS/ CII NUTR PRGM	598.95
01.0170.1770.5525	INDUSTRIAL CLEANING SYSTEMS, INC.	15969	02/26/2025	P.W. #2 SERVICE	445.89
37.0670.6720.5977	JCL TRAFFIC SERVICES	15970	02/26/2025	SEM TEMO NO PARKING SIGNS	689.06
37.0670.6720.5977	JCL TRAFFIC SERVICES	15970	02/26/2025	RIVETS FOR STREET SIGNS	654.89
01.0170.1760.5540	JCL TRAFFIC SERVICES	15970	02/26/2025	SEM BARRICADES	1,047.38
37.0670.6720.5977	JCL TRAFFIC SERVICES	15970	02/26/2025	STREET NAME SIGNS BEAUTIFICATION	1,646.14
37.0670.6720.5977	JCL TRAFFIC SERVICES	15970	02/26/2025	PRO CHALK & MARKING PAINT	96.35
01.0000.0000.4554	KAREN CASTANEDA	15971	02/26/2025	2/15/25 MVD CR DMG DEP RFND	50.00
01.0000.0000.2510	KEYSER MARSTON ASSOCIATES, INC	15972	02/26/2025	NOV.'24 - PROF SVCS/ 2540 ROSEMEAD BLVD	2,135.00
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	15973	02/26/2025	JAN'25 LAW ENFORCEMENT SVCS	475,596.99
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	15973	02/26/2025	JAN'25 LIABILITY INSURANCE	59,449.62
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	15973	02/26/2025	DEC'24 CRIME SUPPRESSION SERVICES	13,820.83
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	15973	02/26/2025	DEC'24 TRAFFIC ENFORCEMENT SVCS	3,249.86
01.0160.1660.5520	LBC LIGHTING	15974	02/26/2025	LIGHTS FOR SHIVELY	162.07
01.0160.1650.5520	LBC LIGHTING	15974	02/26/2025	LIGHTS FOR NTP IMPROVEMENT	2,433.42
01.0160.1670.5520	LBC LIGHTING	15974	02/26/2025	LIGHTBULBS FOR MVD	35.57
01.0160.1670.5520	LBC LIGHTING	15974	02/26/2025	LIGHBULBS & WALL LIGHTS/ MVD	132.29
01.0160.1650.5520	LEO'S UPHOLSTERY SUPPLIES	15975	02/26/2025	NTP IMPROVEMENTS BACKSTOP	90.00
01.0160.1640.5520	LESLIE'S POOL SUPPLIES INC.	15976	02/26/2025	POOL SUPPLIES	253.42
01.0170.1770.5525	LINE X PROTECTIVE COATINGS	15977	02/26/2025	#48 BED LINER	596.00
68.0900.9000.6025	LOC, INC	15978	02/26/2025	FEB'24 PROF SVCS NTP COM RM#252	14,950.00
01.0000.0000.4554	LUCILLE DOWNING	15979	02/26/2025	2/2/25 MVD CR DMG DEP RFND	50.00
01.0150.1540.5956	MAKE IT LA LLC	15980	02/26/2025	CC STAFF UNIFORMS	867.00
01.0160.1610.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15981	02/26/2025	FIRE EXT CERTIFIED	180.44
01.0160.1620.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15981	02/26/2025	FIRE EXT CERTIFIED	180.44
01.0160.1630.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15981	02/26/2025	FIRE EXT CERTIFIED	180.44
01.0160.1640.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15981	02/26/2025	FIRE EXT CERTIFIED	180.44
01.0170.1710.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15981	02/26/2025	FIRE EXT CERTIFIED	180.44
01.0170.1720.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15981	02/26/2025	FIRE EXT CERTIFIED	180.44
01.0150.1530.5430	NEW SIGN SOLUTION, INC.	15982	02/26/2025	SIGNAGE/ SCTR	148.83

01.0151.1543.5952	NEW SIGN SOLUTION, INC.	15982	02/26/2025	TREE LIGHTING CEREMONY BANNER	999.96
01.0140.1440.5406	NEW SIGN SOLUTION, INC.	15982	02/26/2025	STICKERS FOR ZONING MAP	209.47
01.0170.1770.6010	NORM REEVES FORD SUPERSTORE	15983	02/26/2025	FORD F-550 DUMP BED	92,481.94
01.0170.1770.6010	NORM REEVES FORD SUPERSTORE	15983	02/26/2025	2024 F-150 CREW CAB	52,780.75
01.0120.1210.5406	P.F. PETTIBONE & CO	15984	02/26/2025	MINUTE BOOKS	650.75
01.0170.1770.5525	PETE'S ROAD SERVICE, INC.	15985	02/26/2025	JCB TRACTOR 2 TIRES	832.18
01.0160.1610.5520	POST ALARM SYSTEMS	15986	02/26/2025	FEB'25 ALARM SVCS/ CCTR	51.61
01.0160.1620.5520	POST ALARM SYSTEMS	15986	02/26/2025	FEB'25 ALARM SVCS/ SCTR	51.61
01.0160.1630.5520	POST ALARM SYSTEMS	15986	02/26/2025	FEB'25 ALARM SVCS/ MCTR	51.61
01.0160.1640.5520	POST ALARM SYSTEMS	15986	02/26/2025	FEB'25 ALARM SVCS/ POOLS	51.61
01.0160.1650.5520	POST ALARM SYSTEMS	15986	02/26/2025	FEB'25 ALARM SVCS/ NTP	107.40
01.0160.1670.5520	POST ALARM SYSTEMS	15986	02/26/2025	FEB'25 ALARM SVCS/ MVD	107.40
01.0170.1710.5520	POST ALARM SYSTEMS	15986	02/26/2025	FEB'25 ALARM SVCS/ PSO	101.58
01.0170.1710.5520	POST ALARM SYSTEMS	15986	02/26/2025	FEB'25 ALARM SVCS/ CHALL	137.76
01.0170.1720.5520	POST ALARM SYSTEMS	15986	02/26/2025	FEB'25 ALARM SVCS/ YARD	161.46
01.0160.1610.5520	POST ALARM SYSTEMS	15986	02/26/2025	MAR'25 ALARM SVCS/ CCTR	51.61
01.0160.1620.5520	POST ALARM SYSTEMS	15986	02/26/2025	MAR'25 ALARM SVCS/ SCTR	51.61
01.0160.1630.5520	POST ALARM SYSTEMS	15986	02/26/2025	MAR'25 ALARM SVCS/ MCTR	51.61
01.0160.1640.5520	POST ALARM SYSTEMS	15986	02/26/2025	MAR'25 ALARM SVCS/ POOLS	51.61
01.0160.1650.5520	POST ALARM SYSTEMS	15986	02/26/2025	MAR'25 ALARM SVCS/ NTP	107.40
01.0160.1670.5520	POST ALARM SYSTEMS	15986	02/26/2025	MAR'25 ALARM SVCS/ MVD	107.40
01.0170.1710.5520	POST ALARM SYSTEMS	15986	02/26/2025	MAR'25 ALARM SVCS/ PSO	101.58
01.0170.1710.5520	POST ALARM SYSTEMS	15986	02/26/2025	MAR'25 ALARM SVCS/ CHALL	137.76
01.0170.1720.5520	POST ALARM SYSTEMS	15986	02/26/2025	MAR'25 ALARM SVCS/ YARD	161.46
01.0170.1770.5525	PRECISION AERIAL SERVICES, INC	15987	02/26/2025	AERIAL RENTAL	3,501.88
01.0170.1020.5956	RED DOT UNIFORMS	15988	02/26/2025	UNIFORM JACKET	157.66
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15989	02/26/2025	FEB'25 PH PC CUP TX 24-03	273.17
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	SAFETY FENCE POSTS/ NTP	594.25
01.0170.1760.5545	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	GRAFFITI REMOVAL	104.68
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	STREET REPAIR SUPPLIES	227.12
01.0170.1720.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	TOOLS FOR CLEANING/ YARD	76.73
41.0810.8110.5406	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	THEINES GATEWAY IMPROVMENTS	86.00
41.0810.8110.5406	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	THEINES GATEWAY IMPROVEMENTS	973.67
41.0810.8110.5406	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	THEINES GATEWAY IMPROVEMENTS	84.45
41.0810.8110.5406	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	THEINES GATEWAY IMPROVEMENT	218.91
01.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	FIRE STATION SAND	270.02
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	STREET BEAUTIFICATION SUPPLIES	56.88
01.0170.1710.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	FIRE STATION SAND	90.01
01.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	FIRE STATION SAND	180.02
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	WHITE PAINT FOR GRAFFITI	48.09
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	WHITE MARKING PAINT NTP	92.21
41.0810.8110.5406	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15990	02/26/2025	THEINES GATEWAY IMPROVEMENTS	1,428.05
37.0670.6720.6025	SOUTHERN CALIFORNIA PRECISION CONCRETE INC	15991	02/26/2025	SIDEWALK IMPROVEMENTS	93,848.62
43.0900.9000.6025	SOUTHERN CALIFORNIA PRECISION CONCRETE INC	15991	02/26/2025	SIDEWALK IMPROVEMENTS	33,000.00
01.0170.1770.5525	SOUTHERN TIRE MART LLC	15992	02/26/2025	JCB TRACTOR TIRES	105.00
37.0670.6720.5977	SOUTHERN TIRE MART LLC	15992	02/26/2025	STREET SCRAP TIRES RECYCLE	184.00

01.0170.1770.5525	SRS AUTOMOTIVE	15993	02/26/2025	#9 REPAIRS- PARKING BRAKES VENT WIRING	1,456.11
01.0170.1770.5525	SRS AUTOMOTIVE	15993	02/26/2025	#007 MULTIPLE REPLACEMENT REPAIRS	1,258.63
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	OCT'24 FY25-26 PMP PS&E	19,363.75
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	OCT'24 - BLDG PLAN CHECK SVCS	12,361.05
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	NOV'24 FY25-26 PMP PS&E	12,575.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 ADM/PRGM MGMT#140	517.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 PJT MGMT#607	5,217.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 ATP 6 ENG SVCS.	1,221.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 MER GRNWY/SR CON ENG#407	3,500.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 MER GRNWY/GEO ENG#407	252.50
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 MER GRNWY/GEO ENG#407	2,525.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 MER GRNWY/SR INSP#407	2,610.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 MER GRNWY/ADM#407	3,200.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 MER GRNWY/SR ENG#407	7,200.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 MER GRNWY/OFFICE ENG#407	9,135.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 ADM SVCS #295	3,696.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 ENG/NOV ADM#296	9,752.50
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 ENG SVCS/POOLS#252	6,254.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 CON ENG/ADM#640	51,806.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 FY25/26 PMP	11,098.75
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 ENG SVCS OCT'24 ADM#110	25,613.50
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 ENG SVCS #252	925.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 MTHLY ENG SVCS.	15,650.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 PLAN CK@65%#1102	882.70
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 TRF PRE & AFTER COUNTS/ATP5	2,025.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15994	02/26/2025	DEC'24 TRF TRF SEMHS CIRCULATION	1,110.00
01.0160.1620.5520	ULINE	15995	02/26/2025	TABLES/ SCTR	1,675.45
01.0170.1720.5520	ULINE	15995	02/26/2025	TABLES/ YARD	560.00
01.0160.1620.5520	VORTEX INDUSTRIES, LLC	15996	02/26/2025	SCTR FRONT DOOR INSPECTION	525.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	15997	02/26/2025	2/10 JANITORIAL SUPPLIES	8,015.56
01.0170.1740.5435	WAXIE SANITARY SUPPLY	15997	02/26/2025	AIR FREASHNER	628.43
01.0170.1750.5215	WEST COAST ARBORISTS, INC	15998	02/26/2025	1/16-1/31/25 CIVIC CENTER TREE TRIM	1,424.00
01.0170.1750.5215	WEST COAST ARBORISTS, INC	15998	02/26/2025	1/16-1/31/25 STREET TREE MTNC	44,444.00
01.0160.1650.5520	WHITTIER FERTILIZER	15999	02/26/2025	FERTILIZER FOR NTP	64.50
01.0160.1650.5520	WHITTIER FERTILIZER	15999	02/26/2025	NTP IMPROVEMENTS	374.85
01.0160.1650.5520	WHITTIER FERTILIZER	15999	02/26/2025	FERTILIZER FOR NTP	64.50
01.0160.1650.5520	WHITTIER FERTILIZER	15999	02/26/2025	NTP IMPROVEMENTS	64.50
01.0170.1020.5956	WINZER	16000	02/26/2025	RAVEN GLOVES PPE	1,744.33
01.0170.1740.5435	WINZER	16000	02/26/2025	HAND SANTIZER	626.90
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	16001	02/26/2025	FEB'25 ADMIN	1,606.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	16001	02/26/2025	FEB'25 MISC	520.00
01.0100.1040.5922	EL MONTE/SOUTH EL MONTE JETS	16002	02/26/2025	FEB'25 EMSEM JETS DONATION	500.00
01.0000.0000.2230	JOHN POEHLER	16003	02/26/2025	EMPLOYER MATCH	450.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MARCH'25 NLC CONG/ FLIGHT CHARGES	678.46
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	FEB'25 ICA WINTER SEMINAR REGISTRATION	1,095.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MAY'25 ICSC LAS VEGAS REGISTRATION	350.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	FEB'25 PUBLIC SFTY SGV/ REGISTRATION	80.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MARCH'25 NLC CONG/ FLIGHT CHARGES	55.10

01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	COUNCIL MEETING REVIEW W/ MAYOR	56.86
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	COUNCIL MTG REVIEW/ MEAL CHARGES	31.45
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	JAN'25 LA TIMES SUBSCRIPTION	16.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	JAN'25 ZOOM.US SUBSCRIPTION	363.90
01.0100.1010.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	ICSC MEMBERSHIP RENEWAL	175.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	FEB'25 ICA WINTER SEMINAR REGISTRATION	1,095.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MAY'25 ICSC L. VEGAS CONF REGISTRATION	850.00
01.0100.1010.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	ICSC MEMBERSHIP	472.50
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	PROGRAM SUPPLIES	38.85
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	PROGRAM SUPPLIES	72.71
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	PROGRAM SUPPLIES	120.11
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	PROGRAM SUPPLIES	339.18
01.0100.1040.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CAPIO/ MEMBERSHIP	400.00
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	SCTR DISPLAY SCREEN SOFTWARE	303.62
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	SPOTIFY MONTHLY SUBSCRIPTION	19.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	APPLE ICLOUD SUBSCRIPTION	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	APPLE ICLOUD SUBSCRIPTION	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	APPLE ICLOUD SUBSCRIPTION	2.99
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	COUNCIL REFRESHMENTS	460.37
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MSA MEETING & TRNG SESSION/ MEMBERSHIP	180.25
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	TORO SCHOOL/ TRUCK DRIVING CERTIFICATION	2,153.00
01.0170.1020.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MUNICIPAL MGMT ASSOC/ MEMBERSHIP	30.00
01.0170.1020.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	WOMEN LEADING GOVT/ MEMBERSHIP	52.01
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MAY'25 ICSC CONF REGISTRATION	850.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	NLC CONGRESSIONAL CONF/ HOTEL CHARGES	451.36
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MAR'24 NLC CONF/ HOTEL CHARGES	451.36
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	FEB'25 ICA WINTER SEMINAR REGISTRATION	1,095.00
01.0100.1010.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	ICSC MEMBERSHIP	472.50
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MONTHLY ADOBE SUBSCRIPTION	19.99
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	RAINBAG STANDS	165.62
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	SOCIAL & SPIRIT WEEK SUPPLIES	99.14
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	SENIOR EXCURSION TICKETS	2,882.50
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	PLACEMATS/ CHRISTMAS LUNCHEON	32.98
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	LUNAR NEW YEAR SUPP	276.73
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MEMBERSHIP RENEWAL	55.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	LUNAR NEW YEAR SUPP	90.36
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	LUNAR NEW YEAR SUPP	86.95
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	TABLE CLOTHES/ PROGRAMMING	24.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	NEW YEAR DECOR SUPPLIES	36.28
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CI NUTR PRGM SUPPLIES	71.44
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CI NUTR PRGM SUPPLIES	27.86
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CI NUTR PRGM SUPPLIES	23.08
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	FEB'25 BASIC STORM WATER CONCEPT TNG	75.00
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	JAN'25 ANALYST NETWORK EVENT	30.00
01.0170.1020.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	APWA MEMBERSHIP	1,033.00
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	OFFICE EQUIPMENT	66.14

01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	YOUTH BBALL SUPPLIES	7.27
01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	YOUTH BBALL GAME BALLS	33.06
01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	YOUTH BBALL GAME BALLS	176.28
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	BOXING EQUIPMENT	182.84
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	BOXING EQUIPMENT	184.02
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CITY COUNCIL SUPPLIES	352.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CITY COUNCIL SUPPLIES	110.75
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CITY COUNCIL SHIRTS	47.54
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CITY COUNCIL NAME PLATES	17.26
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CITY COUNCIL SUPPLIES	8.80
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CITY COUNCIL SUPPLIES	36.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CITY COUNCIL MTG DINNER	350.90
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	SYMPATHY FLOWERS	63.43
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	ALL STAFF MEETING SUPPLIES	16.89
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	FEB'25 ICA WINTER SEMINAR REGISTRATION	1,095.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MAR'25 ICA WELLS CONF REGISTRATION	150.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MAY'25 ICSC CONF REGISTRATION	850.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MAR'25 WELLS CONF HOTEL CHARGES	174.33
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	APPLE ICLOUD SUBSCRIPTION	0.99
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	STORAGE FURNITURE/ FITNESS ROOM	97.00
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	FOLDING TABLES/ MULTI PURPOSE ROOM	1,711.08
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	VDAY CRAFT SUPPLIES	33.77
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	VDAY CRAFT SUPPLIES	68.73
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	VALENTINES DECORATIONS	74.87
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	SAMS MEMBERSHIP RENEWAL	121.00
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CI NUTR PRGM SUPPLIES	192.27
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CI NUTR PRGM SUPPLIES	358.60
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CI NUTR PRGM SUPPLIES	415.30
01.0120.1210.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	RUBBER STAMP DEPT SUPPLIES	27.40
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	SUBSCRIPTION REFUND/CREDIT	(330.00)
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	REC CLASSES SUPPLIES	4.13
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MCTR PRGM SUPPLIES	41.11
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MCTR FOOD CRAFT	49.32
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	REC CLASSES SUPPLIES	52.37
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	NEW TEMPLE PRGM EVENT/ FOOD	53.95
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	REC CLASSES SUPPLIES	64.35
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	BABY LAB SNACKS	78.36
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CCTR PRGM SUPPLIES	98.83
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	BABY LAB SUPPLIES	105.51
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MCTR PRGM SUPPLIES	134.26
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	REC CLASSES SUPPLIES	175.80
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	AFTER SCHOOL PRGM SNACKS	301.08
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CCTR PRGM SUPPLIES	137.39
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	FEB'25 LIFEGUARD INSTRUCTOR COURSE	450.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	AFTER SCHOOL PRGM SUPPLIES	38.53
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	PRGM SUPPLIES	39.62
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	PRGM SUPPLIES	124.48
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	SPECIAL EVENT SUPPLIES	79.90

01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	SPECIAL EVENT SUPPLIES	99.09
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	DEC'24 STAMPLI CHARGES	1,898.00
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	DEC'24 INTERNET SVCS	327.04
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CABLE & INTERNET SVCS	154.98
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CABLE & INTERNET SVCS	339.23
01.0130.1330.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	IPAD/ CITY CLERK	1,615.10
01.0130.1330.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	INSTALLATION DEPOSIT	680.00
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	11/3-12/2/24 CITY CELL PHONE- FIRSTNET	2,447.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	TELENYX PLATFORM	107.51
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	MAY'25 ICSC L. VEGAS CONF REGISTRATION	850.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	ICSC CONF HOTEL CHARGES	737.25
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	ICSC MEMBERSHIP	472.50
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	APPLE GOOGLE DOCS	9.99
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	APPLE MUSIC	10.99
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	APPLE STORAGE	1.99
01.0130.1310.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	CSMFO MEMBERSHIP RENEWAL	150.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002609	02/13/2025	ADOBE ICLOUD APPS SUBSCRIPTION	461.88
02.0170.1760.5550	ATHENS SERVICES	DFT0002610	02/18/2025	FEB'25 SWEEPER SVCS	7,057.92
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0002611	02/20/2025	1/9-2/8/25 INTERNET SVCS	111.24
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0002611	02/20/2025	2/9-3/8/25 INTERNET SVCS	120.19
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002612	02/20/2025	12/30-1/30/25 1556 CENTRAL AVE	436.79
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002612	02/20/2025	12/30/24-1/30/25 1530 CENTRAL AVE	441.51
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002612	02/20/2025	12/30/24-1/30/25 1341 ISLAND/ SANTA ANITA	53.03
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002612	02/20/2025	12/30/24-1/30/25 1415 SANTA ANITA AVE	550.34
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002612	02/20/2025	12/30-1/30/25 1819 CENTRAL AVE	687.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002612	02/20/2025	12/30/24-1/30/25 1402 LERMA	2,362.59
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002612	02/20/2025	12/30/24-1/30/25 1500 CENTRAL AVE	342.17
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002612	02/20/2025	12/30/24-1/30/25 1450 LIDCOMBE AVE	3,494.69
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002612	02/20/2025	12/30/24-1/30/25 1450 LIDCOMBE AVE	318.58
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002613	02/12/2025	12/18/24-1/22/25 2620 ROSEMEAD BLVD	140.88
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002614	02/12/2025	12/18/24-1/22/25 2464 ROSEMEAD BLVD	341.87
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0002615	02/18/2025	1/1-1/31/25 STREET LIGHTS	127.24
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002616	02/20/2025	DEC'24 SANTA ANITA/ CENTRAL	861.26
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002617	02/18/2025	JAN'25 2028 CENTRAL AVE	429.90
02.0170.1760.5537	SOUTHERN CALIFORNIA EDISON	DFT0002618	02/18/2025	12/13-1/13/25 STREET LIGHTS	2,273.22
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002619	02/18/2025	JAN'25 STREET LIGHTS	3,662.93
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002620	02/25/2025	2/1-3/1/25 1900 CENTRAL AVE	115.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002621	02/25/2025	2/1-3/1/25 1415 SANTA ANITA AVE	76.96
01.0170.1730.5705	SO CAL GAS	DFT0002622	02/25/2025	1/16-2/14/25 1556 CENTRAL AVE	295.82
01.0170.1730.5705	SO CAL GAS	DFT0002623	02/25/2025	1/16-2/14/25 1450 LIDCOMBE AVE	89.11
01.0170.1730.5705	SO CAL GAS	DFT0002624	02/25/2025	1/16-2/14/25 1824 CENTRAL AVE	79.27
01.0170.1730.5705	SO CAL GAS	DFT0002625	02/25/2025	1/16-2/14/25 1530 CENTRAL AVE	132.42
01.0170.1730.5705	SO CAL GAS	DFT0002626	02/25/2025	1/16-2/14/25 1900 CENTRAL AVE	313.54
01.0170.1730.5705	SO CAL GAS	DFT0002627	02/25/2025	1/16-2/14/25 1500 CENTRAL AVE	7,491.94

Grand Total \$ 1,541,412.78

Authorization Signatures

A handwritten signature in black ink, appearing to read 'R Salas', is positioned above a horizontal line.

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Guillermo Arreola, Director of Community Development

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-022, APPROVING ACCEPTANCE OF FUNDS FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) AND ALLOCATION OF FUNDS TO THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

SUMMARY: The California Department of Housing and Community Development (HCD) requires entitlement jurisdictions to use their allocation of Permanent Local Housing Allocation (PLHA) Grant Program for eligible housing related projects and programs to assist in addressing the unmet housing needs of our community, in addition to assisting persons who are experiencing homelessness. The City was allocated \$103,037 for Year 5 by a formula grant by the Los Angeles County Development Authority (LACDA).

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-022, approving the 2023-24 allocation of Community Development Block Grant-Permanent Local Housing Allocation (CDBG-PLHA) Program Year 5 funds, as outlined; and
2. Authorize City Manager or designee to execute any and all documents necessary to further the potential projects approved herein, including but not limited to amendments and modifications for CDBG projects with the Los Angeles County Development Authority (LACDA).

ENVIRONMENTAL ANALYSIS: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Approving and allocating funds for eligible housing projects is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a "project" subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

FISCAL/FINANCIAL IMPACT: The \$103,037 PLHA funds are reimbursable and will be expended out of Fund 51 - Permanent Local Housing Allocation Fund.

DISCUSSION: LACDA has chosen to use their funding allocation to fund the Eviction Defense Program. However, cities are given the option to utilize their allocated funds for other eligible housing activities. If a city does not choose an alternative program, the city's funds will be designated to the Eviction Defense Program. PLHA allocation amounts are only available to cities that have an HCD approved Housing Element.

Eligible activities for the formula allocations are:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meet the needs of a growing workforce earning up to 120-percent of AMI, or 150-percent of Area Median Income (AMI) in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of California Health and Safety Code Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing, or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
7. This activity may include sub-awards to administrative entities as defined in California Health and Safety Code Sections 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) program or Home Energy Assistance Program (HEAP) funds for rental assistance to continue assistance to these households.
8. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with Welfare and Institutions Code Section 8225(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in Welfare and Institutions Code Section 8255, subdivision (b).
9. Accessibility modifications in lower-income owner-occupied housing.
10. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
11. Homeownership opportunities, including, but not limited to, down payment assistance.
12. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested

by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing project.

South El Monte Plan to spend PLHA formula funds:

- The activity for Year 2 allocations was selected for homeownership opportunities including, but not limited to, down payment assistance.
- The activity for Year 3 allocations was selected for homeownership opportunities including, but not limited to, down payment assistance.
- The activity for Year 4 allocation was selected as assisting persons who are experiencing or are at-risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

Funding Allocation Recommendations for Year 5 allocation:

- Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

Staff is suggesting using the CDBG-PLHA funds towards addressing the unmet housing needs of our community by selecting Housing for Homeless: Rental Assistance. The PLHA Rental Assistance Program will assist seniors 62 years of age and older experiencing homelessness or “at risk of homelessness”. The assistance is intended to be a temporary solution that allows a tenant to build their savings and better manage their personal finances. PLHA agreed to extend the submittal deadline to March 6, 2025.

Staff report prepared by Sergio Coreas, Community Development Analyst.

ATTACHMENT(S):

- A. Resolution No. 25-022
- B. PLHA 5 Year Notice of Award - South El Monte

ATTACHMENT A

RESOLUTION NO. 25-022

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING THE ACCEPTANCE OF FUNDS FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) AND ALLOCATION OF FUNDS TO THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City of South El Monte desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (“PLHA”) Program; and

WHEREAS, if the City does not designate an alternative program, the Los Angeles County Development Authority (LACDA) will designate the funding allocation to fund the First Time Homebuyers Program; and

WHEREAS, the City Manager or his designee to execute any and all documents necessary to further the potential projects approved herein, including but not limited to amendments and modifications for Community Development Block Grant (CDBG) projects with the Los Angeles County Development Authority (LACDA).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Approving and allocating funds for eligible housing projects is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

SECTION 3. The City Council authorizes the City Manager to execute any and all documents necessary to further the potential projects approved herein, including but not limited to amendments and modifications for CDBG projects with Los Angeles County Development Authority (LACDA).

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 4th day of March 2025.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 25-022, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 4th day of March 2025, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adrian Garcia, MMC, City Clerk

ATTACHMENT B



December 3, 2024

Rene Salas, City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

Dear Rene Salas:

AWARD LETTER NOTICE YEAR 5 (2023 ALLOCATION) PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

The Los Angeles County Development Authority (LACDA) is pleased to announce that the City's tentative Year 5 Permanent Local Housing Allocation (PLHA) funding allocation is \$103,037. Overall, LACDA experienced a decreased level of funding for Year 5 PLHA funds, which is why you will see less funding available now compared to prior years.

Once the LACDA receives the Year 5 funding from the State of California Department of Housing and Community Development (HCD), the city of South El Monte will be required to enter a contract with the LACDA that will set forth the conditions for funding and program/regulatory requirements that are required to be met for the funding and implementation of the City's PLHA funded activity. Please note that in order to receive funding, the City must be in compliance, specifically having a State approved Housing Element at the time of the award commitment from the State to LACDA.

If you wish to accept these funds for current or new eligible activities, the city of South El Monte must:

1. Submit a Letter of Intent which includes concise details of the proposed Activity and Sub-Activity and describes how the City plans to expend the funds by June 30, 2028;
2. Complete a proposed Exhibit A form for the planned activity;
3. Provide a city council approved resolution; and
4. Provide proof of 30-day Public Notice.

Please submit all required documentation on or before **February 14, 2025**. If the Letter of Intent, including supporting documentation is not received by the due date, the available allocation will be retained by the County and reallocated to Countywide program(s).



lacda.org

Administrative Office
700 West Main Street, Alhambra, CA 91801
Tel: (626) 262-4511 TDD: (626) 943-3898

Executive Director: Emilio Salas

Commissioners: Hilda L. Solis, Holly J. Mitchell, Lindsey P. Horvath, Janice Hahn, Kathryn Barger



Rene Salas, City Manager

December 3, 2024

Page 2

Should you have any PLHA funding allocation questions, please contact Jenny Salazar, PLHA Specialist at (626) 586-1633 or jenny.salazar@lacda.org. For assistance related to your PLHA program activities, please contact your contract manager, Jeffrey Badre at Jeffrey.Badre@lacda.org or (626) 586-1719.

