

# **CITY COUNCIL**

## **MEETING AGENDA PACKET**

Tuesday, February 25, 2025  
5:30 pm



Sierra Madre City Council Chambers  
232 W. Sierra Madre Boulevard  
Sierra Madre, California 91024

Mayor Robert Parkhurst, Mayor Pro Tempore Kristine Lowe  
Council Members: Edward Garcia, Gene Goss, and Kelly Kriebs

**AGENDA  
SPECIAL MEETING  
SIERRA MADRE CITY COUNCIL,**

**Tuesday, February 25, 2025**

**Closed Session 4:30 pm**

**City Hall Council Chambers  
232 W. Sierra Madre Boulevard  
Sierra Madre, California 91024**

*Robert Parkhurst, Mayor  
Kristine Lowe, Mayor Pro Tem  
Edward Garcia, Council Member  
Gene Goss, Council Member  
Kelly Kriebs, Council Member*

*Sue Spears, City Treasurer*



**PUBLIC COMMENT**

The Council will listen to the public on any item on the agenda. Under the Brown Act, Council is prohibited from taking action on items not on the agenda, but the matter may be referred to staff or to a subsequent meeting. Each speaker will be limited to three continuous minutes, which may not be delegated. These rules will be enforced but may be changed by appropriate City Council action.

**PUBLIC COMMENT FOR ITEMS ON THE AGENDA:**

Persons wishing to speak on closed session items have a choice of doing so either immediately prior to the closed session or at the time for comments on items at the open session.

**CLOSED SESSION**

**CALL TO ORDER/ROLL CALL**

Mayor Parkhurst, Mayor Pro Tem Lowe, Council Member Garcia, Council Member Goss, and Council Member Kriebs

**PUBLIC COMMENT**

Regarding Closed Session Items

**RECESS TO CLOSED SESSION REGARDING:**

- 1) Public Employment (Gov. Code Sec. 54957)  
Title: City Manager
- 2) Conference with Legal Counsel; Initiation of Litigation (Gov. Code Sec. 54956.9(d)(4))  
Number of Potential Cases: 1
- 3) Public Employee Performance Evaluation (Gov. Code Sec. 54957)  
Title: City Attorney

**ACTION ITEMS**

Regardless of staff recommendation on any agenda item, the City Council will consider such matters, including action to approve, conditionally approve, reject, or continue such item.

**MEETING ASSISTANCE**

If you require special assistance to participate in this meeting, please call the City Clerk's Office at (626) 355-7135 at least 48 hours prior to the meeting.

**AGENDA  
REGULAR MEETING  
SIERRA MADRE CITY COUNCIL**

*Robert Parkhurst, Mayor  
Kristine Lowe, Mayor Pro Tem  
Edward Garcia, Council Member  
Gene Goss, Council Member  
Kelly Kriebs, Council Member*

*Sue Spears, City Treasurer*

**Tuesday, February 11, 2025  
5:30 pm**

**City of Sierra Madre  
City Council Chambers  
232 W. Sierra Madre Boulevard  
Sierra Madre, California 91024**



The Brown Act provides the public with an opportunity to make public comments at any public meeting; As an alternative, public comment may be made by e-mail to [PublicComment@CityofSierraMadre.com](mailto:PublicComment@CityofSierraMadre.com) by 3:00PM on the day of the meeting. Emails will be acknowledged at the Council meeting, filed into public record, and scanned onto the City website for public review.

The meeting will be streamed live on the City's website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com), on Foothills Media website at <http://www.foothillsmedia.org/sierramadre> and broadcast on Government Access Channel 3 (Spectrum)

**CODE OF CONDUCT**

The purpose of a City Council meeting is to conduct City business. Members of the public that behave in a manner that interrupts or obstructs the Council's ability to conduct City business may be asked to leave the meeting. Any and all demonstrations which disrupt, interrupt, or obstruct the Council's ability to conduct City business are prohibited. No signs, posters or other large objects shall be brought into the Council Chambers or other meeting place if doing so would disrupt, disturb or otherwise impede the orderly course of the meeting.

### **CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL**

Mayor Parkhurst, Mayor Pro Tem Lowe, Council Member Garcia, Council Member Goss, Council Member Kriebs

### **PLEDGE OF ALLEGIANCE AND INSPIRATION**

Council Member Kriebs

### **APPROVAL OF MEETING AGENDA**

Vote of the City Council to proceed with City business.

### **COUNCIL OUT FROM CLOSED SESSION**

Report out from Closed Session held on January 28, 2025.

- 1) Public Employment (Gov. Code Sec. 54957)  
Title: City Manager
- 2) Conference with Legal Counsel; Initiation of Litigation (Gov. Code Sec. 54956.9(d)(4))  
Number of Potential Cases: 1
- 3) Public Employee Performance Evaluation (Gov. Code Sec. 54957)  
Title: City Attorney

### **APPROVAL FOR READING RESOLUTIONS AND ORDINANCES**

Vote of the City Council to read all Ordinances and Resolutions by title only and waive the reading in full.

### **APPROVAL OF MEETING MINUTES**

Approval of February 11, 2025, City Council meeting minutes

### **MAYOR AND CITY COUNCIL REPORTS**

Reporting of Council Members' activities related to City business.

### **PUBLIC PARTICIPATION CODE OF CONDUCT**

Your participation is welcomed and invited at all City Council meetings. The Council requests that participants refrain from making personal, slanderous, profane, or disruptive remarks. A person who continues to disrupt the orderly conduct of the meeting after being warned by the Mayor or designee to cease the disruption may be precluded from further participation in the meeting. No signs, posters, or other large objects shall be brought into official meeting places if doing so would disrupt, disturb, or otherwise impede the orderly course of the meeting.

### **PUBLIC COMMENT**

The Council will listen to the public on any item on the agenda. In addition, the Council will devote time for public comment on items not on the agenda. Addressing the City Council from the audience is not permitted; all comments addressing the Council must be made from the podium. Only public comment made from the podium will be recognized by the City Council and entered into public record.

### **Providing Public Comment For Items on the Meeting Agenda**

Persons wishing to speak on any item on the agenda will be called during the comment period at the time the agenda item is brought forward. Persons wishing to speak on closed session items have a choice of doing so either immediately prior to the closed session or at the time for comments on items at the open session.

### Provide Public Comment for Topics not on the Meeting Agenda

Time shall be devoted to provide public comments for items not on the agenda. Under the Brown Act, Council is prohibited from taking action on items not on the agenda.

### Providing Public Comment

1. Any person wishing to provide public comment is asked to complete a comment card. Each speaker will be limited to up to three continuous minutes, which may not be delegated or deferred.
2. A podium is provided for public comment. Comments addressed to the Council shall occur during the appropriate time on the agenda and should not be construed as an opportunity for dialogue.

## **PRESENTATIONS**

### **1. A REPORTING FROM CITY STAFF ON THE MID-FEBRUARY WINTER STORMS**

## **ACTION ITEMS**

*Regardless of staff recommendation on any agenda item, the City Council will consider such matters, including action to approve, conditionally approve, reject, or continue such item.*

## **CONSENT**

- a) **CONSIDERATION OF RESOLUTION 25-14 APPROVING CERTAIN DEMANDS**  
It is recommended that the City Council approve Resolution 25-14 approving payment of City Warrants in the aggregate amount of \$101,624.30, Sierra Madre Library Warrants in the aggregate amount of \$359,059.55, and Payroll Transfer in the aggregate amount of \$547,797.81; for the Fiscal Year ending June 30, 2025.
- b) **SECOND READING OF ORDINANCE 1478 DESIGNATING THE CITY MANAGER AS THE DIRECTOR OF EMERGENCY SERVICES**  
It is recommended that the City Council read Ordinance 1478 by title only, waiving further reading, and adopt Ordinance 1478.
- c) **RESOLUTION NO. 25-06 ESTABLISHING A LEGISLATIVE ADVOCACY POLICY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE POLICY POSITIONS ON LEGISLATION, REGULATION, INITIATIVES, OR OPPORTUNITIES**  
It is recommended that the City Council consider adoption of Resolution No. 25-06 authorizing the City Manager or designee to advocate for resources to the City, a neighboring public agency, or a member organization of which the City is a member.
- d) **CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH BARON & BUDD, P.C. AND DIAB CHAMBERS, LLP**  
It is recommended that the City Council approve a professional services agreement with Baron & Budd, P.C. and Diab Chambers, LLP

## **DISCUSSION**

### **1. CONSIDERATION OF RESOLUTIONS PROCLAIMING THE CONTINUATION OF A LOCAL EMERGENCY CAUSED BY THE EATON FIRE AND PROCLAIMING A LOCAL EMERGENCY CAUSED BY THE 2025-MID FEBRUARY WINTER STORM**

It is recommended that the City Council adopt Resolution 25-15 proclaiming the continuation of a local emergency caused by the Eaton Fire; and adopt Resolution 25-16 proclaiming a local emergency caused by the 2025 mid-February winter storm.

### **2. CONSIDERATION OF ADOPTION OF A CODE ENFORCEMENT OFFICER BODY WORN CAMERA POLICY**

It is recommended that the City Council adopt a policy of Body Worn Camera worn by the City's Code Enforcement Officer.

## **ACTION ITEMS**

*Regardless of staff recommendation on any agenda item, the City Council will consider such matters, including action to approve, conditionally approve, reject, or continue such item.*

## **PUBLIC HEARING**

*The appellant and/or applicant will each be provided a total of ten (10) minutes to address their item. A portion of their allotted time may be reserved for rebuttal or a summary conclusion at the close of public comment. All other speakers will be limited to a total of three continuous minutes, which cannot be delegated. These rules will be enforced but may be changed by appropriate City Council action.*

## **AVAILABILITY OF AGENDA MATERIALS**

*Materials related to items on this agenda are available for public inspection on the City's website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com).*

## **LIVE BROADCASTS**

*Regular City Council meetings are broadcast live on Cable Channel 3 and rebroadcast on Wednesday and Saturday at 5:30 p.m.*

## **MEETING ASSISTANCE**

*If you require special assistance to participate in this meeting, please call the City Clerk's office at (626) 355-7135 at least 48 hours prior to the meeting.*

## **ADJOURNMENT**

*The City Council will adjourn to a meeting to take place March 11, 2025.*



# City of Sierra Madre Agenda Report

*Robert Parkhurst, Mayor*  
*Kristine Lowe, Mayor Pro Tem*  
*Edward Garcia, Council Member*  
*Gene Goss, Council Member*  
*Kelby Kriebs, Council Member*

*Sue Spears, City Treasurer*

TO: Mayor and City Council

FROM: Anthony Rainey, Finance Director

REVIEWED BY: Jose Reynoso, City Manager

DATE: February 25, 2025

**SUBJECT: APPROVAL OF WARRANTS FOR PAYMENT**

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## **STAFF RECOMMENDATION**

Staff recommends the City Council approve payment of the following:

- **Outstanding Obligated City Warrants:** \$101,624.30
- **Outstanding Obligated Sierra Madre Library Warrants:** \$359,059.55
- **Payroll Transfer:** \$547,797.81

## **ALTERNATIVES**

1. Approve the requested ratifications.
2. Direct staff to return with additional information.

## **SUMMARY**

To ratify means to formally approve or confirm a decision or action, making it officially valid. In this context, it ensures that the City Council affirms the payment of public funds after a thorough review process. The City Council is requested to ratify warrants and approve checks issued for payment, as certified by the Director of Finance. These payments have been reviewed for compliance with the City's approved budget, financial policies, and authorized spending limits. Ratification by the City Council formally authorizes the disbursement of public funds, ensuring transparency, accountability, and adherence to sound fiscal management practices.

## **ANALYSIS**

**State and City Requirements:** The approval of warrants for payment by the City Council is a procedural requirement established under the California Government Code (§ 37208) and the Sierra Madre Municipal Code (§ 3.04.010). The City utilizes resolutions to approve warrants in accordance with Chapter 3.04 - Administration of Fiscal Matters under Title 3 - Finance of the Sierra Madre Municipal Code. These provisions outline the procedures and regulations governing the issuance and management of payment warrants, ensuring transparency,

accountability, and compliance in financial transactions involving public funds.

**Warrant:** A "warrant" is a written authorization directing the payment of money to vendors, contractors, or service providers for goods or services rendered to City departments. These measures ensure that public funds are used appropriately and in alignment with City policies and legal requirements.

**Purpose of the Process:** The primary purpose of this process is to confirm that all payments align with the City's budgetary allocations, procurement policies, and service agreements. Approval by the City Council serves as a critical management control, ensuring that expenditures are lawful, necessary, and consistent with City priorities. Department Heads review and verify invoices, while City staff maintain robust internal controls through proper documentation, authorization workflows, and reconciliation procedures.

**Warrant for Payment Report:** This attached report, commonly referred to as the *Check Approval Register*, provides a detailed account of payees, payment amounts, and purposes. This tool allows the City Council and staff to actively monitor expenditures, ensuring financial oversight, fostering public trust, and reinforcing fiscal responsibility. Failure to adhere to these practices could expose the City to financial risks, compliance issues, and diminished public confidence.

**Check Approval Register Overview:** The *Check Approval Register* is generated using the City's Enterprise Resource Planning (ERP) system, Tyler Technologies Pro 10. This report offers a comprehensive overview of financial disbursements, including payee names, payment amounts, dates, and purposes. By providing a clear and detailed record of financial transactions, the register promotes transparency and ensures public funds are utilized effectively. This level of detail allows City Council members and residents to track municipal expenditures and reinforces accountability in financial management. The following are key fields from the Check Approval Register and their definitions:

1. **Packet:** Refers to a batch of payment transactions processed together, often linked to a specific date or approval cycle.
2. **Vendor Set:** Identifies the category or group of vendors (e.g., utilities, general, or project-specific).
3. **Vendor Number:** A unique identifier assigned to each vendor for tracking and referencing purposes.
4. **Vendor Name:** The name of the individual or organization receiving the payment.
5. **Bank Code:** A code representing the bank account from which the payment is drawn.
6. **Payment Type:** Specifies the method of payment, such as check, electronic funds transfer (EFT), or wire transfer.
7. **Invoice #:** The unique number associated with the vendor's invoice, serving as a reference for the payment.
8. **Invoice Description:** A brief summary of the goods or services rendered, as described on the invoice.

9. **Account Number:** The City's general ledger account charged for the payment, structured as follows:
  - a. **Fund Code:** (e.g., **10000**) Identifies the fund, such as the General Fund.
  - b. **Department Code:** (e.g., **81200**) Indicates the responsible department, such as Public Works.
  - c. **Object Code:** (e.g., **52200**) Specifies the type of expenditure, such as contractual services.
  
10. **Distribution Amount:** The amount allocated to a specific account, showing how the payment is distributed across budget line items.

These fields ensure accuracy, transparency, and accountability in financial reporting and expenditure tracking, aligning with the City's commitment to sound fiscal management practices. This process not only fulfills legal and procedural requirements but also underscores the City's dedication to effective governance and responsible stewardship of public funds.

#### **CONSISTENCY WITH GENERAL PLAN**

Not applicable.

#### **FINANCIAL REVIEW/SOURCE OF FUNDING**

The payments presented for ratification have been made in accordance with the City's approved budget for the fiscal year. All expenditures are charged to their respective funds and accounts as outlined in the City's financial plan. The warrants, library payments, and payroll transfers were funded from the General Fund, Special Revenue Funds, and other designated funding sources, ensuring compliance with budgetary allocations and authorized spending limits. No unbudgeted or unauthorized expenses are included in this report.

