

**AGENDA  
REGULAR MEETING  
SIERRA MADRE CITY COUNCIL,  
SUCCESSOR AGENCY, AND  
PUBLIC FINANCE AUTHORITY**

**Tuesday, May 8, 2018 - 6:30 pm**

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

*Denise Delmar, Mayor  
John Harabedian, Mayor Pro Tem  
Rachelle Arizmendi, Council Member  
John Capoccia, Council Member  
Gene Goss, Council Member*

*Sue Spears, City Clerk  
Michael Amerio, 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 any item on the agenda will be called 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.

**PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:**

Time shall be devoted to audience participation early on the agenda.

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

Mayor Delmar, Mayor Pro Tem Harabedian, Council Member Arizmendi, Council Member Capoccia, and Council Member Goss

**PLEDGE OF ALLEGIANCE AND INSPIRATION**

Color Guard/Pledge of Allegiance by Sierra Madre Cub Scout Pack 373 and words of inspiration from Mayor Denise Delmar

**APPROVAL OF AGENDA**

Vote of the Council to proceed with City business.

**APPROVAL OF MEETING MINUTES**

Approval of City Council minutes from the special meeting on April 24, 2018 and regular meeting on April 24, 2018.

**MAYOR AND CITY COUNCIL REPORTS**

Council Member activities relating to City business.

**PUBLIC COMMENT**

Regarding items not on the Agenda.

**PRESENTATION**

Presentation of a check from Kelly Rogers of RT Rogers Brewing Co. to Sierra Madre CERT

---

## **ACTION ITEMS**

---

### **1. CONSENT**

**a) ADOPTION OF RESOLUTION 18-18  
OF THE CITY COUNCIL OF THE  
CITY OF SIERRA MADRE  
APPROVING CERTAIN DEMANDS**

Recommendation that the City Council approve Resolution 18-18 for approval of payment of City warrants in aggregate amount of \$513,222.52; Library warrants in the aggregate amount of \$4,284.06, and payroll transfer in the aggregate amount of \$301,061.06 for fiscal year ending June 2018.

**b) APPOINTMENT OF CITY COUNCIL  
LIAISONS AND VOTING  
DELEGATES**

Recommendation that the City Council approve Mayor Delmar's liaison and voting delegate appointments to the various respective agencies, committees, commissions, and boards.

### **DISCUSSION**

**2. CONSIDERATION OF A CONSULTANT  
SERVICES AGREEMENT WITH DAPEER,  
ROSENBLIT, AND LITVAK, LLP FOR  
CODE ENFORCEMENT LEGAL SERVICES**

Recommendation that the City Council enter into a consultant services agreement with Dapeer, Rosenblit, and Litvak, LLP to provide code enforcement legal services and authorize the City Manager to execute such agreement in a form acceptable to the City Attorney.

**3. CONSIDERATION OF MOU WITH THE  
CITY OF LAGUNA BEACH FOR THE SALE  
OF RULE 20A FUNDS**

Recommendation that the City Council enter into a Memorandum of Understanding agreement for the sale of the current allocation balance of Rule 20A funds to the City of Laguna Beach at a rate of \$0.55 per dollar

**4. REQUEST FROM THE LEAGUE OF  
CALIFORNIA CITIES TO OPPOSE THE  
TAX, FAIRNESS, TRANSPARENCY AND  
ACCOUNTABILTY ACT OF 2018**

Recommendation that the City Council provide staff with direction.

**5. CONSIDERATION OF A SOLE SOURCE  
PROFESSIONAL SERVICES AGREEMENT  
FOR THE PURCHASE AND  
INSTALLATION OF A CITYWIDE AMI  
SMART METER SYSTEM**

Recommendation that the City Council approve a professional services agreement with Thirkettle Corporation, DBA Aqua Metrics Sales Co. and Sensus USA, Inc. for the purchase and installation of a citywide Sensus Automated Meter Infrastructure (AMI) system, in an amount not to exceed \$947,307.

**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.

**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), and during normal business hours at City Hall, 232 W. Sierra Madre Blvd. and at the Sierra Madre Public Library, 440 W. Sierra Madre Blvd.

**LIVE BROADCASTS**

Regular City Council meetings are broadcasted 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 Manager's office at (626) 355-7135 at least 48 hours prior to the meeting.