Sincerely,



Micah Chen (Dec 3, 2024 15:19 PST)

LINDA JENKINS, Director

Community Development Division

c: Irma Peniche, Primary

Masami Higa, Financial Director

Attachments

LJ:MC:JED:JS:AB:lh

PLHA Award Letter Notice_Year



City Council Agenda Report

Agenda Item No. 7.d.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Guillermo Arreola, Director of Community Development

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-023, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO HERA PROPERTY REGISTRY TO ADMINISTER THE FORECLOSURE REGISTRATION PROGRAM

SUMMARY: Staff seeks City Council approval to award a Professional Services Agreement (PSA) to Hera Property Registry as the responsive, responsible bidder to administer and implement the Foreclosure Registration Program.

RECOMMENDED ACTION: Staff recommends City Council

1. Adopt Resolution No. 25-023, awarding a Professional Services Agreement to Hera Property Registry to administer and implement the Foreclosure Registration Program; and
2. Authorize the City Manager to execute the agreement, and allow Hera Property Registry to retain an agreed-upon amount of the registration fees collected.

ENVIRONMENTAL ANALYSIS: The action proposed herein is not a project subject to the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378. Approving and allocating funds for eligible housing projects is an administrative action that would not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a “project” subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

FISCAL/FINANCIAL IMPACT: There is no financial impact on the City. The Foreclosure Registration Program will be funded entirely through registration fees paid by property owners of foreclosed properties. Hera Property Registry will retain a set amount of these fees for its services, eliminating the need for City funds to cover administrative costs.

DISCUSSION: The Foreclosure Registration Program is designed to mitigate the negative impacts of vacant, abandoned, or foreclosed properties by ensuring timely registration, maintenance, and compliance with local regulations. The program establishes a structured process for monitoring and enforcing property maintenance standards, reducing blight, and improving neighborhood stability. To ensure effective program administration, the City issued a Request for Proposals (RFP) on November 14, 2024, seeking qualified firms with expertise in foreclosure registration and compliance tracking.

The proposals were evaluated based on the following criteria:

- Compliance with RFP requirements
- Understanding of the project scope
- Relevant experience with foreclosure registration programs
- Technical capabilities and software functionality

Following the evaluation process, Hera Property Registry was determined to be the most responsive and responsible bidder. Hera Property Registry's platform offers a data-driven approach to tracking vacant and foreclosed properties, and improving enforcement efficiency. Their demonstrated experience in successfully administering similar programs for other municipalities further supports their selection. By awarding this contract to Hera Property Registry, the City will enhance its ability to track, manage, and enforce foreclosure property regulations without any financial burden on City resources. Hera Property Registry will be responsible for all administrative functions of the program, including:

- Property registration tracking and management
- Automated notifications and compliance monitoring
- Collection and processing of registration fees
- Data analytics and reporting

This agreement ensures the effective implementation of the Foreclosure Registration Program while maintaining financial sustainability for the City.

BACKGROUND: The City previously implemented a Foreclosure Registration Program to address the growing number of vacant and foreclosed properties affecting community safety and neighborhood conditions. The program requires financial institutions and property owners to register foreclosed properties with the City, ensuring proper maintenance and reducing public nuisances.

However, manual tracking and enforcement challenges have resulted in inefficiencies, delayed compliance actions, and lost revenue. To address these issues, the City has sought to modernize its approach by partnering with a qualified service provider with advanced technological capabilities.

The selection of Hera Property Registry as the program administrator allows the City to:

- Proactively enforce vacant and foreclosed property maintenance
- Enhance data tracking and reporting through real-time analytics

- Increase compliance rates with automated monitoring
- Improve neighborhood conditions by reducing blight and nuisances

By awarding the contract, the City strengthens its ability to uphold property maintenance standards, protect community well-being, and ensure financial accountability all at no cost to the City.

Staff report prepared by Sergio Coreas, Community Development Analyst.

ATTACHMENT(S):

- A. Resolution 25-023
- B. Hera Property Registry Proposal For Services
- C. Draft Professional Services Agreement

ATTACHMENT A

RESOLUTION NO. 25-023

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING A PROFESSIONAL SERVICES AGREEMENT TO HERA PROPERTY REGISTRY TO ADMINISTER AND IMPLEMENT THE FORECLOSURE REGISTRATION PROGRAM

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City of South El Monte recognizes the negative impacts of vacant, abandoned, and foreclosed properties on neighborhood stability, public safety, and property values; and

WHEREAS, the Foreclosure Registration Program is designed to ensure timely registration, maintenance, and compliance with local regulations to mitigate blight and improve neighborhood conditions; and

WHEREAS, the City issued a Request for Proposals (RFP) on November 14, 2024, to identify a qualified firm to administer and implement the Foreclosure Registration Program; and

WHEREAS, the City received and evaluated all submitted proposals based on compliance with RFP requirements, understanding of the project scope, relevant experience with foreclosure registration programs, technical capabilities and software functionality, cost-effectiveness, and references and past performance; and

WHEREAS, upon review of all proposals, Hera Property Registry was determined to be the most responsive and responsible bidder, demonstrating expertise in foreclosure property tracking, compliance enforcement, and municipal program administration; and

WHEREAS, Hera Property Registry's platform offers an advanced, data-driven approach to tracking vacant and foreclosed properties, improving enforcement efficiency, and automating notifications; and

WHEREAS, there is no financial impact on the City, as the Foreclosure Registration Program will be fully funded through registration fees paid by property owners of foreclosed properties, with Hera Property Registry retaining a set amount of these fees for its services; and

WHEREAS, the selection of Hera Property Registry ensures the City's ability to effectively track, manage, and enforce foreclosure property regulations while maintaining financial sustainability and operational efficiency; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated by reference.

SECTION 2. The City Council finds and determines that Hera Property Registry has submitted the most qualified proposal for the administration and implementation of the Foreclosure Registration Program.

SECTION 3. The City Council authorizes the City Manager or designee to execute a Professional Services Agreement with Hera Property Registry for the administration and implementation of the Foreclosure Registration Program and to allow Hera Property Registry to retain an agreed-upon set amount of the registration fees collected from property owners of foreclosed properties.

SECTION 4. The City Manager is further directed to take all necessary actions to effectuate the agreement and ensure compliance with the program's objectives.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 4th day of March 2025.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 25-023, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 4th day of March 2025, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk



1917 S HARBOR CITY BLVD.
MELBOURNE, FLORIDA 32901
(321) 234-5303 •
HERAREGISTRY.COM

Cover Letter

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Guillermo Arreola, Community Development Director

**Re: Request For Proposals (RFP) to Administer the Foreclosure
Registration Program of Abandoned Properties**

Dear Director Arreola,

Hera Property Registry, LLC ("HERA") would like to announce its interest in managing the project as described in the City of South El Monte's ("City") Request For Proposals (RFP) to Administer the Foreclosure Registration Program of Abandoned Properties. We shall meet or exceed all requirements in the request and provide all services necessary to maintain an application for mortgagees, property owners and/or their agents for registration of properties in accordance with the City's requirements.

HERA provides property registration services nationwide to local governments. These services are all provided with no upfront expenses as our fees are paid out of registration fees received from responsible parties.

HERA can meet the insurance requirements stipulated by the City and is willing to execute a standard agreement with the City. We have the experience and resources necessary to maintain registration services for mortgage foreclosure and vacant properties in accordance with City and state requirements.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Clifford J. Johnson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Clifford J. Johnson
CEO and Contact Person
cjohnson@heraregistry.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF ~~CALIFORNIA~~ FLORIDA

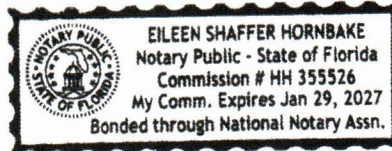
COUNTY OF ~~LOS ANGELES~~ BREVARD

On Aug 26, 2024 before me, Clifford Johnson, personally appeared by physical presence, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Eileen Shaffer Hornbake



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☒ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Response to RFP Foreclosure
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

August 26, 2024
DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

Hera Property Registry LLC

SIGNER(S) OTHER THAN NAMED ABOVE

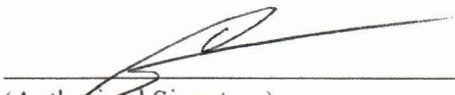
ATTACHMENT B

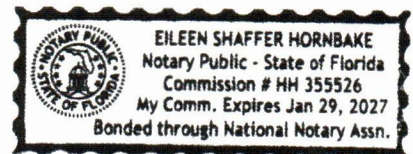
AFFIDAVIT OF NON-COLLUSION

I state that I am Clifford J. Johnson, CEO (title) Hera Property Registry, LLC (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

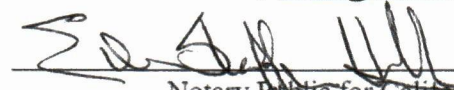
I state that:

- 1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- 2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- 4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- 5) Hera Property Registry, LLC (name of firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix. I state that (name of firm) understands and acknowledges that the above representations are material and important and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.


(Authorized Signature)
Clifford J. Johnson, CEO
(Name of Company/Position)



Sworn to and subscribed before me this day 26th of August, 2024


Notary Public for California Florida, Brevard County
My Commission Expires: 1/29/2027
Personally Known to me, by physical presence.

ATTACHMENT C

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity. N/A
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant. N/A
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant. N/A
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification). N/A
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00. N/A
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification). N/A
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification). N/A
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant. N/A

ATTACHMENT D

SPECIAL REQUIREMENTS

Insurance required under this Agreement shall be governed by the agreement with the City. Generally the insurance requirements are as follows:

1. Commercial general liability insurance with coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.
2. Automobile Liability covering bodily injury, property damage, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
3. Professional Liability Insurance in the minimum amount of \$1,000,000 per claim and in the aggregate.
4. Workers' Compensation Insurance in the minimum amount of at least \$1,000,000.

Hera Property Registry, LLC affirms that it has the required insurance coverage and will provide the required Certificates of Insurance including the additional insured and waiver of subrogation as required by the City.

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following services:**
 - A. Please refer to the content herein.
 - B.
 - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. Please refer to the content herein.
 - B.
 - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
 - A. Please refer to the content herein.
 - B.
 - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Please refer to the content herein.
 - B.
 - C.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is amended as provided herein. Deleted text is indicated in ~~striketrough~~ and added text in ***bold italics***.

Hera Property Registry, LLC is willing to execute the Standard Agreement provided by the City and has no deletions or additions to note.



HERA
PROPERTY REGISTRY

**City of South El Monte, California
City Clerk's Office**

**Request For Proposals (RFP) to Administer
the Foreclosure Registration Program of
Abandoned Properties**

Date issued:

November 14, 2024

Deadline:

December 14, 2024 by 5:00 PM

Submitted by:

**Hera Property Registry, LLC
1917 S. Harbor City Blvd.
Melbourne, FL 32901**



HERA
PROPERTY REGISTRY

1917 S HARBOR CITY BLVD.
MELBOURNE, FLORIDA 32901
(321) 234-5303 • HERAREGISTRY.COM

Cover Letter

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Guillermo Arreola, Community Development Director

Re: Request For Proposals (RFP) to Administer the Foreclosure Registration Program of Abandoned Properties

Dear Director Arreola,

Hera Property Registry, LLC ("HERA") would like to announce its interest in managing the project as described in the City of South El Monte's ("City") Request For Proposals (RFP) to Administer the Foreclosure Registration Program of Abandoned Properties. We shall meet or exceed all requirements in the request and provide all services necessary to maintain an application for mortgagees, property owners and/or their agents for registration of properties in accordance with the City's requirements.

HERA provides property registration services nationwide to local governments. These services are all provided with no upfront expenses as our fees are paid out of registration fees received from responsible parties.

HERA can meet the insurance requirements stipulated by the City and is willing to execute a standard agreement with the City. We have the experience and resources necessary to maintain registration services for mortgage foreclosure and vacant properties in accordance with City and state requirements.

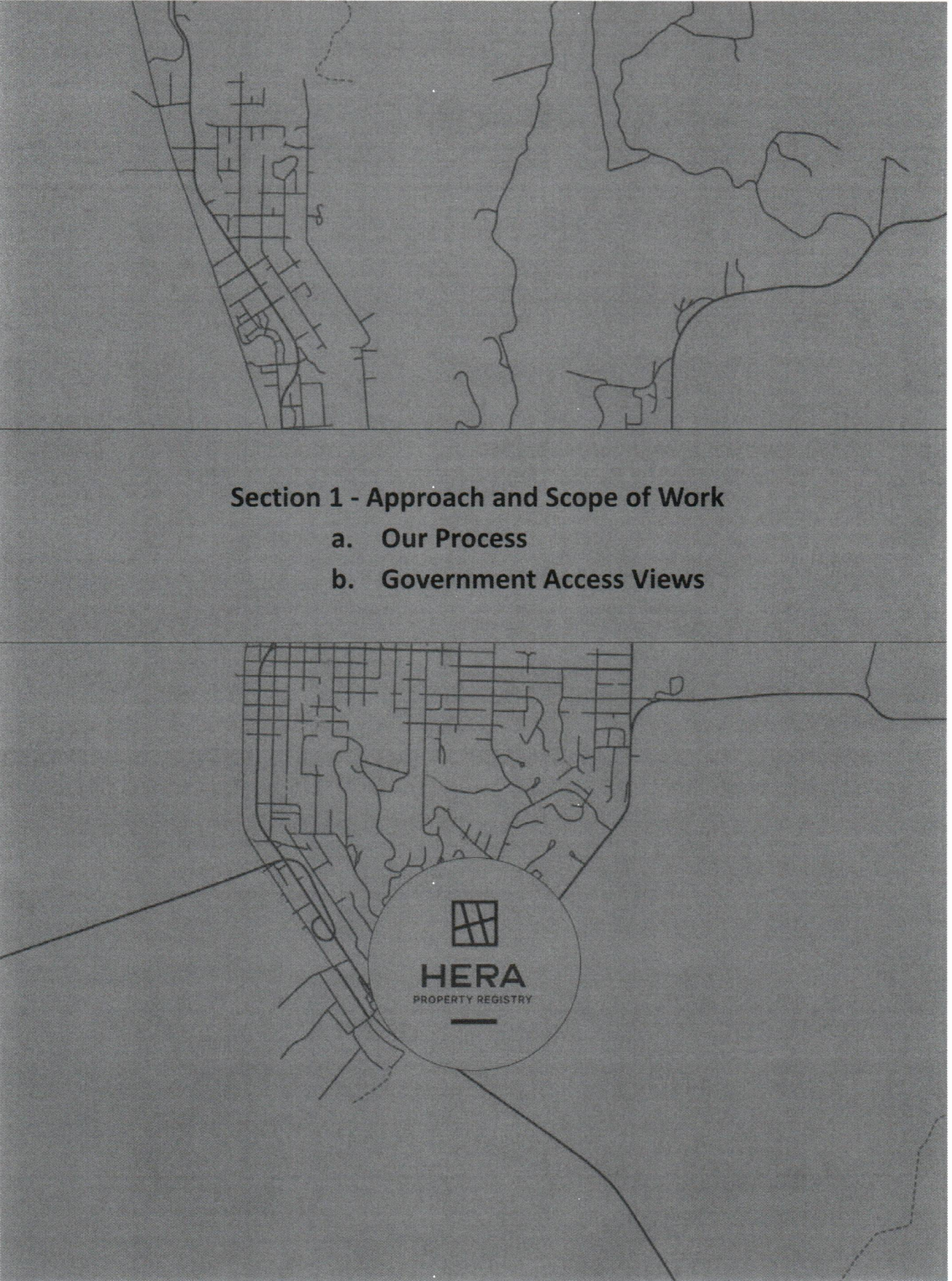
Respectfully submitted,

Clifford J. Johnson
CEO and Contact Person
cjohnson@heraregistry.com



Table of Contents

- A. Title Page
- B. Cover Letter
- C. Table of Contents:
- D. Section 1. Approach and Scope of Work
- E. Section 2. Schedule
- F. Section 3. Project Team, Key Personnel and Resumes
- G. Section 4. Company Qualifications
- H. Section 5. References: Provide 5 Public Agency references for similar projects.
- I. Section 6. City's Standard Professional Service Agreement
- J. Section 7. Addenda Acknowledgement:
- K. Section 8. Required Attachments: Below attachments shall be signed and submitted with the proposal:
 - Attachment B -Affidavit of Non-Collusion
 - Attachment C -Claims History



Section 1 - Approach and Scope of Work

a. Our Process

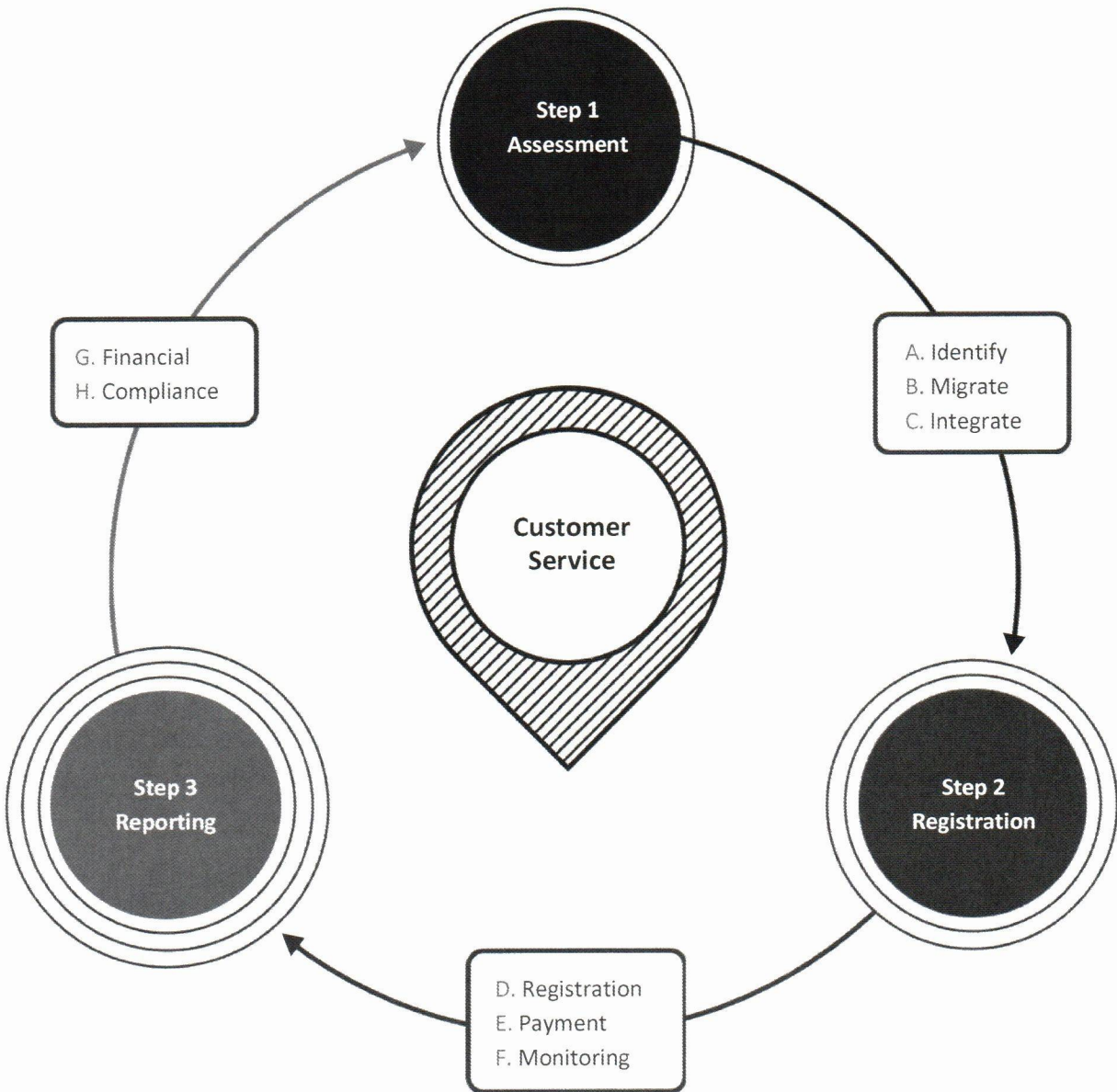
b. Government Access Views



HERA
PROPERTY REGISTRY



Our Process





Step 1 — Assessment

- We review the City's Ordinance for their Foreclosing Property Registry, identify all past and current past and current registrable properties in the City through our data mining platform and analysis and analysis process, and create a database containing all properties with an obligation to register to register
- Review the City's ordinance to ensure compliance with local and state laws; make recommendations recommendations for a best practice ordinance if necessary
- Use multiple data sources to identify all properties in the City that have an obligation to register and to register and provide all relevant data for the properties (including properties that meet the meet the registration criteria at the time services are contracted)
- Provide custom data clean-up and data migration from the City's existing registration system to be system to be uploaded by the HERA team
- HERA integrates data from all sources into one comprehensive registration database
- Using their proprietary software, HERA provides a web-based electronic registry and fee payment system for property registration, collection of registration fees, registration fees, tracking of properties with obligations to register, updating information, and information, and reporting tools

Step 2 — Registration

HERA administers all facets of the registration process, including identifying the responsible parties, proactively contacting those with an obligation to register, collecting all necessary registration information, payment information, payment processing, and ongoing monitoring. The City enjoys unlimited user accounts on HERA's HERA's government platform. *We provide the highest level in information security standards, including multi-factor authentication.*

Identify Responsible Parties And Collect Information

We determine the appropriate party responsible for compliance with the applicable Ordinance and the responsible party of their obligations under the Ordinance. We provide all instruction, training, and service necessary to facilitate the mortgagee, servicer, or their registrant in registering properties.

Santa Ana City > Property Actions


SANTA ANA CITY
 ORANGE COUNTY, CA


1911 N MAIN ST, SANTA ANA, CA 92706
 00314218 | CAORAN0003448
 A TR MAIN ST TR BLK LOT 1

Select One Of The Following Options

Register

Select this option to create or update a Foreclosure, Rental or Vacant registration.

Submit Property Inspection

Select this option to submit a property inspection.

Report Property Concern

Select this option if you are a concerned citizen and would like to report a property concern (i.e. property appears vacant and is not secured and has overgrown grass)

Dispute Requirement to Register

If you have received a notice that registration is required you can select this option to DISPUTE or EXEMPT the registration requirement.


Foreclosure Requirements

Sample depiction of the pertinent registration requirements extracted from another partner community's ordinance for easy reference. A full copy of the ordinance can be downloaded from a link on this page.

OCCUPIED			
	Tenant or Owner		REO
	PRE-FILING	POST-FILING	
Registration	Required	Required	Required
Inspections	Monthly	Monthly	Monthly

VACANT			
	PRE-FILING	POST-FILING	REO
Registration	Required	Required	Required
Inspections	Weekly	Weekly	Weekly

ORDINANCE EFFECTIVE DATE (OED) 02/05/2018

REGISTRATION FEE \$1,390

PM Yes - Local

LATE FEE None

OMT CHANGE REGISTRATION Yes

RENEWAL January 1

LA N/A

SIGNAGE Front - 18X24 - 24 Hour Phone

DE-REGISTRATION (DELIST)

- Loan Brought Current
- Loan Modification
- Sale To 3rd Party
- Loan Paid Off (Satisfaction)

All registration data is analyzed against existing data and approved and updated daily. HERA maintains detailed listings of all registrable properties including, at a minimum:

- Property identification: address, lot and parcel number, and property owner
- Local property manager name and contact information, including mailing address, phone, and email
- Mortgagee name and contact information, including mailing address, phone, and email
- Mortgagee Servicer name and contact information, including mailing address, phone, and email
- Foreclosure Case No.
- Occupancy status
- Last inspection date

Sample from a partner community of all registration data collected by the registrants, including contact information as required by the as required by the ordinance.


SANTA ANA CITY
 ORANGE COUNTY, CA


2125 N HESPERIAN ST, SANTA ANA, CA 92706 ☆

00107405 | CAORAN00000377
 NTR 1724 BLK LOT 18


FCL Active 204 Days

Fifth Third Bank
 Outreach | Paused

Registered


No Property Violations


FCL STATUS
 Pre-Foreclosure

Occupancy
 Confirmed Vacant

RP INSP

GOV INSP
 N/A

Organization Fifth Third Bank	Address 5001 Kingsley Dr Cincinnati, OH 45227	Contact Name Compliance	Email propertypreservation.bancorp2@5...	Phone 513-358-4506	OTR ☐
☒ OMT - OTR ☒ OMT ☒ AMS - OTR ☒ AMS					

Organization Cypress Services LLC	Address 525 Grand Regency Blvd, Brandon, FL 33510-3932	Contact Name Compliance	Email vpr@cypressx.com	Phone 877- 339-8202	
☒ PM					

Summary Outreach **0** Registrations Payments Inspections/Violations Registrants

Lock | Lock History | 2.0 Community Actions ▾ 2.0 View | Refresh Status | RP Party List | View Ordinance | View Registrations | Outcome

#	Risk	Risk Status	Start	End	OMT/Owner	Bankruptcy Status	Balance Due	Outreach Status	
1	FCL	Active	29 Jan		Fifth Third Bank	N/A	\$0	Paused	View Detail

Hera will proactively contact responsible parties regarding their obligation to register foreclosure and non-owner-occupied properties and provide all pertinent registration information.

Sample from a partner community of outreach notifications.

121 W 18TH ST, SANTA ANA, CA 92706 ☆  00218316 | CAORAN0002304
ATR GEOPPERS ADD BLK D LOT 14

 FCL
Active
35 Days

Rocket Mortgage
Outreach | Paused

Registered


No Property Violations


FCL STATUS
Pre-Foreclosure

Occupancy
Owner Occupied

RP INSP

GOV INSP
N/A

Organization
Rocket Mortgage

Address
1050 Woodward Ave Detroit, MI
48226

Contact Name
David

Email
davidhassett@rocketmortgage.com

Phone
313-545-5427

OTR ☐

☒ OMT - OTR ☒ OMT ☒ AMS - OTR ☒ AMS

Organization
ServiceLink Client Services

Address
10568 Westmoor Drive, Suite 100,
WESTMINSTER, CO 80021

Contact Name
Client Services

Email
Clientservice@svclink.com

Phone
8778478548

☒ PM

Summary Outreach 1 Registrations Payments Inspections/Violations Registrants

Outreach ☒ Support ☒ Administrative ☒ Tickets History Open (1) Closed (0) Reset Notifications ▼

Message	HCT	Delivery	Type	Status	Created	Contact
Support	2280947	Email	RP Registration request on - CAORAN0002304 - 121 W 18TH ST, SANTA ANA, CA 92706	Open	07/31/2024	Tiara McBay Tiara.mcbay@broninc.com

Sample from a partner community of the Registration information.

Summary Outreach 1 Registrations Payments Inspections/Violations Registrants

 Status Active Start 07/16/2024 End - Registrant Bron Inc Last Update 08/10/2024 Owner Rocket Mortgage Mortgage 5 Paid Renewal

Responsible Parties

☒ OMT ☒ AMS ☒ Property Manager

Data

Investor | Insurer
FNMA

Occupancy Status
Owner Occupied

Last Inspection Date
07/15/2024

Foreclosure Milestones
☒ Pre-filing ☐ First Legal Action ☐ REO

Edit 

PAYMENT

Start Date
Jul 16, 2024

Late Fee Dispute  Fees Due Select To Pay

1 Jul 16, 2024 - Dec 31, 2024 PAID

REGISTRATION \$1,390 LATE N/A INSPECTION N/A

Payments

Paid By	Applied	Reconciled	Reference Number	Actions
Bron Inc	08/10/2024	08/10/2024	152651	CC Receipt Refund
REGISTRATION			\$1,390 LATE	N/A

Next Renewal

Jan 1, 2025

Page 60 of 203

Payment Processing

121 W 18TH ST, SANTA ANA, CA 92706 ☆

00216316 | CAORAN0002304

A TR GEOPPERS ADD BLK D LOT 14

FCL Active 35 Days

Rocket Mortgage

 Outreach | Paused

Registered

No Property Violations

FCL STATUS

 Pre-Foreclosure

Occupancy

 Owner Occupied

RP INSP

GOV INSP

 N/A

Summary

Outreach

Registrations

Payments

Inspections/Violations

Registrants

Payments

Payment ID	Status	Program	Payment Type	RP Reference	Instance	Statement No	Total Applied	Applied	Reconciled	Remitted On	Amount Remitted	Reversed
P1-2828295-1	Reconciled	FCL	Check	152651	1 / 1	20240801087	\$1,390	08/10/2024	08/10/2024			

Sample of the Payments tab of a registered property in a partnered community.

We collect and remit all registration fees in accordance with City and state requirements. We will maintain the City's process for financial remittance and auditing. Each property account in the account in the Payments tab includes a history of all financial transactions. HERA's integrated payment processing accepts payment using ACH/EFT, debit, credit card, or check.

Payment Support: HERA's Customer Service team provides full support for declined and other assistance needed for facilitating online payments.

Security: Our payment processing complies with NACHA and PCI standards. Additionally, our platform has multiple levels of security measures in place to ensure the protection of your information.

Step 3 — Ongoing Monitoring / Reporting

Hera provides ongoing monitoring of all obligations to register, registrations received, and noncompliant properties. Our platform provides for filterable reports available on-demand through the City's government access. *At Hera, we understand the significance of data portability for our community partners. Hence, we include the ability to export all community registration and financial data at any time.* Our team operates on a secure shared platform, which is easily accessible by City staff to monitor all foreclosure and vacant registration efforts.