#### **ENVIRONMENTAL (CEQA)**

Not applicable.

#### **PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com).

#### **Attachments**

Resolution 25-14

**RESOLUTION NUMBER 25-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE  
APPROVING CERTAIN DEMANDS**

**WHEREAS**, Government Code sections 37208-37209 authorize the City Council to ratify and approve warrants or checks drawn in payment of demands certified or approved by the Director of Finance as conforming to the budget; and,

**WHEREAS**, the following demands have been reviewed and approved by the Finance Director; and,

**WHEREAS**, the Finance Director has verified that appropriated funds are available for payment thereof; and,

**WHEREAS**, the register of audited demands has been submitted to the City Council for approval; and

**WHEREAS**, City Warrants are the payment of bills, invoices and contractual obligations incurred by the City of Sierra Madre during the period enumerated therein, based on the approved fiscal year budget and existing budgetary authority, Municipal Code authority, or prior policy direction by the City Council; and

**WHEREAS**, Payroll Transfer is the transfer of funds to cover the payroll costs for all City employees for the period enumerated therein.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Sierra Madre does hereby approve payment of City Warrants in the aggregate amount of \$101,624.30; Sierra Madre Library Warrants in the aggregate amount of \$359,059.55; and Payroll Transfer in the aggregate amount of \$547,797.81 for the fiscal year ending June 30, 2025

**APPROVED AND ADOPTED** this 25<sup>th</sup> day of February 2025.

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Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 25-14 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 25th day of February 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

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City Clerk, City of Sierra Madre, California

**City of Sierra Madre  
Department of Finance  
Warrant Register Recap  
City Council Meeting of February 25, 2025**

**CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY**

City of Sierra Madre Warrants .....\$101,624.30

Sierra Madre Library Warrants.....\$359,059.55

Payroll Transfer.....\$547,797.81

**Warrant Register Post Date 2/25/25**

**Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY24/25	General Warrants	\$81,145.03	1-3
FY24/25	General Manual Warrant	\$18,201.77	4-5
FY24/25	General Utility Bills	\$2,277.50	6
FY24/25	General Manual Utility Bills	\$48,782.93	7-8
	Total	\$101,624.30	

FY24/25	Library Warrant	\$359,059.55	9
FY24/25	Library Manual Warrant	\$483.55	10
	Total	\$359,059.55	

Pay Date:			
2/13/2025	Payroll #4	\$547,797.81	
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
	Total	\$547,797.81	



Packet: APPKT07886 - GEN 2/25/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 02/19/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN04273</u>	34TH STREET INC				<b>2,923.29</b>
APBWEST	Check	<u>2024-152</u>	AB1825 HARASSMENT PREVENTION	60007.70100.52205	2,923.29
<u>VEN01796</u>	ADAMSON POLICE PRODUCTS				<b>358.31</b>
APBWEST	Check	<u>INV428347</u>	PD SAFE EQUIPMENT	10000.50000.53300	358.31
<u>VEN03814</u>	AIR SOURCE INDUSTRIES				<b>91.65</b>
APBWEST	Check	<u>00941994</u>	OXYGEN	10000.64000.53300	91.65
<u>0433</u>	ALLSTAR FIRE EQUIPMENT, INC.				<b>399.07</b>
APBWEST	Check	<u>261859</u>	EATON FIRE: SUPPLIES	28009.33000.53999	399.07
<u>VEN03454</u>	AMAZON CAPITAL SERVICES				<b>285.14</b>
APBWEST	Check	<u>1113-DKTO-Y9VL</u>	MISC SUPPLIES 1/20/25 - 2/2/25	10000.61000.52302	42.29
				10000.61000.53100	47.99
				10000.61000.53300	160.29
		<u>199N-DDC3-69H3</u>	MISC SUPPLIES 1/20/25 - 2/2/25	10000.50000.53100	28.08
		<u>1MDF-71W9-4QXH</u>	MISC SUPPLIES 1/20/25 - 2/2/25	10000.61000.52302	26.45
				10000.61000.53100	30.59
		<u>1VPG-LP6P-YJIG</u>	MISC SUPPLIES CREDIT	37006.72000.53999	-50.55
<u>1150</u>	AMERICAN WATER WORKS ASSN				<b>525.00</b>
APBWEST	Check	<u>SO207399</u>	#00034253 MEMBERSHIP 3/1/25 - 2/28/26	60002.30000.53409	525.00
<u>VEN01519</u>	Armen Khourdajian				<b>56.56</b>
APBWEST	Check	<u>INV040084</u>	TRAVEL REIMB:GLOCK & REMINGTON CLASS-KH	10000.50000.52005	56.56
<u>1552</u>	ARNOLD'S FRONTIER HARDWARE - Fire				<b>46.28</b>
APBWEST	Check	<u>114740</u>	MISC. SUPPLIES	10000.61000.53100	18.73
		<u>114755</u>	MISC. SUPPLIES	10000.61000.53204	23.14
		<u>114761</u>	MISC. SUPPLIES	10000.61000.53204	4.41
<u>1553</u>	ARNOLD'S FRONTIER HARDWARE - Police				<b>26.41</b>
APBWEST	Check	<u>114742</u>	MISC. SUPPLIES	10000.50000.53204	17.63
		<u>114744</u>	MISC. SUPPLIES	10000.50000.53204	8.78
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE - PW				<b>75.01</b>
APBWEST	Check	<u>114671</u>	FY 24/25 MAINTENANCE SUPPLIES	60001.83200.53200	60.62
		<u>114715</u>	FY 24/25 WATER DEPARTMENT SUPPLIES	71000.81100.53200	14.39
<u>VEN01195</u>	BLUE SHIELD OF CALIF				<b>510.14</b>
APBWEST	Check	<u>INV040097</u>	EMS REFUND RE: 23095689 REF#91220304400	10000.64000.47029	510.14
<u>VEN03855</u>	CITIG INC				<b>10,926.25</b>
APBWEST	Check	<u>35242</u>	REMOTE SUPPORT	60003.30000.52100	983.75
		<u>35461</u>	REMOTE SUPPORT	60003.30000.52100	1,880.00
		<u>36026</u>	REMOTE SUPPORT	60003.30000.52100	5,518.75
		<u>36487</u>	REMOTE SUPPORT	60003.30000.52100	2,543.75
<u>1121</u>	COLANTUONO, HIGHSMITH & WHATLEY, PC				<b>37,352.99</b>
APBWEST	Check	<u>63740</u>	JAN 2025 FY24/25 LEGAL SRVCS: GENERAL ADVI	10000.21000.52201	8,610.00
				71000.81100.52201	1,845.00
				72000.32000.52201	1,845.00
		<u>63743</u>	JAN 2025 LEGAL SRVCS: SPECIAL COUNSEL	28009.33000.52100	15,547.50
		<u>63745</u>	JAN 2025 LEGAL SRVCS: CODE ENFORCEMENT	10000.40000.52201	2,288.00
		<u>63750</u>	JAN 2025 LEGAL SRVCS: MATER DOLOROSA DEVI	10000.40000.52201	1,508.00
		<u>63751</u>	JAN 2025 LEGAL SRVCS: ADV. PROT. SIERRA MAD	10000.40000.52201	5,709.49
<u>1167</u>	COMMUNITY MEDIA OF THE FOOTHILLS				<b>5,094.32</b>
APBWEST	Check	<u>647</u>	FY 24/25 TELECAST OF CITY MEETINGS JAN 2024	60003.30000.52100	2,547.16
		<u>668</u>	FY 24/25 TELECAST OF CITY MEETINGS JUNE 2024	60003.30000.52100	2,547.16
<u>VEN04042</u>	CONCENTRA HEALTH SERVICES INC				<b>250.00</b>
APBWEST	Check	<u>18043152</u>	ADMIN FEE & ANNUAL FEE	60007.70100.52106	250.00
<u>VEN02061</u>	COUNTY OF SAN BERNARDINO-SHERIFF				<b>600.00</b>
APBWEST	Check	<u>EVOC24-11-002</u>	DRIVING PSP AM: BAILEY, BERRY, & LAZCANO	10000.50000.52005	300.00
		<u>EVOC24-11-008</u>	DRIVING PSP AM - ADAMS, DEEM, KAMCHAMIN,	10000.50000.52005	300.00
<u>VEN01935</u>	DIVISION OF THE STATE ARCHITECT				<b>58.00</b>

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
APBWEST	Check	<u>INV040088</u>	Q2 FY24/25 10/2024 - 12/2024	10000.00000.23400	58.00	
<u>VEN04105</u>	DR. ANGELICA LOZA-GOMEZ M.D., PC.					<b>992.00</b>
APBWEST	Check	<u>31</u>	Medical Director Services JAN 2025	10000.64000.52200	992.00	
<u>VEN04465</u>	ELIA ALEGRIA					<b>115.00</b>
APBWEST	Check	<u>INV040089</u>	REFUND: BABY SHOWER PARK USE	10000.00000.47023	115.00	
<u>1649</u>	EMERGENCY RESPONSE CRIME SCENE CLEANING					<b>475.00</b>
APBWEST	Check	<u>T2025-046</u>	BIO WASTE/DISPOSAL	10000.50000.52006	475.00	
<u>VEN01708</u>	EXSTREEM PEST CONTROL					<b>735.00</b>
APBWEST	Check	<u>30986</u>	MONTHLY SERVICE FOR PEST CONTROL JAN 2025	60000.83100.52200	735.00	
<u>0241</u>	HINDERLITER, DE LLAMAS & ASSOC					<b>211.65</b>
APBWEST	Check	<u>SIN046106</u>	Q2/2024 AUDIT SERVICES/TRANSACTION TAX - C	60002.30000.52100	211.65	
<u>VEN04113</u>	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE					<b>220.00</b>
APBWEST	Check	<u>0381995</u>	IACP ACTIVE DUES 1/1/25 - 12/31/25 DUES	10000.50000.53409	220.00	
<u>VEN04462</u>	JOHN ANDREW WHITCRAFT JR TRUST					<b>385.76</b>
APBWEST	Check	<u>INV040098</u>	EMS REFUND RE: 24068743	10000.64000.47029	385.76	
<u>0515</u>	LANDSCAPE WAREHOUSE					<b>46.88</b>
APBWEST	Check	<u>2791743</u>	FY 24/25 MAINTANCE SUPPLIES	60001.83200.53200	46.88	
<u>2008</u>	LEXIPOL LLC					<b>612.60</b>
APBWEST	Check	<u>INVPM11245907</u>	ANNUAL SUB. FEE 11/1/24 - 8/31/25	10000.50000.52200	612.60	
<u>0277</u>	LIEBERT CASSIDY WHITMORE					<b>765.00</b>
APBWEST	Check	<u>286381</u>	JAN 2025 LEGAL SERVICES: GENERAL	60007.70100.52201	465.00	
		<u>287408</u>	JAN 2025 LEGAL SERVICES: INVESTIGATION ADVI	60007.70100.52201	300.00	
<u>VEN04200</u>	NIKO MOBILE CARWASH					<b>360.00</b>
APBWEST	Check	<u>152839</u>	PD CAR WASH 1/20/25	10000.50000.52200	360.00	
<u>0786</u>	OFFICE DEPOT, INC					<b>77.05</b>
APBWEST	Check	<u>385076975001</u>	OFFICE SUPPLIES	60002.31100.53100	77.05	
<u>0321</u>	PARKHOUSE TIRE, INC.					<b>101.00</b>
APBWEST	Check	<u>1011012446</u>	FY 24/25 DISPOSAL FEE	60000.83100.53208	101.00	
<u>0323</u>	PASADENA HUMANE SOCIETY					<b>4,566.57</b>
APBWEST	Check	<u>FEB2025CtySM</u>	FEB 2025 Animal Control Services	10000.50000.52004	4,566.57	
<u>VEN03819</u>	PAYDIRT PRINTING SERVICES					<b>89.69</b>
APBWEST	Check	<u>16786</u>	BUSINESS CARDS - JONATHAN MORISSEAU	10000.50000.53102	89.69	
<u>VEN04338</u>	PETTY CASH FUND-FD					<b>251.73</b>
APBWEST	Check	<u>INV040090</u>	MATERIALS FOR FACILITY PROJECT	10000.61000.53204	55.10	
		<u>INV040091</u>	OFFICE SUPPLIES	10000.61000.53100	92.59	
		<u>INV040092</u>	MATERIALS FOR FACILITY PROJECT	10000.61000.52302	104.04	
<u>VEN01608</u>	PHOENIX GROUP INFORMATION SYSTEMS					<b>2,071.00</b>
APBWEST	Check	<u>122024200</u>	DEC 2024 Parking permit and citation service	10000.50000.52200	2,071.00	
<u>0338</u>	PRUDENTIAL OVERALL SUPPLY					<b>406.32</b>
APBWEST	Check	<u>52860036</u>	FY 24/25 UNIFORM SUPPLY	60001.83200.53303	135.44	
		<u>52861761</u>	FY 24/25 UNIFORM SUPPLY	60001.83200.53303	135.44	
		<u>52863478</u>	FY 24/25 UNIFORM SUPPLY	60001.83200.53303	135.44	
<u>1485</u>	RED SUPPLY INC					<b>803.93</b>
APBWEST	Check	<u>12958</u>	MAINT SUPPLIES	60001.83200.53200	698.37	
		<u>14034</u>	MAINT SUPPLIES	60001.83200.53200	2.19	
		<u>14533</u>	MAINT SUPPLIES	60001.83200.53200	103.37	
<u>0267</u>	REGIONAL TAP SERVICE CENTER					<b>19.20</b>
APBWEST	Check	<u>6024507</u>	JAN 2025 REGIONAL TAP SERVICES CENTER-CARI	37004.80000.52001	19.20	
<u>VEN03177</u>	RELIABLE BUILDING MAINTENANCE LLC					<b>1,650.00</b>
APBWEST	Check	<u>1144</u>	FLOOR: FLOOR MAINTENANCE	60001.83200.52200	1,650.00	
<u>VEN03833</u>	SCOTT ROSEVEAR					<b>62.48</b>
APBWEST	Check	<u>INV040093</u>	REIB: EOC VEHICLE RETURN (TYPE 6 ENGINE)	60000.83100.52100	62.48	
<u>1443</u>	SHRED-IT USA LLC					<b>231.82</b>
APBWEST	Check	<u>8009820889</u>	JAN 2025 Document shredding service	10000.50000.52200	231.82	
<u>VEN02444</u>	SUPERIOR COURT OF CA, CO OF L. A.					<b>1,324.50</b>
APBWEST	Check	<u>DEC2024</u>	DEC 2024 Citation Revenue distribution	10000.50000.52200	1,324.50	
<u>VEN04453</u>	TOM NAKAGAWA					<b>517.25</b>
APBWEST	Check	<u>INV040094</u>	EMS REFUND RE: 24022704	10000.64000.47029	517.25	
<u>VEN04256</u>	TRUEPOINT SOLUTIONS LLC					<b>660.00</b>
APBWEST	Check	<u>SI-002113</u>	JAN 2025 PSA ONLINE PERMITTING PLATFORM	40000.83500.56009	660.00	
<u>VEN04104</u>	UCLA CENTER FOR PREHOSPITAL CARE					<b>1,180.00</b>