**ADJOURNMENT**

The City Council will adjourn to a Regular Meeting at this same place on Tuesday, May 22, 2018.



**CITY OF SIERRA MADRE**  
**CITY COUNCIL SPECIAL MEETING MINUTES**

SIERRA MADRE CITY COUNCIL,  
SUCCESSOR AGENCY, AND  
PUBLIC FINANCE AUTHORITY

**Tuesday, April 24, 2018 - 6:20 pm**

Sierra Madre City Hall Council Chambers  
232 W. Sierra Madre Blvd., Sierra Madre, CA 91024

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

Mayor Rachelle Arizmendi called the meeting to order at 6:20 p.m. City Clerk Sue Spears called the roll.

Present: Mayor Rachelle Arizmendi, Mayor Pro Tem Denise Delmar, Council Members John Capoccia, Gene Goss, and John Harabedian

Absent: None

Also Present: Gabe Engeland, City Manager  
Teresa Highsmith, City Attorney  
Marcie Medina, Assistant City Manager  
Laura Aguilar, Assistant City Clerk  
Mike Amerio, City Treasurer  
Chris Cimino, Public Works Director  
Miguel Hernandez, Human Resources Manager  
Joe Ortiz, Police Chief  
Sue Spears, City Clerk

**PUBLIC COMMENT ON AGENDA ITEM:**

Mayor Arizmendi opened the meeting for Public Comment on the agenda item. Seeing no one come forward, Mayor Arizmendi closed Public Comment.

**AGENDA ITEM FOR DISCUSSION:**

1. CONSIDERATION OF RESOLUTION No. 18-17 – A RESOLUTION OF THE CITY COUNCIL APPOINTING COUNCIL MEMBER JOHN HARABEDIAN AS THE VOTING DELEGATE FOR THE 2018 SCAG REGIONAL CONFERENCE AND GENERAL ASSEMBLY – Recommendation that the City Council adopt Resolution No. 18-17 appointing Council Member John Harabedian as the Voting Delegate for the 2018 SCAG Regional Conference and General Assembly.

Laura Aguilar, Assistant City Clerk, gave a report on Resolution No. 18-17.

Mayor Arizmendi asked if any Member of the Council had questions on Resolution No. 18-17.

Council Member Harabedian stated that, while the original delegate was Mayor Pro Tem Delmar, he is happy to attend and represent the City. Mayor Pro Tem Delmar said that she is pleased that Council Member Harabedian will attend.

Mayor Arizmendi opened this item for Public Comment. Seeing no one, Mayor Arizmendi closed Public Comment and brought the matter back to the Council for discussion. No additional discussion occurred.

Council Member Capoccia made a motion to approve Resolution 18-17 as presented.

Council Member Goss seconded the motion for approval.

Ayes: Mayor Rachelle Arizmendi, Mayor Pro Tem Denise Delmar, Council Members John Capoccia, Gene Goss, and John Harabedian

Noes: None

Absent: None

Abstain: None

The motion to approve Resolution No. 18-17 as presented was approved unanimously.

**ADJOURNMENT:**

Mayor Arizmendi asked for a motion to adjourn.

Council Member Harabedian made a motion to adjourn the meeting.

The motion to adjourn was seconded by Council Member Goss.

Ayes: Mayor Rachelle Arizmendi, Mayor Pro Tem Denise Delmar, Council Members John Capoccia, Gene Goss, and John Harabedian

Noes: None

Absent: None

Abstain: None

The motion to adjourn was passed unanimously.

THIS SIERRA MADRE CITY COUNCIL SPECIAL MEETING WAS ADJOURNED at 6:23 p.m. to a Regular Meeting to be held on Tuesday, April 24, 2018, at 6:30 p.m. in the Sierra Madre City Hall Council Chambers.

---

Denise Delmar, Mayor

Minutes taken and prepared by:

---

Sue Spears, City Clerk



**CITY OF SIERRA MADRE**  
**CITY COUNCIL REGULAR MEETING MINUTES**

SIERRA MADRE CITY COUNCIL,  
SUCCESSOR AGENCY, AND  
PUBLIC FINANCE AUTHORITY

**Tuesday, April 24, 2018 - 6:30 pm**

Sierra Madre City Hall Council Chambers  
232 W. Sierra Madre Blvd., Sierra Madre, CA 91024

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

Mayor Rachelle Arizmendi called the meeting to order at 6:30 p.m. City Clerk Sue Spears called the roll.