Registrations

Export  Total **264**  List  Map

Risk 

Registration 

Violation 

Renewal In 

Property Type 

Occupancy 

Needs Insp. 

RP  Clear 

Registration	Risk Type	Parcel	Address	Property Type	Started	Balance Due	Renewal Date	Owner
	FCL	00107123	2121 N SPRUCE ST	Residential (1-4)	05/07/2021	\$2,508.85	01/01/2025	Mr. Cooper
	FCL	00107301	2141 N POPLAR ST	Residential (1-4)	02/05/2018	\$0	01/01/2025	CitiBank NA
	FCL	00107405	2125 N HESPERIAN ST	Residential (1-4)	01/29/2024	\$0	01/01/2025	Fifth Third Bank
	FCL	00108202	2143 N ALONA ST	Residential (1-4)	02/27/2019	\$0	01/01/2025	US Bank NA as Trustee
	FCL	00118311	2134 N TOWNER ST	Residential (1-4)	05/23/2019	\$0	01/01/2025	US Bank NA as Trustee
	FCL	00123105	1009 W RIVER LN	Residential (1-4)	01/14/2023	\$0	01/01/2025	Wells Fargo Bank NA
	FCL	00129324	1522 W RIVER LN	Residential (1-4)	07/03/2023	\$1,328	01/01/2025	Pretium Partners
	FCL	00207114	2325 HELIOTROPE DR	Residential (1-4)	03/13/2024	\$0	01/01/2025	US Bank Home Mortgage
	FCL	00207218	2305 N FLOWER ST	Residential (1-4)	02/14/2024	\$0	01/01/2025	Finance of America Reverse LLC

Remittance And Settlement Reporting

- *This report is delivered via email monthly and available to City staff for download on demand*
- Provides all information on properties that were registered within a selected time period including property including property address, registration fees paid, and whether and when the payment has been remitted to the City
- Provides information on recent payments made through the registration platform

Applied Payments

Change to Remittance Cycle: 

Export  Total **22**  List 

Applied Date From **06/01/2024** To **08/20/2024** Risk 

Search  PROID, Reference, Payment ID Type Show All Status Remitted 

Payment ID	Status	Community	Risk	PRO ID	Address	Payment Type	Total Applied	Applied	Reconciled	Remitted On	Community Remitted	Reversed
P1-2824571-1	Remitted	Santa Ana City	FCL	CAORAN00829748	481 W ALTON AVE #429	Check	\$1,328	06/30/2024	06/30/2024	07/12/2024	\$1,228	
P1-2824841-1	Remitted	Santa Ana City	FCL	CAORAN00001917	801 W 17TH ST	Check	\$1,328	06/28/2024	06/30/2024	07/12/2024	\$1,228	
P1-2779516-1	Remitted	Santa Ana City	FCL	CAORAN00002438	955 N FAIRBROOK LN	Check	\$1,328	06/28/2024	06/30/2024	07/12/2024	\$1,228	
P1-2823209-1	Remitted	Santa Ana City	FCL	CAORAN00006036	1222 W PINE ST	Check	\$1,328	06/24/2024	06/30/2024	07/12/2024	\$1,228	
P1-2823290-1	Remitted	Santa Ana City	FCL	CAORAN00001766	2305 N FLOWER ST	Check	\$1,328	06/24/2024	06/30/2024	07/12/2024	\$1,228	
P1-2823292-1	Remitted	Santa Ana City	FCL	CAORAN00013449	2074 S ROSS ST	Check	\$1,328	06/24/2024	06/30/2024	07/12/2024	\$1,228	
P1-2823867-1	Remitted	Santa Ana City	FCL	CAORAN00429566	1634 S DIAMOND ST	Credit Card	\$1,328	06/18/2024	06/20/2024	07/12/2024	\$1,228	
P1-2824362-1	Remitted	Santa Ana City	FCL	CAORAN00006963	527 S GARNSEY ST	Suspense	\$1,328	07/03/2024	06/30/2024	08/01/2024	\$1,228	

Customer Service

Local governments often face challenges, such as insufficient staffing, cumbersome paper-based processes prone to errors, and difficulty locating non-compliant responsible parties. These challenges often result in a substantial loss of funds for the community. Our customer service allows City staff to focus on more high-value services rather than pushing paper so finance leaders can count on more streamlined remittances and increased compliance. Additionally, our legal staff can advise the City on legal requirements relating to vacant property registry issues and work with staff to develop registration compliance and enforcement strategies.

All these services are provided with no out-of-pocket expenses to the City. Costs are recovered through a fee sharing and contingency fee agreement.

Here's how our support team drives satisfaction and compliance:

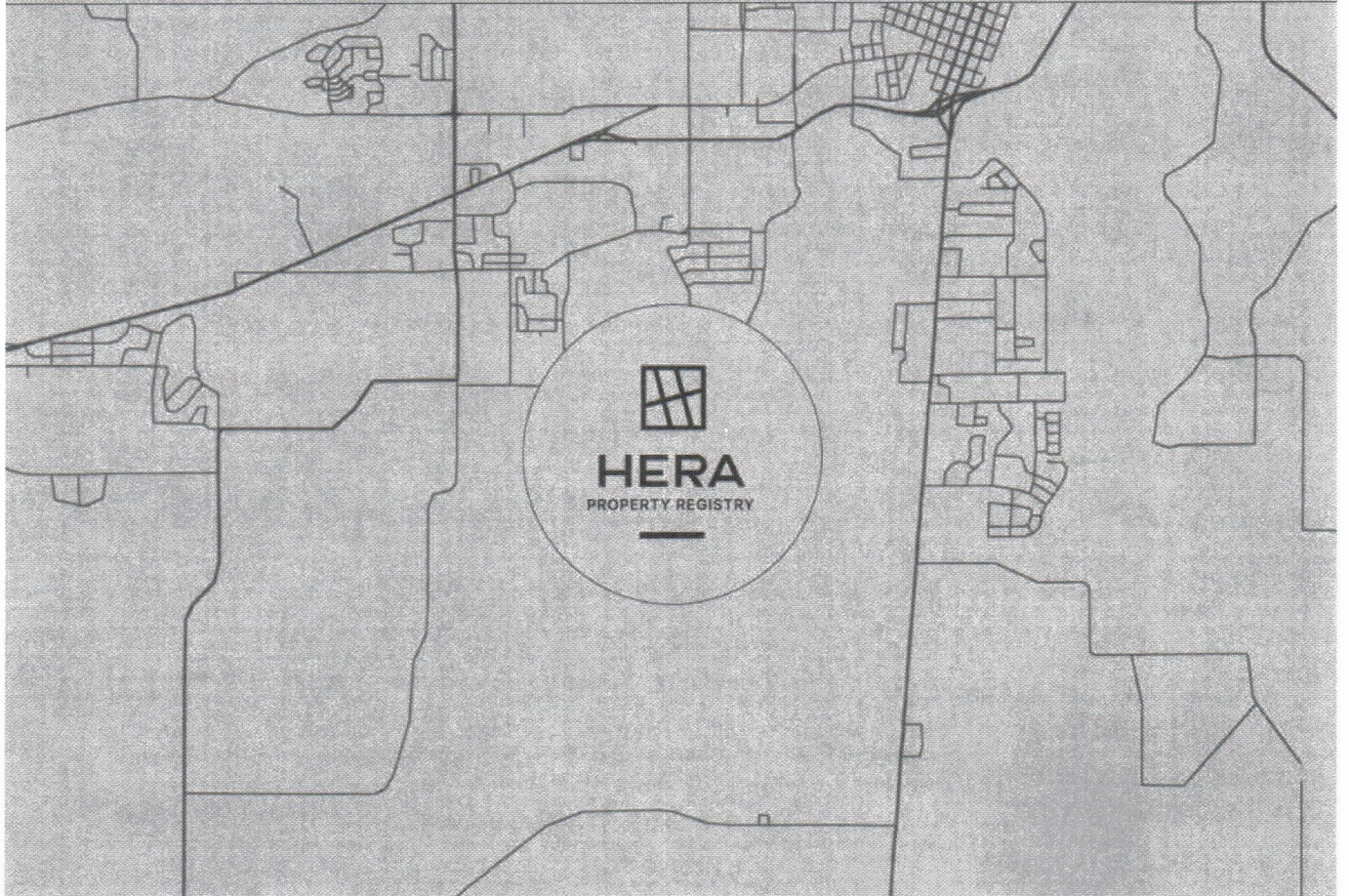
1. We provide caring, one-on-one service based in compassion and confidence.
2. Our goal is to make our customers feel heard, respected, and helped as efficiently as possible.
3. We build real rapport with customers while increasing their knowledge about fighting blight in their community.
4. We ensure that you get the information you need, when you need it.
5. We're upbeat, enthusiastic, and we care!

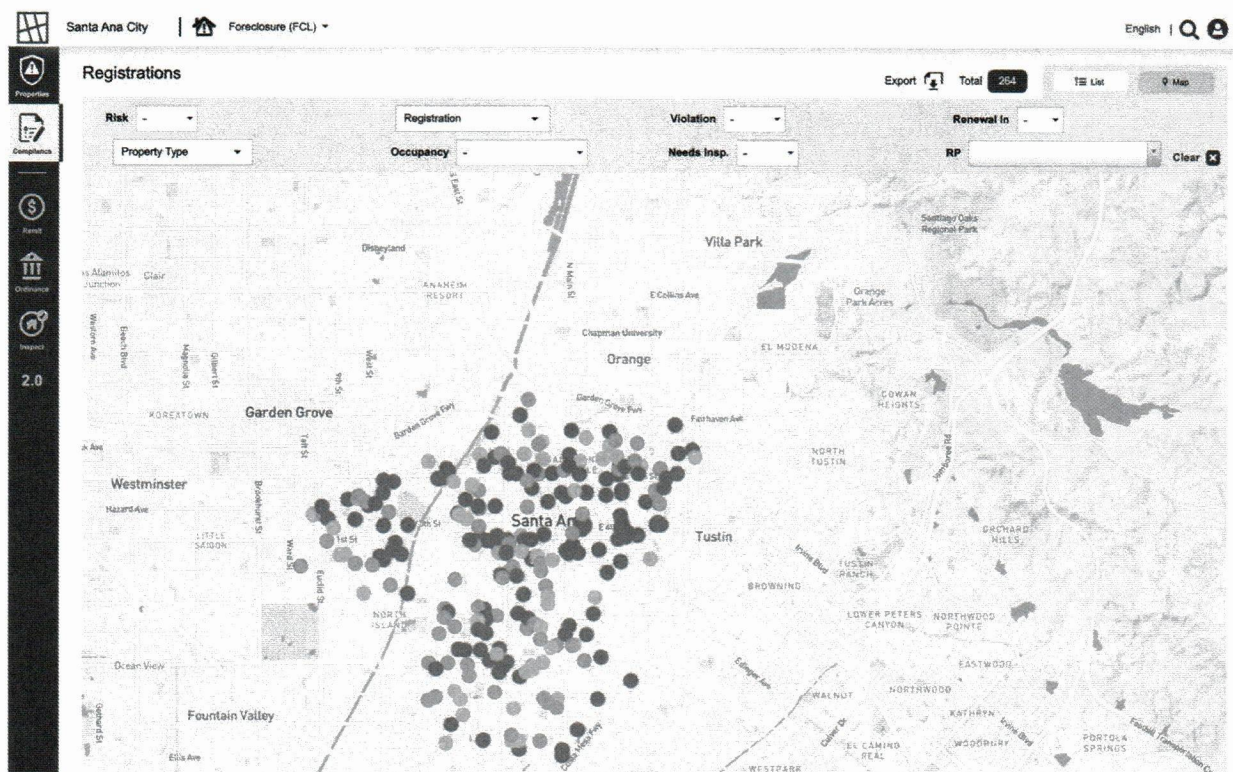
Hera Customer Success Provides Hands-On Assistance:

1. We provide onboarding training of City staff, and for new staff as necessary.
2. We provide training to mortgagees, servicers, and their registrants to facilitate an intuitive and simple registration process.
3. We can attend City work sessions on foreclosure and real property registration trends and related issues.
4. We participate in real property registration-related events and meetings when requested.
5. We provide reports and assist in preparing real property registration-related presentations when requested to the City and other groups.
6. We work closely with code enforcement to ensure high compliance rates and adherence to all legal requirements.
7. We promptly respond to the City's FOIA requests.



**HeraRegistry.com Website
Government Access Views**





Map View

This is the view that you will be greeted with when first logging in. This page represents your as well as the location of vacant and foreclosure properties.

This page also includes navigation icons on the left, a search bar and filters at the top, and your to set any particular screen view as your Homepage.

Additionally in the top right, there is an icon to view the map data as a list.

The image shows a screenshot of the 'List View' in the HERA Property Registry. The interface is similar to the Map View, but the main area displays a table of property registrations. The table has columns for Registration, Risk Type, Parcel, Address, Property Type, Started, Balance Due, Renewal Date, and Owner. The top navigation bar and filters are the same as in the Map View. In the top right corner, there are links for 'Export', 'Total: 264', 'List', and 'Map'.

Registration	Risk Type	Parcel	Address	Property Type	Started	Balance Due	Renewal Date	Owner
●	FCL	00107123	2121 N SPRUCE ST	Residential (1-4)	05/07/2021	\$2,508.85	01/01/2025	Mr. Cooper
●	FCL	00107301	2141 N POPLAR ST	Residential (1-4)	02/05/2018	\$0	01/01/2025	CitiBank NA
●	FCL	00107405	2125 N HESPERIAN ST	Residential (1-4)	01/29/2024	\$0	01/01/2025	Fifth Third Bank
●	FCL	00109202	2143 N ALONA ST	Residential (1-4)	02/27/2019	\$0	01/01/2025	US Bank NA as Trustee
●	FCL	00118311	2134 N TOWNER ST	Residential (1-4)	05/23/2019	\$0	01/01/2025	US Bank NA as Trustee
●	FCL	00123105	1009 W RIVER LN	Residential (1-4)	01/14/2023	\$0	01/01/2025	Wells Fargo Bank NA
●	FCL	00129324	1522 W RIVER LN	Residential (1-4)	07/03/2023	\$1,328	01/01/2025	Pretium Partners
●	FCL	00207114	2325 HELIOTROPE DR	Residential (1-4)	03/13/2024	\$0	01/01/2025	US Bank Home Mortgage

Navigation Menu

The bookmarks on the left contain icons that will help you navigate to different views of the data of the data stored in the system.



This is the "Properties" icon. Clicking this allows you to navigate to properties properties at Risk, Pending, or Archive.



This is the "Compliance" icon. Clicking this allows you to navigate to Registrations, Registrations, Outreach, Exemptions, or Archive



This is the "Remit" icon. Clicking this allows you to navigate to remittance information for a particular remittance cycle or all payments.



This is the "Ordinance" icon. Clicking this allows you to review your ordinance ordinance registration requirements.



This is the "Inspect" icon. This option is under construction for future implementation.

Compliance – Registrations

Zoom into a property from map view or search a in the list view and click on to view the property and contact details.

Zooming in from the map view until the dot shows green will allow you to hover and display the basic contact information and allow you to click to the property page.



Property Details Page

The property details page houses all the information pertaining to the provided registration property. Under the property address block, you will see the status, and following tabs: Overview, Transactions, and Inspections.

The Overview is the default page when opening a property. This will show the most recent registration containing the expiration date of the registration, current mortgagee, start date of the registration, by the mortgagee, and any outstanding balances. Under this section on the left will be the history of pertains to registrations, inspections, and automated data collection.

City of Jacksonville | Foreclosure (FCL) | English | Search

Registration Detail

13889 WILD HAMMOCK TRL, JACKSONVILLE, FL 32226

1043003466 (FLJUN00158179)
81-100 38-1N-078, 32 EAGLES HAMMOCK UNIT 3 LOT 108

FCL Active 900 Days

US Bank NA As Trustee
Outreach | Passed

Registered

No Property Violations

FCL STATUS
Pre-Foreclosure

Compliance
Owner Occupied

RP INSP
N/A

GOV INSP
N/A

Organization: US Bank NA as Trustee | Address: 60 Lexington Ave (Said Paul, MN 55107) | Contact Name: Compliance | Email: SFMarketingResearch@usbank.com | Phone: 857-495-4253 | OTR: ☐

DMT - OTR | DMT

Organization: Rushmore Loan Management Services LLC | Address: 1351 6TH ST, ROCKFORD, IL 61104 | Contact Name: PEREZ-MOJEL | Email: PropertyPreservation@rushmore... | Phone: 949-341-6001

AMS - OTR | AMS

Organization: Safeguard Properties Management LLC | Address: 7887 Safeguard Cir, Valley View, OH 44125-6742 | Contact Name: Compliance Contact | Email: Proctercorp@safeguardproperties... | Phone: 800-852-4306 ext 408

PM

Summary | Outreach | **Registrations** | Payments | Inspections/Violations | Reports

2.0 Community | Actions

#	Risk	Risk Status	Start	End	DMT/Owner	Bankruptcy Status	Balance Due	Outreach Status	
2	FCL	Active	06/16/2022		US Bank NA as Trustee	N/A	\$0	Passed	View Detail
1	FCL	Ended	05/02/2014	02/25/2020	Wells Fargo Bank NA	N/A	None	N/A	View Detail

Date	Type	Description	Document	Outcome
06/05/2023	Compliance Outreach			Delivered
06/02/2023	Payment	Statement - Paid		Reconciled
06/02/2023	2.0 RP Update	FCL INSP		Update [OTR 2]
06/02/2023	2.0 RP Update	FCL INSP		N/A
06/02/2022	Review			Completed
06/02/2022	Payment	Statement - Paid		Remitted
06/21/2022	Review			Completed

Payment Remittance

Remit Icon - Cycle

Santa Ana City | Foreclosure (FCL) - English |  

Cycle Export  Total **2** 

Date Range From To Clear Remitted Show All Clear 

# Cycle	Cycle	Not Remitted	Remitted Generated On	Remitted Amount	# of Payments	Download
		\$21,124			17	
#66	From 07/01/2024 to 07/31/2024		08/01/2024	\$18,668	15	New
#65	From 06/01/2023 to 06/30/2024		07/12/2024	\$8,596	12	New

The Remit tab is broken into 2 categories with the first being the Cycle Section. The Cycle section covers the payments made within a monthly cycle, showing the number of payments made and the total amount remitted.

This data is readily available for download of each monthly report or export of all reports.

The 2nd Remit category is the Payment section. This section will provide more in-depth coverage and details of payments made in a specific time frame. You can select the individual payments for Reference number, fee amount, and more details. To see the individual property and registration listing, Click on the Go to Detail link.

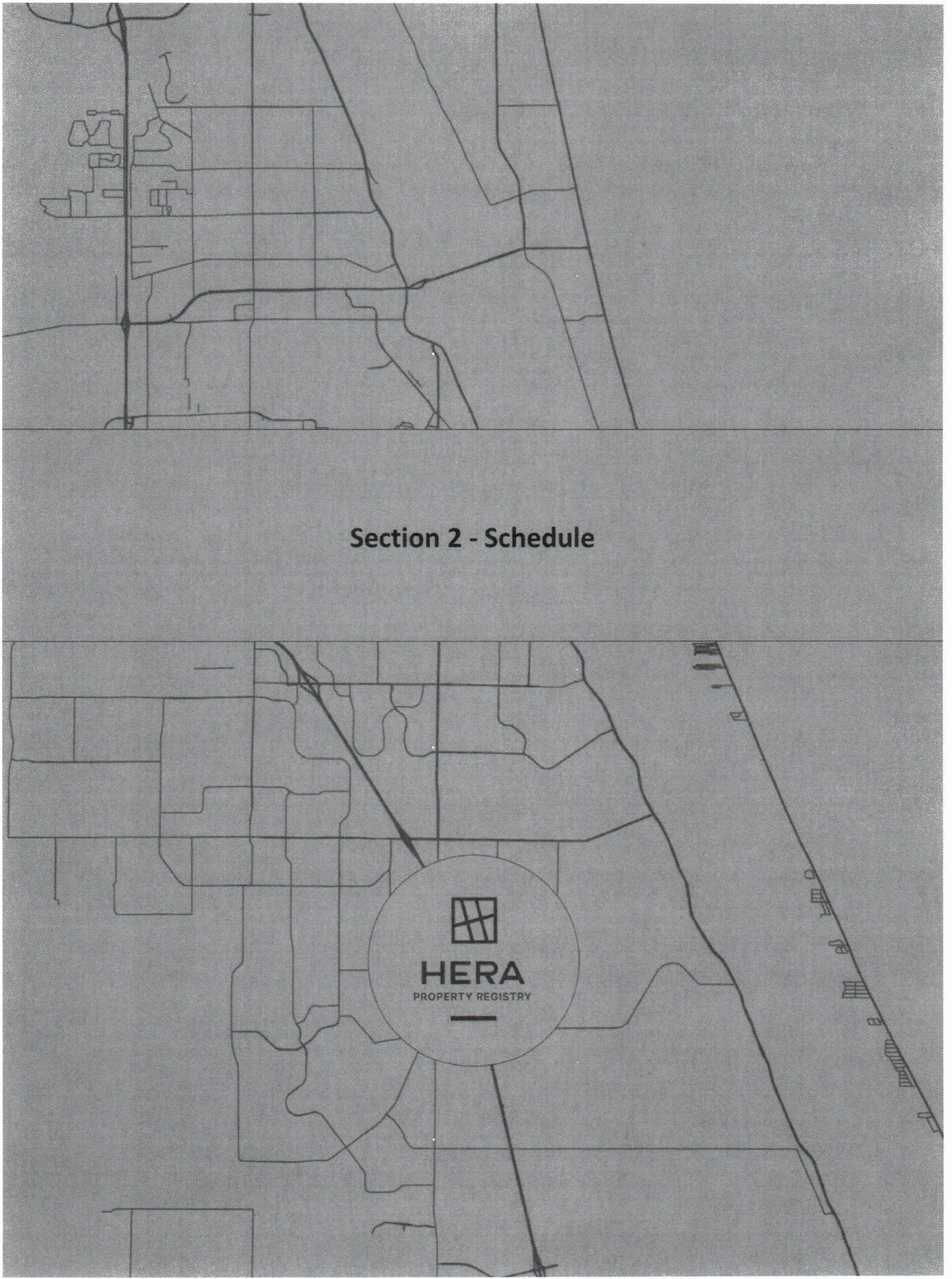
Santa Ana City | Foreclosure (FCL) - English |  

Payments Export  Total **39** 

Change to Remittance Cycle 

Applied Date From To Risk Search Type Show All Status Show All Clear 

Payment ID	Status	Risk	PRO ID	Address	Payment Type	Total Applied	Applied	Reconciled	Remitted On	Community Remitted	Reversed
P2-62244-1	Reconciled	VPO	CAORAN00415751	1818 N GRAND AV	Check	\$1,328	08/16/2024	08/20/2024		\$0	
P2-62245-1	Reconciled	VPO	CAORAN00415751	1818 N GRAND AV	Check	\$1,328	08/16/2024	08/20/2024		\$0	
P2-62246-1	Reconciled	VPO	CAORAN00415748	1750 N GRAND AV	Check	\$1,328	08/16/2024	08/20/2024		\$0	
P2-62247-1	Reconciled	VPO	CAORAN00415748	1750 N GRAND AV	Check	\$1,328	08/16/2024	08/20/2024		\$0	
P1-2779516-1	Remitted	FCL	CAORAN00002438	955 N FAIRBROOK LN	Check	\$1,328	06/28/2024	06/30/2024	07/12/2024	\$1,228	
P1-2823209-1	Remitted	FCL	CAORAN00006036	1222 W PINE ST	Check	\$1,328	06/24/2024	06/30/2024	07/12/2024	\$1,228	

An aerial photograph of a coastal region, likely in the UK, showing a grid of property boundaries. A circular logo is overlaid on the map, containing a stylized 'H' and the text 'HERA PROPERTY REGISTRY'. The logo is positioned in the lower-middle part of the image, over a road or path. The coastline is visible on the right side of the image.

Section 2 - Schedule

Fee / Pricing Schedule – Exhibit C Schedule of Compensation

Services are provided with no out-of-pocket expenses to the City. Payment processing and registration payments flow directly to HERA. Registration accounts are posted with payment data within our system. HERA retains \$100 of each registration fee collected, and 20% of all penalties and late fees. We will remit all registration fees collected monthly in accordance with City requirements, with the payment due by the fifteenth (15th) day of the month following collection of the fee. We will work with the City to establish an acceptable process for financial remittance and auditing.

We will collect and remit all registration fees in accordance with City and state requirements. HERA's integrated payment processing accepts payment using ACH/EFT, debit, or credit card, and paper check payments are also accepted. Importantly, HERA is NACHA and PCI compliant. HERA maintains full financial records which shall be made available for audit by the City upon request.

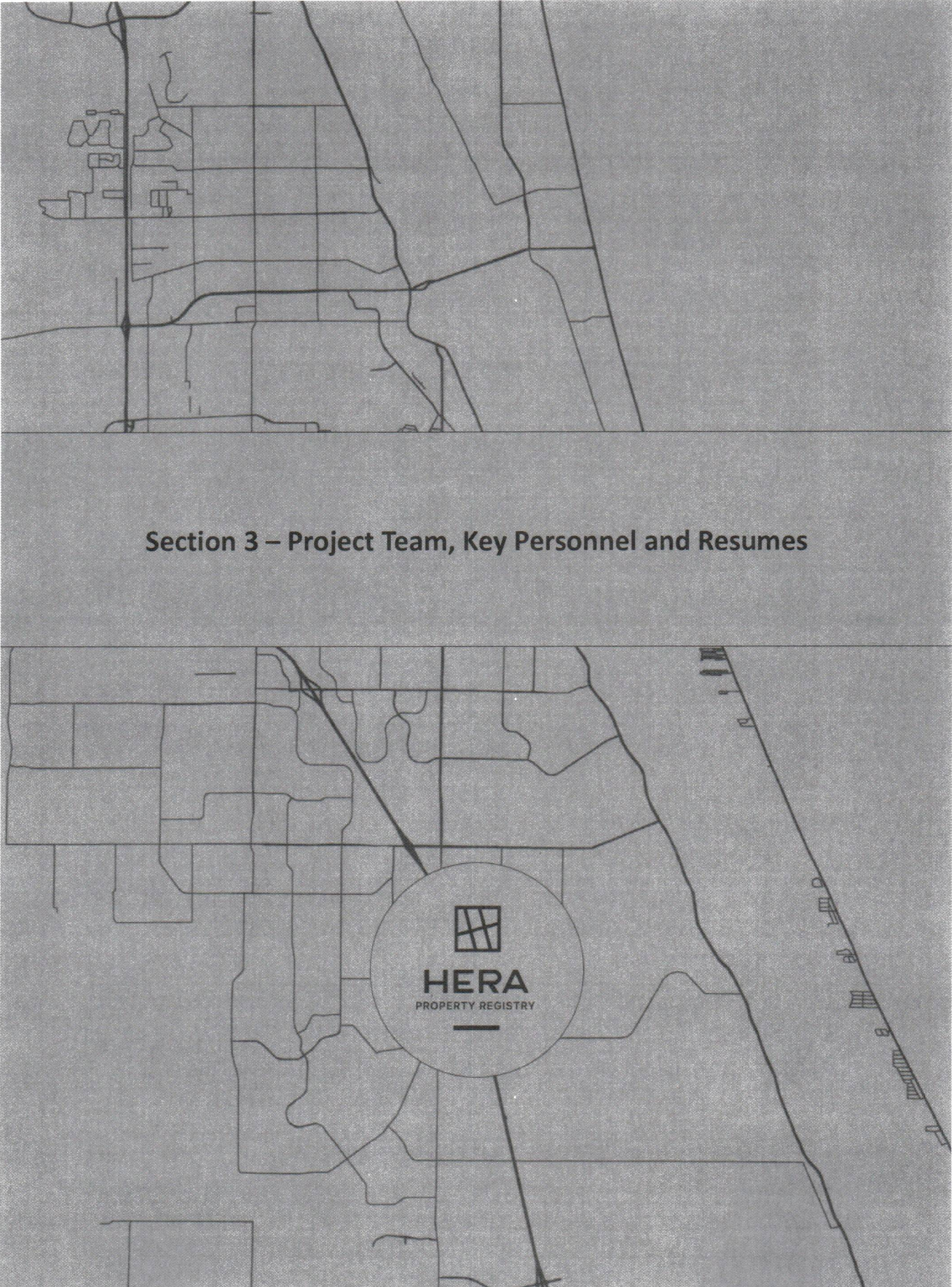
Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire County, the fee shall be divided equally between all communities partnered with HERA within the County at that time. If there is a change in the number of communities partnered with HERA in the County during the contract period, the County public record access fee will be adjusted accordingly to maintain an even cost-sharing by all communities within the County.



Time Schedule – Exhibit D Schedule of Performance

HERA anticipates that it will take up to forty-five (45) days to customize and onboard the City's foreclosure registration platform. It is anticipated that HERA will begin to notify responsible parties of their obligation to register immediately upon completion of the City's integrated registration platform. Initial remittance of registration fees to the County will be expected sixty (60) days after award of the contract.