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
	APBWEST	Check	<u>3013-1138</u>	FEB 2025 Nurse Educator Services	10000.64000.52200	1,180.00
<u>0426</u>	WESTERN WATER WORKS					2,190.44
	APBWEST	Check	<u>1265721-00</u>	FY 24/25 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	2,190.44
<u>VEN04003</u>	WEX BANK					444.74
	APBWEST	Check	<u>102405981</u>	FUEL	60000.83100.55001	444.74
<b>Report Total:</b>						<b>81,145.03</b>



Packet: APPKT07873 - GEN BOA MAN 2/25/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 02/10/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
0823	BANK OF AMERICA				18,110.96
APBWEST	Check	<a href="#">INV039962</a>	LA - MEAL	60002.31100.53402	23.15
		<a href="#">INV039963</a>	HA - GRANT FINDER	10000.50000.52200	45.00
		<a href="#">INV039964</a>	HA - STAFF LUNCH MEETING	10000.50000.53402	65.77
		<a href="#">INV039965</a>	HA - PATROL SEARCH WARRANT: TRAINING TUR	10000.50000.52005	188.58
		<a href="#">INV039966</a>	HA - MONTHLY SUB. FEE - ADOBE 12/24/24 - 1/	10000.50000.52200	29.99
		<a href="#">INV039967</a>	HA - WEST COAST EMT: TRAINING - GALLEGOS	10000.50097.52205	1,335.00
		<a href="#">INV039969</a>	HA - MONTHLY SUB. FEE - ADOBE 11/3/24 - 12/	10000.50000.52200	19.99
		<a href="#">INV039970</a>	HA - DEPT TRAINING CLASS: MEAL	10000.50000.52005	15.00
		<a href="#">INV039971</a>	HA - DEPT TRAINING CLASS: COFFEE	10000.50000.52005	49.00
		<a href="#">INV039973</a>	HA - EATON FIRE: PD CAR GAS	28009.33000.53999	31.43
		<a href="#">INV039974</a>	HA - EATON FIRE: PD CAR GAS	28009.33000.53999	23.70
		<a href="#">INV039975</a>	HA - EATON FIRE: PD CAR GAS	28009.33000.53999	32.01
		<a href="#">INV039976</a>	HA - PD CHEV. VOLT TOW FEES	10000.50000.52302	507.50
		<a href="#">INV039977</a>	HA - CAL. NARCOTIC OFF. ASSO. MEMB RENEWA	10000.50000.53409	100.00
		<a href="#">INV039979</a>	GB - AIR PURIFIER FOR PD STATION	28009.33000.53999	309.26
		<a href="#">INV039980</a>	BB - FIRE CHIEFS LEADERSHIP: LODGING - BARTL	10000.61000.53402	356.29
		<a href="#">INV039981</a>	BB - OPEN AI - MONTHLY SUB. WEB SERVICE 12/	10000.61000.53409	20.00
		<a href="#">INV039982</a>	BB - STORAGE FOR FD MASTER PLAN	10000.61000.53409	11.99
		<a href="#">INV039983</a>	BB - FDIC INTERNATIONAL CONF: REGIST. FEE	10000.61000.52205	1,280.00
		<a href="#">INV039984</a>	BB - GRAMMARLY TYPING ASSISTANCE	10000.61000.53409	30.00
		<a href="#">INV039985</a>	MH - HOLIDAY LUNCHEON - MEAL	60007.70100.53403	1,866.52
		<a href="#">INV039986</a>	MH - MANAGEMENT ANALYST PANEL: SNACKS	60007.70100.53999	32.50
		<a href="#">INV039987</a>	MH - POST TEST - PD DISPATCHER: POSTAGE FEE	60007.70101.52100	28.53
		<a href="#">INV039988</a>	MH - EATON FIRE: EOC MEAL	28009.33000.53999	952.13
		<a href="#">INV039989</a>	MH - EATON FIRE: EOC COFFEE	28009.33000.53999	132.00
		<a href="#">INV039990</a>	MH - EATON FIRE: EOC MEAL	28009.33000.53999	1,026.80
		<a href="#">INV039991</a>	MH - EATON FIRE: EOC MEAL	28009.33000.53999	494.47
		<a href="#">INV039992</a>	MH - EATON FIRE: EOC COFFEE	28009.33000.53999	176.00
		<a href="#">INV039993</a>	MH - EATON FIRE: EOC COFFEE	28009.33000.53999	176.00
		<a href="#">INV039994</a>	MH - EATON FIRE: EOC MEAL	28009.33000.53999	985.81
		<a href="#">INV039995</a>	RM - AMAZON CHARGE - CREDIT	60002.30000.53999	-88.19
		<a href="#">INV039996</a>	RM - HOLIDAY BASKET	60002.30000.53999	63.96
		<a href="#">INV039997</a>	OM - STARLINK - ROAM UNLIMITED 12/17/24 - 1	60003.30000.52200	165.00
		<a href="#">INV039998</a>	OM - OPTISIGNS: REMAIN./UNUSED PRO PLUS F	60003.30000.52200	288.62
		<a href="#">INV039999</a>	OM - OPTISIGNS: REMAIN./UNUSED CHATGPT F	60003.30000.52200	209.37
		<a href="#">INV040000</a>	OM - NATURALSOFT-ANNUAL MEMB. 12/23/24 -	60003.30000.52200	110.00
		<a href="#">INV040001</a>	OM - NETWORK SOLUTIONS	60003.30000.52200	4.99
		<a href="#">INV040002</a>	OM - STARLINK 2TB SUB. 1/8/25 - 2/8/25	60003.30000.52200	500.00
		<a href="#">INV040003</a>	OM - PSU 800W MODULE	60003.30000.53103	861.00
		<a href="#">INV040004</a>	OM - OPTISIGNS: OFFICE EQUIPMENT	60003.30000.53103	88.94
		<a href="#">INV040005</a>	AY - SAFETY EQUIPMENT	60001.83200.53303	131.83
		<a href="#">INV040006</a>	AY - INTERVIEW PANEL: MEAL	10000.82000.53402	77.06
		<a href="#">INV040007</a>	AY - DKS - SUBSCRIPTION: 12/21/24 - 1/20/25	60001.83200.52200	35.90
		<a href="#">INV040008</a>	AY - APWA ANNUAL MEMB.: YANEZ	10000.82000.53409	297.50
		<a href="#">INV040009</a>	AY - EATON FIRE: FUEL PURCHASE	28009.33000.53999	103.66
		<a href="#">INV040010</a>	AY - EATON FIRE: REPLACEMENT FLAGS	28009.33000.53999	1,035.86
		<a href="#">INV040053</a>	CL - EATON FIRE: METAL SIGNS	28009.33000.53999	512.66
		<a href="#">INV040054</a>	CL - EATON FIRE: METAL SIGNS	28009.33000.53999	1,543.50
		<a href="#">INV040055</a>	CL - EATON FIRE: METAL SIGNS	28009.33000.53999	385.88
		<a href="#">INV040056</a>	TT - SENIOR BINGO - DEC	37006.72000.53999	70.00
		<a href="#">INV040057</a>	TT - SENIOR BIRTHDAY CELEBRATIONS	37006.72000.53999	22.48
		<a href="#">INV040058</a>	TT - STAFF MEETING: COFFEE	10000.70000.53999	53.95
		<a href="#">INV040059</a>	TT - SENIOR BINGO - DEC SNACKS	37006.72000.53999	138.40

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
		<u>INV040061</u>	TT - SENIOR BINGO - DEC UTENSILS	37006.72000.53999	15.26	
		<u>INV040062</u>	TT - SENIOR CHRISTMAS STORAGE	37006.72000.53999	44.96	
		<u>INV040063</u>	TT - EATON FIRE: STAFF MEALS	28009.33000.53999	187.50	
		<u>INV040064</u>	TT - EATON FIRE: STAFF MEALS	28009.33000.53999	123.79	
		<u>INV040065</u>	TT - SENIOR VALENTINE SOCIAL: SUPPLIES	37006.72000.53999	212.41	
		<u>INV040066</u>	TT - EATON FIRE: STAFF MEALS	28009.33000.53999	250.00	
		<u>INV040067</u>	TT - EATON FIRE: STAFF MEALS - CREDIT	28009.33000.53999	-25.00	
		<u>INV040068</u>	LR - EOC: STAFF LUNCH	28009.33000.53999	140.54	
		<u>INV040069</u>	LR - EATON FIRE: SUPPLIES	28009.33000.53999	204.71	
<u>0378</u>	SMART & FINAL					<b>90.81</b>
		<u>3056650004501</u>	CS - HOLIDAY SOCIAL: SNACKS	37006.72000.53999	51.31	
APBWEST	Check	<u>3056650005501</u>	HR - EOC SUPPLIES - EATON FIRE	28009.33000.53999	39.50	
<b>Report Total:</b>					<b>18,201.77</b>	



Packet: APPKT07888 - UB 2/25/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 02/19/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN04074</u>	CHARTER COMMUNICATIONS				<b>1,280.00</b>
APBWEST	Check	<u>106917301020125</u>	106917301 2/1/25 - 2/28/25	60003.30000.55005	1,280.00
<u>VEN02792</u>	FRONTIER CALIFORNIA INC				<b>997.50</b>
APBWEST	Check	<u>INV040096</u>	626-197-0261-032521-5 2/1/25 - 2/28/25	60003.30000.55005	997.50
<b>Report Total:</b>					<b>2,277.50</b>



Packet: APPKT07876 - UB GEN 2/25/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 02/13/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0129</u>	AT&T				<b>2,062.57</b>
APBWEST	Check	<u>INV040070</u>	818 291-0241 661 1 2/4/25 - 3/3/25	60003.30000.55005	2,062.57
<u>VEN04074</u>	CHARTER COMMUNICATIONS				<b>465.05</b>
APBWEST	Check	<u>188596901020125</u>	188596901 2/1/25 - 2/28/25	60003.30000.52200	195.07
		<u>188597101020125</u>	188597101 2/6/25 - 3/5/25	60003.30000.52200	269.98
<u>VEN02792</u>	FRONTIER CALIFORNIA INC				<b>8,343.24</b>
APBWEST	Check	<u>INV040072</u>	626-351-3285-091319-5 1/14/25 - 2/13/25	60003.30000.55005	132.37
		<u>INV040073</u>	209-188-3757-030707-5 2/4/25 - 3/3/25	60003.30000.55005	2,860.77
		<u>INV040074</u>	626-355-1414-092017-5 2/1/25 - 2/28/25	60003.30000.55005	1,228.64
		<u>INV040075</u>	626-197-1492-030922-5 2/1/25 - 2/28/25	60003.30000.55005	775.00
		<u>INV040076</u>	209-188-3757-030707-5 2/4/25 - 3/3/25	60003.30000.55005	2,860.77
		<u>INV040077</u>	626-355-0264-012498-5 2/4/25 - 3/3/25	60003.30000.55005	485.69
<u>0216</u>	THE GAS COMPANY				<b>1,584.89</b>
APBWEST	Check	<u>INV040078</u>	168 618 7700 5 1/7/25 - 2/5/25	60001.83200.55004	579.96
		<u>INV040079</u>	051 018 7151 4 1/7/25 - 2/5/25	60001.83200.55004	305.00
		<u>INV040080</u>	166 518 7700 9 1/7/25 - 2/5/25	60001.83200.55004	275.07
		<u>INV040081</u>	053 118 7109 8 1/7/25 - 2/5/25	60001.83200.55004	104.13
		<u>INV040082</u>	055 218 7110 2 1/7/25 - 2/5/25	60001.83200.55004	100.11
		<u>INV040083</u>	135 119 3500 2 1/8/25 - 2/6/25	60001.83200.55004	220.62
<u>0642</u>	VERIZON WIRELESS LA				<b>5,278.36</b>
APBWEST	Check	<u>6104545553</u>	960051887-00001 1/26/25 - 2/25/25	28009.33000.53999	812.59
				60003.30000.55005	4,465.77
<b>Report Total:</b>					<b>17,734.11</b>



Packet: APPKT07867 - UB MAN 2/25/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 02/06/2025

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>0129</u>	AT&T				<b>2,032.23</b>
APBWEST	Check	<u>INV039946</u>	818 246-3783 591 4 1/23/25 - 2/22/25	60003.30000.55005	2,032.23
<u>VEN04074</u>	CHARTER COMMUNICATIONS				<b>1,569.06</b>
APBWEST	Check	<u>187633301012125</u>	187633301 1/27/25 - 2/26/25	60003.30000.52200	804.37
		<u>188596301012125</u>	188596301 1/25/25 - 2/24/25	60003.30000.52200	199.98
		<u>188596401012125</u>	188596401 1/25/25 - 2/24/25 YMCA ELEVATOR	60003.30000.52200	29.99
		<u>188597401012125</u>	188597401 1/27/25 - 2/26/25	60003.30000.52200	324.74
		<u>188597601012125</u>	188597601 1/25/25 - 2/24/25	60003.30000.52200	209.98
<u>VEN02792</u>	FRONTIER CALIFORNIA INC				<b>3,173.50</b>
APBWEST	Check	<u>INV039947</u>	310-001-5763-051199-5 1/28/25 - 2/27/25	60003.30000.55005	131.44
		<u>INV039948</u>	209-151-5743-051199-5 1/28/25 - 2/27/25	60003.30000.55005	227.09
		<u>INV039949</u>	209-188-3757-030707-5 1/4/25 - 2/3/25	60003.30000.55005	2,814.97
<u>VEN03195</u>	GREATAMERICA FINANCIAL SERVICES				<b>1,347.05</b>
APBWEST	Check	<u>38504809</u>	003-1443256-000 11/21/25 - 12/20/24	60003.30000.53210	1,347.05
<u>0384</u>	SOUTHERN CALIF. EDISON CO.				<b>22,564.90</b>
APBWEST	Check	<u>INV039950</u>	700102141347 10/30/24 - 12/5/25	32012.83000.55003	461.13
				38005.83500.55003	15.53
				60001.83200.55003	8,238.57
				71000.81100.55003	13,849.67
<u>VEN03926</u>	T-MOBILE				<b>362.08</b>
APBWEST	Check	<u>INV039951</u>	972239789 12/21/25 - 1/20/25	60003.30000.55005	362.08
<b>Report Total:</b>					<b>31,048.82</b>



Packet: APPKT07887 - LIB 2/25/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 02/19/2025