Present: Mayor Rachelle Arizmendi, Mayor Pro Tem Denise Delmar, Council Members John Capoccia, Gene Goss, and John Harabedian

Absent: None

Also Present: Gabe Engeland, City Manager  
Teresa Highsmith, City Attorney  
Marcie Medina, Assistant City Manager  
Laura Aguilar, Assistant City Clerk  
Mike Amerio, City Treasurer  
Chris Cimino, Public Works Director  
Miguel Hernandez, Human Resources Manager  
Joe Ortiz, Police Chief  
Sue Spears, City Clerk

**PLEDGE OF ALLEGIANCE AND INVOCATION/INSPIRATION:**

Council Member Gene Goss led the Pledge of Allegiance, after which he read a prayer that he composed.

**APPROVAL OF AGENDA AS PRESENTED:**

Mayor Arizmendi asked for a motion to approve the agenda with Consent Calendar Item 1a removed and to be discussed at the next regular meeting.

Council Member Capoccia moved to approve the agenda with Consent Calendar Item 1a removed.

Mayor Pro Tem Delmar seconded the motion to approve the amended agenda.

Ayes: Mayor Rachelle Arizmendi, Mayor Pro Tem Denise Delmar, Council Members John Capoccia, Gene Goss, and John Harabedian

Noes: None

The motion to approve the amended agenda was passed unanimously.

**APPROVAL OF MINUTES:**

Mayor Arizmendi moved on to the approval of the Minutes of the Regular Council Meeting of March 27, 2018.

Council Member Goss moved to approve the Minutes of the Regular Council Meeting of March 27, 2018 as presented.

Council Member Harabedian seconded the motion to approve the Minutes.

Ayes: Mayor Rachelle Arizmendi, Mayor Pro Tem Denise Delmar, Council Members John Capoccia, Gene Goss, and John Harabedian

Noes: None

Absent: None

Abstain: None

The motion to approve the Minutes of the Regular Council Meeting of March 27, 2018 as presented was passed unanimously.

**MAYOR AND CITY COUNCIL REPORTS:**

- A. Mayor Rachelle Arizmendi reported that she attended the Sierra Madre Library's Bookmark Contest and that, for Grades K – 8, there were 1<sup>st</sup> and 2<sup>nd</sup> place awards for each grade level. Among these, the four grand prize winners were selected by Mayor Arizmendi, City Manager Engeland, a Library Trustee, and a Friends of the Library representative. The bookmarks of the four grand prize winners will be printed and available for distribution in a few weeks at the Sierra Madre Library as part of the "Sierra Madre Super Summer" event. She noted that there were approximately 400 bookmarks submitted as part of the contest and extended congratulations to all bookmark award winners, as well as to all of the children who participated. Mayor Arizmendi also reported that the League of California Cities Board will have items on its May agenda dealing with taxes and arguments about SB1, roads, and infrastructure and that the City Council will be hearing more information about some of those issues next month and discuss whether the City should take any stances on them.
- B. Pro Tem Denise Delmar did not make a report.
- C. Council Member John Capoccia did not make a report.
- D. Council Member Gene Goss did not make a report.
- E. Council Member John Harabedian did not make a report.

**PUBLIC COMMENT ON NON-AGENDA ITEMS:**

Mayor Arizmendi opened the meeting for Public Comment on items not on the agenda. Seeing no one come forward, Mayor Arizmendi closed Public Comment.

**1. AGENDA ACTION ITEM: CONSENT CALENDAR:**

City Manager Engeland gave the following reports under the Consent Calendar:

- a) ~~CONSULTANT SERVICES AGREEMENT~~ - Recommendation that the City Council enter into an agreement with Dapeer, Rosenblit, Litvak, LLP for code enforcement legal services and authorize the City Manager to execute an agreement in a form acceptable to the City Attorney.
- b) CONSIDERATION OF RESOLUTION 18-14 DESIGNATING STREETS TO BE INCLUDED IN THE FY 2018-2019 STREET REHABILITATION PROGRAM - Recommendation that the City Council approve Resolution 18-14 adopting a list of projects for Fiscal Year 2018-2019 funded by SB1: The Road Repair and Accountability Act of 2017.
- c) RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT TO HARDY AND HARPER, INC., FOR CONSTRUCTION OF THE FY 2017-2018 STREET IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$1,079,100 - Recommendation that the City Council Award a construction to Hardy and Harper, Inc., in an amount not to exceed \$1,079,100.
- d) CONSIDERATION OF RESOLUTION 18-16 RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON APRIL 10, 2018, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW - Recommendation that the City Council approve Resolution 18-16 reciting the fact of the General Municipal Election held on April 10, 2018 and declaring the results and such other matters as provided by law.
- e) ADOPTION OF RESOLUTION No. 18-13 OF THE CITY COUNCIL OF SIERRA MADRE APPROVING CERTAIN DEMANDS - Recommendation that the City Council approve Resolution No. 18-136 for approval of payment of City Warrants in the aggregate amount of \$126,550.80; Sierra Madre Library warrants in the aggregate amount of \$4,393.16 and Payroll Transfer in the aggregate amount of \$302,568.08 for the fiscal year ending June 30, 2018.
- f) ADOPTION OF RESOLUTION No. 18-15 OF THE CITY COUNCIL OF SIERRA MADRE APPROVING CERTAIN DEMANDS - Recommendation that the City Council approve Resolution No. 18-15 for approval of payment of City Warrants in the aggregate amount of \$260,313.68; Sierra Madre warrants in the aggregate amount of \$5,017.80 and Payroll Transfer in the aggregate amount of \$317,314.40 for the fiscal year ending June 30, 2018.

Mayor Arizmendi asked if any Member of the Council had questions on items on the Consent Calendar. Council Members did not ask any questions.

Mayor Arizmendi opened the meeting for Public Comment on the Consent Calendar. Seeing no one, Mayor Arizmendi closed Public Comment and brought the matter back to the Council for discussion. No additional discussion occurred.

Council Member Capoccia made a motion to approve Consent Items 1b, 1c, 1d, 1e, and 1f as presented.

Council Member Harabedian seconded the motion for approval.

Ayes: Mayor Rachelle Arizmendi, Mayor Pro Tem Denise Delmar, Council Members John Capoccia, Gene Goss, and John Harabedian

Noes: None

Absent: None

Abstain: None

The motion to approve Consent Calendar Items 1b, 1c, 1d, 1e, and 1f as presented was approved unanimously.

## **PUBLIC COMMENT ON NON-AGENDA ITEMS:**

Mayor Arizmendi again opened the meeting for Public Comment on items not on the agenda.

- Barry Gold, 440 Ramona Ave. and representing the Sierra Madre Kiwanis said the following: (1) the Sierra Madre Kiwanis 2018 Dance the Night Away and Chili Cook-off will be held on May 12, 2018, from 6:00 p.m. – 10:00 p.m. at Sierra Vista Park, (2) proceeds will be used to support the Creative Arts Imagin Art Program and other youth programs, (3) it will be judged again by Food Critic Peter Dills, (4) Sierra Madre City staff participating this year include last year's winner, Chris Cimino, City Manager Gabe Engeland, and James Carlson, (5) tickets are now on sale at Savor the Flavor, and (6) persons with questions can call (626) 627-3363 for more information.

Mayor Arizmendi asked if anyone else would like to come forward on items not on the agenda. Seeing no one come forward, Mayor Arizmendi closed Public Comment.

## **AGENDA PRESENTATION ITEMS:**

### **2. PRESENTATIONS – PRESENTATIONS IN RECOGNITION OF MAYOR PRO TEMPORE DENISE DELMAR**

Carol Canterbury, Ed Chen, and Susan Henderson, Sierra Madre Chamber of Commerce representatives, thanked, recognized, and presented a bouquet of flowers to Mayor Pro Tem Delmar.

Mayor Arizmendi thanked Mayor Pro Tem Delmar for her service, diligence, integrity, and commitment in representing our community and the public, both in the public forum and working behind the scenes. In addition, Mayor Arizmendi expressed looking forward to serving with Mayor Pro Tem Delmar for another four years and presented her with a mini-gavel plaque for her term as Mayor Pro Tem from April 17, 2017 to April 24, 2018.