- 30 days from award of the contract to integrate assessor and property data
- 7 days from receipt of information to integrate existing registrations received by the City
- 60 days from award of the contract to integrate applicable foreclosure data
- 60 days from award of the contract for the City's first registration fee remittance

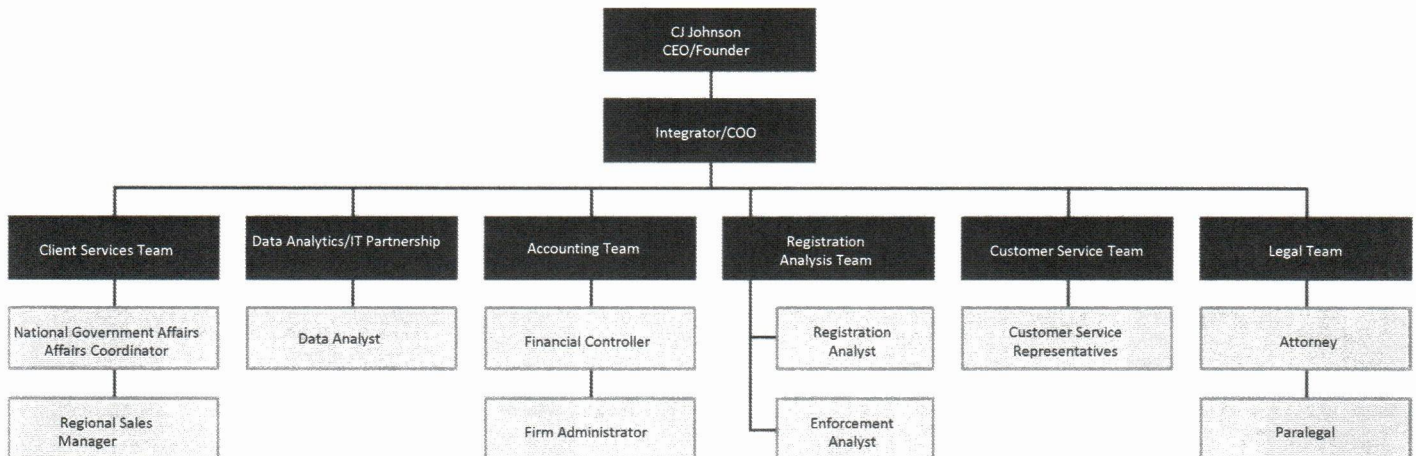
The background of the page is a grayscale map of a city grid. The map shows various street layouts, including a prominent grid in the upper left and a more irregular pattern towards the bottom right. A circular logo is centered in the lower half of the page, overlapping the map. The logo contains a square icon with a cross-like pattern, the word "HERA" in a bold sans-serif font, and the words "PROPERTY REGISTRY" in a smaller font below it. A horizontal line is positioned at the bottom of the circular logo.

Section 3 – Project Team, Key Personnel and Resumes

f. Information about Personnel

HERA is located at 1917 S. Harbor City Blvd., Melbourne, Florida, and is responsible for providing registration software, software support and training, online registration, reporting, and customer service. We currently have 12 employees and contractors working with us with a combined 75+ years of combined experience in providing property registration services across the country.

Organization Chart



Hera Staff



Clifford "CJ" Johnson
Founding Partner / President / CEO

CJ Johnson is one of the country's most experienced attorneys in foreclosed and vacant property registration compliance. CJ is based in Melbourne, Florida and is the founder and CEO of Break Point Law, LLC and Hera Property Registry, LLC. CJ helps lead the company's vacant and vacant and foreclosure property registration and enforcement practice. He founded HERA for the specific purpose of providing representation to local governments for foreclosure and vacant and vacant property ordinance issues. CJ has established relationships with hundreds of mortgagees and mortgagees and servicers, compiled a database of the best contacts within these organizations, and has organizations, and has recovered millions of dollars on behalf of local governments for unpaid property unpaid property registration fees and civil penalties.

**Stan Urban**

National Government Affairs Coordinator / National Sales Manager

Stan Urban is HERA's National Government Affairs Coordinator and National Sales Manager. With over 20 years of experience as an elected municipal official, a municipal administrator, and an Illinois Exclusive Lobbyist, Stan has assisted in developing blighted property registration programs for numerous municipalities.

**Kevin Sidella**

National Municipal Consultant / Regional Sales Manager for PA

Kevin Sidella is HERA's National Municipal Consultant and has over 20 years of municipal experience. Kevin has personally introduced property registration programs to over one hundred municipalities across the country.

**Scott Blasie**

Government Affairs Consultant

Scott is an experienced Relationship Director with a demonstrated history of working with Government staff and elected officials. His skilled Customer Service background and 27-year tenure in Public Service as a Code Enforcement Director give him the insight needed to mentor our team as it fosters ongoing relationships with current community partners and prospective partners. Scott guides the team to ensure the highest level of service through regular touchpoints with the community, effective communication and reporting and team collaboration.

**Tracey Howarth**

Director of Community Strategy & Planning

Tracey Howarth has a long history in building and leading high-performing, results-driven teams. Tracey worked with staff and local government officials to develop and execute the Vacant & Abandoned Property program, then added responsibility of managing the Building & Construction Department. As part of the HERA team, Tracey connects with local leaders to share the many benefits of our product portfolio and assists in creating marketing material to be used as presentation tools, communication resources and social media messaging.

**Eileen Hornbake**

Enforcement Analyst / Paralegal

Eileen Hornbake is HERA's Enforcement Analyst and Break Point's paralegal. Eileen acts as our legal liaison with the community and oversees the Registrations Analysis team. Eileen supervises foreclosure and vacant property research, registration monitoring and compliance, legal compliance, and all matters involving administration of the property registration program. Eileen has over 25 years of experience as a paralegal and has helped to grow Break Point Law and Hera through enforcement of property registration ordinances and registration compliance.



Vivian Tordeau
Registration Analyst / Customer Service Specialist

Vivian Tordeau has over 10 years of experience working with local governments and assists our Customer Service team with municipal compliance and enforcement. Vivian ensures that all registrations comply with community requirements, performs outreach to mortgagees, servicers, and their registrants, and oversees quality control for property data in the registry.



Christine Urriquia
Financial Controller

Christine Urriquia is our Team's Financial Controller. She has 6 years of experience in the field of Finance and Accounting and has worked with multiple industries in Investments, Real-Estate, Legal, and Information Technology sectors from the Philippines and United States. Christine oversees the daily accounting including the Accounts Payable, Accounts Receivable, Payroll, Cash Flows, and supervises the reconciliation and reporting of Community Remittances. Christine also provides financial analysis to support internal decision making.



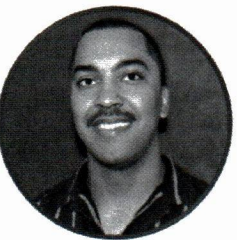
Dawn Johnson
Firm Administrator

Dawn Johnson is Hera's Firm Administrator. Dawn assists our finance team processing registration payments and reporting, provides administrative support for our sales team, and assists in managing payroll and benefits administration. Dawn comes to us with business management experience in the food service industry, managing personnel, vendors, bookkeeping, and payroll.



Jorel Sabado
Data Analyst

Jorel Sabado has over 4 years of experience working in the property registration services market with a focus on building relationships and creating effective solutions to assist communities through their vacant and foreclosure property registrations. His primary objective is to ensure all parties involved understand the importance of the registrations and their direct impact on creating better communities.



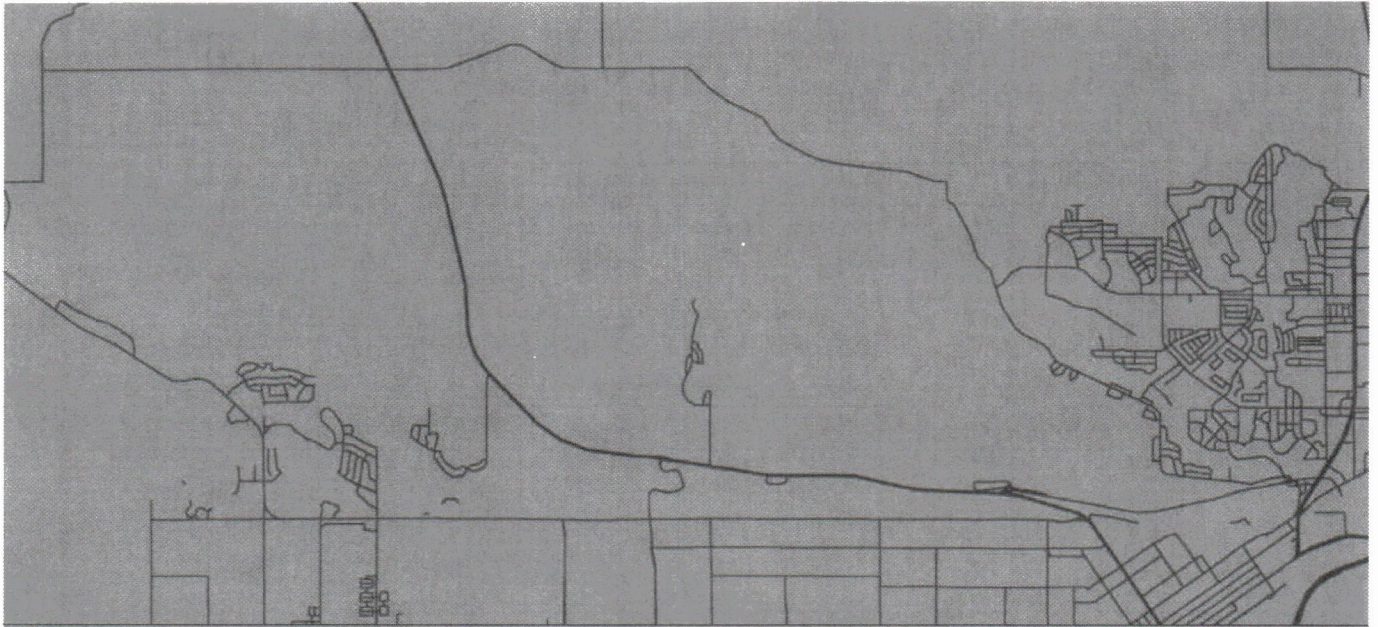
Tyler Jackson
Customer Service Team / Sales Support and Municipal Liaison

Tyler Jackson has over 7 years of experience in the mortgage compliance industry, where he has developed a deep expertise in liaising with mortgage servicers, city officials, and registrants. His role has involved ensuring regulatory adherence and fostering effective communication between various stakeholders.

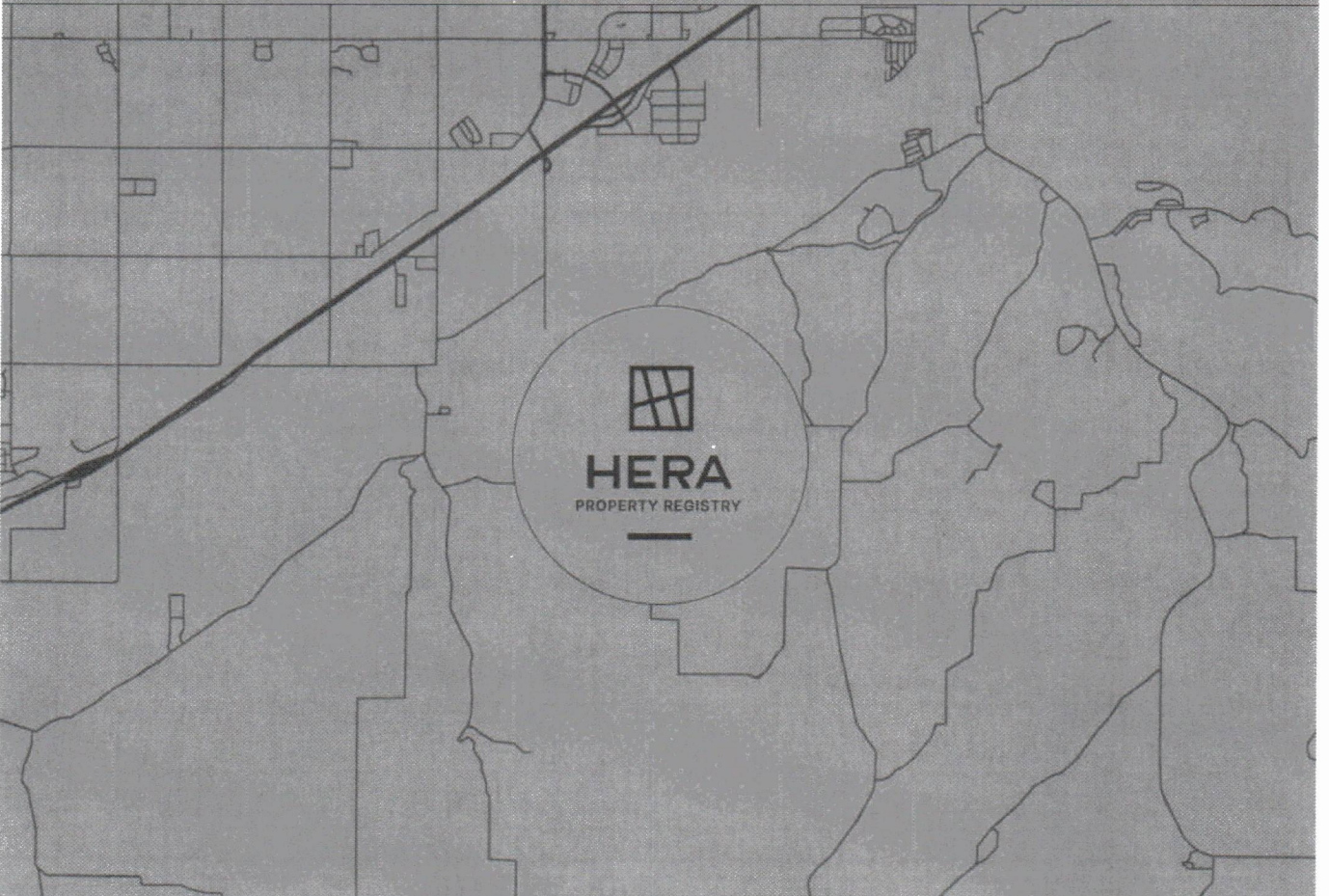


Laurie Edwards
Municipal Compliance and Enforcement Liaison

Laurie brings over eight years of experience in real estate transactions, with five years specializing in property valuations and three years in property registration. She supports our Customer Service team by facilitating municipal compliance and enforcement efforts, ensuring that registrants have the necessary guidance and information to register properties in full compliance with local ordinances.



SECTION 4 – Company Qualifications





Brief History and Description

HERA is located at 1917 S. Harbor City Blvd., Melbourne, Florida, and is responsible for providing comprehensive foreclosure registration services, including online registration, data collection and analysis, support and training, reporting, and customer service. HERA started branding last year and was the registration arm for Break Point Law which was established in 2018. We are the only vendor that has experience working with registries that are similar in scope (foreclosure) and size to the City. We currently have 20 employees and contractors working with us with a combined 75+ years of experience administering property registration programs, specifically foreclosure registration, for communities across the country.

CJ Johnson, HERA's CEO, has worked with many municipalities across the country developing best practice real property registration ordinances and programs and is one of the most experienced real property registration attorneys nationwide. Through our work with real property registration programs, we have developed an extensive database of over 8,000 responsible parties including mortgagees, trustees, mortgage servicers, and property servicers. As an attorney and founder of Break Point Law, CJ has conducted tens of thousands of code enforcement hearings for real property registration violations.

One-of-a-Kind Software Platform

HERA offers a user-friendly online registration system, designed with a straightforward government user interface that local staff will find intuitive and simple to navigate. The platform ensures the timely provision of real property foreclosure information, with a nightly update for data uploads to the registry. Hera uses multiple data sources to identify all properties in the City that have an obligation to register and provides all relevant information required by the City's ordinance. Using their proprietary software, HERA provides a web-based electronic registry and fee payment system for property registration, collection of registration fees, tracking of properties with obligations to register, updating information, and reporting tools. All registration data is analyzed against existing data and approved and updated daily. HERA integrates data from all sources into one comprehensive registration database.



Experience With Foreclosure Data In Particular

Hera's high frequency mining system analyzes every foreclosure listing and associated filings nationwide nightly, including initial filings, foreclosure judgments, assignments of mortgage, various types of deeds, and transfers in ownership. This system will be analyzing foreclosure and associated property activity for the City nightly and will capture a record of every foreclosure case since the ordinance effective date. We record whether the listing is active and include all information in the filing including the property address, trustee, servicer, mortgagee, property preservation company, and most importantly any assignments of mortgage and deeds that either end the obligation or send the property to REO status. Our artificial intelligence engines then categorize changes as either active or ended obligations to register. The result is a holistic view of foreclosure activity for each individual property.

Utilizing HERA's user-friendly platform in combination with CJ Johnson's extensive experience in enforcing foreclosure registration ordinances, we guarantee the City access to the most current and accurate foreclosure data available. It is essential to acknowledge the unique nature of foreclosure property data, as responsible parties change throughout the foreclosure process. There's a major difference between experience with running a foreclosure registration program and experience running any other type of property registration program. Backed by the legal experience of providing evidence to ensure conviction of code enforcement violations, HERA provides the most accurate and thorough information possible.

HERA is currently contracted with 184 local governments for foreclosure and vacant property registration and/or enforcement, including Santa Ana, CA. The remainder of our contracts are with communities in other states such as Delaware, Florida, Illinois, Michigan, New Jersey, New York, Ohio, and Pennsylvania. These contracts are ongoing. Please see current client list and letters of reference attached.

Distinction Between Foreclosure Property Registration and Short-Term Registrations

Foreclosure property registration involves a complex and detailed process, significantly different from short-term or general registrations. Unlike short-term registrations, which typically involve straightforward, time-limited data entry and management, foreclosure registrations require comprehensive oversight due to their extended duration and multi-faceted nature.

Extended Timeline: Foreclosures involve a series of intricate stages over a longer period, including legal filings, court proceedings, and multiple documentation requirements. Our system is designed to handle these prolonged processes with precision and reliability.

Legal and Administrative Complexity: The foreclosure process is governed by a myriad of regulations and legal requirements that vary by jurisdiction and case. Effective management requires specialized knowledge to navigate these complexities, ensuring compliance and accuracy.

Hera is the only property registration company who is solely focused on foreclosure registration and the tracking of this data.

Section 5 - References





Section 5. Hera's Relevant Experience

Five Public Agency References

City of East Peoria, IL

Ty Livingston

Planning & Community Development Director

Tylivingston@cityofeastpeoria.com

Phone: (309) 427-7623

City of Apopka, FL

Capt. Steve Brick

Captain, Director of Code Enforcement

Swbrick@Apopka.net

Phone: (407) 703-1771

City of Jacksonville, FL

Robert Ownby

Housing Property Administrator

Rownby@coj.net

Phone: (904) 255-8283

Borough of Baldwin, PA

Robert Firek

Borough Manager

rfirek@baldwinborough.org

Phone: (412) 882-9600 ext. 1707

City of Erie, PA

Chuck Nelson

City Council President

cnelson@erie.pa.us

Phone: (814) 449-4582

township of wayne

OFFICE OF THE TOWNSHIP CLERK
475 Valley Road
Wayne, New Jersey 07470-3586
Website: www.waynetownship.com
Phone: (973) 694-1800 Ext. 3207, 3208
Fax: (973) 709-1524

Paul V. Margiotta, RMC, CMC, MMC, CPM
Township Clerk
Certified Public Manager

November 11, 2024

Hera Property Registration
1917 S Harbor City Blvd
Melbourne FL 32901

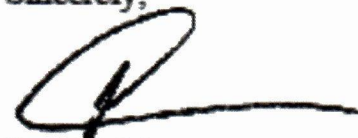
To whom it may concern:

Hera Properties has been very effective and timely in locating vacant and foreclosed properties within Wayne Township. The up-to-date contact information they gather is invaluable to our Zoning Officer and Property Maintenance Officer. The mapping of the properties helps us identify potential clusters of vacant properties, so our Police Department can provide extra attention if needed.

They have been very responsive, and we continue to see excellent results every month from the efforts they put forth to locate these properties.

It has been a pleasure working with Hera Property Registry.

Sincerely,



Paul V. Margiotta
Township Clerk

Follow us on Facebook and Twitter



March 15, 2024

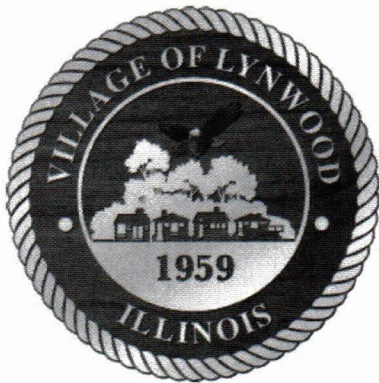
To Whom it May Concern:

Please allow this letter to serve as a recommendation of the services provided by the Hera Property Registry team. We have had a vacant and foreclosed property registration requirement at the City for a handful of years but last summer our service provider filed for bankruptcy. As a result, the City issued an RFP and selected Hera to restart this service. That transition was very easy to make and went better than expected. The Hera web portal is easy to navigate, and our program is back up and running.

Please feel free to contact me should you have any questions about our program and our experience with the Hera Property Registry team.

Sincerely,

Ty Livingston, Director



Village of Lynwood, IL
21460 Lincoln Highway
Lynwood, IL 60411
(708) 758-6101

May 29, 2024

Hera Property Registry, LLC
Attn: Stan Urban
1917 S. Harbor City Blvd.
Melbourne, FL 32901

Stan,

It has been a pleasure thus far working with Hera Property Registry. They have always been very informative and helpful when needed. I have submitted several requests to them, and they were able to resolve the issues in a timely manner. I recommend using them to assist with managing foreclosures and/or vacant properties in your community.

Karen Wingfield-Bond
Village Clerk -Village of Lynwood



Bogdan Vitas, Jr.
City Administrator

619 16th Street
Moline, Illinois 61265

Office: 309.524.2005
Fax: 309.524.2005

Email:
bvitas@moline.il.us

June 10, 2024

Stan Urban
National Sales Manager
Illinois Registered Lobbyist
Hera Registry

Dear Mr. Urban,

On behalf of the City of Moline, I am pleased to extend our endorsement of Hera Registry. Over the past three months, Hera Registry has demonstrated effectiveness and efficiency in our collaborative effort to register vacant properties within our city.

From the outset, Hera Registry's team showcased a high level of understanding the challenges associated with managing vacant properties. Their strategic approach and diligent work have led to the successful registration of nearly 50 properties in a short timeframe. This achievement of Hera Registry significantly contributes to the revitalization and improved management of our community.

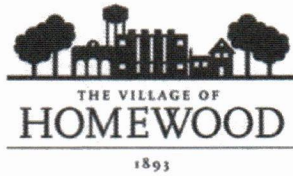
Hera Registry's ability to streamline the registration process and effectively communicate with property owners has been instrumental in reaching this milestone.

We greatly appreciate Hera Registry's partnership and the impact their work has had on our city. We look forward to continuing our collaboration and achieving even greater success in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Bogdan Vitas", with a stylized flourish at the end.

Bob Vitas
City Administrator
City of Moline



Village of Homewood
2020 Chestnut Rd.
Homewood, IL 660430
(708) 798-3000

May 31, 2024

*Hera Property Registry, LLC
Attn: Stan Urban
1917 S. Harbor City Blvd.
Melbourne, FL 32901*

Stan,

Homewood's partnership with Hera Property Registry has been a welcomed solution to our property maintenance efforts. Hera Property registry enabled Homewood to streamline its foreclosed and vacant property compliance program. The Hera Property registration program not only shares the registration fee with the municipality, but it also holds the owners and custodians of these vacant and/or foreclosed properties accountable, requiring them to register the properties. Using the registry and the property contacts that are provided, Homewood is able to appropriately cite those vacant and foreclosed properties that are not being maintained.

---Rich Hofeld, Village President – Village of Homewood, IL



**Department of Planning,
Zoning & Building**

2300 North Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Enforcement 233-5500
Contractors Certification 233-5525
Administration Office 233-5005
Executive Office 233-5228
www.pbcgov.com/pzb



**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

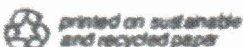
Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



Date: July 3, 2023

To: To Whom It May Concern

From: Aaron Maharaj, Fiscal Manager
Planning, Zoning and Building Department

RE: Request for Letter of Reference for Localgov LLC...

I am writing this letter to you as a recommendation for the contracted services provided by Localgov LLC. Palm Beach County has been working with Localgov LLC by using their services to manage the County's Mortgage Foreclosure Registration ordinance program since January 2023 and have met our expectations. They have been reliable and timely with requested information and their work has relieved the mortgage foreclosure registration workload requirements on the County's Code Enforcement Division while generating revenue and ensuring properties are in compliance.

Name of Community: Palm Beach County

Contact Name: Aaron Maharaj, Fiscal Manager

Contact Address: 2300 North Jog Rd., Ste 2W-27
West Palm Beach, FL 33411

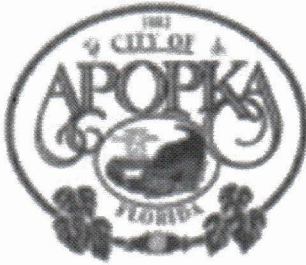
Telephone Number: (561) 233-5017

Email Address: amaharaj@pbcgov.org

Size of Project/Outcome: The size is based on the number of foreclosures and project is ongoing.

Please let us know if you have any questions.

Sincerely,



City of Apopka
Code Enforcement Section
Apopka Police Department
112 East Sixth Street
Apopka, Florida 32703
(407) 703-1738

September 27, 2022

To Whom it May Concern:

I am writing this letter to you as a recommendation for the services provided by CJ Johnson through Break Point Law, LLC. The City of Apopka has been working with CJ for enforcement of our foreclosed and vacant property ordinance since 2018. At all times, they have exceeded our expectations. They have always been reliable and timely with requested information and their accuracy has helped to streamline the process to ensure everything goes smoothly. Their work has relieved the load on our code enforcement office, while generating revenue and ensuring properties are in compliance.

We are pleased with their services and highly recommend using CJ and his affiliates for registration as well as enforcement of your property registration program. Please let me know if I can be of further assistance.

Sincerely,

Stephan W. Brick
Lieutenant
Support Services



LOWER PAXTON TOWNSHIP

Department of Community Development
Amanda Zerbe, Director

BRADLEY N. GOTSHALL,
Township Manager

LOWMAN S. HENRY, *Chairman*
ROBIN L. LINDSEY, *Vice-Chairperson*
CHRIS JUDD, *Secretary*
NORMAN C. ZOUMAS, *Treasurer*
PAUL W. NAVARRO, *Asst. Secretary/Treasurer*

To Whom it May Concern:

I am writing this letter to you as a recommendation for the services provided by CJ Johnson and his property registration team. Lower Paxton Township, Pennsylvania has been working with CJ and his team using their foreclosure registration software and enforcement services to manage our foreclosed and vacant property ordinance program. At all times, they have met or exceeded our expectations. Their work has relieved our load on the Code Enforcement office while generating revenue and ensuring properties are in compliance.

Name of Community: Lower Paxton Township, PA

Contact Name: Amanda Zerbe, Community Development Director/Zoning Officer

Contact Address: 425 Prince Street
Harrisburg, PA 17109

Telephone Number: (717) 657-5600 ext. 1128

Email Address: azerbe@lowerpaxton-pa.gov

Size of Project/Outcome: The size is based on the number of foreclosures and project is ongoing.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Amanda Zerbe", is written over a horizontal line.

Amanda Zerbe
Community Development Director

425 PRINCE STREET, HARRISBURG, PA 17109
717-657-5600 / FAX 717-724-8311
www.lowerpaxton-pa.gov

@LowerPaxtonTwp

@LowerPaxtonTwp

@LowerPaxtonTownship



THE CITY OF ERIE

OFFICE OF THE CITY CLERK

To Whom it May Concern:

I am writing this letter to you as a recommendation for the services provided by CJ Johnson and his property registration team. The City of Erie, Pennsylvania has been working with CJ and his team using their foreclosure registration software and enforcement services to manage our foreclosed and vacant property ordinance program. While working with them our City happened to go through a lot of turnover in our Planning Department, but their steady hand really helped implement the program well.

At all times, they have met or exceeded our expectations. Their work has relieved our load on the Code Enforcement office while generating revenue and ensuring properties are in compliance.

Name of Community: The City of Erie, PA

Contact Name: Chuck Nelson, City Council President

Contact Address: 626 State Street
Erie, PA

Telephone Number: (814) 449-4582

Email Address: CNelson@erie.pa.us

Size of Project/Outcome: The size is based on the number of foreclosures and project is ongoing.

Please let us know if you have any questions.

Sincerely,

ERIE CITY COUNCIL

Susannah Faulkner | Jasmine Flores | Ed Brzezinski | Michael Keys | Chuck Nelson | Mo Troop | Melvin Witherspoon

OFFICE OF THE CITY CLERK
626 State St. Room 104 | Erie, PA 16501-1 128 | lwatson@erie.pa.us

ph 814-870-1291
fx 814-870-1296



CITY OF EASTON

PENNSYLVANIA

Department of Planning & Codes
123 S 3rd Street, 3rd Floor
Easton PA 18042
610-250-6724
codes@easton-pa.gov

July 5, 2023

To Whom it May Concern:

I am writing this letter to you as a recommendation for the services provided by CJ Johnson and his property registration team. The City of Easton, Pennsylvania has been working with CJ and his team using their foreclosure registration software and enforcement services to manage our foreclosed and vacant property ordinance program. At all times, they have met or exceeded our expectations. Their work has relieved our load on the Code Enforcement office while generating revenue and ensuring properties are in compliance.