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>VEN03454</u>	AMAZON CAPITAL SERVICES				<b>522.30</b>
APBWEST	Check	<u>11RH-T1CX-79TV</u>	MISC SUPPLIES 1/20/25 - 2/2/25	10000.90000.53406	40.02
		<u>1F4D-PFXC-6P69</u>	MISC SUPPLIES 1/20/25 - 2/2/25	10000.90000.53406	16.87
		<u>1H1X-P49G-YT4K</u>	MISC SUPPLIES 1/20/25 - 2/2/25	39006.90000.53406	262.01
		<u>1RXP-7PXY-7XJQ</u>	MISC SUPPLIES 1/20/25 - 2/2/25	39006.90000.53999	42.61
		<u>1VRK-WKDD-7FTP</u>	MISC SUPPLIES 1/20/25 - 2/2/25	39006.90000.53406	65.34
		<u>1YJ3-Y64M-6DNH</u>	MISC SUPPLIES 1/20/25 - 2/2/25	10000.90000.53100	95.45
<u>VEN04448</u>	AMG AND ASSOCIATES INC				<b>344,774.00</b>
APBWEST	Check	<u>AP04</u>	LIB MEANINGFUL IMPROVEMENT PROJ. 1/31/25 29007.90000.56010		362,919.45
		<u>AP04 RET</u>	LIB MEANINGFUL IMPROVEMENT PROJ. 1/31/25 29007.00000.23500		-18,145.45
<u>VEN01190</u>	ARNOLD'S FRONTIER HARDWARE - Library				<b>3.30</b>
APBWEST	Check	<u>114810</u>	MISC. SUPPLIES	39006.90000.53999	3.30
<u>0132</u>	BAKER & TAYLOR, INC.				<b>1,454.65</b>
APBWEST	Check	<u>2038761858</u>	LIBRARY SUPPLIES	10000.90000.52200	8.53
		<u>2038841200</u>	BOOKS AND REFERENCE & MEDIA (FY 2024-25)	39006.90000.53406	30.31
		<u>2038841201</u>	LIBRARY SUPPLIES	10000.90000.52200	8.53
		<u>5019303074</u>	BOOKS AND REFERENCE & MEDIA (FY 2024-25)	10000.90000.53406	774.01
		<u>5019303075</u>	LIBRARY SUPPLIES	10000.90000.52200	62.37
		<u>5019312112</u>	BOOKS AND REFERENCE & MEDIA (FY 2024-25)	10000.90000.53406	445.80
		<u>5019312113</u>	LIBRARY SUPPLIES	10000.90000.52200	36.27
		<u>5019315485</u>	BOOKS AND REFERENCE & MEDIA (FY 2024-25)	10000.90000.53406	83.08
		<u>5019315486</u>	LIBRARY SUPPLIES	10000.90000.52200	5.75
<u>VEN04268</u>	KING OFFICE SERVICES				<b>1,792.00</b>
APBWEST	Check	<u>89731-017</u>	LIB MAT STORAGE FEES DURING REMODEL 2/6-1	29007.90000.56010	1,792.00
<u>VEN01043</u>	OVERDRIVE INC				<b>1,095.90</b>
APBWEST	Check	<u>01148CO25028547</u>	EBOOK/AUDIOBOOK	39006.90000.53406	1,095.90
<u>VEN03926</u>	T-MOBILE				<b>124.60</b>
APBWEST	Check	<u>INV040095</u>	984433408 12/21/24 - 1/20/25	10000.90000.52200	124.60
<u>0425</u>	WILLDAN ASSOCIATES				<b>9,292.80</b>
APBWEST	Check	<u>00231148</u>	JAN 2024 LIBRARY PROJECT PLAN CHECK	29007.90000.56010	3,456.00
		<u>00231471</u>	FEB 2024 LIBRARY PROJECT PLAN CHECK	29007.90000.56010	3,686.40
		<u>00232572</u>	JULY 2024 LIBRARY PROJECT PLAN CHECK	29007.90000.56010	2,150.40
<b>Report Total:</b>					<b>359,059.55</b>



Packet: APPKT07874 - LIB BOA MAN 2/25/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 02/10/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0823</u>	BANK OF AMERICA				<b>483.55</b>
APBWEST	Check	<u>INV039952</u>	LR - BOOKS & REFERENCE - CREDIT	10000.90000.53406	-250.12
		<u>INV039953</u>	LR - LUGGAGE TAGS: EQUIPMENT	10000.90000.53100	92.50
		<u>INV039955</u>	LR - BOOKS & REFERENCE	10000.90000.53406	250.12
		<u>INV039956</u>	LR - PROGRAMMING: LAMINATION	39006.90000.53999	40.67
		<u>INV039957</u>	LR - GAME COLLECTION	39006.90000.53999	22.97
		<u>INV039958</u>	LR - EMPLOYEE APPRECIATION - MEAL	10000.90000.53999	305.63
		<u>INV039959</u>	LR - EMPLOYEE APPRECIATION: MEAL	10000.90000.53999	21.78
<b>Report Total:</b>					<b>483.55</b>



# City of Sierra Madre **AGENDA REPORT**

*Robert Parkhurst, Mayor*  
*Kristine Lowe, Mayor Pro Tem*  
*Edward Garcia, Council Member*  
*Gene Goss, Council Member*  
*Kelly Kriebs, Council Member*

*Susan Spears, City Treasurer*

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks R. Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: February 11, 2025

**SUBJECT: ORDINANCE NO. 1478 TO DESIGNATE THE CITY  
MANAGER OF SIERRA MADRE AS THE DIRECTOR  
OF EMERGENCY SERVICES**

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## **STAFF RECOMMENDATION**

Staff recommends the City Council adopt Ordinance 1478 (Attachment A) designating the City Manager as the Director of Emergency Services.

## **ALTERNATIVES**

The City Council may:

1. Adopt Ordinance 1478
2. Decline to adopt Ordinance 1478
3. Provide alternative direction to staff.

## **ANALYSIS**

On July 14, 2020, City Council adopted Ordinance No. 1429, reducing the number of commissioners for active commissions and removing references to inactive commissions. In doing so, Ordinance No. 1429 repealed Chapter 2.32, thereby dissolving the Emergency Services and Disaster Commission. But in repealing that chapter, the City inadvertently deleted the designation of City Manager as the Director of Emergency Services.

Pursuant to Government Code section 8630, subdivision (a), "A local emergency may be proclaimed only by the governing body of a city, county, or city and county, **or by an**

**official designated by ordinance adopted by that governing body.”** Either the City Council may meet at an emergency, special, or regular meeting to proclaim a local emergency or it may authorize a staff member to proclaim a local emergency. In the latter scenario, the City Council must ratify that proclamation within seven days (Gov. Code, § 8630, subd. (b).)

The Eaton Fire underscored the need for the City Council of Sierra Madre to reinstate the designation of the City Manager as Director of Emergency Services to mobilize response and relief efforts expeditiously.

Ordinance No. 1478 amends SMMC 2.08.070 (Powers & Duties) of Chapter 2.08 (City Manager) to designate the City Manager as the Director of Emergency Services with the authority to proclaim a local emergency. This Ordinance also adds SMMC Section 2.08.140 (Director of Emergency Services) to outline the duties of the director, provide for the ability to designate an alternative director of emergency services, and define the term “emergency”.

Ordinance No. 1478 also makes an administrative amendment to clarify that the City Manager has the authority to appoint and remove the City Clerk, now that the City Clerk is no longer an elective office.

At its February 11, 2025 regular meeting, the City Council introduced Ordinance No. 1478 by first reading and voted to approve it subject to one amendment — the deletion of the second sentence of Paragraph B of Section 3, which required the City Council to approve the City Manager’s designation of the order of succession.

### **ENVIRONMENTAL (CEQA)**

This Ordinance is not a “project” for purposes of the California Environmental Quality Act because under 14 CCR 15378(b)(5) the Ordinance results in “Organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment.”

### **STRATEGIC PLAN CORRELATION**

N/A

### **FISCAL IMPACT**

There is no fiscal impact associated with this Ordinance.

### **PUBLIC NOTICE**

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City’s website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com).

### **ATTACHMENT:**

Attachment A – City Council Ordinance 1478

**ORDINANCE NO. 1478**

**AN ORDINANCE OF THE CITY OF SIERRA MADRE,  
CALIFORNIA, TO DESIGNATE THE CITY MANAGER AS  
THE DIRECTOR OF EMERGENCY SERVICES**

**RECITALS**

**WHEREAS**, Government Code section 8630, subdivision (a), provides, "A local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body"; and

**WHEREAS**, the City Council desires to designate the City Manager as the Director of Emergency Services with the authority to proclaim a local emergency.

**THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE,  
CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The Recitals above are true and correct and incorporated herein by this reference.

**SECTION 2. Amendment.** Section 2.08.070 (Powers and Duties) of Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code is amended to read as follows, with additions denoted by underlined text and deletions denoted by ~~struck-through text~~:

**2.08.070 – Powers and duties.**

The city manager shall be the administrative head of the government of the city under the direction and control of the city council except as otherwise provided in this section. He/she shall be responsible for the efficient administration of all the affairs of the city which are under his/her control. In addition to his/her general powers as administrative head, and not as a limitation thereon, it shall be his/her duty and he/she shall have the powers set forth in the following subsections:

A. Law Enforcement. It shall be the duty of the city manager to enforce all laws and ordinances of the city and to see that all franchises, contracts, permits and privileges granted by the city council are faithfully observed.

B. Authority Over Employees. It shall be the duty of the city manager, and he/she shall have the authority to control, order and give directions to all heads of departments and to subordinate officers and employees of the city under his/her jurisdiction through their department heads.

C. Power of Appointment and Removal. It shall be the duty of the city manager to, and he/she shall appoint, discipline, remove, promote and demote any and all officers

and employees of the city except the ~~city clerk~~, city treasurer or city attorney, subject to all applicable personnel ordinances, rules and regulations.

D. Administrative Reorganization of Offices. It shall be the duty and responsibility of the city manager to conduct studies and effect administrative reorganization of offices, positions or units under his/her direction as may be indicated in the interest of efficient, effective and economical conduct of the city's business.

E. Ordinances. It shall be the duty of the city manager and he/she shall recommend to the city council for adoption such measures and ordinances as he/she deems necessary.

F. Attendance at Council Meetings. It shall be the duty of the city manager to attend all meetings of the city council unless at his/her request he/she is excused therefrom by the mayor individually or the city council, except when his/her removal is under consideration.

G. Financial Reports. It shall be the duty of the city manager to keep the city council at all times fully advised as to the financial condition and needs of the city.

H. Budget. It shall be the duty of the city manager to prepare and submit the proposed annual budget and the proposed annual salary plan to the city council for its approval.

I. Expenditure Control and Purchasing. It shall be the duty of the city manager to see that no expenditures shall be submitted or recommended to the city council except on approval of the city manager or his/her authorized representative. The city manager or his/her authorized representative, shall be responsible for the purchase of all supplies for all the departments or divisions of the city.

J. Investigations and Complaints. It shall be the duty of the city manager to make investigations into the affairs of the city and any department or division thereof, and any contract or the proper performance of any obligations of the city. Further, it shall be the duty of the city manager to investigate all complaints in relation to matters concerning the administration of the city government and in regard to the services maintained by public utilities in the city.

K. Public Buildings. It shall be the duty of the city manager and he/she shall exercise general supervision over all public buildings, public parks and all other public property which are under the control and jurisdiction of the city council.

L. Local Emergencies. It shall be the duty of the city manager to serve as director of emergency services with the authority to proclaim a local emergency in the city.

M. Additional Duties. It shall be the duty of the city manager to perform other duties and exercise such other powers as may be delegated to him/her from time to time by ordinance or resolution or other official action of the city council.

**SECTION 3. Addition.** Section 2.08.140 (Director of Emergency Services) is added to Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code to read as follows:

**2.08.140 - Director of emergency services.**

A. Duties. The city manager shall serve as director of emergency services with the following duties:

1. Request the city council to proclaim the existence or threatened existence of a local emergency if the city council is in session, or to issue such proclamation if the city council is not in session. Whenever a local emergency is proclaimed by the director, the city council shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect;
2. Request the governor to proclaim a state of emergency when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency;
3. Control and direct the effort of the emergency operations center of this city;
4. Direct cooperation between and coordination of services and staff of the emergency operations center of this city;
5. Represent this city in all dealings with public or private agencies on matters pertaining to emergencies;
6. In the event of the proclamation of a local emergency by the governor or the director of the State Office of Emergency Services, or the existence of a "state of war emergency," the director is empowered to:
  - a. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be ratified at the earliest practical time by the city council;
  - b. Obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property and to bind the city for the fair value thereof, and, if required immediately, to commandeer the same for public use;
  - c. Require emergency services of any city officer or employee and, in the event of the proclamation of a state of emergency in the county in which this city is located or the existence of a state of war emergency, to command

the aid of as many citizens of this community as the director deems necessary in the execution of his/her duties; such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers;

d. Requisition necessary personnel or material of any city department or agency; and

e. Execute all of the ordinary power of the office of city manager, all of the special powers conferred by this chapter, or by resolution or emergency plan adopted by the city council, all powers conferred by any statute, by any agreement approved by the city council, and by any other lawful authority.

B. Designation of Alternate. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform his/her duties during an emergency.

C. Emergency. As used in this section, "emergency" or "local emergency" means the actual or threatened existence of conditions of extreme peril to the safety of persons and property within the city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this city, requiring the combined forces of other political subdivisions to combat.

**SECTION 4. Severability.** If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Ordinance or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

**SECTION 5. Certification.** Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Ordinance by the City Council.

**SECTION 6. Publication.** Pursuant to Government Code Section 36933, the City Clerk shall cause this Ordinance to be published or posted.

**SECTION 7. Records.** Pursuant to Government Code Section 40801, proof of certification and publication shall be entered in the book of Ordinances of the City Council.

**SECTION 8. Effective Date.** Pursuant to Government Code Section 36937, this Ordinance shall take effect thirty days after its adoption.

**PASSED, APPROVED, AND ADOPTED** this [redacted] day of [redacted], 2025.

\_\_\_\_\_  
Robert Parkhurst, Mayor

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by first reading on the [redacted] day of [redacted] 2025, and duly adopted at a regular meeting held on the [redacted] day of [redacted] 2025, by the City Council of the City of Sierra Madre, California, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Laura Aguilar, City Clerk



# City of Sierra Madre AGENDA REPORT

*Robert Parkhurst, Mayor*  
*Kristine Lowe, Mayor Pro Tem*  
*Edward Garcia, Council Member*  
*Gene Goss, Council Member*  
*Kelly Kriebs, Council Member*

*Susan Spears, City Treasurer*

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks R. Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: February 25, 2025

**SUBJECT: RESOLUTION NO. 25-06 AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ADVOCATE FOR RESOURCES TO THE CITY, A NEIGHBORING PUBLIC AGENCY, OR A MEMBER ORGANIZATION OF WHICH THE CITY IS A MEMBER**

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## **STAFF RECOMMENDATION**

Staff recommends the City Council consider adoption of Resolution No. 25-06 authorizing the City Manager or designee to advocate for resources to the City, a neighboring public agency, or a member organization of which the City is a member

## **ALTERNATIVES**

- 1) Adopt Resolution No. 25-06 as amended by the City Council;
- 2) Do not adopt Resolution No. 25-06; or
- 3) Continue the item and provide further direction to staff.

## **ANALYSIS**

From time to time, neighboring public agencies or a member organization of which the City is a member will ask the City to take a policy position on some legislation, regulation, initiative, or opportunity. The City often cannot act in time because the City Council only meets twice a month.

At its January 28, 2025 regular meeting, the City Council considered a prior version of this Legislative Advocacy Policy, included as Attachment A, which:

- 1) identified the City's legislative policy priorities; and
- 2) empowered the City Manager or designee to take policy positions on behalf of the City consistent with those legislative priorities.

The legislative priorities included in the Resolution were taken word-for-word from the Cal Cities' 2025 Advocacy Priorities list.

After consideration, the City Council expressed the following preferences:

- 1) to prioritize requests from neighboring or regional public agencies;
- 2) to expand the scope of the Resolution to include funding applications and other opportunities to increase resources; and
- 3) for the City Manager to consult with the Mayor prior to taking a policy position.