Name of Community: City of Easton, PA

Contact Name: Stephen Nowroski, Director of Codes/Planning & Zoning

Contact Address: 123 South Third Street
Easton, PA 18042

Telephone Number: (610) 250-6724

Email Address: snowroski@easton-pa.gov

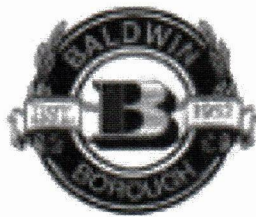
Size of Project/Outcome: The size is based on the number of foreclosures and project is ongoing.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen T. Nowroski".

Stephen T. Nowroski
Director



BOROUGH OF BALDWIN

E. John Egger, President
James Behers
Patricia Boyer
Denise Maiden

Marianne Conley, Vice-President
Erin Brown
Raymond Dee
David Depretis, Mayor
Robert T. Firek, P.E., Borough Manager

To Whom it May Concern:

Baldwin Borough has been working with CJ Johnson and his team using their foreclosure registration software and enforcement services to manage our foreclosed and vacant property ordinance program. I highly recommend the services provided by CJ and his property registration team. They have met or exceeded our expectations and are highly responsive to any requests for information. Their work has relieved the load on our Code Enforcement office, while generating revenue and ensuring compliance.

We have about 60 properties in our registry.

Please let me know if you need further information. My contact info is below.

Sincerely,

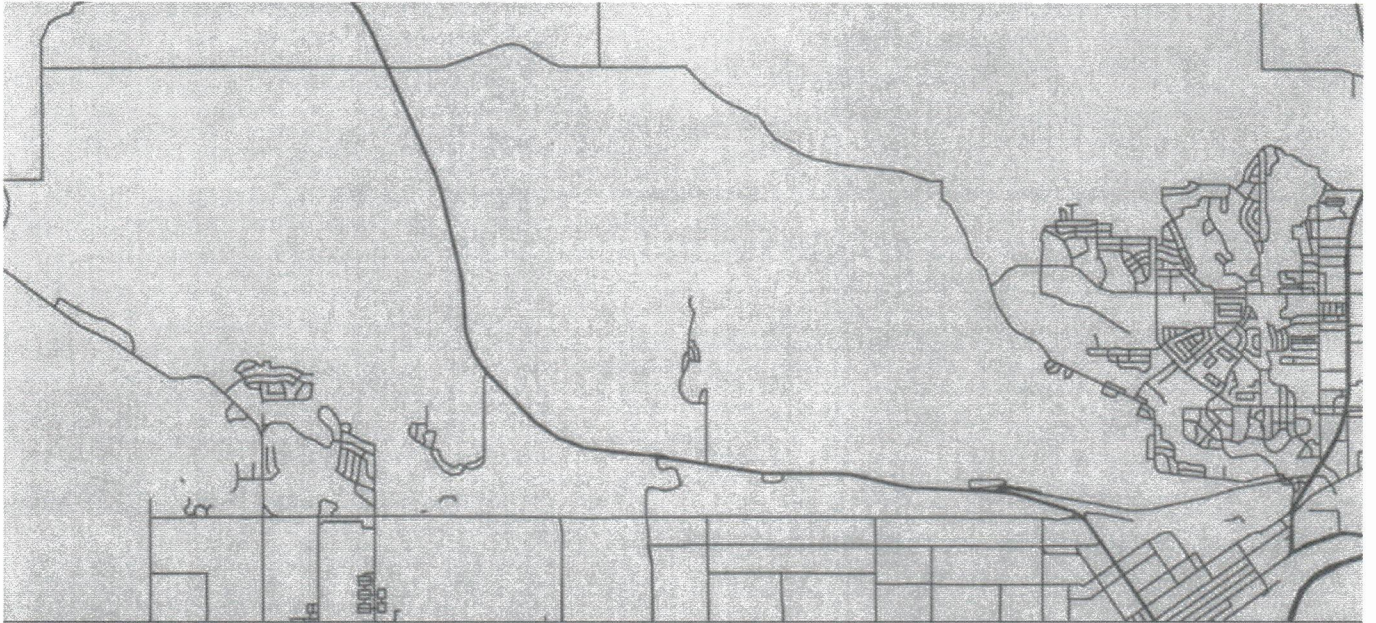
A handwritten signature in black ink, appearing to read 'R. T. Firek'.

Robert T. Firek, P.E.

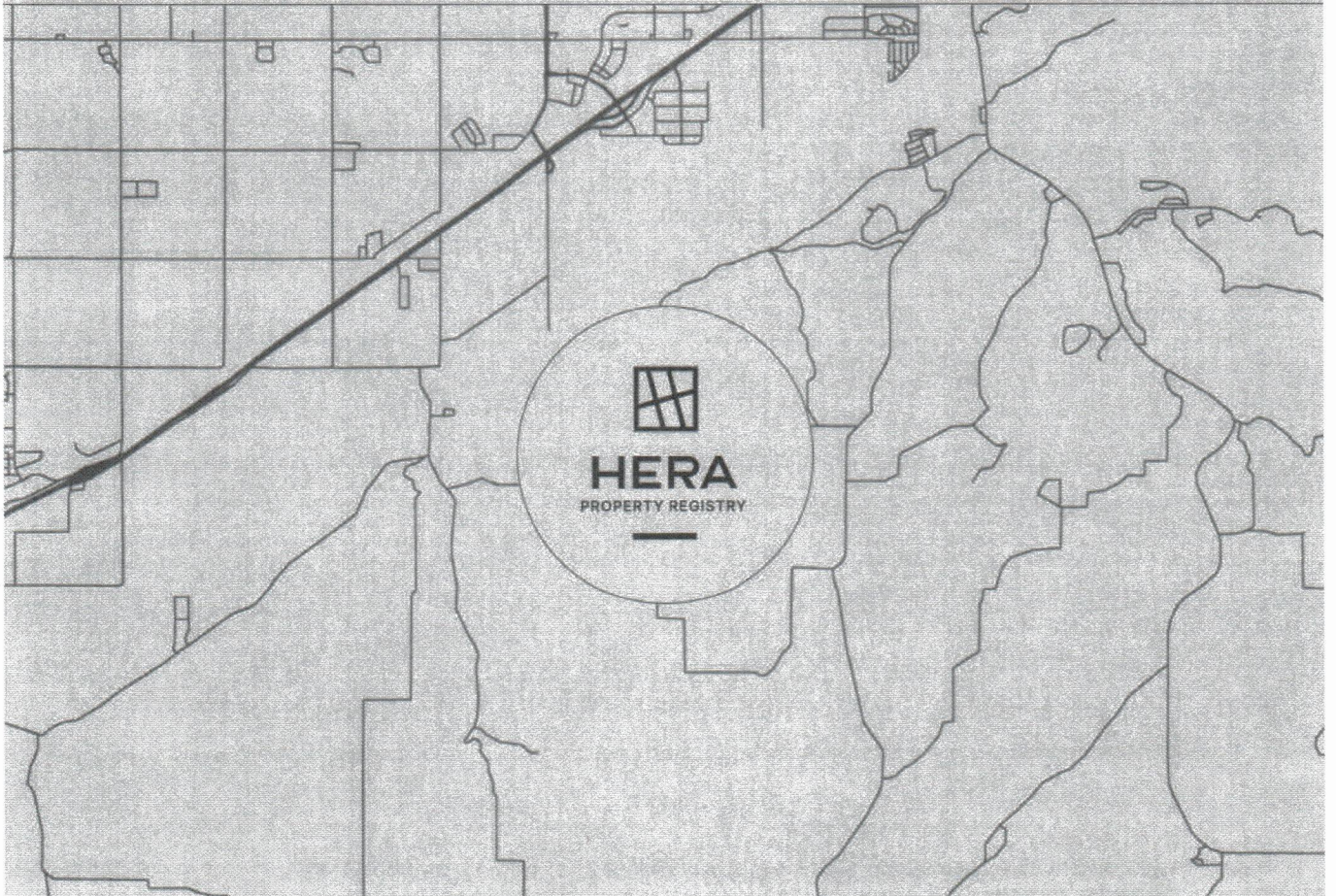
Borough Manager

Tel. No.: 412-882-9600 ext. 1707

Email: rfirek@baldwinborough.org

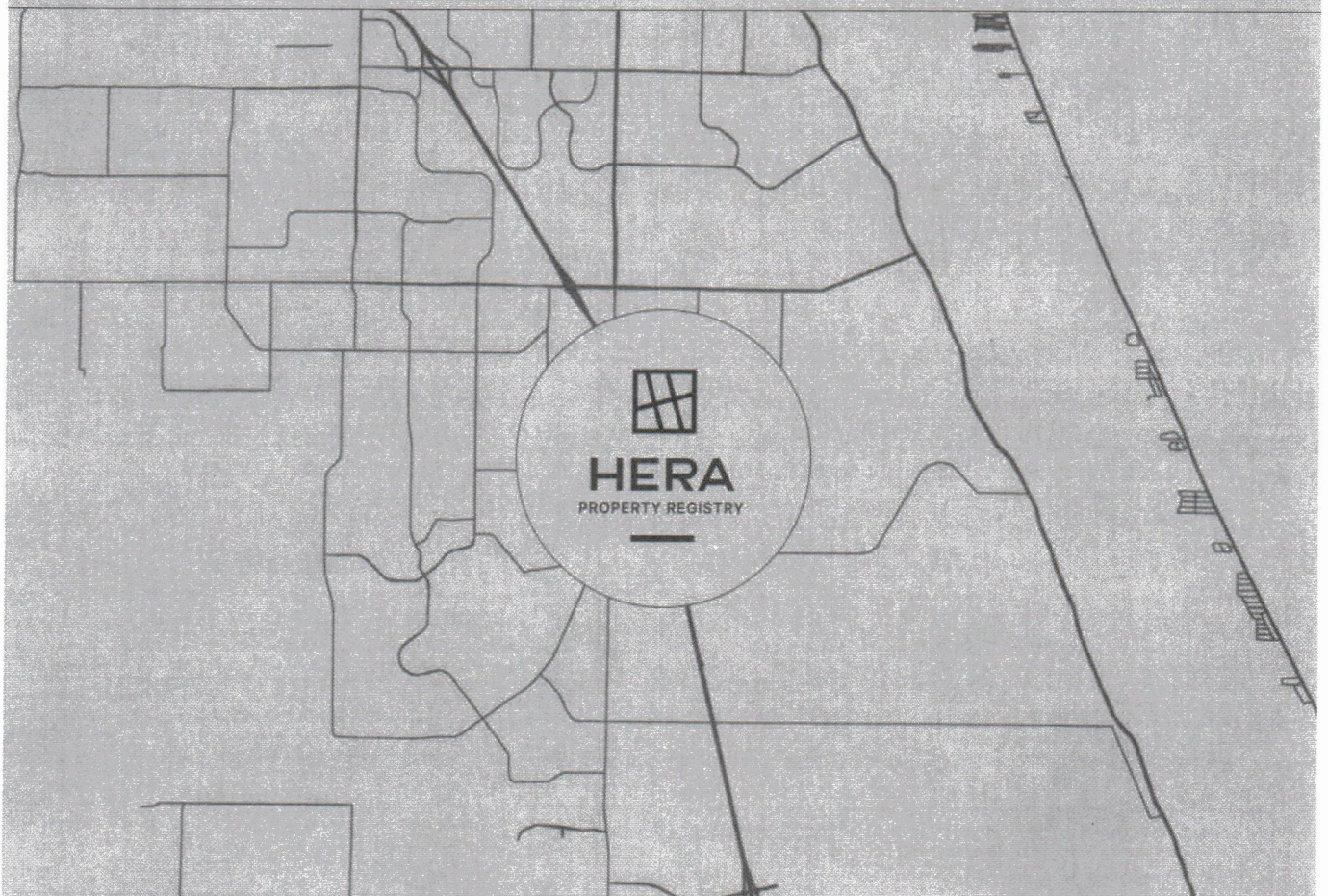


Section 6 – Statement for Standard Professional Service Agreement



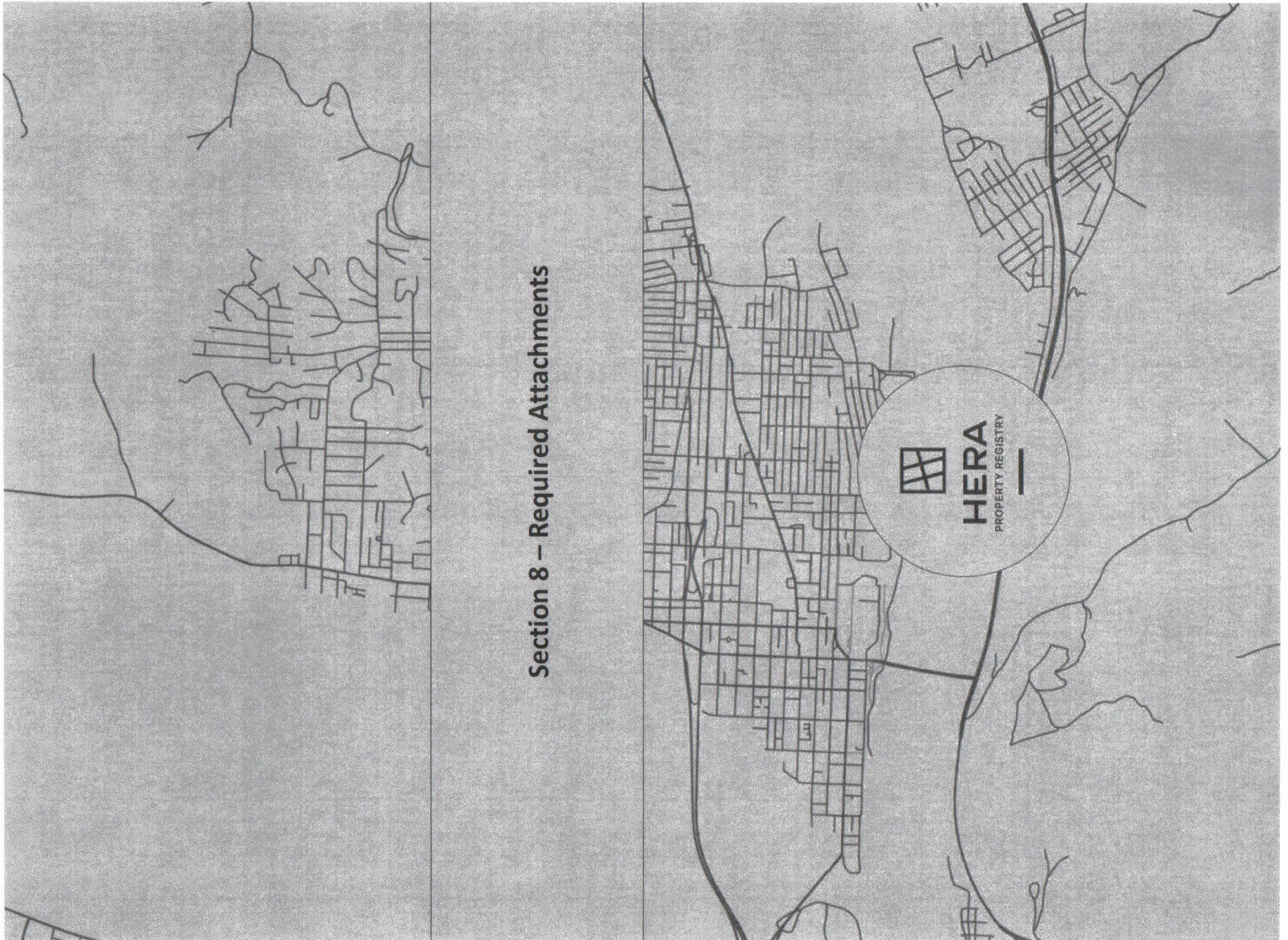


Section 7 – Addenda Acknowledgment



Addenda Acknowledgment

Hera Property Registry, LLC hereby acknowledges that no addenda have been issued for this RFP and submits same per the original RFP.



Section 8 – Required Attachments



1. Equal Employment Opportunity Certification

Please see attached.

Hera's Client List
As Prime, Subcontractor or Affiliate





Hera Property Registry
1917 S Harbor City Blvd.
Melbourne, FL 32901
321.234.5303
Heraregistry.com

Client List

Community Name	State
East Vale	CA
City of Santa Anta	CA
Town of Elsmere	DE
Cape Canaveral	FL
Citrus County	FL
City of Apopka	FL
City of Boynton Beach	FL
City of Deltona	FL
City of Fort Myers	FL
City of Greenacres	FL
City of Hialeah	FL
City of High Springs	FL
City of Holly Hill	FL
City of Jacksonville	FL
City of Miami	FL
City of Newberry	FL
City of North Miami Beach	FL
City of North Miami	FL
City of Oakland Park	FL
City of Sanford	FL
City of St. Augustine	FL
City of West Palm Beach	FL
Clay County	FL
Martin County	FL
St. Johns County	FL

Community Name	State
Town of Cutler Bay	FL
Town of Miami Lakes	FL
Town of Ocean Ridge	FL
Village of Islamorada	FL
Village of Palm Springs	FL
Village of Virginia Gardens	FL
Bradford County	FL
Palm Beach County	FL
Seminole County	FL
City of Burbank	IL
City of Chicago Heights	IL
City of Crest Hill	IL
City of Decatur	IL
City of Delavan	IL
City of East Peoria	IL
City of East St Louis	IL
City of Farmer City	IL
City of Harvey	IL
City of Macomb	IL
City of Moline	IL
City of North Chicago	IL
City of Prospect Heights	IL
City of Quincy	IL
City of West Peoria	IL
City of Waukegan	IL

Hera Property Registry
 1917 S Harbor City Blvd.
 Melbourne, FL 32901
 321.234.5303
 Heraregistry.com

Client List

Community Name	State
Town of Cicero	IL
Village of Bolingbrook	IL
Village of Chicago Ridge	IL
Village of Dolton	IL
Village of Evergreen PK	IL
Village of Flossmoor	IL
Village of Hanna City	IL
Village of Harwood Heights	IL
Village of Homer Glen	IL
Village of Homewood	IL
Village of Lynwood	IL
Village of Maywood	IL
Village of Minooka	IL
Village of Niles	IL
Village of North Chicago	IL
Village of Orland Hills	IL
Village of Orland Park	IL
Village of Phoenix	IL
Village of Richton Park	IL
Village of River Grove	IL
Village of Robbins	IL
Village of Sauk Village	IL
Village of Schiller Park	IL
Village of Steger	IL
Village of Tinley Park	IL

Community Name	State
Village of University PK	IL
City of Flint	MI
Atlantic City	NJ
Atlantic County	NJ
Camden County	NJ
Berkeley Township	NJ
Borough of Bellmawr	NJ
Borough of Bloomingdale	NJ
Borough of Berlin	NJ
Borough of Buena	NJ
Borough of Folsom	NJ
Borough of Haddon Heights	NJ
Borough of Hawthorne	NJ
Borough of Lawnside	NJ
Borough of Ocean Gate	NJ
Borough of Paramus	NJ
Borough of Pine Hill	NJ
Borough of Runnemede	NJ
City of Absecon	NJ
City of Brigantine	NJ
City of Corbin	NJ
City of Estell Manor	NJ
City of Linwood	NJ
City of Northfield	NJ
City of Plainfield	NJ



Client List

Hera Property Registry
1917 S Harbor City Blvd.
Melbourne, FL 32901
321.234.5303
Heraregistry.com

Community Name	State
City of Port Republic	NJ
City of Somers Point	NJ
Eastampton Township	NJ
Egg Harbor City	NJ
Passaic County	NJ
Town of Boonton	NJ
Town of Dover	NJ
Town of Guttenberg	NJ
Town of Hammonton	NJ
Town of West New York	NJ
Township of Buena Vista	NJ
Township of Deptford	NJ
Township of Dover	NJ
Township of Egg Harbor	NJ
Township of Galloway	NJ
Township of Gloucester	NJ
Township of Hamilton	NJ
Township of Hardston	NJ
Township of Little Falls	NJ
Township of Magnolia	NJ
Township of Monroe	NJ
Township of Mullica	NJ
Township of Union	NJ
Township of Waterford	NJ
Township of Wayne	NJ

Community Name	State
Township of Weymouth	NJ
Ventnor City	NJ
Voorhees Twp	NJ
Town of New Hartford	NY
City of Yonkers	NY
Town of Islip	NY
Village of Babylon	NY
Village of Hempstead	NY
Village of Lindenhurst	NY
Town of Babylon	NY
Town of Clarkson	NY
Town of Colonie	NY
Town of Greece	NY
Town of Kent	NY
Town of Oyster Bay	NY
Town of Salina	NY
City of Forest Park	OH
Bethel Park Municipality	PA
Bethlehem Township	PA
Borough of Baldwin	PA
Borough of Castle Shannon	PA
Borough of Homestead	PA
Borough of East Lansdowne	PA
Borough of Lansdowne	PA
Borough of Marcus Hook	PA

Client List

Hera Property Registry
 1917 S Harbor City Blvd.
 Melbourne, FL 32901
 321.234.5303
 Heraregistry.com

Community Name	State
Borough of Mt. Penn	PA
Borough of Penbrook	PA
Borough of Pottstown	PA
Borough of Swissvale	PA
Borough of West Mifflin	PA
Borough of Walnutport	PA
Borough of White Oak	PA
Borough of Yeadon	PA
City of Bethlehem	PA
City of Chester	PA
City of Easton	PA
City of Erie	PA
City of Hazleton	PA
City of Lock Haven	PA
City of McKeesport	PA
City of Pittston	PA
City of Scranton	PA
City of Titusville	PA
City of Wilkes Barre	PA
City of York	PA
Municipality of Penn Hills	PA
Township of Coal	PA
Township of Derry	PA
Township of Forks	PA
Township of Elizabe	PA

Community Name	State
Township of Moore	PA
Twp. of Lower Alsace	PA
Twp. of Lower Makefield	PA
Township of Palmer	PA
Twp. of Lower Paxton	PA
Twp. of Susquehanna	PA
Township of Swatara	PA
Borough of West Newton	PA

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SOUTH EL MONTE AND
HERA PROPERTY REGISTRY**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025 (“Effective Date”), by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“City”), and Hera Property Registry (“Consultant”). For the purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term “Parties.” The term “Party” may refer to City or Consultant interchangeably, as appropriate.

RECITALS

WHEREAS, City requires professional foreclosure registration and administrative services for the City’s Foreclosure Registration Program; and

WHEREAS, City staff has determined that Consultant possesses the experience, skills, and training necessary to competently provide such services to City; and

WHEREAS, the execution of this Agreement was approved by the City Manager pursuant to her authority under Section _____ of the South El Monte Municipal Code;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services as set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (“Standard of Care”). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720

et seq. and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees, and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of **One Hundred Dollars (\$100) per property registered** (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by the City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit “C,” and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are compliant with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City. City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for timely correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the City’s Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said

adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

2.4 Abandonment by Consultant. In the event Consultant ceases to perform the work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to the completion of any or all tasks set forth in the Scope of Services, Consultant will deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Consultant in the performance of this Agreement. Furthermore, Consultant will only be compensated for the reasonable value of the services, tasks, and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which City may incur as a result of Consultant's cessation or abandonment.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement, subject to Consultant's performance in compliance with the Standard of Care.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but shall not exceed thirty (30) days cumulatively.

3.3 Prosecution of Work. Consultant shall perform the Scope of Services continuously and with due diligence so as to complete the work contemplated by this Agreement. Consultant shall cooperate with the City and in no manner interfere with the work of City, its employees or other consultants, contractors or agents. Consultant shall at all times enforce strict discipline and good order among Consultant's employees.

3.4 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy is limited to an extension of time pursuant to this Section.

3.5 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the Effective Date (“Term”), except as otherwise provided in the Schedule of Performance (Exhibit “D”). The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

4. COORDINATION OF WORK

4.1 Representative of Consultant. Clifford J. Johnson, Chief Executive Officer is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Guillermo Arreola, Director of Community Development [or such person as may be designated by the City Manager] is hereby designated as being the representative authorized by the City to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith (“Contract Officer”). Consultant will not accept directions or orders from any person other than the Contract Officer or his designee.

4.3 Coordination of Service, Conformance with Requirements. Consultant agrees to work closely with City staff in the performance of the work contemplated under this Agreement and will be reasonably available to City staff and the Contract Officer at all reasonable times. All work prepared by Consultant will be subject to inspection and approval by Contract Officer or his designee.

4.4 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be null and void.

4.5 Standard of Care; Performance of Employees. Consultant represents, acknowledges and agrees to the following:

(a) Consultant will perform all Work skillfully, competently and to the highest standards of Consultant’s profession;

(b) Consultant shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the City to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the City’s authorized representative;

(c) Consultant will perform all Work in a manner reasonably satisfactory to the City;

(d) Consultant will comply with all applicable federal, state and local laws and regulations, including the conflict-of-interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom;

(e) Consultant understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;

(f) All of Consultant's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and

(g) All of Consultant's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to City for copying and inspection.

The Parties acknowledge and agree that Consultant will perform, at Consultant's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the Contract Officer in writing and in his sole and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the work skillfully, competently and to the highest standards of Consultant's profession

4.6 Control and Payment of Subordinates; Independent Contractor. The work will be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the work subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent and timely performance of the work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the work under this Agreement on behalf of Consultant are not employees of City and will at all times be under

Consultant's exclusive direction and control. Consultant will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. Consultant will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified to a status other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the services under this Agreement are other than independent contractors of the City.

4.7 Independent Contractor Status. The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant will have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by CITY in writing.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense, during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability Insurance (Errors & Omissions). Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance in the minimum amount of at least \$1,000,000.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B."

5.2 General Insurance Requirements.

(a) Proof Of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance of this Agreement. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration Of Coverage. Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights Of Enforcement. In the event any of Consultant's insurance policies as required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold an amount sufficient to pay the insurance premium from Consultant payments. In the alternative, City may terminate this Agreement in its entirety.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of "Best's Key Rating Guide," unless otherwise approved by the City's Risk Manager.

(f) Waiver Of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement Of Contract Provisions (Non-Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice Of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day advance notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess or umbrella liability policies.

(k) Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation Of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right To Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of Consultant's required liability policies.

(q) Additional Insurance. Consultant at its own expense shall also procure and maintain, any additional kinds of insurance which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Verification of Coverage. Consultant acknowledges, understands and agrees, that City's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding City's financial well-being and, indirectly, the collective well-being of the residents of the City. Accordingly, Consultant warrants, represents and agrees that it will furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the City if requested. All certificates of insurance and endorsements will be received and approved by City as a condition precedent to Consultant's commencement of any Work. Upon City's written request, Consultant will also provide City with certified copies of all required insurance policies and endorsements.

5.4 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

5.5 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5.6 Indemnification.

(a) The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

(b) To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.

(c) City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement, any amount due to City from Consultant as a result of Consultant's failure to either pay City promptly for any costs associated with Consultant's obligations to indemnify the City Indemnitees under this Article, or related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

(d) The obligations of Consultant under this Article will not be limited by the provisions of any worker's compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents, and volunteers.

(e) Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent,

or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

(f) City does not and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

(g) This Section and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the City's Contract Officer to evaluate the performance of such services and shall keep such records for a period of three (3) years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity

from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admission or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et. seq.*, and 910 *et. seq.*, in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' advance written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be shorter at the discretion of the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be shorter at the discretion of the Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation as detailed in Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Scope of Waiver. No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

7.7 Surviving Articles, Sections and Provisions. The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.2 Non-Liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or within seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by the non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted,

whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any state or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value, will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[Signatures On The Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

OLIVERAS MADRUGA LAW ORGANIZATION, LLP

Susie A. Altamirano, Interim City Attorney

CONSULTANT:

Hera Property Registry

By:_____
Name:
Title:

By:_____
Name:
Title:

Address: 1917 S Harbor City Blvd

Melbourne, Florida 32901

If applicable, two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the following services:**
- | | |
|---|---|
| A. Program Administration | D. Payment Processing and Revenue Collection |
| B. Property Registration and Compliance Oversight | E. Enforcement Support and Violation Tracking |
| C. Customer Service and Public Engagement | |
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- A. Comprehensive Foreclosure Property Database
 - B. Registration and Compliance Reports
 - C. Public Facing Portal (If Applicable)
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
- A. Monthly Status Reports
 - B. Quarterly Performance Reports
 - C. Annual Summary Reports
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
- A. Personnel selected by Consultant.

Contract No. _____

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

	RATE
A. Foreclosure/Vacant Property Registration	\$100 Dollars per Registration

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**
 - A. Program shall be administered by Consultant within the timeframe of this agreement dated to expire by June 30, 2026
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A. Monthly Status Reports.
 - B. Quarterly Performance Reports
 - C. Annual Summary Reports
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



City Council Agenda Report

Agenda Item No. 7.e.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Guillermo Arreola, Director of Community Development

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-024, AUTHORIZING THE FILING OF AN APPLICATION TO THE STATE OF CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (HCD) FOR THE CALHOME PROGRAM TO HELP OWNER OCCUPIED OWNERS WITH HOME REPAIRS AND THE FIRST-TIME HOMEBUYER PROGRAM

SUMMARY: The City of South El Monte seeks City Council approval to apply for \$2,525,000 in CalHome Program funding from the California Department of Housing and Community Development (HCD). These funds will be used to administer the Owner-Occupied Rehabilitation Program and First-Time Homebuyer Program, which provide financial assistance to eligible low- and very low-income households through deferred payment loans and mortgage assistance. The City has already secured a consultant to administer the programs and will utilize these funds to support program implementation.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-024, authorizing the City Manager or designee to apply for CalHome Grant funding in the amount of \$2,525,000 to assist homeowners with rehabilitation and first-time homebuyer down payment assistance. If awarded, the City Manager or designee will be authorized to execute all necessary agreements, subject to City Attorney approval.

FISCAL/FINANCIAL IMPACT: The City will request \$2,525,000 in CalHome funding, allocated as follows:

First-Time Homebuyer Program:

- \$1,200,000 for homebuyer assistance (deferred payment loans).
- \$5,000 for homebuyer education.
- \$120,000 for administrative costs.

Owner-Occupied Rehabilitation Program:

- \$1,000,000 for rehabilitation assistance (deferred payment loans).
- \$200,000 for administrative costs.

The \$320,000 in administrative costs will be used to cover program implementation, application processing, and compliance monitoring by the City's previously selected consultant.

All program costs will be covered through CalHome grant funds, and the City will use CalHome Reuse Funds to cover immediate program expenses while awaiting grant approval. These funds will be replenished once the new CalHome funds are received.

DISCUSSION: The California Department of Housing and Community Development (HCD) has announced the availability of \$57 million in CalHome Program Funds from the Affordable Housing Bond Act Trust Fund of 2018. These funds are designated to assist Local Public Agencies and Nonprofit Corporations in delivering homeownership assistance to low- and very low-income households.

The CalHome Program aims to:

- Increase homeownership opportunities for low-income residents.
- Encourage neighborhood revitalization and sustainable development.
- Maximize the use of existing housing stock through rehabilitation and new ownership assistance programs.

To ensure the City of South El Monte maximizes available funding, staff is applying for funds to support two key initiatives.

The First-Time Homebuyer Program will provide mortgage assistance through deferred-payment loans to first-time homebuyers. To ensure long-term homeownership success, participants will be required to complete a homebuyer education program. Administrative costs will support program operations, including application processing, financial disbursements, and compliance monitoring.

The Owner-Occupied Rehabilitation Program will assist low-income homeowners with essential home repairs, rehabilitation, and safety upgrades. Homeowners will receive deferred-payment loans to maintain and improve their residences. Administrative costs for this program will support application processing, project management, and regulatory compliance.

The City has already secured a consultant with expertise in housing assistance program administration to manage these programs. Their responsibilities include marketing the programs, reviewing applications, verifying eligibility, tracking financial disbursements, and maintaining compliance with State and Federal regulations.

BACKGROUND: Between 2015 and 2017, the City was awarded \$2.5 million in CalHome funding for the First-Time Homebuyer, Manufactured Mobile Home Repair, and Owner-Occupied Rehabilitation Programs. Due to program challenges and lack of successful implementation by 2017, the State required the City to return nearly \$2 million, temporarily disqualifying the City from future CalHome funding until the completion of the General Plan Housing Element update.

From 2020 to 2023, the City made efforts to relaunch its First-Time Homebuyer and Owner-Occupied Rehabilitation Programs, but these initiatives faced significant challenges and failed to meet their intended objectives. In 2022, the City engaged a consultant to assist in implementing the Owner-Occupied Rehabilitation Program. However, due to unsatisfactory performance, the City terminated the agreement in 2024. The current Notice of Funding Availability (NOFA) for CalHome requires applicants to demonstrate at least two years of experience managing similar programs within the last four years. Due to past program challenges, the City does not meet this requirement independently.

To address this issue, the City has secured a qualified subcontractor with proven expertise in housing assistance program administration. This partnership will ensure compliance with State requirements and restore the City's ability to successfully deliver essential housing programs to residents. By securing \$2,525,000 in CalHome funding, the City will efficiently implement, track, and manage the CalHome Owner-Occupied Home Repair and First-Time Homebuyer Programs, providing critical financial assistance to eligible households while ensuring full compliance with State and Federal funding guidelines.

Staff report prepared by Sergio Coreas, Community Development Analyst.

ATTACHMENT(S):

- A. Resolution No. 25-024
- B. 2024 Homeownership Super NOFA

ATTACHMENT A

RESOLUTION NO. 25-024

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING APPLICATION FOR CALHOME PROGRAM FUNDS, EXECUTION OF RELATED DOCUMENTS, AND CITY RECEIPT OF FUNDS

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the State of California, Department of Housing and Community Development (HCD) has issued a Notice of Funding Availability (NOFA) dated December 12, 2024 and amended January 14, 2025 and January 17, 2025, under the CalHome Program, established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the “Statute”); and

WHEREAS, pursuant to the Statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome Program, subject to the terms and conditions of the Statute and the CalHome Program Regulations adopted by HCD; and

WHEREAS, the City Council of the City of South El Monte seeks to submit an application to HCD to obtain an allocation of CalHome funds in the amount of \$2,300,000 to support local affordable housing programs; and

WHEREAS, the City of South El Monte seeks to participate in the CalHome Program in response to the Homeownership Super NOFA issued on December 12, 2024 and amended January 14, 2025 and January 17, 2025; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AS FOLLOWS:

SECTION 1. The City Council hereby authorizes and directs the City Manager or their designee to apply for and submit to HCD the 2024 CalHome application, requesting a total allocation of \$2,525,000, to be used for the following eligible activities:

1. First-Time Homebuyer Program for mortgage assistance for the grant amount of \$1,325,000.
2. Owner-Occupied Rehabilitation Assistance (including reconstruction and rehabilitation of manufactured housing not on a permanent foundation, and construction, repair, reconstruction, or rehabilitation of ADUs or JADUs) in the amount of \$1,200,000.

SECTION 2. In connection with the CalHome grant, if the application is approved by HCD, the City Manager or their designee is authorized to enter into, execute, and deliver, subject to approval by the City Attorney, a State of California Agreement (Standard Agreement) for the amount of \$2,525,000 and any and all other documents required or deemed necessary to evidence and secure the CalHome grant and fulfill the City’s obligations related thereto, including all amendments (collectively, the “CalHome Grant Documents”).

SECTION 3. The City Manager or their designee is authorized to execute the City of South El Monte CalHome application, the CalHome Grant Documents, and any amendments thereto on behalf of the City as required by HCD for receipt of the CalHome Grant.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 4th day of March 2025.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 25-024, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 4th day of March 2025, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE**

651 Bannon Street, Suite 400
Sacramento, CA 95811 (916) 263-2771



December 12, 2024
Amended January 17, 2025
Amended January 14, 2025

MEMORANDUM FOR: ALL POTENTIAL APPLICANTS

FROM: Jennifer Seeger, Deputy Director
Division of State Financial Assistance

SUBJECT: **2024 Homeownership Super Notice of Funding Availability**

The California Department of Housing and Community Development (HCD or Department) is pleased to announce the release of the 2024 Homeownership Super Notice of Funding Availability (HOSN) for approximately \$176.8 million in funds for the following programs:

- CalHome Program (\$143.1 million)
- Joe Serna, Jr. Farmworker Housing Grant Program – Homeownership (“Serna Homeownership”) (\$33.7 million)

This funding provides Loans and Grants to Local Public Entities and Nonprofits for Homeownership Development Projects, Self-Help Technical Assistance Projects, Mortgage Assistance Programs, Owner-Occupied Rehabilitation Programs, ADU/JADU Programs, Shared Housing Programs and Programs for the Acquisition of Manufactured Housing for Agricultural Households.

Applications for this funding must be submitted electronically via the application portal no later than 4:00 P.M. Pacific Standard Time on **Thursday, March 13, 2025.**

The portal link, and requirements for submitting the HOSN application and required supporting documentation, including naming conventions, can be found on the Department’s Homeownership Super NOFA (HOSN) website, <https://www.hcd.ca.gov/grants-and-funding/programs-active/homeownership-super-nofa>.

Attention Tribal Applicants: The 2023 Homeownership Super NOFA (HOSN), released January 6, 2023, included tribal funding targets of \$3.5 million in Serna Homeownership funds and \$13.5 million in CalHome funds. Please note that:

- Any unused Serna Homeownership funds from the Round 1 Homeownership Super NOFA target for Tribal Entities have been rolled over to this 2024 HOSN and will be available to all Serna Homeownership Applicants, including but not limited to tribes.
- Any unused CalHome funds from the Round 1 Homeownership Super NOFA target for Tribal Entities have been rolled over to a separate 2024 CalHome Tribal NOFA exclusively for tribes, which is being released simultaneously with this 2024 HOSN.

Tribal Entities are encouraged to apply for CalHome funds via the [CalHome Tribal NOFA](#) for approximately \$18 million, which is being released simultaneously with this 2024 HOSN.

The online HOSN workshop details and final Guidelines are posted on the Department's website at [Homeownership Super NOFA | California Department of Housing and Community Development](#). To receive information regarding online workshops and other updates, please subscribe to our Homeownership listserv at <https://www.hcd.ca.gov/contact-us/email-signup>. If you have further questions, please contact HOSN@hcd.ca.gov.

2024 Homeownership Super Notice of Funding Availability (HOSN)

**CalHome Program
and
Joe Serna, Jr. Farmworker Housing Grant Program – Homeownership**



**Gavin Newsom, Governor
State of California**

**Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
California Department of Housing and Community Development**

651 Bannon Street, Suite 400, Sacramento, CA 95811

Telephone: (916) 263-2771

Website: <http://www.hcd.ca.gov/>

Email: HOSN@hcd.ca.gov

December 12, 2024

Amended January 14, 2025

Table of Contents

I. Overview.....	2
A. Notable Changes to 2024 Homeownership Super NOFA (HOSN).....	2
B. Funds Available	3
C. Timeline	6
D. Authorizing Legislation and Regulations	6
II. Program Requirements	7
A. Eligible Sponsor/Applicant	7
C. Program Funding Amounts, Terms, and Limits	11
B. Threshold Requirements.....	15
C. Rating and Ranking	16
D. Negative Points and Disencumbrance of Awards	19
III. Application Submission and Review Procedures	19
A. Application Submission Process	19
B. Application Workshops	19
C. Disclosure of Application.....	19
IV. Evaluation Criteria	20
A. Base Criteria	20
B. Serna Specific Criteria	25
C. Tiebreaker	25
V. Appeals.....	26
A. Basis of Appeals	26
B. Appeal Process and Deadlines	26
C. Decision	26
VI. Award Announcements and Contracts.....	27
A. Award Announcements.....	27
B. Contracts.....	27
VII. Other State Requirements.....	27
A. Shared Parking	28
B. Other Terms and Conditions	28

I. Overview

A. Notable Changes to 2024 Homeownership Super NOFA (HOSN)

- The 2024 HOSN does not include a funding target for Tribal Entities. Instead, Tribal Entities are encouraged to apply for CalHome funds via the Tribal CalHome NOFA of approximately \$18 million, which is being released simultaneously with this Homeownership Super NOFA.
- Increase of the maximum sales price for Homeownership Development Projects to 150 percent of the highest local median sales price of a single-family home during the past six months.
- Projects will be ineligible to receive funds if construction work has begun or will begin prior to the application due date. In the 2023 Homeownership Super NOFA, proposed projects were ineligible to receive funds if construction work had begun or would begin prior to the date the Department executed the Standard Agreement with the Recipient.
- The maximum appraised home values at time of purchase or upon completion of acquisition/Rehabilitation work for Mortgage Assistance loans has been changed to the highest local median sales price of a single-family home during the past six months.
- The After-Rehabilitation Values for units assisted with Owner-Occupied Rehabilitation Assistance was increased to 150 percent of the highest local median sales price of a single-family home during the past six months.
- Minimum application amounts have been adjusted as follows:
 - Minimum total application amount of \$1,000,000.
 - If applying for one or more activity, the minimum application amount *per activity* is \$500,000.
 - If applying for any funding target (e.g., Mobilehome or Manufactured Home assistance, rural), the minimum application amount for that funding target is also \$500,000.
- Changes to the Scoring Rubric include the following:
 - Feasibility scoring criterion decreased from 20 to 15.
 - New scoring criterion for number of prospective households served added for 5 points
 - Scoring for the Prohousing Designation criterion will now award 5 points will to Projects or Programs that are located in jurisdictions that have received a Prohousing Designation or that have applied for a Prohousing Designation by the application due date and are certified by the Department within 45 days after the application due date.
 - Additional tiebreakers were added.
- New provisions were added regarding shared parking and compliance with Government Code 65863.1(i).

B. Funds Available

The California Department of Housing and Community Development (HCD or Department) is pleased to announce the release of this Homeownership Super Notice of Funding Availability (HOSN) **for approximately \$176.8 million**, which may be augmented based on the availability of funds. The HOSN is issued to distribute funds through a combination of HCD-administered Homeownership programs. These programs are:

- CalHome Program (CalHome) supports Homeownership programs aimed at lower and very low-income households, and in the case of a disaster, households at or below moderate income, and operated by private nonprofit and local government agencies, to increase Homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes.
- Joe Serna, Jr. Farmworker Housing Grant Program (FWHG or Serna) supports development projects involving multiple home ownership units, including single-family subdivisions, for lower-income agricultural employees and their families, and programs that assist lower-income agricultural employees and their families to become or remain homeowners.

The Homeownership Super NOFA distributes funds for the CalHome Program and funds limited to the Homeownership activities of Serna. Please note that new construction or Rehabilitation (with or without acquisition) of a rental housing development, including under Serna, is not an eligible activity under the HOSN. Multifamily and single-family rental housing projects should submit applications under the Department's Multifamily Finance Super NOFA (MFSN).

The Department is making approximately \$176.8 million available as follows:

Funding Programs	
CalHome Program	\$143.1 million
Joe Serna, Jr. Farmworker Housing Grant (Serna) Program	\$33.7 million

Funding for this HOSN is provided by a combination of funding sources as outlined below:

- General Fund, CalHome Proposition 46 and Proposition 1C for CalHome
- Building Homes and Jobs Act (Sen. Bill No. 2 (2017-2018 Reg. Sess.) §1): 2022 and 2023 for Serna

Approximately \$143.1 million will be available for the following activities within the CalHome Program:

- Homeownership Development Project Loans (including Predevelopment Costs and carrying costs during construction related to ADUs and JADUs)
- Technical Assistance for Self-Help Housing Projects
- First-Time Homebuyer Mortgage Assistance (including the purchase of a home with an Accessory Dwelling Unit (ADU) or Junior Accessory Dwelling Unit (JADU))
- Owner -Occupied Rehabilitation Assistance (including Rehabilitation of Manufactured Housing not on a permanent foundation, and construction, repair, or Rehabilitation of ADUs or JADUs)
- Technical Assistance for Shared Housing Programs
- ADU/JADU Assistance (including construction, repair, or Rehabilitation of ADUs or JADUs)

Approximately \$33.7 million will be available for the following Homeownership activities within the Serna Program to address the housing needs of agricultural workers:

- Homeownership Development Projects involving multiple home ownership units, including single-family subdivisions, for lower-income agricultural employees and their families.
- Technical Assistance for Self -Help Housing Projects
- First-time Homebuyer Mortgage Assistance
- Owner-Occupied Rehabilitation Assistance
- Acquisition of Manufactured Housing as part of a program to address and remedy the impacts of current and potential displacement of farmworker families from existing labor camps, Mobilehome Parks, or other housing.

Funding targets are described in Section II. E. of this HOSN.

The information provided in the 2024 HOSN is intended to be a summary and is not considered a complete representation of the entirety of the eligibility, threshold, and other requirements or terms and conditions of the CalHome Program and Serna Program. Applicants should familiarize themselves with all applicable Statutes and Guidelines which, in the event of any conflict(s) with this HOSN, shall control.

This HOSN, the [CalHome Final Guidelines \(2024\)](#), and the [Serna- Homeownership Final Guidelines \(2024\)](#) implement the requirements of California Assembly Bill 434 (AB 434) (Chapter 192, Statutes of 2020). For the Homeownership activities of Serna, AB 434 requires the Department to:

- Make those funds available at the same time it makes funds available under the CalHome Program,
- Rate and rank applications in a manner consistent with the CalHome Program, except that the Department may establish additional point categories for the

purposes of rating and ranking applications that seek funding under Serna in addition to those used in the CalHome Program,

- Administer those funds in a manner consistent with the CalHome Program

Attention Tribal Entities

- The 2024 HOSN does not include a funding set-aside for Tribal Entities. Instead, Tribal Entities are encouraged to apply for CalHome funds via the Tribal CalHome NOFA of approximately \$18 million, which is being released simultaneously with this Homeownership Super NOFA (HOSN).
- The requirements set forth in NOFAs are subject to AB 1010 (Stats.2019, c. 660), which is set forth in HSC section 50406, subdivision (p). Accordingly, and pursuant to HSC section 50406, subdivision (p), (a) where the provisions of tribal law, tribal governance, tribal charter, or difference in Tribal Entity or legal structure would cause a violation or not satisfy the requirements of state financing being provided by the Department, said requirements may be modified as necessary to ensure program compatibility; and (b) where provisions of tribal law, tribal governance, tribal charter, or difference in Tribal Entity legal structure or agency create minor inconsistencies (as determined by the Director of the Department or a duly authorized designee thereof) with the requirements of state financing being provided by the Department, the Department may waive said requirements, as deemed necessary, to avoid an unnecessary administrative burden. Matters set forth or otherwise provided for in the requirements of state financing being provided by the Department that may be modified or waived include, without limitation, threshold requirements and any other matters set forth in HSC section 50406, subdivision (p)(2). AB 1010 may waive or modify state financing statutory requirements under Division 31 of the Health and Safety Code subject to the limitations of applicable law including the California Constitution and AB 1010. Any requests to waive or modify such statutory requirements will be considered by the Department on a case-by-case basis.
- ***Please note that AB 1010 does not automatically operate to obviate, or otherwise modify, any provision(s) of these Guidelines.*** To the extent that a Tribal Entity applicant believes that AB 1010 is applicable to such Tribal Entity, their Application, the Project to which their Application relates, or any number of them, it is recommended that such Tribal Entity applicant submit an ***AB 1010 waiver request*** to the Department ***before applications are due*** under the applicable NOFA to ensure that the Department has adequate time to review such waiver request and render a decision granting, or rejecting, the request.

C. Timeline

HOSN Release	December 12, 2024
Application Release	December 13, 2024
Application Portal Opens	December 19, 2024
Application Due Date	March 13, 2025, 4:00 PM
Award Announcement	June/July 2025

D. Authorizing Legislation and Regulations

Applications submitted under this HOSN are subject to the applicable Program Guidelines, all applicable statutory requirements, and this HOSN. Section references in this HOSN refer to applicable Program Guidelines unless otherwise noted. Capitalized terms in this HOSN are either defined herein or in Appendix A of the applicable Program Guidelines.

The administration of the CalHome and Serna Programs are governed by the applicable Program Guidelines that implement, interpret, or make specific the following laws:

- The CalHome Program was established by Chapter 6, commencing with § 50650) of Part 2 of Division 31 of the California Health & Safety Code (“HSC”).
- The Serna Program was established by Chapter 3.2 (commencing with § 50515.2) of Part 2 of Division 31 of the HSC. The Serna Guidelines referenced in this HOSN apply only to the Homeownership elements of Serna. Rental housing development activities are governed under a separate set of [Program Guidelines](#).
- Building Homes and Jobs Act (Sen. Bill No. 2 (2017-2018 Reg. Sess.) § 1).
- Veterans and Affordable Housing Bond Act of 2018 (Sen. Bill No. 3 (2017-2018 Reg. Sess.) § 1) ~~(CBA)~~ which was adopted by voters on November 6, 2018, as Proposition 1, provided funding for the CalHome and Serna Programs and authorized the Department to administer the Programs through the Guidelines. These Guidelines were explicitly exempt from the requirements of the Administrative Procedures Act (Chapter 3.5)

This HOSN will be governed by the [Calhome Final Guidelines \(2024\)](#) and the [Serna Homeownership Program Final Guidelines \(2024\)](#). Applications must be completed pursuant to the applicable Guidelines requirements. References in this HOSN to a specific section of guidelines without specifying CalHome or Serna (e.g., “Guidelines §X00”) means that the specific guideline referenced is the same in both programs.

II. Program Requirements

The following is provided as a summary only. Applicants should refer to the CalHome and Serna Homeownership Program Guidelines, as applicable, for a comprehensive discussion of the requirements that are relevant to their proposed Projects. A Project is not eligible for an Award unless it meets all the threshold requirements of the applicable program. Please review the individual Program Guidelines of each Program for complete information.

Further, Applicants must achieve a minimum point score of 55 points in Base Scoring Criteria to be considered for a funding Award.

A. Eligible Sponsor/Applicant

An Applicant is the entity or entities applying to the Department for the Program funding. Such entity or entities may also be the Sponsor. If receiving an Award of funds, the Applicant will be referred to as the “Recipient” in the Department’s legal documents relative to an Award of a Grant, or as the “Sponsor” in the Department’s legal documents relative to an Award of a Loan.

All Applicants must meet the requirements of the following sections of the relevant Program Guidelines:

1. [CalHome](#)

§200 Eligible Applicants

§400.1 Eligible Applicant (Homeownership Development Project Loan)

§401.1 Eligible Applicant (Self-Help Technical Assistance Grant Program)

§402.1 Eligible Applicant (Mortgage Assistance Grant Program)

§403.1 Eligible Applicant (Owner-Occupied Rehabilitation Grant Program)

§404.1 Eligible Applicant (Shared Housing Program)

§405.1 Eligible Applicant (ADU/JADU Program)

2. [Serna](#)

§200 Eligible Applicant

§400.1 Eligible Applicant (Homeownership Development Project Loan)

§401.1 Eligible Applicant (Self-Help Technical Assistance Grant Program)

§402.1 Eligible Applicant (Mortgage Assistance Grant Program)

§403.1 Eligible Applicant (Owner-Occupied Rehabilitation Grant Program)

§404.1 Eligible Applicant (Acquisition of Manufactured Housing Grant Program)

Please note, Applicants that were previously awarded CalHome or Serna Homeownership funds must submit all outstanding reports from the past two years to the Department by the application due date. Failure to submit the reports by the application due date will result in the Applicant being ineligible for a CalHome or Serna Homeownership Award under this HOSN (Guidelines §200(c)(1)).

Applicants may email: CalHomeReports@hcd.ca.gov for CalHome or SernaSfSGM@hcd.ca.gov for Serna Homeownership to obtain status on previous reports.

B. Eligible Use of Funds

1. The Department is making CalHome and Serna funds available for the following activities:
 - a. Homeownership Development Project Loans (Guidelines §400) for conditional Awards of development Loans to the Applicants to be used as specified in §400.2 of the Guidelines.
 - i. Homeownership Development Projects must have a minimum of five units.
 - ii. The estimated sales price of the homes to be constructed (Maximum Sales Price) shall not exceed 150 percent of the highest local median sales price of a single-family home during the past six months. Recipients may use the median sales price, by county, posted at the [California Association of Realtors website](#). However, if prices have significantly changed or local median sales prices by county do not accurately reflect actual local sales prices, Recipients may request Department approval to use different limits based on a local calculation of median values.

Note: Proposed projects are ineligible to receive funds if construction work has begun or will begin prior to the application due date. Construction work includes grading, site preparation (with the exception of demolition or clearing properties), or site improvements intended for public dedication (Guidelines §201).

- b. Technical Assistance for Self-Help Housing Projects (Guidelines §401) in which the Applicant organization will be providing the services required in Guidelines §401.3.
 - i. Homebuyer Education (Guidelines §401.2(b)) will be reimbursed in the form of a Grant from the Department to the Recipient in an amount not to exceed \$250 per assisted unit.

- c. First-Time Homebuyer Mortgage Assistance (including the purchase of homes with ADUs or JADUs) (commencing with Guidelines §402) for Loans to Eligible Households as defined in Guidelines §203.
- i. Homebuyer Education (Guidelines §402.2) will be reimbursed in the form of a Grant from the Department to the Recipient in an amount not to exceed \$250 per assisted unit.
 - ii. Maximum appraised home values at time of purchase or upon completion of acquisition/Rehabilitation work (Maximum Sales Price/Value Limit) shall not exceed the highest local median sales price of a single-family home during the past six months. Recipients may use the median sales price, by county, posted at the [California Association of Realtors website](#). However, if prices have significantly changed or local median sales prices by county do not accurately reflect actual local sales prices, Recipients may request Department approval to use different limits based on a local calculation of median values.
 - iii. Financial assistance provided to qualified individual homeowners for Mortgage Assistance shall be in the form of deferred payment Loans, repayable upon the sale or transfer of the homes, when the home ceases to be Owner-Occupied, or upon the Loan maturity date, whichever occurs first (HSC § 50650.3 (c)(1)). The Loan shall be up to a 30-year term with the following exception: when USDA, Rural Housing Service (RHS) 502 Mortgage Loans are in first lien position the term shall be the term of the 502 Mortgage (Guidelines §301). The interest rate is set by the Recipient at up to 3 percent simple interest per annum (Guidelines §301(d)). Borrowers shall occupy units as their principal place of residence for the term of the Loan (Guidelines §203(d)). If the Borrower will occupy an ADU or JADU, then residents of the single-family residence shall not be considered as part of the Household receiving program funding (Guidelines §203). Recipients shall comply with the Homeowner/Homebuyer Loan-to-Value Limits for Mortgage Assistance program Loans defined in Guidelines §302.
- d. Owner-Occupied Rehabilitation Assistance (including repair, full reconstruction, or the addition of an ADU or JADU) (Guidelines §403) for Loans to Eligible Households as defined in Guidelines §203.
- i. All assisted units shall have After-Rehabilitation Values (Value Limits) at or below 150 percent of the highest local median sales price of a single-family home during the past six months. For properties where funds were used to add an ADU or JADU, the After-Rehabilitation Value (Value Limit) shall be at or below 150 percent of the highest local median sales price of a single-family home with an ADU or JADU during the past six months. Recipients may use the median sales price, by county, posted at the [California Association of Realtors website](#). However, if prices have significantly changed or local median sales prices by county do not accurately reflect actual local sales prices, Recipients may request

Department approval to use different limits based on a local calculation of median values.

- ii. Manufactured Housing is also eligible, including replacement of a Manufactured Home not on a permanent foundation in the case where it has been determined by the Recipient it is infeasible to rehabilitate the home, whether located in a Mobilehome Park or elsewhere (Guidelines §403.2).
- iii. Financial assistance provided to qualified individual homeowners for Owner- Occupied Rehabilitation shall be in the form of deferred payment Loans, repayable upon the sale or transfer of the homes, when the home ceases to be Owner-Occupied, or upon the Loan maturity date, whichever occurs first (HSC §50650.3(c)(1)). The Loan shall be up to a 30-year term (Guidelines §301). The interest rate is set by the Recipient up to 3 percent simple interest per annum (Guidelines §301). Borrowers must occupy units as their principal place of residence for the term of the Loan (Guidelines §203). If the Borrower will occupy an ADU or JADU, then residents of the single-family residence shall not be considered as part of the Household receiving funding (Guidelines §203).
- iv. Recipients shall comply with the Homeowner/Homebuyer loan-to-value limits for Owner-Occupied Rehabilitation program Loans defined in Guidelines §302.
- v. Financial assistance provided to individual Households to rehabilitate, repair, or replace Manufactured Housing located in a Mobilehome Park and not permanently affixed to a foundation shall be in the form of a secured forgivable Loan, which shall also be made in a manner consistent with the Guidelines and applicable Statutes (HSC §50650.3(c) and Guidelines §403.2). The Loan shall be due and payable in 20 years, with 10 percent of the original principal to be forgiven annually for each additional year beyond the 10th year that the home is owned and continuously occupied by the Borrower (HSC §50650.3 (c)). Pursuant to HSC §50650.3(c), not more than 10 percent of the funds available in a given fiscal year shall be used for financial assistance in the form of secured forgivable Loans. If Tribal Entities intend for lands located in Indian Country, or other real property held in fee by such Tribal Entities, to be considered a Mobilehome Park for the purposes of this section, such tribal lands or real property must satisfy the legal and programmatic requirements of a Mobilehome Park per [H.S.C. §18214](#). Tribal Entity applicants can submit their application with this information to the Department and it will be evaluated on an individual basis. It is recommended Tribal Entity applicants submit an AB 1010 waiver request before applications are due under the applicable NOFA to ensure said lands can be considered a Mobilehome Park.

2. The Department is also making CalHome funds available for the following additional activities:

- a. Technical Assistance for Shared Housing Programs (Guidelines §404) to operators of Shared Housing Programs that will directly provide match

services where the providers are homeowners who occupy their homes as their principal place of residence.

- b. ADU/JADU Programs (Guidelines §405) for Loans for ADU/JADU construction, reconstruction, repair, or Rehabilitation to Eligible Households as defined in Guidelines §203.
 3. The Department is also making Serna funds available for the following activity, as set forth in Guidelines §404:
 - a. Acquisition of Manufactured Housing as part of a local Program to address and remedy the impacts of current and potential displacement of low-income farmworker families from existing labor camps, Mobilehome Parks, or other housing.
 - i. All Manufactured Homes acquired through the Program must be Owner- Occupied by a low-income Agricultural Worker Household (Guidelines§ 404.4(a)).
 - ii. Financial assistance provided to individual Households for Manufactured Housing located in a Mobilehome Park and not permanently affixed to a foundation shall be in the form of a secured forgivable Loan. The Loan shall be due and payable in 20 years, with 10 percent of the original principal to be forgiven annually for each additional year beyond the 10th year that the home is owned and continuously occupied by the Borrower.