At its February 11, 2025 regular meeting, the City Council considered an updated version of the Legislative Advocacy Policy, included as Attachment B, which:

- 1) Removed reference to Cal Cities' 2025 Advocacy Priorities list; and
- 2) Clarified that a policy position may be adopted if the following criteria are met:
  - i. The position is at the request of a neighboring public agency or a member organization of which the City is a member;
  - ii. The position supports an increase in or opposes a decrease in resources to the City, a neighboring public agency, or a member organization of which the City is a member; and
  - iii. The Mayor approves the policy position.

After consideration, the City Council expressed the following preferences:

- 1) to remove reference to a "legislative advocacy policy";
- 2) to add a requirement that the City Manager may only take a policy position if he is unable to timely agendize the request for the next regularly scheduled City Council meeting; and
- 3) to ensure the City Council is provided notice of all policy positions taken by the City Manager.

Resolution No. 25-06, included as Attachment C:

- 1) rephrases the Resolution as an authorization to the City Manager to advocate for resources;
- 2) creates four elements that must be satisfied for the City Manager to take a policy position;
- 3) requires the City Manager to copy a list of individuals, including the City Council, on all written policy positions; and
- 4) simplifies the Resolution by removing prior sections more closely related to a formal legislative advocacy policy.

### **ENVIRONMENTAL (CEQA)**

This Resolution is not a "Project" for purposes of the California Environmental Quality Act because under 14 CCR 15378(b)(1), a "Project does not include: ... Proposals for legislation to be enacted by the State Legislature" and under 14 CCR 15378(b)(4), a "Project does not include: ... Organizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment."

## **STRATEGIC PLAN CORRELATION**

N/A

## **FISCAL IMPACT**

The adoption of this Resolution is not anticipated to have any direct fiscal impact on the City of Sierra Madre. All activities associated with implementing the Legislative Advocacy Policy, including the designation of the City Manager or their designee to take policy positions on behalf of the City, will be carried out within existing staff resources and budget allocations.

By streamlining the process for responding to legislative and regulatory requests, the policy is expected to enhance the City's ability to advocate for its interests without incurring additional costs.

## **PUBLIC NOTICE**

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com).

## **ATTACHMENTS:**

Attachment A: 2025-01-28 Version of City Council Resolution No. 25-06  
Attachment B: 2025-02-11 Version of City Council Resolution No. 25-06  
Attachment C: 2025-02-25 Version of City Council Resolution No. 25-06

## RESOLUTION NO. 25-06

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, ESTABLISHING A LEGISLATIVE ADVOCACY POLICY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE POLICY POSITIONS ON PENDING STATE OR FEDERAL LEGISLATION OR REGULATION

#### THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

**SECTION 1. Purpose.** The purpose of this legislative advocacy policy (“Policy”) is to guide the City Council Members and City staff in their advocacy efforts and engagement on policy matters of interest to the City, and to allow for a timely response to important legislative or regulatory issues.

**SECTION 2. Policy Procedures.** The City Manager or designee may take a policy position on pending state or federal legislation or regulation utilizing the following procedures:

- A. A policy position may be adopted if any of the following criteria is met:
  - i. The position is consistent with the adopted Advocacy Priorities;
  - ii. The position is consistent with that of organizations to which the City is a member; or
  - iii. The position is approved by the City Council.
- B. The City Manager will conduct a review of positions and analysis conducted by the League of California Cities and other local government associations when formulating positions.
- C. If the City Manager takes a policy position, the correspondence shall state whether the City will “support”, “support if amended”, “oppose”, or “oppose unless amended” any pending state or federal legislation or regulation, and shall include adequate justification for the recommended action.
- D. The City Manager may submit correspondence expressing concern or interest, without taking a formal policy position.
- E. When correspondence is sent to a state or federal legislative body, the appropriate federal or state legislators representing the City shall be included in the correspondence. The appropriate contacts at the League of California Cities or other local government association may also be included in the correspondence.
- F. All policy positions adopted by the City Manager or designee shall be communicated to the City Council at the next regularly scheduled City Council meeting either orally or in writing.

#### **SECTION 3. Advocacy Priorities.**

- A. Protect local revenues and expand economic development tools. Safeguard and modernize revenue streams for local priorities. Pursue new economic

- development opportunities that bolster local economies and cultivate a strong local workforce, including expanded workforce recruitment and retention tools.
- B. Strengthen climate change resiliency and disaster preparedness. Support city efforts to prepare, prevent, and adapt to natural disasters and the impacts of climate change, including wildfire, drought, sea level rise, and other extreme weather events. Increase transparency and access to insurance policies especially following natural disaster.
  - C. Strengthen and modernize critical infrastructure. Dedicate new resources and protect existing funding to maintain and improve essential infrastructure, including bridges, roads, broadband, and the state's water supply and energy grid.
  - D. Secure investments to prevent and reduce homelessness and increase the supply of affordable housing. Secure dedicated funding to bolster cities' long-term planning efforts to support unhoused residents and accelerate the construction of affordable housing. Strengthen state and regional partnerships to expand access to wraparound services and improve the housing element planning process. Ensure cities have the flexibility and decision-making authority to meet their community and state housing goals and reduce homelessness.

**SECTION 4. CEQA.** This Resolution is not a "Project" for purposes of the California Environmental Quality Act because under 14 CCR 15378(b)(1), a "Project does not include: ... Proposals for legislation to be enacted by the State Legislature" and under 14 CCR 15378(b)(4), a "Project does not include: ... Organizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment."

**SECTION 5. Severability.** If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Resolution or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Resolution or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

**SECTION 6. Certification.** Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Resolution by the City Council.

**SECTION 7. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED** this 14th day of January, 2025.

---

Robert Parkhurst, Mayor

**I HEREBY CERTIFY** the foregoing Resolution was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 14th day of January 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Laura Aguilar, City Clerk



# City of Sierra Madre AGENDA REPORT

*Robert Parkhurst, Mayor*  
*Kristine Lowe, Mayor Pro Tem*  
*Edward Garcia, Council Member*  
*Gene Goss, Council Member*  
*Kelly Kriebs, Council Member*

*Susan Spears, City Treasurer*

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks R. Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: February 11, 2025

SUBJECT: **RESOLUTION NO. 25-06 ESTABLISHING A LEGISLATIVE ADVOCACY POLICY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE POLICY POSITIONS ON LEGISLATION, REGULATION, INITIATIVES, OR OPPORTUNITIES**

---

## **STAFF RECOMMENDATION**

Staff recommends the City Council consider adoption of Resolution No. 25-06 establishing a legislative advocacy policy and authorizing the City Manager or designee to take policy positions on legislation, regulation, initiatives, or opportunities.

## **ALTERNATIVES**

- 1) Adopt Resolution No. 25-06 as amended by the City Council;
- 2) Do not adopt Resolution No. 25-06;
- 3) Establish an ad hoc committee of the City Council to present a recommendation at a future meeting; or
- 4) Continue the item and provide further direction to staff.

## **ANALYSIS**

From time to time, neighboring public agencies or a member organization of which the City is a member will ask the City to take a policy position on some legislation, regulation, initiative, or opportunity. The City often cannot act in time because the City Council only meets twice a month.

At its January 28, 2025 regular meeting, the City Council considered a prior version of this Legislative Advocacy Policy, included as Attachment A, which sought to:

## RESOLUTION NO. 25-06

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, ESTABLISHING A LEGISLATIVE ADVOCACY POLICY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE POLICY POSITIONS ON LOCAL, REGIONAL, STATE, OR FEDERAL LEGISLATION, REGULATION, INITIATIVES, OR OPPORTUNITIES

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

**SECTION 1. Purpose.** The purpose of this legislative advocacy policy is to delegate the authority to take policy positions to the City Manager or designee to allow for a timely response to pending legislation, regulation, initiatives, or opportunities.

**SECTION 2. Policy Procedures.** The City Manager or designee may take a policy position on local, regional, state, or federal legislation, regulation, initiatives, or opportunities utilizing the following procedures:

- A. A policy position may be adopted if the following criteria are met:
  - i. The position is at the request of a neighboring public agency or a member organization of which the City is a member;
  - ii. The position supports an increase in or opposes a decrease in resources to the City, a neighboring public agency, or a member organization of which the City is a member; and
  - iii. The Mayor approves the policy position.
- B. The City Manager will conduct a review of positions and analysis conducted by the League of California Cities and other local government associations when formulating positions.
- C. If the City Manager takes a policy position, the correspondence shall state whether the City will “support”, “support if amended”, “oppose”, or “oppose unless amended”, and shall include adequate justification for the recommended action.
- D. The City Manager may submit correspondence expressing concern or interest, without taking a formal policy position.
- E. When correspondence is sent to a state or federal legislative body, the appropriate federal or state legislators representing the City shall be included in the correspondence. The appropriate contacts at the League of California Cities or other local government association may also be included in the correspondence.
- F. All policy positions adopted by the City Manager or designee shall be communicated to the City Council at the next regularly scheduled City Council meeting either orally or in writing.

**SECTION 3. CEQA.** This Resolution is not a “Project” for purposes of the California Environmental Quality Act because under 14 CCR 15378(b)(1), a “Project does not

include: ... Proposals for legislation to be enacted by the State Legislature” and under 14 CCR 15378(b)(4), a “Project does not include: ... Organizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment.”

**SECTION 4. Severability.** If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Resolution or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Resolution or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

**SECTION 5. Certification.** Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Resolution by the City Council.

**SECTION 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED** this 11th day of February, 2025.

\_\_\_\_\_  
Robert Parkhurst, Mayor

**I HEREBY CERTIFY** the foregoing Resolution was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 11<sup>th</sup> day of February, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Laura Aguilar, City Clerk

## RESOLUTION NO. 25-06

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ADVOCATE FOR RESOURCES TO THE CITY, A NEIGHBORING PUBLIC AGENCY, OR A MEMBER ORGANIZATION OF WHICH THE CITY IS A MEMBER

#### THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

**SECTION 1. Purpose.** The purpose of this policy is to delegate to the City Manager or designee the authority to advocate for resources to the City, a neighboring public agency, or a member organization of which the City is a member.

**SECTION 2. Policy Position.** The City Manager or designee may take a policy position on local, regional, state, or federal legislation, regulation, initiatives, or opportunities if the following criteria are satisfied:

- A. The position is at the request of a neighboring public agency or a member organization of which the City is a member;
- B. The position supports an increase in or opposes a decrease in resources to the City, a neighboring public agency, or a member organization of which the City is a member;
- C. The City Manager is unable to timely agendaize the request for the next regularly scheduled City Council meeting; and
- D. The Mayor approves the policy position.

**SECTION 3. Notice.** The City Manager's policy position shall be in writing and shall copy:

- A. The City Council;
- B. The representative of the requesting neighboring public agency or member organization; and
- C. The relevant federal or state legislators, if appropriate.

**SECTION 4. CEQA.** This Resolution is not a "Project" for purposes of the California Environmental Quality Act because under 14 CCR 15378(b)(1), a "Project does not include: ... Proposals for legislation to be enacted by the State Legislature" and under 14 CCR 15378(b)(4), a "Project does not include: ... Organizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment."

**SECTION 5. Severability.** If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Resolution or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Resolution or any part thereof or exhibit thereto. The City Council

hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

**SECTION 6. Certification.** Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Resolution by the City Council.

**SECTION 7. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED** this 25th day of February, 2025.

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Robert Parkhurst, Mayor

**I HEREBY CERTIFY** the foregoing Resolution was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 25<sup>th</sup> day of February, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Laura Aguilar, City Clerk



# City of Sierra Madre AGENDA REPORT

*Robert Parkhurst, Mayor*  
*Kristine Lowe, Mayor Pro Tem*  
*Edward Garcia, Council Member*  
*Gene Goss, Council Member*  
*Kelly Kriebs, Council Member*

*Susan Spears, City Treasurer*

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks R. Giragosian

REVIEWED BY: Jose Reynoso, City Manager

DATE: February 25, 2025

**SUBJECT: CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH BARON & BUDD, P.C. AND DIAB CHAMBERS, LLP**

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## **STAFF RECOMMENDATION**

Staff recommends the City Council consider approving the Professional Services Agreement with Baron & Budd, P.C. and Diab Chambers, LLP

## **ALTERNATIVES**

1. Approve the Professional Services Agreement;
2. Do not approve the Professional Services Agreement; or
3. Continue the item and provide staff with direction.

## **ANALYSIS**

The law firms of Baron & Budd, P.C. (Baron & Budd) and Diab Chambers, LLP (Diab Chambers) have represented a number of public agencies in lawsuits related to wildfires. For example:

- On behalf of the City of Santa Barbara, City of Malibu, City of Buenaventura, Los Angeles County, Ventura County, and other affected public entities in the 2017 Thomas Fire and 2018 Woolsey Fire, both firms secured a \$360 million settlement with Southern California Edison.
- On behalf of the public entities affected by the 2020 Bobcat Fire, both firms secured a \$100 million settlement with Southern California Edison.
- On behalf of the City of Weed, both firms secured a \$7.5 million settlement with Rosenburg Forest Products in relation to the 2022 Mill Fire.

- On behalf of the City of Chico, both firms secured a \$43 million award from the Fire Victim Trust for damages resulting from the 2018 Camp Fire.

More information about the firms can be found on their website:

<https://baronandbudd.com/our-attorneys/john-fiske/> and [www.dcfirm.com](http://www.dcfirm.com)

Both firms submit the Professional Services Agreement, included as Attachment A, to represent the City in relation to the 2025 Eaton Fire.

### **ENVIRONMENTAL (CEQA)**

The consideration of this Professional Services Agreement is not a “project” for purposes of the California Environmental Quality Act because under 14 CCR section 15378, subdivision (b)(5), a “project” does not include “Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.”

### **STRATEGIC PLAN CORRELATION**

N/A

### **FISCAL IMPACT**

There is no expected fiscal impact associated with legal fees and costs for this Professional Services Agreement because legal fees are provided on a contingency basis, meaning legal fees are paid as a percentage of recovery, and legal costs are capped at the amount of recovery and are not incurred if there is no recovery.

Further, this Professional Services Agreement has the potential to allow the City to recover for the economic harm suffered as a result of the Eaton Fire, including staff overtime, damages to City facilities, and other related expenses.

### **PUBLIC NOTICE**

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City’s website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com).

### **ATTACHMENT:**

Attachment A: Professional Services Agreement

## **PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (“Contract”) is entered into by and between City of Sierra Madre, a California municipal corporation (“Client”), on the one hand, and Baron & Budd, P.C. and Diab Chambers, LLP (collectively and individually, “Attorneys”), on the other hand, as of the 25th day of February, 2025 (the “Effective Date”). Hereinafter, the Client and Attorneys may be referred to individually as “Party” and collectively as “Parties.”

### **RECITALS**

**WHEREAS**, the Client wishes to obtain specialized services, as authorized by Government Code section 53060, concerning litigation arising from the wildfire that occurred in and around Los Angeles County in January 2025 (the “Eaton Fire”); and

**WHEREAS**, Attorneys are willing to provide such specialized services to Client under the terms and conditions set forth herein.