C. Program Funding Amounts, Terms, and Limits

1. Minimum and Maximum Application Amounts.
 - a. The minimum total application amount is \$1,000,000.
 - i. If an Applicant is applying for more than one activity, the minimum application amount *per activity* is \$500,000 (except if the activity is Technical Assistance for Self-Help Housing Projects or CalHome Technical Assistance for Shared Housing Programs, in which case the minimum application amount is \$100,000).
 - ii. If an Applicant is applying for any funding target (e.g., Mobilehome or Manufactured Home assistance, rural), the minimum application amount for that funding target is also \$500,000.
 - b. The maximum application amount for a project (a Homeownership Development Project Loan with or without Technical Assistance for Self-Help Housing Projects) is \$10 million.
 - i. The maximum application amount for one or more programs (any activity

other than a Homeownership Development Project Loan is considered a program) is \$5 million.

- ii. If applying only for Technical Assistance for Self-Help Housing Projects, the maximum application amount is \$500,000. If applying only for CalHome Technical Assistance for Shared Housing Programs, the maximum application amount is \$300,000.

2. Minimum and Maximum Per-Unit Funding Limits

- a. CalHome and Serna Grant Activities: For the purposes of this HOSN, the minimum and maximum amount of funding to individual Borrowers will be:

- i. Mortgage Assistance

The maximum Loan amount by an Award recipient to an eligible Borrower will be 40 percent of the Borrower's purchase price for the property or \$200,000, whichever is lower. The minimum Loan to a Borrower will be not less than \$1,000.

For Mortgage Assistance provided as part of a Homeownership Development Project Loan, the maximum Loan amount by an Award recipient to an eligible Borrower will be 40 percent of the Borrower's purchase price for the property or \$250,000, whichever is lower. The minimum Loan to a Borrower will be not less than \$1,000.

- ii. Owner-Occupied Rehabilitation Assistance

The maximum Loan amount by an Award recipient to an eligible Borrower will be \$200,000 unless the home is in need of reconstruction. If the home is in need of reconstruction, the maximum Loan amount will be \$250,000. The maximum Loan amount for additional or full reconstruction of an ADU will be \$250,000. The maximum Loan amount for rehabilitation of a Manufactured Home not on a permanent foundation, or for replacement of a Manufactured Home not on a permanent foundation in the case where it has been determined by the Recipient it is infeasible to rehabilitate the home, will be \$150,000. The minimum Loan to a Borrower will be not less than \$1,000.

- iii. CalHome ADU/JADU Assistance

The maximum Loan amount by an Award recipient to an eligible Borrower for ADU/JADU construction will be \$250,000. The minimum Loan to a Borrower will be not less than \$1,000.

- iv. Serna Acquisition of Manufactured Housing

The maximum Loan or Grant amount by an Award recipient to an eligible Agricultural Worker Household will be 100 percent of the purchase price for the Manufactured Home, up to a maximum of \$150,000. The minimum Loan or Grant will be not less than \$1,000.

- b. CalHome and Serna Loan Activities: for the purposes of this HOSN, the minimum and maximum amount of funding will be:

- i. Homeownership Project Development

The maximum per-unit Loan amount for Homeownership Development Project Loans will be \$250,000.

If an Applicant is applying to fund a Homeownership Development Project with a Self-Help Housing Project, the Applicant may additionally apply for Technical Assistance of \$20,000 per-unit on top of the application amount requested for a Homeownership Development Project.

- c. Technical Assistance Funding Limits: The minimum Technical Assistance Grant to a Recipient will be not less than \$1,000. For the purposes of this HOSN, the maximum Grant per-unit will be:

- i. CalHome and Serna Technical Assistance for Self-Help Housing Projects

The maximum per-unit Grant amount will be \$20,000. All expenses shall be documented.

- ii. CalHome Technical Assistance for Shared Housing Programs

The maximum activity amount for Shared Housing Programs is established in § (c)(1) of this NOFA.

- d. Use of both CalHome and Serna funds on the same Project or Program is permitted, subject to the following limitations:

- i. Any given Assisted Unit must only be funded from one Program, CalHome or Serna.
 - ii. Any given Assisted Unit must be assisted by funds from only one Project or Program (for example, repair of an ADU - the unit can be assisted with funds from a CalHome Owner-Occupied Rehabilitation program or a CalHome ADU/JADU program, but not both.)

- iii. Each Applicant is limited to no more than \$10 million in total HOSN *Homeownership Development Project Loans*. Note: If the Applicant is an Administrative Subcontractor for or part of a Limited Liability Company, or Limited Partnership with a Tribal Entity on one or more applications, those applications will not count against the \$10 million per-Applicant limit.
- iv. Each Applicant is limited to no more than \$5 million in total HOSN program Grants.
- v. Each Applicant is limited to no more than \$10 million in total HOSN funds (including applications for Homeownership Development Project Loans and applications for program, Grants).
- vi. The per-Applicant HOSN Award cap is not applicable beyond an individual HOSN competition – it is not a cumulative per-Applicant cap across other Department NOFA funding opportunities.
- vii. The Department will not award funding from CalHome or Serna to a Unit that previously received funding from the same program funding source. For example, the Department will not provide CalHome funding under this HOSN to Units that were awarded CalHome funding in a prior CalHome funding round.

D. Funding Targets and Geographic Distribution of Funds

1. Funding Targets

To promote equitable distribution of Program funds, to the extent eligible applications are available to fund, this HOSN shall have the following targets listed below:

- a. Mobilehome or Manufactured Home Assistance: To the extent there are eligible applications, the Department shall target \$27 million of the available \$143.1 million in CalHome funds as Awards for Mobilehome or Manufactured Home assistance. To the extent there is insufficient demand of eligible applications to make \$27 million in Awards, any remaining funds will be applied to the general pool of Applicants.
- b. Community-Based Developer: To the extent that there are eligible applications, the Department shall target 15 percent of HOSN funds (i.e., \$26.5 million) to Community-Based Developers applying for a Homeownership Development Project Loan and/or a Self-Help Technical Assistance Grant. This shall include 15 percent of the total CalHome funds available under the HOSN (i.e., \$21.5 million) and 15 percent of the total Serna funds available under the HOSN (i.e., \$5 million).

Capability points (maximum 40 points) will not be considered in the ranking of the Community-Based Developer funding target; however, the capability point category will be applicable if an application is unsuccessful in the Community- Based Developer funding target and is then ranked with the remaining unfunded applications.

2. Geographic Distribution of Funds

The HOSN shall have geographic targets of up to 46 percent of available funds for Southern California, up to 24 percent for Northern California, and up to 20 percent for rural jurisdictions. Ten percent shall not be subject to a specific geographic distribution. In its sole discretion, HCD may determine the geographic distribution targets have been met based either on individual Program funding components or on the amount of total funds awarded under this NOFA.

For the purpose of geographic distribution:

- Targets are based on the percent of Low-Income renters in California, based on the HUD-released data from the American Community Survey (ACS) for the 2017-2021 period.
- "Rural" is defined to be consistent with the definition used by the TCAC for the tax credit program. A list of Rural areas, as well as the methodology to determine Rural or non-rural status, can be found on TCAC's website or by clicking this link: <https://www.treasurer.ca.gov/ctcac/2022/rural-status.pdf>.

Northern	Non-rural areas of the following counties: Alameda, Butte, Contra Costa, El Dorado, Fresno, Kings, Madera, Marin, Merced, Monterey, Napa, Placer, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Sutter, Tulare, Yolo, Yuba
Southern	Non-rural areas of the following counties: Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura
Rural	Rural areas as defined by statute, including but not limited to the following 100 percent rural counties: Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Sierra, Siskiyou, Tehama, Trinity, Tuolumne

B. Threshold Requirements

1. Site Control: For Homeownership Development Project Loans, Recipients shall

comply with the Site Control requirements listed in Guidelines §400.3

2. Minimum Point Score: Applicants must achieve a minimum point score of 55 points in the Base Evaluation Criteria in Section IV of this HOSN to be considered for a funding Award.
3. Other Threshold Requirements: A Project is not eligible for an Award unless it meets all the threshold requirements of the relevant Program (CalHome or Serna). Please review the individual Program Guidelines for each Program for complete information.

Below is a summary of some of the key threshold requirements and is not to be considered a complete representation of the entirety of the threshold, or other requirements, terms, and conditions for CalHome and Serna.

a. CalHome and Serna Guidelines Section §208 Threshold Requirements

The following are highlights of CalHome and Serna threshold requirements:

- i. A Local Public Entity that is not a Tribal Entity shall only be eligible to apply for an Award of program funds for a Local Program or project located within its jurisdictional boundaries. A Tribal Entity shall be eligible to apply for an award of CalHome program funds for a Local Program or project located anywhere within the State of California.
- ii. A Nonprofit Corporation or Tribally Designated Housing Entity shall only be eligible to apply for an Award of program funds for a program or project if it has developed a project or operated a housing program in California within the past two years or if the Nonprofit Corporation or Tribally Designated Housing Entity has an existing 523 Self-Help Technical Assistance Grant Agreement with the United States Department of Agriculture (USDA).

b. Serna Guidelines §208: Threshold Requirements

All Serna threshold requirements shall be satisfied. The following are highlights of Serna threshold requirements:

- i. All Unis assisted with program funds must serve Lower-Income Agricultural Households.

C. Rating and Ranking

1. All applications will be evaluated on the Base Evaluation Criteria included in Section IV(A) of this HOSN. Applications for Serna funding will also be scored on the additional Serna Criteria included in Section IV(B). All applications meeting the threshold requirements of the applicable Program and achieving a minimum point score of 55 points in Base Evaluation Criteria will be considered for funding pursuant to the process described below:

- a. CalHome and Serna applications will be ranked separately since the additional evaluation criteria used for Serna applications means those applications have a higher possible maximum score.
- b. Funding targets will be applied in the following order: 1) Community-Based Developers, 2) Mobilehome or Manufactured Home assistance and finally 3) geographic. All applications awarded under the Mobilehome or Manufactured Home assistance will also count towards meeting the applicable regional targets. If a concentration of Awards in any geographic area would make it impossible for the Department to meet the geographic funding targets established in this HOSN, the Department may skip to lower-scoring applications in other geographic areas.
 - i. Applications that include some activities that are eligible for a funding target and some that are not eligible for a funding target, or include activities in multiple geographic regions, will be separated out into multiple applications for the purposes of rating and ranking. For example, if an Applicant applies for \$1 million for Owner- Occupied Rehabilitation funds targeted to Mobilehome or Manufactured Home assistance and \$2 million for Owner-Occupied Rehabilitation funds not targeted to Mobilehome or Manufactured Home assistance, the \$1 million request will be scored separately from the \$2 million request and only the \$1 million request will be considered in the Mobilehome or Manufactured Home assistance funding target.

Similarly, if an Applicant applies for \$500,000 in Mortgage Assistance program funds to be used in rural areas and \$2.5 million in Mortgage Assistance program funds to be used in non-rural areas in Southern California, the \$500,000 request will be scored separately from the \$2.5 million request. As such, it is possible that only the part of a given application that is eligible as part of a funding target or is in an undersubscribed geographic area will be awarded funds if the remainder of the application does not score high enough in the general ranking. Funding targets will only be awarded to the extent that eligible applications (those meeting all threshold requirements including minimum point score) exist. If the Department receives fewer eligible applications than funding available, any unawarded funds within the funding targets may be used to fund remaining eligible applications based on ranked score.

- ii. CalHome funding targets for Community-Based Developers, and Mobilehome or Manufactured Home assistance: Beginning with the top-ranked CalHome applications (according to the Base Evaluation Criteria, including tiebreakers as applicable) eligible for the funding target, the highest scoring applications will be “fully funded” (provided all applicable threshold, minimum point score, and other eligibility criteria are met).

“Fully funded” means these applications will receive an Award of all requested Program funds, subject to applicable limits. Applicable limits that could result in Department Awards below requested levels include but are not limited to: maximum allowable funding limits (per unit, per project and per Applicant) and available funding in the Homeownership HOSN. Applicants that are eligible can compete in multiple funding targets if unsuccessful in one due to oversubscription. CalHome applications funded through the Community- Based Developer and Mobilehome or Manufactured Home assistance funding target are accounted for in the geographic percentage targets.

iii. Serna funding target for Community-Based Developers will begin with the top-ranked Serna applications (according to the Base Evaluation Criteria, including tiebreakers as applicable) eligible for the Community-Based Developers funding target, the highest scoring applications will be “fully funded” (provided all applicable threshold, minimum point score, and other eligibility criteria are met). “Fully funded” means these applications will receive an Award of all requested Program funds, subject to applicable limits. Applicable limits that could result in Department Awards below requested levels include but are not limited to: maximum allowable funding limits (per unit, per project and per Applicant) and available funding in the Homeownership HOSN. Serna applications funded through the Community-Based Developer funding target are accounted for in the geographic percentage targets.

Once all funding targets are met to the extent possible, the highest-ranking remaining Serna applications will be fully funded until Serna funds are exhausted. However, if a concentration of Serna Awards in any geographic area would make it impossible for the Department to meet the geographic funding targets established in this HOSN, the Department may skip to lower-scoring Serna applications in other geographic areas.

iv. If the last-ranked Serna application requests more Serna funds than remain, that Project will, conditioned upon the availability of additional funding, receive an augmentation of Serna funds, and be fully funded.

v. Finally, the highest-ranking CalHome applications will be fully funded until CalHome funds are exhausted. However, if a concentration of CalHome Awards in any geographic area would make it impossible for the Department to meet the geographic funding targets established in this HOSN, the Department may skip to lower-scoring CalHome applications in other geographic areas.

vi. If the last-ranked CalHome application requests more CalHome funds than remain, that Project will, conditioned upon the availability of additional funding, receive an augmentation of CalHome funds and be fully funded.

D. Negative Points and Disencumbrance of Awards

1. The Department's Negative Points Policy ([Administrative Notice Number 2022-01](#)), published on the Department's website, is hereby incorporated by this reference to the HOSN as if set forth in full herein, and shall apply with equal force as all other provisions set forth herein. If the Applicant is subject to a negative points assessment based on the criteria outlined in the Department's Negative Points Policy, or is determined to be ineligible for funding, the Department shall notify the Applicant in writing in the initial point score letter.
2. Funds awarded under this HOSN may be disencumbered by the Department as set forth in §603 of the Guidelines.

III. Application Submission and Review Procedures

A. Application Submission Process

Application materials must be submitted electronically via the application portal. The portal link, and requirements for submitting the HOSN application and required supporting documentation including for Applicants seeking funding under the Community-Based Developer target, can be found on the Department's [Homeownership Super NOFA \(HOSN\) website](#). Please name each supporting document with the name of the document. For example, when uploading a CalHome Loan Servicing Plan, name the document "CalHome Loan Servicing Plan." The application instructions and submittal portal will be available beginning December 13, 2024.

Applicants must upload and submit all application materials to the application portal no later than 4:00 p.m. Pacific Time on Thursday, March 13, 2025. Applications that do not meet the filing deadline will not be eligible for funding. Applications must be on HCD's forms and cannot be altered or modified by the Applicant. It is the Applicant's responsibility to ensure the application is clear, complete, and accurate. Excel forms must be submitted in Excel format, not a PDF document.

B. Application Workshops

The Department will conduct a recorded webinar application workshop for the Homeownership HOSN. Please go to the [Homeownership Super NOFA \(HOSN\) website](#) for the dates and locations and to register.

C. Disclosure of Application

Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act (Chapter 1473,

Statutes of 1968). As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank account numbers, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

IV. Evaluation Criteria

A. Base Criteria

Each CalHome and Serna application considered for funding shall be rated using the following criteria and maximum possible rating points:

Criteria	Maximum Points
Capability to operate the proposed program, administer and conduct the Self-Help Technical Assistance Project, or develop the type of Homeownership Project proposed in the application	
Number of units or projects assisted within the last four years: - For Mortgage Assistance, Owner-Occupied Rehabilitation, CalHome ADU/JADU, and Serna Acquisition of Manufactured Housing Programs: 2 – 5 units ~ 20 points 6 – 10 units ~ 30 points 11 or more units ~ 40 points - For Technical Assistance for Self-Help Housing Projects: 2 – 10 units ~ 20 points 11 – 20 units ~ 30 points 21 or more units ~ 40 points - For CalHome Technical Assistance for Shared Housing Programs: 2 units ~ 20 points 3 – 4 units ~ 30 points 5 or more units ~ 40 points - For Homeownership Development Project Loans: 2 projects ~ 20 points 3 – 4 projects ~ 30 points 5 or more projects ~ 40 points	40

Community Need in a geographic area for the proposed Local Program or project will be based on the following factors:	
For Mortgage Assistance Programs, Technical Assistance for Self-Help Housing Projects, CalHome Technical Assistance for Shared Housing Programs, CalHome ADU/JADU Programs, Serna Acquisition of Manufactured Housing Programs, and Homeownership Development Project Loans: - Housing affordability in the geographic area: The ratio of the current median sales price of a single-family home to the AMI for a four-person Household in the county in which the program or project is located. The current median sales price is the most recent available from the California Association of Realtors as of the NOFA date, and the AMI is updated on an annual basis by the Department; - Percent of renter Households that are low income: The percent of Households in renter-occupied housing with incomes below 80 percent of AMI, as reported in the most recent HUD Comprehensive Housing Affordability Strategy U.S. Census Bureau American Community Survey (HUD CHAS) data; - Percent of renter Households occupying overcrowded housing: The percent of renter-occupied housing units with more than 1.5 occupants per room, as reported in the most recent HUD CHAS data; and - Rental vacancy rate: The percent of rental housing units that are currently vacant, as reported in the most recent HUD CHAS data. For Owner-Occupied Rehabilitation Programs: - Percent of homeowner Households that are in poverty: The percent of families in Owner-Occupied housing with incomes below the federal poverty line, as reported in the most recent American Community Survey (ACS) data; and - Percent of homeowner Households that are low income: The percent of Households in Owner-Occupied housing with incomes below 80 percent of AMI, as reported in the most recent HUD CHAS data.	15
Feasibility in a geographic area for the proposed Local Program or project will be based on the following factors:	
For Mortgage Assistance Programs:	15

• Affordability of Homeownership relative to renting: The ratio of median Monthly Housing Costs for Owner- Occupied housing units with a Mortgage to median Monthly Housing Costs for renter-occupied housing units, as reported in the most recent ACS data; • Availability of homes for sale relative to the proposed lending activity: The ratio of the following: ○ The number of home sales in the most recent previous 12-month period for which data is available priced below the current median sales price of a single-family home in the county in which the program is located; ○ The number of Loans that the Applicant expects to provide in the program. For Owner-Occupied Rehabilitation Programs and CalHome ADU/JADU Programs: • Age of the housing stock: The percent of Owner- Occupied housing units over 30 years old, as reported in the most recent ACS data; and • Percent of homeowner Households occupying overcrowded housing: The percent of Owner-Occupied housing units with more than 1.5 occupants per room, as reported in the most recent HUD CHAS data. For CalHome Technical Assistance for Shared Housing Programs: • Incidence of severe cost burden for low-income renters: The percent of Households in renter-occupied housing units spending 50 percent or more of income on housing expenses, as reported in the most recent HUD CHAS data; and • Rental vacancy rate: The percent of rental housing units that are currently vacant, as reported in the most recent HUD CHAS data For Serna Acquisition of Manufactured Housing Programs: • All applications for this activity will receive 10 points for feasibility because the likelihood that they will acquire Manufactured Homes is absolute. • Applicants who can demonstrate that they have site control over land zoned appropriately on which to place all of the acquired Manufactured Homes for which they are applying for funding will receive the full 15 points. For Technical Assistance for Self-Help Housing Programs, Homeownership Development Project Loans, Mortgage Assistance	
--	--

Programs for housing newly constructed by the Applicant using funds other than CalHome or Serna funds for sale to first-time homebuyers, and Mortgage Assistance Programs for housing newly acquired and substantially rehabilitated by the Applicant using funds other than CalHome or Serna funds for sale to first-time homebuyers: • These programs and projects receive full points for feasibility. Since these programs and projects create new affordable housing units, the likelihood that they will successfully and feasibly provide affordable homes to low-income households is absolute.	
Contributes to Community Revitalization	
A Program or Project receive points if all Units to be assisted with Program funds are, or will be, located within at least one of the following: ▪Federal Promise Zone, ▪Choice Neighborhood Initiative Area, ▪Opportunity Zone, ▪Federally designated Justice40 Initiative disadvantaged community ▪High- or Highest-Resource Area on TCAC Opportunity Area Map	10
Volunteer Labor, Self-Help Labor, or Youth Construction Skills Training	
Applicants applying for Homeownership Development Project Loans or Self-Help Technical Assistance Homeownership Projects, or a Mortgage Assistance Program for housing newly constructed by the Applicant using funds other than CalHome or Serna funds, or for housing newly acquired and substantially rehabilitated by the Applicant using funds other than CalHome, or Serna funds for sale to first-time homebuyers, will receive 5 points if: • The Applicant utilizes Volunteer Labor or Self-Help Construction labor, where a minimum of five hundred (500) hours of on-site construction labor per assisted unit is provided; or • The Applicant utilizes labor provided by youth participating in a construction skills training program, where a minimum of five hundred (500) hours of on-site construction labor per assisted unit is provided. The five hundred (500) hours of construction training labor shall be provided by the 16- to 24-year-old program participants.	5
Increases Affordable Housing Supply	

Applicants applying for any of the following activities will receive 3 points for supporting the state policy goal of increasing the supply of affordable housing: • Homeownership Development Project Loans • Mortgage Assistance Programs for housing newly constructed by the Applicant using funds other than CalHome or Serna funds, or for housing newly acquired and substantially rehabilitated by the Applicant using funds other than CalHome or Serna funds for sale to first-time homebuyers • Self-Help Technical Assistance Homeownership Projects • CalHome ADU/JADU Programs • Serna Acquisition of Manufactured Housing Programs. An additional two points will be awarded to applications receiving 3 points as outlined above where the Applicant can demonstrate the new development will be located on an infill site as defined in Health and Safety Code Section 53559(d)(3)(B). Applicants must provide a detailed map, including cross streets, showing exactly where the infill site is located.	5
Number of Prospective Households Served	
For all activities, the score shall be: ▪ 1-10 prospective households ~ <i>1 point</i> ▪ 11-14 prospective households ~ <i>2 points</i> ▪ 15-19 prospective households ~ <i>3 points</i> ▪ 20-24 prospective households ~ <i>4 points</i> ▪ 25 or more prospective households ~ <i>5 points</i> For Technical Assistance for Self-Help Housing Programs, Homeownership Development Project Loans, Mortgage Assistance Programs for housing newly constructed by the Applicant using funds other than CalHome or Serna funds for sale to first-time homebuyers, and Mortgage Assistance Programs for housing newly acquired and substantially rehabilitated by the Applicant using funds other than CalHome or Serna funds for sale to first-time homebuyers: • The number of prospective households served will be equal to the number of housing units assisted. For Mortgage Assistance Programs, Owner-Occupied Rehabilitation Programs, CalHome ADU/JADU Programs, and Serna Acquisition of Manufactured Housing Programs: • The number of prospective households served will be equal	5

to the total program funds requested (not including Homebuyer Education funds or administrative costs) divided by the maximum allowable loan amount for the activity. There is no way to know in advance how large of a loan each assisted household will need; assuming the maximum allowable loan amount allows for a fair comparison. For CalHome Technical Assistance for Shared Housing Programs: The number of prospective households served will be equal to the total program funds requested divided by \$3,000.	
Prohousing Designation	
Points will be awarded to Projects or Programs that are located in jurisdictions that have received a Prohousing Designation or that have applied for a Prohousing Designation by the application due date and are certified by the Department within 45 days after the application due date.	5
Maximum Total Points	100

B. Serna Specific Criteria

Applications for Serna funding will also be evaluated on the following additional factors:

Serna Program Criteria	Maximum Points
Farmworker Need	
Points will be awarded based on the number of Office of Migrant Services (OMS) Migrant Family Housing Centers in the geographic area for the proposed Local Program or project, as identified in the Department's OMS Program Directory: 1 OMS Center ~ 10 points 2 OMS Centers ~ 20 points 3 or more OMS Centers ~ 30 points	30

C. Tiebreaker

In the event of tied point scores, the following tiebreakers shall be used to determine the ranking, in the order listed:

1. The Community Need point score
2. The Capability point score
3. The Feasibility point score
4. The total number units to be assisted
5. The award amount requested most closely matches remaining funds available and fully expends available funds. The Applicant may receive a partial award.
6. Applicant has not received a CalHome or Serna Homeownership award in the

past three years

V. Appeals

A. Basis of Appeals

1. Applicants may appeal HCD's written determination that an application is incomplete, has failed threshold review, or has otherwise been determined to provide an insufficient basis for an award (including point scoring and tie breaker).
2. At the sole discretion of the Department, the Department's written determination may include a request for clarifying and/or corrective information. For purposes of this section, "clarifying information" includes information and/or documentation that resolves ambiguities in any application materials that will inform the Department's threshold, scoring and feasibility determinations.
3. No Applicant shall have the right to appeal a decision of HCD relating to another Applicant's application (e.g., eligibility, award).
4. Any request to appeal HCD's decision regarding an application shall be reviewed for compliance with the Guidelines and this HOSN. All decisions rendered shall be made by the Program Manager or his/her designee. The decision shall be final, binding, and conclusive, and shall constitute the final action of HCD.
5. The appeal process provided herein applies solely to the decision of the Department made pursuant to this HOSN.

B. Appeal Process and Deadlines

1. Process

To file an appeal, Applicants must submit to HCD, by the deadline set forth below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to HCD at HOSN@hcd.ca.gov according to the deadline set forth in HCD review letters.

2. Filing Deadline

Appeals must be received by HCD no later than five business days from the date of HCD's threshold review, or initial score letters, representing HCD's decision made in response to the application.

C. Decision

Any request to appeal HCD's decision regarding an application shall be reviewed for compliance with the Guidelines and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of HCD.

VI. Award Announcements and Contracts

A. Award Announcements

The Department will announce program awards on the [Homeownership Super NOFA \(HOSN\) website](#).

B. Contracts

Recipient(s) will enter into a Standard Agreement with the Department. The Standard Agreement will contain relevant state contracting and program requirements, specific information about the Award, the work to be performed, a project/program timeline, and any special conditions required to make the project feasible (Guidelines §600).

The Recipient(s) shall remain a party to the Standard Agreement for the agreement's entire term. The Standard Agreement allows a maximum of 36-months from the date the Standard Agreement is fully executed by all parties to expend funds, except for Homeownership Project Developments which are allowed a maximum of 60 months (Guidelines §603).

The Department may exercise its reasonable discretion to disencumber funds or to grant an extension of time for completion (Guidelines §603). Any extensions are subject to any and all applicable encumbrances, deadlines, and limitations, including, but not limited to, HSC §54006(g). Documentation to support the Recipient's expenditure of funds shall be received prior to the contract expiration date. The Standard Agreement expires at the end of 42 months from the date the Standard Agreement is fully executed by all parties (or 66 months for Homeownership Project Developments), unless extended. Recipients remain subject to the terms of the 20-year Monitoring Agreement (Guidelines §600).

VII. Other State Requirements

The Recipient agrees to comply with all applicable state and federal laws, rules, Guidelines, and regulations that pertain to health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the program or project, the Recipient, its contractors or subcontractors, and any Loan or Grant activity, including without limitation the following:

- i. Guidelines §204 Local Program/Project Administration
- ii. Guidelines §209 State and Federal Laws, Rules, Guidelines and Regulations

iii. Guidelines §400.7 Homeownership Development Project Requirements

Where the proposed program or project type presents a fair housing issue (e.g., Serna housing), the Department reserves discretion to require a fair housing legal opinion.

A. Shared Parking

Applicants for Homeownership Development Project Loans shall examine the feasibility of shared parking agreements to replace new parking construction or limit the number of new parking spaces that will be constructed. An examination of the feasibility of shared parking shall include, at a minimum, identification of parking facilities on contiguous properties or nearby properties that would not require users to cross a street and then consideration of the apparent availability of those facilities for shared parking. (Government Code 65863.1(i)). Applicants shall submit the examination of the feasibility of shared parking at the time of application. Tribal Entities are not required to examine the feasibility of shared parking for Homeownership Development Projects located in Indian Country where an Indian tribe exercises jurisdiction.

B. Other Terms and Conditions

1. Right to Modify or Suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this HOSN at any time, including without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties via the Department's Homeownership email list and will post the revisions to the [Homeownership Super NOFA \(HOSN\) website](#). Please be sure and subscribe to the [Homeownership email list](#).

2. Conflicts

It is the duty and responsibility of the Applicant to review any funding source they obtain for a Project to ensure each of the requirements for those funding sources are compatible with Department program requirements.

In the event of any conflict between the terms of this HOSN and the Guidelines, state law, federal law, applicable regulation(s), or any number of them (collectively, "Controlling Law"), the Controlling Law shall prevail. Applicants are deemed to have fully read and understand all applicable state and federal laws, regulations, and Guidelines pertaining to the relevant Program, and understand and agree that the Department shall not be responsible for any errors or omissions in the preparation of this HOSN.



City Council Agenda Report

Agenda Item No. 7.f.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Andres Gonzalez, Interim Director of Public Works

SUBJECT: AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS – SOUTH EL MONTE CITY HALL RESTROOM REHABILITATION PROJECT (CDBG)

SUMMARY: This item will authorize the publishing of a Notice of Inviting Sealed Bids for the South El Monte City Hall Restroom Rehabilitation Project, Community Development Block Grant (CDBG).

RECOMMENDED ACTION: Staff recommends City Council authorize City Staff to publish the Notice of Inviting Sealed Bids for the South El Monte City Hall Restroom Rehabilitation Project (CDBG).

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with this action. Upon final contract award, staff will prepare a report with findings and recommendations for consideration and approval by City Council. The estimated total project cost is \$650,000, with \$511,905 funded through Community Development Block Grant (CDBG) funds. The City will use \$138,095 from its California Natural Resources Agency (CNRA) grant to cover the remaining balance.

DISCUSSION: The proposed work includes renovation and upgrade of four restrooms on the main floor (two public restrooms and two staff restrooms) located within the City of South El Monte City Hall and Council Chamber's buildings. Two of the City Hall Restrooms will be renovated to three accessible unisex restrooms per CBC 11B to meet the requirements for the entire building.

ATTACHMENT(S):

A. Notice Inviting Bids

**NOTICE INVITING SEALED BIDS
FOR**

**SOUTH EL MONTE CITY HALL RESTROOM REHABILITATION PROJECT
LACDA Project No.: [INSERT CDBG PROJECT NO]
City Project No.: [INSERT PROJECT NO]**

NOTICE IS HEREBY GIVEN that the City of South El Monte, California ("City") invites sealed Bids for the Project. The City will receive such Bids at the City Clerk's office, City Hall, 1415 N. Santa Anita Avenue, South El Monte, California 91733 up to 11:00 AM on April 9, 2025, at which time they will be publicly opened and read aloud.

SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. The project involves the renovation and upgrade of four restrooms on the main floor (two public restrooms and two staff restrooms) located within the City of South El Monte City Hall and Council Chamber's buildings. Two of the City Hall Restrooms will be renovated to three accessible unisex restrooms per CBC 11B to meet the requirements for the entire building. . This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer.

OBTAINING BID DOCUMENTS. Copies of the Bidding and Contract Documents, Plans and Specifications can be obtained as follows:

1. Please e-mail your request with your contact information to: okan.demirci@transtetch.org. Upon receipt of your e-mail, you will be registered as a plan holder, and a pdf file of the Bidding and Contract Documents, Plans and Specifications will be e-mailed to you at no cost.
2. Hard copies will not be mailed.

TIME OF COMPLETION. The Contractor shall complete all work within 40 working days of the issuance of the Notice to Proceed. See Section IB. Instructions to Bidders, "Construction Schedule, Progress of Work, Liquidated Damages" for project schedule.

ESTIMATED COST OF WORK. Estimated cost is \$650,000.00

PRE-BID MEETING AND SITE VISIT. A mandatory pre-bid meeting will be held at 11:00 AM on March 19, 2025, located at 1415 North Santa Anita Avenue, South El Monte, CA, 91733. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Because this project is also funded in part by CDBG Federal Funds, Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the case of difference between the State and Federal Wage Rates for a classification or requirement, the higher rate and requirement shall apply. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

FEDERALLY FUNDED CDBG PROJECT: This is a Federally-assisted construction project. Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. Current Wage Decision is provided at the time of the bid advertisement. Bidders shall download updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from <https://sam.gov/content/wage-determinations>. On the web site, select the following: State: CALIFORNIA, County: LOS ANGELES, Construction Type: BUILDING, HEAVY & HIGHWAY. In the event of a labor dispute, when Federal and State wage rates are in conflict, the higher of the two will prevail.

This is a HUD Section 3 Contract and all Bidders/Proposers must commit to achieving established requirements, including benchmarks, for Section 3 Workers and Section 3 Targeted Workers to be considered a responsive bidder/proposer and eligible for a contract award.

The Contractor(s) must comply with the requirement of Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Agency’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

DBE: There is no mandatory DBE Participation requirement. All bidders are required to comply with all applicable competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veterans. The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor’s or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

BONDS. Each Bid must be accompanied by a cash deposit, cashier’s check, certified check or Bidder’s Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment

Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class-B Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

RETENTION OF RECORDS. Contract shall retain all records for 5 years.

LIQUIDATED DAMAGES. Liquidated damages is \$500 per calendar day.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

If there are any questions regarding this project, please contact in writing via e-mail:

Okan Demirci, PE
okan.demirci@transtech.org

All inquiries must be submitted in writing.



City Council Agenda Report

Agenda Item No. 7.g.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION AND ADOPTION OF SECOND READING OF ORDINANCE NO. 1280, AMENDING SOUTH EL MONTE'S MUNICIPAL CODE SECTIONS 2.48.020 AND 2.48.130 OF CHAPTER 2.48 TO INCREASE THE NUMBER OF COMMISSIONERS ON THE COMMUNITY SERVICES COMMISSION FROM FIVE TO SEVEN COMMISSIONERS AND AMENDING SECTIONS 2.50.020 AND 2.50.100 OF CHAPTER 2.50 REMOVING AGE RESTRICTIONS

SUMMARY: Staff is seeking City Council to adopt second reading of Ordinance No. 1280, amending South El Monte's Municipal Code sections 2.48.020 and 2.48.130 of chapter 2.48 to increase the number of commissioners on the Community Services Commission from five to seven commissioners and amending sections 2.50.020 and 2.50.100 of chapter 2.50 removing age restrictions.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1280, amending South El Monte's Municipal Code sections 2.48.020 and 2.48.130 of chapter 2.48 to increase the number of commissioners on the Community Services Commission from five to seven commissioners and amending sections 2.50.020 and 2.50.100 of chapter 2.50 removing age restrictions.

FISCAL/FINANCIAL IMPACT: Staff estimates a total of \$800 fiscal impact in this Fiscal Year in adding two additional commissioners on the Community Service Commission. Staff will budget accordingly in FY 2025-2026.

DISCUSSION: The Ordinance was introduced for first reading at its Regular City Council Meeting of February 18, 2025.

Amendments to code sections 2.48.130 and 2.50.100 'Amendment by resolution' requires a change to 'Amendment by Ordinance'. An Ordinance may only be amended by Ordinance, as well as for a Resolution may only be amended by Resolution.

Section 2.48.020 (Membership) of Chapter 2.48 (Community Service Commission) of

Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.48.020 - Membership.

The Community Services Commission shall consist of seven city residents appointed by a majority of the City Council. The City Council shall consider the nominations of the city's senior advisory committee in appointing the senior members. No city employee is eligible to serve as a member of the commission. No person shall remain a member if that person ceases being a resident of the city. The term of office for members shall be one year. Notwithstanding the foregoing, a member shall continue to serve until a qualified successor assumes that member's seat. If a vacancy occurs during the term, the council shall appoint a qualified successor to serve the remainder of the term. A majority of the council may remove a member at any council meeting."

Section 2.48.130 (Amendment by resolution) of Chapter 2.48 (Community Service Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.48.130 – Amendment by Ordinance.

This chapter may be amended by Ordinance of the City Council."

Section 2.50.020 (Membership) of Chapter 2.50 (Commission for the Advancement of Women and Girls) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.50.020 - Membership.

The Advancement of Women and Girls commission shall consist of five city residents who are appointed by a majority of the city council. No city employee is eligible to serve as a member of the commission. No person shall remain a member if that person ceases being a resident of the city. The term of office for members shall be one year. Notwithstanding the foregoing, a member shall continue to serve until a qualified successor assumes that member's seat. If a vacancy occurs during the term, the council shall appoint a qualified successor to serve the remainder of the term. A majority of the council may remove a member at any council meeting."

Section 2.50.100 (Amendment by resolution) of Chapter 2.50 (Commission for the Advancement of Women and Girls) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.50.100 - Amendment by Ordinance.

This chapter may be amended by Ordinance of the City Council."

ATTACHMENT(S):

- A. Second Reading Ordinance No. 1280, Increasing Number of Commissioners on Community Services Commission

ORDINANCE NO. 1280

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AMENDING SOUTH EL MONTE'S MUNICIPAL CODE SECTIONS 2.48.020 and 2.48.130 OF CHAPTER 2.48 TO INCREASE THE NUMBER OF COMMISSIONERS ON THE COMMUNITY SERVICES COMMISSION FROM FIVE TO SEVEN COMMISSIONERS AND AMENDING SECTIONS 2.50.020 AND 2.50.100 OF CHAPTER 2.50 REMOVING AGE RESTRICTIONS

WHEREAS, the City of South El Monte ("City") currently establishes the Community Service Commission through South El Monte Municipal Code ("SEMMC") Chapter 2.48;

WHEREAS, the City of South El Monte ("City") currently establishes the Advancement of Women and Girls Commission through South El Monte Municipal Code ("SEMMC") Chapter 2.50;

WHEREAS, Section 2.48.020 of the SEMMC requires that the Community Services Commission consist of five City residents;

WHEREAS, Section 2.48.130 of the SEMMC states that Chapter 2.48 may be amended by resolution of the city council;

WHEREAS, Section 2.50.020 of the SEMMC requires that the Advancement of Women and Girls Commission consist of city residents, including one senior (fifty-five and over) and one youth (between the ages of sixteen through seventeen);

WHEREAS, Section 2.50.100 of the SEMMC states that Chapter 2.50 may be amended by resolution of the city council;

WHEREAS, the City Council desires to increase the size of the Community Services Commission to seven City residents; and

WHEREAS, the City Council also desires to remove age restrictions for Community Services Commission and Advancement of Women and Girls Commission.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The above recitals are true and correct and incorporated herein by reference.

SECTION 2: Section 2.48.020 (Membership) of Chapter 2.48 (Community Service Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.48.020 - Membership.

The community services commission shall consist of seven city residents appointed by a majority of the city council. The city council shall consider the nominations of the city's senior advisory committee in appointing the senior members. No city employee is eligible to serve as a member of the commission. No person shall remain a member if that person ceases being a resident of the city. The term of office for members shall be one year. Notwithstanding the foregoing, a member shall continue to serve until a qualified successor assumes that member's seat. If a vacancy occurs during the term, the council shall appoint a qualified successor to serve the remainder of the term. A majority of the council may remove a member at any council meeting."

SECTION 3: Section 2.48.130 (Amendment by resolution) of Chapter 2.48 (Community Service Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.48.130 – Amendment by Ordinance.

This chapter may be amended by Ordinance of the city council."

SECTION 4: Section 2.50.020 (Membership) of Chapter 2.50 (Commission for the Advancement of Women and Girls) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.50.020 - Membership.

The advancement of women and girls commission shall consist of five city residents who are appointed by a majority of the city council. No city employee is eligible to serve as a member of the commission. No person shall remain a member if that person ceases being a resident of the city. The term of office for members shall be one year. Notwithstanding the foregoing, a member shall continue to serve until a qualified successor assumes that member's seat. If a vacancy occurs during the term, the council shall appoint a qualified successor to serve the remainder of the term. A majority of the council may remove a member at any council meeting."

SECTION 5: Section 2.50.100 (Amendment by resolution) of Chapter 2.50 (Commission for the Advancement of Women and Girls) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.50.100 - Amendment by Ordinance.

This chapter may be amended by Ordinance of the city council."

SECTION 6: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held

to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 7: The City Clerk shall certify to the adoption of this Ordinance.

SECTION 8: Publication. The City Clerk is directed to cause this Ordinance to be published within fifteen (15) days of its passage in a newspaper of general circulation published and circulated within the City of South El Monte.

SECTION 9: Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 4th day of March, 2025.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

Susie A. Altamirano, Interim City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance No. 1280, was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 18th day of February, 2025 and that thereafter, said Ordinance was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 4th day of March 2025, by the following vote:

AYES:

NOES:

ABSENT:

Adrian Garcia, MMC, City Clerk



City Council Agenda Report

Agenda Item No. 7.h.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF PROFESSIONAL PUBLIC WORKS SERVICES WITH TIERRA WEST ADVISORS, INC.

SUMMARY: The City is in need of interim Public Works while recruitment for a permanent Public Works Director is being conducted. Tierra West Advisors, Inc. has provided a proposal to temporarily provide Public Works Director for the city.

RECOMMENDED ACTION: Staff recommends approving the attached agreement for Public Works Director services provided by Tierra West Inc. in the not-to-exceed amount of \$95,000 and for an additional three (3) months of services if needed for an aggregate not-to-exceed amount of \$190,000.

FISCAL/FINANCIAL IMPACT: The agreement is for a not-to-exceed amount of \$95,000 for three (3) month services and an additional three (3) months, if needed, for an aggregate not-to-exceed of \$190,000.

DISCUSSION: The City is in need of an interim Public Works Director to assist in running the Public Works Department, overseeing engineering, maintenance staff, NPDES storm water, street reconstruction projects, and encroachment permits. For temporary staff needs, staff would contact MuniTemps for filling positions temporary. Unfortunately, MuniTemps did not have any candidates available for Public Works Director services.

Staff contacted Tierra West Advisors and obtained a proposal for temporary Public Works Director services for the city. This would be for a three (3) month commitment with an option to extend three (3) more months.

Staff recommends approving the attached agreement for Public Works Director services provided by Tierra West Inc. in the not-to-exceed amount of \$95,000 and for an additional three (3) months of services, if needed, for an aggregate not-to-exceed amount of \$190,000.

ATTACHMENT(S):

A. SEM Tierra West PSA Public Works consulting

2025
AGREEMENT FOR PROFESSIONAL SERVICES
(Engagement: Public Works Consulting Services)
(Parties: Tierra West Advisors, Inc. and City of South El Monte)

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2025 (hereinafter, the "Effective Date") by and between the CITY OF SOUTH EL MONTE, a municipal corporation (hereinafter, "CITY") and TIERRA WEST ADVISORS, INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional services necessary for the management, planning, development, and implementation of certain Department of Public Works related projects; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills, and training necessary to competently provide such services to CITY; and

WHEREAS, CONSULTANT represents that it is qualified to perform such services pursuant to this Agreement; and

WHEREAS, the execution of this Agreement was approved by the South El Monte City Council at its Regular Meeting of _____, 2025, under Agenda Item No. _____.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing on the Effective Date and continuing for three (3) months (the "Initial Term") until its termination by one of the Parties, whichever event occurs first. If necessary, the Initial Term may be extended by CITY for an additional three (3) month term (the "Extended Term") upon written notice to CONSULTANT within fifteen (15) days prior to the expiration of the Initial Term.

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain letter-

proposal of CONSULTANT dated February 19, 2025 (hereinafter, the "CONSULTANT Proposal"), which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. Also attached and incorporated hereto is the CITY's job description for the Director of Public Works (hereinafter, the CITY's "Public Works Guidelines") as **Exhibit "B"**. The term "Scope of Services" shall be a collective reference to the CONSULTANT Proposal and the CITY Guidelines. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services.

- B. In the event of any conflict or inconsistency between the provisions of the document entitled CITY Guidelines and the CONSULTANT Proposal, the requirements of the document entitled CITY Guidelines shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF SERVICES:

- A. The Services shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). CONSULTANT shall complete the various tasks identified in the Scope of Services within the timeframes set forth in the Scope of Services and shall complete all of the Services by or before three (3) months from the Notice to Proceed (the "Completion Date"). CONSULTANT may submit a written request for additional time to complete the Services, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONSULTANT in order to complete the Services; (ii) how much additional time CONSULTANT requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONSULTANT, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONSULTANT being able to complete any other service or task; and (iv) what proactive steps CONSULTANT has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONSULTANT to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny, or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.

- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents.
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner.
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees.
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Services in accordance with the hourly rates and payment details set forth in the CONSULTANT Proposal, which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under the Initial Term of this Agreement may not exceed the aggregate sum of **NINETY-FIVE THOUSAND DOLLARS (\$95,000)** (hereinafter, the "Initial Term Not-to-Exceed Sum") during the Initial Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CITY desires to extend this Agreement with an additional three (3) month term, the City Council for CITY hereby delegates to the City Manager the authority to extend the Initial Term for an additional three (3) month term and to authorize expenditure of a Not-to-Exceed of **NINETY-FIVE THOUSAND DOLLARS (\$95,000)** (hereinafter, the "Extended Term Not-to-Exceed Sum") during the Extended Term of this Agreement, for an aggregate Not-to-Exceed Sum of **ONE HUNDRED NINETY-THOUSAND DOLLARS (\$190,000)** (hereinafter, the "Aggregate Not-to-Exceed Sum") provided that any authorization shall be made in writing signed by the City Manager and expressly referencing the City Manager's delegated authority under this paragraph. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Initial Term or Extended Term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 ADDITIONAL FEES AND REIMBURSABLE EXPENSES: Not included in the hourly rates are those items considered "exclusions", such as job-related travel, meals, lodging, fuel, airfare and other related costs incurred by CONSULTANT or non-public work-related services that are performed at the direction of CITY. Additional services requested by CITY will be charged on a time and materials basis. Reimbursable expenses shall mean out-of-pocket expenses incurred by CONSULTANT in the performance of this Agreement for postage, printing and duplication costs, and messenger costs. Reimbursable expenses shall be billable at the actual costs reasonably incurred plus a ten percent (10%) surcharge.

1.6 PAYMENT OF COMPENSATION: Within twenty (20) days following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized

invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.7 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.8 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Rene Salas, City Manager, (hereinafter, the "City Representative"), to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates John Yonai, Principal, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the

Services, using his skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All services prepared or undertaken by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:

- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any tasks or services knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to,

subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any tasks or services performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

- 2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the tasks and services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request

of the CITY. The key personnel for performance of this Agreement are Danilo Batson and John Yonai.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.

- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and

provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of one (1) year thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for**

each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested. Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV. INDEMNIFICATION

- 4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure

to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this

Agreement at any time for convenience and without cause by giving thirty (30) days assignprior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the following Events of Defaults within the following time periods:
 - i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7)

calendar days from the end of the initial 10-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable

satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its

term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3789 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*
- 6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CITY:

Tierra West Advisors
2626 East 3rd Street
Los Angeles, CA 90033
Attn: John Yonai or Rose Acosta
Yonai, Principals

City of South El Monte
4515 Santa Anita Avenue
South El Monte, Ca 91733
Attn: Rene Salas,
City Manager

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 CONFLICTS OF INTEREST:
- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
 - B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
 - C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of

CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining

provisions will continue in full force and effect.

- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to

CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SOUTH EL MONTE:

TIERRA WEST ADVISORS, INC.:

By: _____
Rene Salas, City Manager

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Susie A. Altamirano
Interim City Attorney

Date: _____

EXHIBIT "A"
CONSULTANT PROPOSAL (WITH COMPENSATION RATE)

**EXHIBIT “B”
CITY’S PUBLIC WORKS GUIDELINES**



City Council Agenda Report

Agenda Item No. 8.a.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Guillermo Arreola, Director of Community Development

SUBJECT: CONTINUED FROM THE FEBRUARY 18, 2025, REGULAR CITY COUNCIL MEETING - APPEAL OF PLANNING COMMISSION RESOLUTION NO. 24-09, ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF CONDITIONAL USE PERMIT NO. CUP 21-13 TO ALLOW FOR THE DEVELOPMENT OF A NEW 156,877 SQUARE FOOT WAREHOUSE BUILDING TO BE LOCATED AT 2222 ROSEMEAD BOULEVARD

SUMMARY: Appeal of Planning Commission Resolution No. 24-09.

RECOMMENDED ACTION: Pursuant to Government Code Section 54955.1 this hearing has been continued to March 18, 2025.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 9.a.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONTINUED FROM THE FEBRUARY 18, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF COUNCIL DELEGATES/ALTERNATES TO VARIOUS ORGANIZATIONS, AGENCIES AND SUB-COMMITTEES

SUMMARY: Staff seeks City Council approval of appointments to various Organizations, Agencies and Sub-Committees.

RECOMMENDED ACTION: Staff Recommends that the City Council discuss and make appointments.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: Under state law, an elected Mayor, with the approval of the city council, appoints the delegates and alternates. Government Code Section 40605 provides: "In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute."

Per the Los Angeles County City Selection Committee regulations, the Los Angeles County Sanitation District No. 15 regulations and the California Joint Powers Insurance Authority, the Mayor must serve as the Delegate to these agencies.

The City Council at its meeting of November 28, 2023 re-appointed Mayor Pro Tem Delgado to a two-year term commencing on January 1, 2024, to the Greater Los Angeles County Vector District Board of Trustees (GLACVCD). This term is current and expires on January 1, 2026.

ATTACHMENT(S):

A. COUNCIL DELEGATES LIST Update 11-28-23-Current

Council Delegates/Alternates to Various Organizations and Sub-Committees Log

No.	Organization	Meeting Date/Time	Delegate	Alternate	Notes	Stipend	Form 700 Y/N
1	California Contract Cities Assoc. 17315 Studebaker Rd., Ste. 210 Cerritos, CA 90703 Contact: Marcel Rodarte, Executive Director Email: marcel@contractcities.org Frank Rodarte, Administrative Specialist Email: frank@contractcities.org PH: 562-622-5533 www.contractcities.org	3 rd Wed of each month, 6:30 pm, various locations	Councilman Manuel Acosta (Appt'd 1-24-23)	Councilman Richard Angel	Statewide organization to promote legislation favorable to Contract Cities. We are a member city	\$100	N
2	California Joint Powers Insurance Authority 8081 Moody Street La Palma, CA 90623 Veronica Ruiz vrui@cjpia.org 562-467-8736 www.cjpia.org	Board of Director meeting held annually in July	Mayor Gloria Olmos	Councilman Richard Angel Appt'd 12-12-17	Consortium of cities for self-insurance. Council sits on the Board of Directors board.	\$100 for voting delegates & mileage reimbursement for travel to and from annual meeting (Form to be completed and submitted to CJPIA)	N

No.	Organization	Meeting Date/Time	Delegate	Alternate	Notes	Stipend	Form 700 Y/N
3	El Monte/South El Monte Emergency Resources Association 10900 Mulhall Street El Monte, CA 91731 Contact: Lillian Rey Email: emsem-era@sbcglobal.net PH: 626-444-7269	3 rd Thursday of each month, 3:30 pm	Councilman Hector Delgado	Councilman Manuel Acosta	Provide food and shelter during emergencies and disasters	No	N
4	Foothill Transit (Joint Powers Authority Governing Board) 100 S. Vincent Avenue Suite 200 West Covina, CA 91790 Contact: Christina Lopez Email: clopez@foothilltransit.org PH: 626-931-7204 www.foothilltransit.org	Meet twice a year, 7:30 am	Councilman Hector Delgado (also files one for Vector Control Dist.)	Mayor Gloria Olmos	Alternative public transportation board formed by 20 cities augmenting their services.	\$100 per month for Executive Board members only.	Y
5	Greater Los Angeles County Vector Control District 12545 Florence Avenue Santa Fe Springs, CA 90670 Contact: Araceli Hernandez, Board Clerk PH: 562-944-9656 info@glamosquito.org www.glamosquito.org Contact for Form 700: Maria Weinbaum, Administrative Assistant mweinbaum@glamosquito.org	2 nd Thursday of each month, 7:00 pm	Councilman Hector Delgado 2-yr Term expires January 2026 re-appt 11- 28-23 to a 2- year term commencing January 2024	NA	Mosquito abatement and disease surveillance expert and provides public health outreach. AB1234 Ethics Training Required	\$100 per meeting	Y

No.	Organization	Meeting Date/Time	Delegate	Alternate	Notes	Stipend	Form 700 Y/N
6	Los Angeles County City Selection Committee 500 W. Temple Street Room B50 Los Angeles, CA 90012 PH: 213-974-1431 cityselection@bos.lacounty.gov www.cityselection.lacounty.gov	Meetings "on-call"	Mayor Gloria Olmos Mayor must serve as the Delegate	Councilman Richard Angel	Appoint City rep to boards, agencies, and commissions; agencies; nominate for appointment members to the California Coastal Commission.	No	N
7	League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814 Contact: Meg Desmond mdesmond@cacities.org www.cacities.org PH: 916-837-6822	1 st Thursday of each month, 6:30 pm	Councilman Manuel Acosta	Mayor Gloria Olmos	Political organization of all cities in State of California for legislative purposes.	No	N
8	Metropolitan Transit Authority 1 Gateway Plaza Los Angeles, CA 90012 Contact: Michelle Jackson, MTA Board Secretary www.metro.net PH: 213-922-6000	4 th Thursday of each month, 9:30 am	Mayor Gloria Olmos	Councilman Richard Angel	Transportation planner and coordinator for more than 9.6 million people within its 1,433 square mile service area.	No	N
9	San Gabriel Valley Council of Governments (COG) 1000 South Fremont Ave Unit #42, BLDG A10N, Ste. 10-210 Alhambra, CA 91803 Contact: Stephanie Hernandez shernandez@sgvcog.org www.sgvcog.org PH: 626-457-1800	3 rd Thursday of each month, 6:00 pm	Mayor Gloria Olmos	Councilman Richard Angel	A Joint Powers Authority comprised of the 31 member cities with the authority to raise revenues and share liability with every city in the Valley.	\$50.00 per meeting.	Y For 2023 filing: under Jurisdiction-on Form 700 Check "other" and write in Agency Jurisdiction

No.	Organization	Meeting Date/Time	Delegate	Alternate	Notes	Stipend	Form 700 Y/N
10	San Gabriel Valley Economic Partnership 4900 Rivergrade Rd. Ste. A310 Irwindale, CA 91706 PH: 626-856-3400 www.valleyconnect.com	2 nd Wednesday in January, March, May, July, September, and November (Board of Directors only)	Mayor Gloria Olmos	Councilman Richard Angel	Sustain and build the regional economy for the benefit of 31 cities, chambers of commerce, academic institutions, businesses and residents.	No	N
11	LA County Sanitation Districts Sanitation District No. 15 1955 Workman Mill Road Whittier, CA 90607 Contact: Kim Christensen kchristensen@lacsds.org PH: 562-908-4288 ext. 1101 www.lacsds.org	4 th Wednesday of each month, 1:30 pm	Mayor Gloria Olmos Mayor must serve as the Delegate	Councilman Richard Angel	Represent City on all affairs regarding sewer, water reclamation, waste disposal and landfill.	\$125 per meeting	Y
12	Southeast Area Animal Control Authority 9777 SEAACA Street Downey, CA 90241 Contact: Cathy Kyle administration@seaaca.org PH: 562-803-3301 ext. 221 www.seaaca.org	3 rd Thursday of each month, 2:00 pm	Mayor Gloria Olmos	Councilman Richard Angel	Consortium of cities for animal control purposes.	\$225 per meeting	Y

No.	Organization	Meeting Date/Time	Delegate	Alternate	Notes	Stipend	Form 700 Y/N
13	Southern California Assoc. of Governments (SCAG) 900 Wilshire Blvd, Ste. 1700 Los Angeles, CA 90017 Contact: Maggie Aguilar aguilarm@scag.ca.gov PH: 213-630-1420 www.scag.ca.gov Contact Yvette Macias, Government Affairs Officer for San Gabriel Valley, San Fernando Valley and City of Los Angeles PH: (951) 214-9220.	1 st Thursday of each month, 12:00 pm for Regional Reps only, our rep is Margaret Clark, Councilmember with City of Rosemead	Mayor Gloria Olmos only General Assembly which meets once a year, 1st Thursday, in the month of "May" in Palm Desert	Councilman Richard Angel an alternate only for attending the General Assembly	Addresses regional transportation and land use. Notes: Members represented by Districts, 191 Members, Elections every two years,	No	Form 700 ONLY if they attend the General Assembly in "May" then they would file an assuming and leaving for that day, per FPPC.

Sub-Committees

No.	Organization	Meeting Date/Time	Representative	Representative	Notes	Stipend	Form 700 Y/N
14	Sub-Committee for City of South El Monte Community Disaster Council 1415 Santa Anita Avenue South El Monte, CA 91733 Contact: Dianna Gomez Email: dgomez@soelmonte.org PH: 626-579-6540 www.ci.south-el-monte.ca.us	Meetings called by Chair	Mayor Gloria Olmos	Councilman Manuel Acosta	In-house committee for emergency preparedness	No	N

15	Sub-Committee for Flags of Valor Memorial Event	Meetings "on-call"	Councilman Rudy Bojorquez	Mayor Gloria Olmos		No	N
16	Sub-Committee for New Temple Park Rehabilitation Project	Meetings "on-call"	Mayor Gloria Olmos Board Member Rubio	Councilman Richard Angel President Castillo		No	N
17	Sub-Committee for Night Markets	Meetings "on-call"	Councilman Rudy Bojorquez	Mayor Gloria Olmos		No	N
18	Committee for Employee Recognition Dinner	Meetings "on-call"	Mayor Gloria Olmos			No	N
19	Sub-Committee for Staff Development and Team Building Event (Picnic)	Meetings "on-call"	Mayor Gloria Olmos	Councilman Richard Angel		No	N
20	Committee for State of the City	Meetings "on-call"	Mayor Gloria Olmos			No	N



City Council Agenda Report

Agenda Item No. 9.b.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: DISCUSSION AND DIRECTION REGARDING VACANCY ON THE PATRIOTIC COMMISSION

SUMMARY: City Council to discuss and provide staff direction on vacancy.

RECOMMENDED ACTION: Staff Recommends City Council discuss and provide staff direction.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: The City received a letter of resignation from Alejandro Miramontes De Anda from the Patriotic Commission. The City Council made appointments at their January 28, 2025 City Council Meeting. From the list of applicants, Abraham Flores Rojo was left on the list.

Staff has provided three (3) options:

- Option 1: City Council may appoint Abraham Flores Rojo;
- Option 2: Issue notice of vacancy and accept new applications;
- Option 3: Consider applications from those not appointed to other commissions.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 12.a.

DATE: March 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **Mayor Pro Tem Hector Delgado**

1. For the State of the City event, direct staff to use all sponsorship dollar donations for scholarships and to use general funds to pay for the event, including rental hall, giveaways, and food.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None