### **TERMS**

**NOW, THEREFORE**, the Client hereby engages the services of Attorneys, and Attorneys agree to provide professional services to Client in accordance with the terms and conditions set forth herein:

1. **CONDITIONS.** This Contract will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Contract.
2. **AUTHORIZED REPRESENTATIVE OF CLIENT.** Client designates City Attorney Aleks Giragosian, or their designee, successor or successor’s designee, as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Contract. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
3. **SCOPE OF SERVICES AND DUTIES.** Client hires Attorneys to provide, and Attorneys shall provide, all legal services (the “Services”) necessary for the investigation, analysis, preparation, filing, service, prosecution, handling, and collection on a judgment or monetary recovery of any amounts established under tort law as owing to the Client in a tort lawsuit to be brought by Attorneys on Client’s behalf against Southern California Edison and its companies and any other potentially liable third parties (collectively “Defendants”), and pursuit of any and all other available remedies to Clients within the scope of tort damages, which resulted from the Eaton Fire occurring in January 2025 in and around Los Angeles County, California (the “Action”). Attorneys shall also assist Client in reaching letter agreements with the Federal Emergency Management Agency and/or the

California Office of Emergency Services to satisfy Client's obligations – where applicable – under the Stafford Act. Attorneys shall provide all legal services reasonably required to represent Client in connection with the Action, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys shall be truthful with Client, cooperate with Client, and keep Client informed of developments.

4. **CLIENT RETAINS DECISION MAKING AUTHORITY.** Client retains complete control of all decisions in the Action. Client in no way assigns its prosecutorial discretion to Attorneys and retains all of its inherent powers related to prosecutorial discretion, judgment, control and decision making related to the Action. This authority and controls include but are not limited to:
- (a) Decisions regarding settlement of the Action are reserved exclusively to the discretion of the Client, as communicated directly to the Attorneys by the Client.
  - (b) Any of the Defendants that is the subject of the Action may contact City of Sierra Madre's attorney directly, without first having to confer with or get permission to do so from Attorneys;
  - (c) The Client will retain complete control over the course and conduct of the Action;
  - (d) Client retains veto power over any decisions made or proposed to be made by Attorneys; and
  - (e) A member of City of Sierra Madre City Attorney's office having expressly delegated or designated supervisory authority may and shall be personally involved in overseeing the Action and participating in all significant legal decisions.
  - (f) Attorneys shall provide all significant written court briefing and other submittals to City of Sierra Madre City Attorney's Office for review reasonably in advance of the filing or delivery deadline to allow for meaningful review and editing.

These provisions are not meant to be exhaustive, and the parties agree that at all times related to the Client's interest in the litigation will remain vested in City of Sierra Madre City Attorney. It is the intent of the parties that this paragraph be construed broadly to effectuate the parties' intent that City of Sierra Madre City Attorney does not assign his/her prosecutorial discretion to Attorneys and that City of Sierra Madre City Attorney retains all control over the course and conduct of the Action as they relate to the Client's interests and that City of Sierra Madre City Attorney have the final decision-making authority over all aspects of the litigation strategy as it relates to the Client.

5. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client

commenced by any person or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency and the California Environmental Protection Agency (with the exception of the California Public Utilities Commission). With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Contract for additional compensation, a separate written agreement between Attorneys and Client will be required.

6. FEES. Client will pay attorneys' fees to Attorneys as follows:
  - (a) CONTINGENCY FEE. The Parties agree that Attorneys shall be compensated solely (except in the limited circumstances expressly provided below) on a contingency fee basis. The contingency fee shall be based on fifteen percent (15%) of any net settlement or net recovery that Attorneys obtain for Client. Fees shall be based on a percentage of any settlement or recovery after the deduction of any expense or cost, i.e., the "net" recovery. Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged or received by Attorneys. The terms "net settlement" or "net recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the Defendants or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any attorneys' fee paid by Defendants shall be included in calculating the gross recovery. To the extent that Defendants pay, as part of a settlement, funds associated with monetary relief provided by the Federal Emergency Management Agency (FEMA) or the California Governor's Office of Emergency Services (OES), Client agrees that a pro rata fair share of attorneys' fees and costs will be deducted from such funds.
    - i. "Net recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any attorney's fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the net recovery by the fee percentage. This calculation is performed on the net recovery amount after the deduction of expenses or costs as provided below.

- ii. Attorneys are not entitled to recover any fees or costs unless Attorneys are successful in obtaining a net recovery on the Client's behalf as a result of the Services.
- iii. Attorneys agree that Client is not obligated to pay attorneys' fees from any existing or future public fund or funds and that attorneys' fees will be paid solely from amounts recovered from the Defendants, their insurance companies, or third-party liable companies.
- iv. In-Kind Benefits- The Client and Attorney agree that Defendants may attempt to offer an "in-kind" benefit in lieu of monetary payment during resolution efforts. Should the Defendant offer the Client an "in-kind" benefit, and should Client choose to accept an "in-kind" benefit after consulting with Attorney, in lieu of monetary payment, Client and Attorney agree that Attorneys' Fees equal to fifteen percent (15%) of the value of the "in-kind" benefit is owing. Client and Attorney agree that Client is not responsible to pay the contingency fee on the "in-kind" benefit, including that the Client is not responsible to pay any fees out of pocket or out of any general funds. An "in-kind" benefit as used herein is a benefit that is proposed in lieu of or as a replacement for tort damages, and/or a benefit entitled as a tort remedy.
- v. The contingent fee amount which Attorneys are entitled to receive shall be calculated by multiplying the Net Recovery by fifteen percent (15%).
- vi. If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value by an appraiser to be mutually selected by Attorneys and Client.
- vii. It is possible that payment to the Client by Defendants or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, net recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage of fifteen percent (15%). The Attorney's fees will be paid out of the initial lump-sum payment, to the extent that it can, and/or by the Defendant at the time of settlement or initial recovery. Any fees not paid by the initial lump-sum payment will be paid in the second or subsequent payment(s). In no event will the Client be

required to pay Attorney's fees out of any public funds as described in subsection (c).

- (b) Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this Contract is determined by a court of competent jurisdiction to be unenforceable for any reason, or if the Attorneys are discharged by Client before any net recovery is received, and/or if Attorneys are otherwise prevented by the court from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the Services rendered. If the Parties are unable to agree on a reasonable fee for the Services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed-upon neutral affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW). The Parties agree that such compensation based on the reasonable value of Attorneys' services shall be payable solely out of any net recovery received by the Client from Defendants in the Action and in any event shall not exceed fifteen percent (15%) of the net recovery as defined above.

#### No General Fund Payments

Notwithstanding any other provision in this Contract, in no event will the Client be required to pay legal fees or any litigation costs out of any public fund or funds other than the monies recovered from Defendants, their insurance companies, or third-party liable companies, in the Action.

- (c) Attorney Fee Sharing: The total contingency fee shall be apportioned among two law firms as follows, which in no way increases the contingency fee percentage.

- i. Baron & Budd: 65%
- ii. Diab Chambers: 35%

#### 7. COSTS AND EXPENSES.

- (a) GENERAL PROVISION: Attorneys shall advance and pay any and all litigation costs, third party fees and expenses ("Litigation Costs") necessary for handling and prosecution of the Action. In addition to Client's obligation to pay Attorneys for their Services through the contingency fee of fifteen percent (15%) of any net recovery, Client shall reimburse Attorneys, solely from any recovery obtained by Attorneys for Client from Defendants, for all Litigation Costs incurred, advanced and paid by Attorneys in connection with the Action. Such Litigation Costs that are subject to reimbursement to Attorneys from the recovery include but are not

limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, document managements costs (described in further detail below), messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, that are actually incurred and paid by Attorney. Prior Client approval is required before Attorneys hire any investigators, consultants, or expert witnesses reasonably necessary for handling of the Action in Attorney's judgment. Prior Client approval does not apply to experts hired by Attorneys prior to the execution of this Contract. In addition to the above, City of Sierra Madre City Attorney, legal assistant and other City Attorney litigation fees and costs directly attributable to the Action – i.e., the Eaton Fire – shall be reimbursed, up to one hundred and fifty thousand dollars (\$150,000) only, to the Client as a litigation cost and deducted from the total gross recovery. If there is no recovery from Defendants, Client will not be required to reimburse Attorneys for any Litigation Costs. In the event recovery from Defendants is less than the total of the Litigation Costs incurred and paid by Attorneys, Client will not be required to reimburse Attorneys for any amount of Litigation Costs that exceed the funds available from the recovery from Defendants.

- (b) **DOCUMENT MANAGEMENT COSTS:** It is Attorneys' obligation to minimize the costs/expenses advanced for both efficiency and practical considerations of modern large volume electronic discovery. In doing so, Attorneys have analyzed the most efficient way to meet their legal obligations while minimizing the costs of doing so. Two options exist:
- i. *Outside vendor (outsource).* In most cases where the document volume is much less, Attorneys have outside vendors whose responsibility is to assist in the collection of the documents in question, copy those documents, and provide a storage mechanism (either electronic, paper or both) for them. Such costs are advanced by the firm but ultimately reimbursed by you in the event there is a recovery. Based upon the massive volume of wildfire litigation documents, Attorneys do not believe this is the most efficient or realistic method.
  - ii. *Creation of internal electronic discovery processing.* Create a wildfire electronic discovery data processing mechanism where the firm obtains computer software, hardware, and related resources reasonably necessary to procure, organize and produce litigation documents and data. Such a mechanism would obviate the need to outsource these services. Attorneys have priced the costs charged by competent contractors who provide this service and believe that we can provide that service internally at a cheaper cost to the Client, in the event of a recovery.

The Parties agree that effective document management is critical to successful resolution of the Action. Attorneys' intention in this Contract is to promote efficiency, save Client costs, and limit legal expenses to those directly attributable to the Action for the Client. With respect to document management, Attorneys represent that internal electronic discovery processing is the best option to meet those goals. Therefore, Attorneys plan to add the resources necessary to provide that service necessary in the Action subject to cost review and approval by Client. Attorneys also reserve the right, with consent from Client's City of Sierra Madre City Attorney (which shall not be unreasonably withheld), to use outside vendors where costs and circumstances warrant. Internal Document Management costs include document management costs, such as processing and hosting, incurred after the effective date of this agreement and exclude hardware and software costs. Attorneys agree to provide quarterly reporting regarding costs, including for document management.

As with all other expenses, these document related costs will be advanced by Attorneys, but reimbursed by Client only in the event of recovery.

- (c) **SHARED EXPENSES:** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses pro rata among all clients, including individual clients, business clients, and public entity clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior Client approval is required for shared expenses, with the exception of those experts retained prior to the execution of this Contract. Below in section "(c) i-iv." is the method by which costs and expert fees will be allocated among the clients for the Action.
- i. Shared expenses will be divided among clients on a pro rata basis. Pro rata means a percentage or ratio based on recovery. In the pro rata calculation, the ratio numerator is the total amount/value of the Client's individual recovery; the ratio denominator is the total amount/value of all clients' recovery in the litigation. The pro rata ratio is applied to the shared expenses to calculate each Client's portion of the shared expenses.
  - ii. Shared expenses can include those necessary to prove liability against Defendants generally. Proving liability may include liability general to each and all of the fires involved in the January 2025 Eaton Fire (e.g., overall practices, procedures, and protocol of Defendants, proving corporate practices or systemic failures). Such general liability expenses will be divided among all clients pro rata.

- iii. Shared expenses can include those necessary to prove liability against Defendants related to a specific fire. To the extent that shared expenses are incurred by Attorneys to prove liability related to a specific fire, only those clients affected by each respective fire shall be charged those expenses.
    - iv. Shared expenses do not include those expenses necessary to prove client-specific damages.
  - (d) TRAVEL EXPENSE WAIVER: Notwithstanding the above, Attorneys agree to waive all travel expenses, including but not limited to transportation and lodging, and including but not limited to and from cause and origin areas, Client offices, and the court in the Action and agree not to seek reimbursement from any recovery for any travel expenses.
  - (e) FEDERAL MDL AND STATE COORDINATION FEE ASSESSMENTS: In the event there is a court ordered assessment or agreement for fees and costs required to be paid to any current or future Federal Multidistrict Litigation (MDL) or any State Court coordinated proceedings, which typically ranges from 6% to 9% of the gross proceeds, any attorney's fees under such an assessment will be paid from the Attorneys' fees. However, any costs required to be paid under such an assessment or agreement will be paid from Client's share of any settlement proceeds as part of the costs and expenses advanced, pursuant to section 6. At this time, Attorneys cannot determine what fees and costs, if any, will be paid to the Federal Multidistrict litigation or to a State Court coordinated proceeding. Additionally, members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits our clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for our time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by the Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Contract.
- 8. LIEN. In the event any third party attempts to lien any proceeds recovered from a recovery in the Action, Client hereby grants, and agrees, to the extent permitted by applicable law, that Attorneys hold a first priority and superior lien on any and all proceeds recovered from Defendants in the Action in the amount of the Attorneys' fees and costs that the Attorneys are entitled to, under this Contract. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

9. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorneys at any time. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Contract, Client's refusal to cooperate with Attorneys or to follow Attorneys' advice on a material matter, or any other fact or circumstance that would render Attorneys' continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys. Attorneys may also discharge Client if Attorneys determine Client's claims no longer economically merit prosecution by Attorneys. If Attorneys discharge Client for any reason other than breach of this Contract by Client or irreconcilable differences between Attorneys and Client, Attorneys shall not be entitled to recovery of any reasonable compensation for their Services and the provisions of Section 6(b) above shall not apply.
10. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the law firm believes it advisable or necessary for the proper handling of the Action, and if such approval is granted the Parties agree and expressly authorize the Attorneys to divide any attorneys' fees that may eventually be earned with co-counsel so associated for the handling of our claim (but subject to the limitations on the amount, percentage, and source of recovery of such fees, as set forth above). Attorneys understand that the amount of attorneys' fees which Client will pay shall not be increased by the work of co-counsel associated to assist with the handling of the Action, and that such associated co-counsel will be paid solely by the Attorneys out of the attorneys' fees to which Attorneys are entitled in this Contract.
11. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of the Action. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of the Action are expressions of opinion only.
12. **MULTIPLE REPRESENTATIONS:** The Client understands that Attorneys do or may represent many other individuals and/or entities with actual or potential wildfire claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to their professional responsibilities in their representation of the Client and Attorneys' other clients, and especially where conflicts of interest may arise from their representation of multiple clients against the same or similar Defendants, Attorneys are required to advise their clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys' representation when actual, present, or potential conflicts of interest exist. By signing this Contract, the Client is acknowledging that it has been advised of the potential conflicts of interest which may be or are associated with our

representation of the Client and other multiple claimants and that the Client nevertheless wants Attorneys to represent the Client, and that the Client consents to Attorneys' representation of others in connection with the wildfire litigation. Attorneys advise the Client, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Contract. Client does not however, waive any actual conflict, if another client of Attorneys files a legal action against the Client for matters related to or arising out of the wildfire.

13. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes Attorneys to engage in such group settlement discussions and agreements, the Client will still retain the sole right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's Action.
14. **TERM OF THE CONTRACT.** The term of this Contract shall commence on the Effective Date and shall expire upon completion of Attorneys' Services hereunder, unless terminated earlier in accordance with the provisions of this Contract. The following obligations of Attorneys owed to Client shall continue in full force and effect after completion of the Attorneys' Services and/or after any earlier termination of the Contract: the Attorneys' obligations covered by the provisions below regarding confidentiality, taxes, and access to records/retention.
15. **LEGAL STATUS.** So that Client may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if Attorneys are or become a corporation during the term of this Contract, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Legal Administrative Specialist in City of Sierra Madre City Attorney's Office upon request in a form satisfactory to City of Sierra Madre Auditor. Such proof shall include, but need not be limited to, a copy of any annual

or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by Attorneys within the State of California.

16. **INDEPENDENT CONTRACTORS.** Attorneys shall perform this Contract as independent contractors. Attorneys and their officers, agents and employees are not, and shall not be deemed to be, City of Sierra Madre employees for any purpose, including workers' compensation and employee benefits. Attorneys shall, at their own risk and expense, determine the method and manner by which duties imposed on Attorneys by this Contract shall be performed; provided, however, that the Client may monitor the work performed by Attorneys as provided above. The Client shall not deduct or withhold any amounts whatsoever from the compensation paid to Attorneys, including, but not limited to amounts required to be withheld for state and federal taxes. As between the Parties to this Contract, Attorneys shall be solely responsible for all such payments.
17. **INSURANCE.** Attorneys shall obtain and maintain in full force and effect throughout the term of this Contract, and thereafter as to matters occurring during the term of this Contract, the following insurance coverage:
  - (a) **Workers' Compensation insurance.** To the extent required by law during the term of this Contract, Attorneys shall provide workers' compensation insurance for the performance of any of Attorneys' duties under this Contract, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide the Client with certification of all such coverages upon request by the Client's Risk Manager.
  - (b) **Liability insurance.** Attorneys shall obtain and maintain in full force and effect during the term of this Contract the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better:
    - i. **General Liability.** Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Attorneys or any officer, agent, or employee of Attorneys under this Contract. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
    - ii. **Professional Liability/Errors and Omissions.** Professional liability [or errors and omissions] insurance for all activities of Attorneys

arising out of or in connection with this Contract in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

iii. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Attorneys of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in Section 17(b), above, shall: be evidenced by one or more certificates of coverage or, with the consent of the Client's Risk Manager, demonstrated by other evidence of coverage acceptable to the Risk Manager, which shall be filed by Attorneys with City of Sierra Madre City Attorney's Office prior to commencement of performance of any of Attorneys' duties; reference this Contract by its City of Sierra Madre Agreement Number specified above on page 1; be kept current during the term of this Contract; shall provide that the Client shall be given no less than thirty (30) days' prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days' prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in Section 17(b)(1), above, and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in Section 17(b)(3), above, Attorneys shall also file with the evidence of coverage an endorsement from the insurance provider naming City of Sierra Madre, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of any Attorneys or agents of the Attorneys not covered by this Contract then the limits in the applicable certificate relating to the additional insured coverage of the Client shall pertain only to liability for activities of Attorneys under this Contract, and that the insurance provided is primary coverage to the Client with respect to any insurance or self-insurance programs maintained by the Client. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of the Client's Risk Manager, Attorneys shall provide or arrange for the insurer to provide within thirty (30) days of the

request, certified copies of the actual insurance policies or relevant portions thereof.

- (d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, Client's Risk Manager, which approval shall not be denied unless the Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Contract and the risks of liability associated with the activities required of Attorneys by this Contract. At the option of and upon request by the Client's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Client, its officers, employees, agents and volunteers or Attorneys shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

18. **TERMINATION FOR CAUSE.** If either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Contract or otherwise breach this Contract and fail to cure such failure or breach within fifteen (15) days of receipt of written notice from the other Party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Contract by giving fifteen (15) days' prior written notice to the defaulting Party in the manner set forth in the Notices provision below. The Client hereby authorizes the City of Sierra Madre Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Contract on behalf of the Client for cause.

19. **TERMINATION FOR CONVENIENCE.** Subject and subordinate to any other provisions of this Contract above, this Contract may be terminated by either Party for any reason and at any time by giving no less than thirty (30) days' prior written notice of such termination to the other Party and specifying the effective date thereof. The Client hereby authorizes the City of Sierra Madre Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Contract on behalf of the Client for the convenience of the Client.

20. **DISPOSITION OF AND TITLE TO WORK IN PROGRESS UPON COMPLETION OF SERVICES OR EARLIER TERMINATION.**

Upon completion of Attorneys' Services or upon earlier termination of this Contract, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of the Client, the property of, and shall be promptly returned to, the Client, although Attorneys may retain a copy of such work for their personal records only.

21. NO WAIVER. The waiver by either Party of any breach or violation of any requirement of this Contract shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Contract.
22. CONFIDENTIALITY. Confidential information is defined as all information disclosed to Attorneys which relates to the Client's past, present, and future activities, as well as activities under this Contract. Attorneys shall hold all such information as Attorneys may receive, if any, in trust and confidence, except with the prior written approval of the Client, expressed through its City of Sierra Madre City Attorney. Upon completion of Attorneys' Services under this Contract, or upon any earlier termination of this Contract, Attorneys shall return to the Client written and descriptive matter which contains any such confidential information, except that Attorneys may retain for their files a copy of Attorneys' work product if such product has been made available to the public by the Client. To comply with this paragraph, Attorneys confirm that they are subject to and agree to comply with the applicable Rules of Professional Conduct regarding Confidentiality.
23. AMENDMENT/MODIFICATION. Except as specifically provided herein, this Contract may be modified or amended only in writing signed by all Parties.
24. INTERPRETATION/ VENUE.
  - (a) Interpretation. The headings used herein are for reference only. The terms of the Contract are set out in the text under the headings. This Contract shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
  - (b) Venue. This Contract is made in Los Angeles County, California. The venue for any legal action in state court filed by either Party to this Contract for the purpose of interpreting or enforcing any provision of this Contract shall be in the Superior Court of California, County of Los Angeles. The venue for any legal action in federal court filed by either Party to this Contract for the purpose of interpreting or enforcing any provision of this Contract lying within the jurisdiction of the federal courts shall be the Central District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Contract shall be Los Angeles County, California; however, nothing in this sentence shall obligate either Party to submit to mediation or arbitration any dispute arising under this Contract.
25. COMPLIANCE WITH LAWS. Attorneys shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:
  - (a) Non-Discrimination. During the performance of this Contract, Attorneys and their subcontractors shall not deny the benefits thereof to any person on

the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. Attorneys shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, Attorneys shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

- (b) Documentation of Right to Work. Attorneys agree to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Attorneys performing any services under this Contract have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Attorneys shall make the required documentation available upon request to the Client for inspection.
- (c) Inclusion in Subcontracts. To the extent any of the services required of Attorneys under this Contract are subcontracted to a third party, Attorneys shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

- 26. TAXES. Attorneys agree to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Contract and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. In the event that the Client is audited for compliance regarding any withholding or other applicable taxes or amounts, Attorneys agree to furnish the Client with proof of payment of taxes or withholdings on those earnings.
- 27. ACCESS TO RECORDS/RETENTION. The Client, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized

representatives of any of the above, shall have access to any books, documents, papers and records of Attorneys which are directly pertinent to the subject matter of this Contract for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, Attorneys shall maintain all required records for at least seven (7) years after the Client makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

28. SEVERABILITY. If any provision of this Contract, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Contract.
29. NOTICES. All notices required or authorized by this Contract shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either Party desires to give the other Party shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

CLIENT

Aleks R. Giragosian  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101

ATTORNEYS

John Fiske  
Shareholder, Baron & Budd  
11440 West Bernardo Court, Ste 265  
San Diego, CA 92127

30. EFFECTIVE DATE. This Contract will take effect upon full execution by Client and Attorneys, as reflected by the most recent date specified in the signature blocks below. This Contract may be signed in counterparts, which taken together shall constitute one and the same Contract, and which may be signed and transmitted by facsimile or e-mail. Once this Contract has been fully executed by all Parties, any signed counterpart shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, this Contract was executed by the Parties hereto effective as of the date first above written.

SIGNATURES ON FOLLOWING PAGE

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Baron & Budd, P.C.  
John Fiske

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Diab Chambers LLP  
Edward Diab

Dated: \_\_\_\_\_

By \_\_\_\_\_  
City of Sierra Madre  
\_\_\_\_\_



# City of Sierra Madre **AGENDA REPORT**

*Robert Parkhurst, Mayor*  
*Kristine Lowe, Mayor Pro Tem*  
*Edward Garcia, Council Member*  
*Gene Goss, Council Member*  
*Kelly Kriebs, Council Member*

*Susan Spears, City Treasurer*

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: February 25, 2025

**SUBJECT: CONSIDERATION OF RESOLUTIONS  
PROCLAIMING THE CONTINUATION OF A LOCAL  
EMERGENCY CAUSED BY THE EATON FIRE &  
PROCLAIMING A LOCAL EMERGENCY CAUSED  
BY THE 2025 MID-FEBRUARY WINTER STORM**

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## **STAFF RECOMMENDATION**

Staff recommends the City Council consider adoption of Resolution No. 25-15 proclaiming the continuation of a local emergency caused by the Eaton Fire and adoption of Resolution No. 25-16 proclaiming a local emergency caused by the 2025 mid-February winter storm.

## **ALTERNATIVES**

- 1) Adopt Resolution Nos. 25-15 & 25-16 as amended by the City Council;
- 2) Do not adopt Resolution Nos. 25-15 & 25-16
- 3) Continue the item and provide further direction to staff.

## **ANALYSIS**

The Eaton Fire began on January 7, 2025, in Altadena, California and soon spread to Sierra Madre and Pasadena. The fire burned 14,000 acres, destroyed more than 9,000 structures, and killed 17 people. In Sierra Madre, approximately 750 acres burned, 31 structures were destroyed, but no people were killed.

The Eaton Fire consumed much of the vegetation within the unimproved open space abutting the City. The denuding of the hillside during the rainy season exposes the City

to the potential for significant debris flow events. Mud, rocks, and other debris flowing downhill toward residential neighborhoods imperil both life and property.

At its February 11, 2025 regular meeting, the City Council received an update from staff regarding the impending rains and the potential for a significant debris flow event. On an emergency basis, the City Council agendaized a discussion of the local emergency proclamation caused by the Eaton Fire. The City Council voted unanimously to continue the local emergency declaration in light of the potential debris flow event and to authorize the City Manager to take all necessary actions to protect the public health and safety.

Government Code section 8630, subdivision (c), states, “The governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency.” If the City Council adopts Resolution No.25-16, it will extend the local emergency through April 26, 2025.

On February 13, 2025, Sierra Madre experienced a significant debris flow caused by a winter storm (“2025 mid-February Winter Storm”), enveloping City streets and damaging vehicles and structures. The California Governor’s Office of Emergency Services directed the City to adopt a separate local emergency proclamation for the 2025 mid-February Winter Storm and to separately track those costs associated with mitigating its impact. Resolution No.25-16 is a separate local emergency proclamation for the 2025 mid-February Winter Storm.

### **ENVIRONMENTAL (CEQA)**

This Resolution is not a “Project” for purposes of the California Environmental Quality Act because under 14 CCR 15378(b)(1), a “Project does not include ... Proposals for legislation to be enacted by the State Legislature” and under 14 CCR 15378(b)(4), a “Project does not include ...Organizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment.” Even if the Resolution is a Project, it is exempt under 14 CCR 15269 as a Resolution authorizing emergency projects.

### **STRATEGIC PLAN CORRELATION**

N/A

### **FISCAL IMPACT**

There is no immediate financial impact associated with adopting these resolutions. However, they establish the necessary framework for the City to pursue potential federal or state reimbursement for costs incurred in response to the Eaton Fire and the 2025 Mid-February Winter Storm.

### **PUBLIC NOTICE**

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City’s website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com).

**ATTACHMENTS:**

Attachment A: Resolution No. 25-15  
Attachment B: Resolution No. 25-16

## RESOLUTION NO. 25-15

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, PROCLAIMING THE CONTINUATION OF A LOCAL EMERGENCY CAUSED BY THE EATON FIRE

**WHEREAS**, the Eaton Fire began on January 7, 2025, in Altadena, California, and spread to Sierra Madre and Pasadena;

**WHEREAS**, the Eaton Fire burned 14,000 acres, destroyed more than 9,000 structures, and killed 17 people;

**WHEREAS**, on January 9, 2025, the City Council proclaimed a local emergency caused by the Eaton Fire;

**WHEREAS**, the City continues to deal with the aftermath of the Eaton Fire, including toxic debris clean-up, debris flow from the denuded hillside, and displacement of residents, and requires the financial assistance and combined forces of other political subdivisions;

**WHEREAS**, the mobilization of local resources, the ability to coordinate interagency response, accelerate procurement of vital supplies, use automatic aid, and allow for future reimbursement by the state and federal governments will be critical to successfully respond to the aftermath of the Eaton Fire;

**WHEREAS**, these conditions warrant and necessitate that the City proclaim the continuation of a local emergency and that financial assistance is needed; and

**WHEREAS**, Government Code section 8630, subdivision (c), states, "The governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency."

**THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA DOES RESOLVE AS FOLLOWS:**

**SECTION 1. Continuation of Emergency Declaration.** Pursuant to Government Code section 8630, subdivision (c), the City Council proclaims the continuation of the local emergency related to the Eaton Fire first proclaimed on January 9, 2025.

**SECTION 2. Emergency Authority.** Pursuant to Government Code section 8634, the City Council authorizes the City Manager as the Director of Emergency Services to take any measures necessary to protect and preserve the public health, safety, and welfare, including activation of the Emergency Operations Center.

**SECTION 3. Cost Accounting.** City staff will continue accounting for their time and expenses related to addressing the local emergency related to the Eaton Fire.

**SECTION 4. Submissions.** The City Clerk will transmit a copy of this Declaration at the earliest opportunity to the Los Angeles County Operational Area and the California Governor's Office of Emergency Services, requesting that the agencies find it acceptable in accordance with State law; that recovery assistance be made available under the California Disaster Assistance Act and the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

**SECTION 5. Filing & Posting.** This Resolution shall be filed in the office of the City Clerk and posted on the City's website and at City Hall, the Sierra Madre Public Library, and other locations at the discretion of the Emergency Services Director.

**SECTION 6. Review.** Pursuant to Government Code section 8630, subdivision (c), the City Council will review the need for continuing the local emergency within 60 days of the adoption of this Resolution.

**SECTION 7. Certification.** Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Resolution by the City Council.

**SECTION 8. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED** this 25th day of February, 2025.

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Robert Parkhurst, Mayor

**I HEREBY CERTIFY** the foregoing Resolution was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 25<sup>th</sup> day of February, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Laura Aguilar, City Clerk

## RESOLUTION NO. 25-16

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, PROCLAIMING A LOCAL EMERGENCY CAUSED BY THE 2025 MID-FEBRUARY WINTER STORM

**WHEREAS**, Southern California experienced a winter storm on February 12–14, 2025;

**WHEREAS**, the storm resulted in significant debris flow, enveloping City streets and damaging vehicles and structures;

**WHEREAS**, the debris flow was caused, in part, by the denuding of the hillside as a result of the 2025 Eaton Fire;

**WHEREAS**, on February 19, 2024, the City Manager declared a local emergency related to the debris flow resulting from the 2025 mid-February winter storm;

**WHEREAS**, the City requires the financial assistance and combined forces of other political subdivisions to respond to the debris flow resulting from 2025 mid-February winter storm and future potential winter storms;

**WHEREAS**, the mobilization of local resources, the ability to coordinate interagency response, accelerate procurement of vital supplies, use automatic aid, and allow for future reimbursement by the state and federal governments will be critical to successfully respond to the debris flow caused by the 2025 mid-February winter storm;

**WHEREAS**, these conditions warrant and necessitate that the City proclaim a local emergency and that financial assistance is needed; and

**WHEREAS**, Government Code section 8630, subdivision (a), states, “A local emergency may be proclaimed only by the governing body of a city, county, city and county, or by an official designated by ordinance adopted by that governing body.”

**THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA DOES RESOLVE AS FOLLOWS:**

**SECTION 1. Emergency Declaration.** Pursuant to Government Code section 8630, subdivision (a), the City Council proclaims a local emergency posing extreme peril to the safety of persons and property caused by the 2025 mid-February winter storm.

**SECTION 2. Emergency Authority.** Pursuant to Government Code section 8634, the City Council authorizes the City Manager as the Director of Emergency Services to take any measures necessary to protect and preserve the public health, safety, and welfare, including activation of the Emergency Operations Center.

**SECTION 3. Cost Accounting.** City staff will begin accounting for their time and expenses related to addressing the local emergency related to debris flow caused by the 2025 mid-February winter storm.

**SECTION 4. Submissions.** The City Clerk will transmit a copy of this Declaration at the earliest opportunity to the Los Angeles County Operational Area and the California Governor's Office of Emergency Services, requesting that the agencies find it acceptable in accordance with State law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Los Angeles County; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act and the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

**SECTION 5. Filing & Posting.** This Resolution shall be filed in the office of the City Clerk and posted on the City's website and at City Hall, the Sierra Madre Public Library, and other locations at the discretion of the Emergency Services Director.

**SECTION 6. Review.** Pursuant to Government Code section 8630, subdivision (c), the City Council will review the need for continuing the local emergency within 60 days of the adoption of this Resolution.

**SECTION 7. Certification.** Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Resolution by the City Council.

**SECTION 8. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED** this 25th day of February, 2025.

---

Robert Parkhurst, Mayor

**I HEREBY CERTIFY** the foregoing Resolution was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 25<sup>th</sup> day of February, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Laura Aguilar, City Clerk



# City of Sierra Madre **AGENDA REPORT**

*Robert Parkhurst, Mayor*  
*Kristine Lowe, Mayor Pro Tem*  
*Gene Goss, Council Member*  
*Edward Garcia, Council Member*  
*Kelly Kriebs, Council Member*

*Susan Spears, City Treasurer*

**TO:** Honorable Mayor Parkhurst and Members of the City Council

**FROM:** Aleks Giragosian, City Attorney

**REVIEWED BY:** Jose Reynoso, City Manager  
Gregory Silva, Code Enforcement Officer

**DATE:** February 20, 2025

**SUBJECT:** Consider Adoption of a Code Enforcement Officer  
Body Worn Camera Policy

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## **STAFF RECOMMENDATION**

Consider adoption of a Code Enforcement Officer body worn camera (“BWC”) policy, included hereto as Attachment A.

## **ALTERNATIVES**

1. Adopt the policy as amended;
2. Do not adopt the policy; or
3. Provide staff with alternative direction.

## **BACKGROUND**

The City of Sierra Madre’s Code Enforcement Department serves to improve quality of life issues, as well as protect the health and safety of our City’s residents. The Code Enforcement Officer works with the Sierra Madre Police Department (“SMPD”), along with all other City departments to prevent, investigate, and enforce violations of the City’s Municipal Code, as well as all state building codes related to construction matters.

Across the county, police departments and other municipalities are increasingly using body-worn cameras (“BWC”) to effectively monitor and record enforcement interactions with the public by governmental employees. The SMPD has issued BWCs to each of their police personnel responsible for enforcement efforts. These recordings have been instrumental in accurately recording public interactions and enforcement actions. These recordings may also potentially reduce civil liability to the City.

Staff recognizes the need to accurately record and document enforcement interactions resulting from daily enforcement efforts in the community. The City consulted with the SMPD to determine which BWC manufacturer and related products would be most suitable for City Code Enforcement implementation. Following that consultation, the City purchased two BWCs from Axon.com.

## **ANALYSIS**

The City of Sierra Madre developed the Code Enforcement Officer Body Worn Camera Policies and Procedures (the “BWC Policies”) to provide specific instructions and guidelines for use and operation for our Code Enforcement staff. The BWC Policies align with the Lexipol policy regarding the use of BWCs. The City’s BWC Policies were developed to ensure consistency and fairness during enforcement efforts and to accurately document what transpires during encounters and/or enforcement actions. Video recordings of contact between Code Enforcement Officers and members of the public will provide an objective record of these contacts and can enhance the City’s enforcement efforts, limit civil liability, increase transparency, enhance professionalism in the delivery of services, and enhance the delivery of training.

The proposed BWC Policies comply with state law practices and procedures for BWCs worn by police officers contained in Penal Code section 832.18. It ensures that Code Enforcement Officers actions do not violate the rights to privacy under the federal and state constitutions and the California Invasion of Privacy Act (Penal Code sections 630 *et. seq.*).

The creation of the City’s BWC Policies are necessary to ensure Code Enforcement Officers are recording interactions in accordance with fully vetted policies and procedures, and in compliance with established laws in the State of California. Requiring our Code Enforcement staff to adhere to the BWC Policies will not only protect both the City and the Code Enforcement Officer from a potentially adverse civil action but will also serve to protect the integrity of the enforcement action/investigation with an accurate recording of the interaction.

Pursuant to the proposed BWC Policies, any recordings of an enforcement action shall be maintained in a cloud-based third party server provided through a contracted license agreement through Evidence.com. These recordings shall be saved for various timeframes depending on the nature of the interaction and/or the enforcement action. Recorded encounters will serve to provide an objective/transparent review by staff or involved parties following an encounter resulting in an enforcement action. Recordings may also be used as physical evidence to document what transpired during the issuance of a citation or support investigations resulting in municipal code violations that have financial implications and potential for an administrative review or subsequent appeal hearing.

## **ENVIRONMENTAL (CEQA)**

The California Environmental Act (CEQA) is not applicable to this action, as this action is not a “project” under CEQA, as defined in Cal. Pub. Res. Code § 21065.

**STRATEGIC PLAN CORRELATION**

N/A

**FISCAL IMPACT**

There is no fiscal impact associated with the adoption of this policy

**PUBLIC NOTICE**

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com).

**ATTACHMENT:**

Attachment A – Code Enforcement Officer Body Worn Camera Policy

## CODE ENFORCEMENT OFFICER BODY WORN CAMERA POLICY

### PURPOSE AND SCOPE

The purpose of this policy is to provide procedures for the use of portable Body Worn Cameras (BWCs) by the City of Sierra Madre's Code Enforcement Officers while in the performance of their duties. Video recordings of contacts between Code Enforcement Officers and members of the public provide an objective record of these contacts and can enhance the City's enforcement efforts, limit civil liability, increase transparency, enhance professionalism in the delivery of services, and enhance the delivery of training.

Code Enforcement Officers shall utilize these devices in accordance with the provisions in this Policy to maximize the effectiveness of the audio/video documentation, achieve operational objectives, and ensure evidence integrity. The procedures apply to all Code Enforcement Officers and their Supervisors.

### DEFINITIONS

A. "Code Enforcement Officer" means an employee who, under the direction of the City Manager, investigates potential violations and enforces the City's municipal codes, including building and zoning codes.

B. "Evidentiary Recording" means a recording of an interaction with a member of the public that resulted in the Code Enforcement Officer issuing a formal warning, a notice of violation, or an administrative citation.

C. "Non-Evidentiary Recording" means a recording of an interaction with a member of the public that did not result in the Code Enforcement Officer issuing a formal warning, a notice of violation, or administrative citation.

### OPERATION AND USE

A. The City uses an Axon Body 3 digital/audio recording device. Use of the BWC is Mandatory for all Code Enforcement Officers that are designated to use BWC.

B. Code Enforcement Officers shall wear the BWC at all times while on duty. BWCs shall be worn in a manner and location on their person that is conducive to effective filming and evidence gathering, taking into consideration differences in body sizes and body types. When not in use, the BWC must be stored in the Axon dock or other designated storage location.

C. Code Enforcement Officers shall use the following Procedures when using BWCs:

1. Non-Code Enforcement Activity -

Code Enforcement Officers shall not record informal non-code enforcement interactions with the public, such as providing directions, engaging in general conversations, or during community outreach events. Should the nature of the encounter change to an enforcement action, the Code Enforcement Officer shall begin recording the interaction as soon as reasonably possible.

## 2. Code Enforcement Activity on Public Property

The Code Enforcement Officer shall activate use of the BWC immediately upon all interactions with members of the public or as soon as possible upon initiation of enforcement activity.

The Code Enforcement Officer is not required to seek permission to record the interaction, but the Officer must disclose, during the course of the interaction, that the encounter is being recorded.

## 3. Code Enforcement Activity on Private Property Fully Exposed to Public View

The Code Enforcement Officer shall activate use of the BWC while on private property where there is no expectation of privacy immediately upon all interactions with members of the public or as soon as possible upon initiation of a citizen interaction, when the Code Enforcement Officer is engaging in enforcement activity. Private property where there is no expectation of privacy means property, such as front yards or driveways of residences and businesses, in complete public view. It does not include areas behind a gated wall, backyards, or other areas where a Code Enforcement Officer standing on public property cannot view the area.

The Code Enforcement Officer is not required to seek permission to record the interaction, but the Officer must disclose, during the course of the interaction, that the encounter is being recorded.

## 4. Code Enforcement activity on Private Commercial Property Fully Exposed to Public View

The Code Enforcement Officer shall activate use of the BWC while on private property where there is no expectation of privacy.

The Code Enforcement Officer is not required to obtain the permission of a property owner or agent when entering commercial property for the purpose of engaging in code enforcement activity. The Code Enforcement Officer is not required to seek permission to record the interaction, but the Officer must

disclose, during the course of the interaction, that the encounter is being recorded. The Code Enforcement Officer may not record any persons or conversations in the commercial establishment other than the interaction between the Code Enforcement Officer and the property owner or agent.

5. Code Enforcement Activity on Private Property Not in Public View

Before entering private property not in public view, including businesses and residences, the Code Enforcement Officer shall activate the BWC. While recording, the Officer must request permission to: (1) enter the private property and (2) request permission to use the BWC. If the property owner refuses to grant access to the property, the Code Enforcement Officer must leave the premises. If the property owner denies permission to have the Code Enforcement Officer record the interaction, the Code Enforcement Officer shall deactivate the BWC.

D. Once the Code Enforcement Officer has activated the BWC, the Officer shall not terminate the activation until the interaction with the member of the public has ended.

E. Code Enforcement Officers shall notify via email or phone call the Director of Planning and Community Preservation at the end of any encounter that the Officer reasonably believes may generate a complaint.

F. At the end of the shift, the Code Enforcement Officer shall dock the BWC in the docking station for automated upload of audio/video data files. Code Enforcement Officers shall dock the BWC daily to ensure that storage capacity is not exceeded, to view uploaded files, and to ensure that the device is properly charged.

G. Personnel assigned a BWC are responsible for ensuring the category and comment section for each video/audio file is completed within a reasonable timeframe.

H. All audio/video files are uploaded to Evidence.com and maintained by an online cloud database managed by Axon Enterprises.

#### **CAMERA MAINTENANCE AND CARE**

A. Code Enforcement Officers assigned a BWC are responsible for the routine maintenance and care of the BWC and video system. Officers shall inspect and test their BWC and all associated equipment at the beginning of their shift. They shall ensure that the BWC lens and microphone are clear of debris that may obstruct or in any way degrade images or audio and shall ensure the BWC battery is fully charged at the start of their shift and/or assignment.

B. Any damage, malfunction or other operational problem shall be reported to the Code Enforcement Manager as soon as possible.

## **PROHIBITED ACTIONS AND CONDUCT**

- A. City Employees may not record any of the following:
  - 1. Personal Activities.
  - 2. Personal, telephone, or video conversations without the other participant's knowledge.
  - 3. Any footage where there is a commonly held expectation of privacy; such as restrooms, dressing rooms, or locker rooms.
  - 4. Non-work related activity.
- B. Code Enforcement Officers may not use, for recording purposes, personal cell phones or any recording device other than the City-issued BWC while on duty.
- C. Code Enforcement Officers may not use BWCs while off duty.
- D. Code Enforcement Officers may not tamper with the BWC or alter, modify, or tamper with any recording. No employee may erase any recording except as expressly provided in this Policy.

## **REVIEW OF RECORDINGS**

- A. Recordings may be reviewed by Code Enforcement Officers to:
  - 1. Ensure the system is operating properly.
  - 2. To assist with preparation of a report or other writing for the purposes of an administrative citation or hearing.
  - 3. During the process of categorizing videos for storage.
- B. Recordings may be reviewed by any persons attending an administrative hearing or court hearing related to an administrative citation.
- C. Recordings may be reviewed by any person designated by the City Manager or City Attorney for the following purposes:
  - 1. To prepare evidence for an administrative or court hearing.
  - 2. To investigate a personnel complaint or complaint from a member of the public, or for use in an administrative or criminal proceeding.
  - 3. To document performance and level of service provided to the public.

4. To conduct random audits of BWC footage to monitor compliance with the program and assess overall officer performance.

5. To identify recordings for use as training or instructional material.

D. Recordings may be shown for the purposes of training. If an involved employee objects to showing a recording, their objection will be submitted to the City Manager or the Code Enforcement Manager, to determine if the training value outweighs the employee's objection. In no event shall any recording be used or shown to ridicule or embarrass any employee.

## **RECORDS RETENTION AND DISCLOSURE**

A. All digital records collected using the BWC are the exclusive property of the City of Sierra Madre.

B. Each Non-Evidentiary Recording shall be retained for a minimum of 60 days, after which it may be erased, destroyed, or recycled.

C. Each Evidentiary Record shall be retained for a minimum of two years or until the proceeding to which it pertains is finally completed, whichever is longer. Code Enforcement Officers shall consult with the City Attorney or their designee to determine when a proceeding is finally completed.

D. Records of logs of access and deletion of data from BWC shall be retained for two years.

E. Digital Recordings are government records that may be subject to the California Public Records Act. Upon a request from a member of the public to view a digital recording, personnel shall consult with the City Attorney or their designee to ensure compliance with the Public Records Act.

## **TRAINING**

A. All Code Enforcement Officers and any other person designated by the City Manager shall receive training, which shall include:

1. A review of this Policy. All employees shall review and sign a statement that they have reviewed and understand this Policy prior to being issued a BWC.

2. A review of California law enforcement BWC laws and privacy laws, including but not limited to Cal. Penal Code § 832.18 and Cal. Penal Code § 630, *et. seq.*

3. Hardware operation, charging, and docking.

4. Categorization of files, data transfer procedures, data access, security, and retention guidelines, preparing and presenting digital evidence in administrative proceedings.

B. All employees using BWCs shall attend any additional trainings as necessary.

## **DISCIPLINE**

Employees who fail to comply with this Policy may be subject to disciplinary action up to and including termination.