### **3. PRESENTATIONS – PRESENTATIONS IN RECOGNITION OF MAYOR RACHELLE ARIZMENDI**

Mayor Pro Tem Delmar thanked and commended Mayor Arizmendi on her leadership, guidance, tenacity, openness, and work as mayor this past year. In addition, Mayor Pro Tem Delmar presented Mayor Arizmendi with a big gavel plaque and a City of Sierra Madre Certificate recognizing her accomplishments on the City Council and during her term as mayor this past year.

Carol Canterbury, Ed Chen, and Susan Henderson, Sierra Madre Chamber of Commerce representatives, thanked, recognized, and presented a bouquet of flowers to Mayor Arizmendi.

The following presentations were made to Mayor Arizmendi in recognition of her service as mayor:

- a. "Certificate of Congressional Recognition" presented by Enrique Robles on behalf of Judy Chu, Member of Congress, 27<sup>th</sup> District.
- b. "California Legislature Assembly Certificate of Recognition" presented by Faith Lee on behalf of Chris Holden Assembly Member, 41<sup>st</sup> District.
- c. "California State Senate Certificate of Recognition" presented by Carla Dyson on behalf of Anthony Portantino, State Senator.

- d. "County of Los Angeles Commendation" presented by Christian Daly on behalf of Kathryn Barger, Supervisor, Fifth District.

Mayor Arizmendi thanked the residents and the members of the City Council for their support and expressed pride in the work that has been done by the City Council. In addition, she said that she is thrilled and honored to be serving with her colleagues for at least the next either two or four years. Mayor Arizmendi reflected upon how far the City has come in the last four years and that the City Council has been able to do it with such respect for one another and with the respect of debate. She stated that she hoped the public can embrace how much work has been accomplished this past year and expressed a special thanks to City Manager Engeland for his guidance, the progress that has been made, and the issues that have been addressed. Mayor Arizmendi also thanked City Attorney Highsmith for her valuable guidance.

Mayor Pro Tem Delmar said that she has enjoyed her year as Mayor Pro Tem this year, echoes what Mayor Arizmendi said, and is excited that the City Council gets to continue to work together as a whole and, over the next four years, proceed with accomplishing the goals that the City Council has established. In addition, now that the election is over, Mayor Pro Tem Delmar expressed appreciation to those who supported Arizmendi, Delmar, and Goss for City Council.

#### **AGENDA ITEMS FOR DISCUSSION:**

**4. ADMINISTRATION OF THE OATH OF OFFICE TO ELECTED OFFICIALS – Rachele Arizmendi, City Council, Gene Goss, City Council, and Denise Delmar, City Council**

City Clerk Spears individually asked Council Members Rachele Arizmendi, Gene Goss, and Denise Delmar to raise their right hand and read the Oath of Allegiance for Public Officials. Each oath certificate was then individually signed by City Clerk Spears and Council Members Arizmendi, Goss, and Delmar.

**5. CITY COUNCIL REORGANIZATION – Recommendation that the City Council Reorganize and Appoint a Mayor and Mayor Pro Tempore, Respectfully, for the term beginning April 24, 2018 and ending April 23, 2019**

Mayor Arizmendi made a motion to appoint Denise Delmar as Mayor and John Capoccia as Mayor Pro Tem.

Council Member Capoccia made a counter motion to appoint Denise Delmar as Mayor and John Harabedian as Mayor Pro Tem.

Council Member Gene Goss seconded both motions and discussion followed.

Mayor Arizmendi opened the meeting for Public Comment on this issue.

- Gloria Giersbach, Chaparral, Debbie Sheridan, Valle Vista, and Nancy Shollenberger, Grandview/Former City Clerk, thanked Council Members Rachele Arizmendi, Denise Delmar, and Gene Goss for running for City Council again and presented each with flowers and homemade baked goods.

Mayor Arizmendi asked if anyone else would like to come forward on this item. Seeing no one, Mayor Arizmendi closed Public Comment and brought the matter back to the Council for discussion.

Mayor Arizmendi said that she would support Council Member Capoccia's counter motion.

No action was taken on Mayor Arizmendi's motion and the vote was on Council Member Capoccia's counter motion.

Ayes: Mayor Rachelle Arizmendi, Mayor Pro Tem Denise Delmar, Council Members John Capoccia, Gene Goss, and John Harabedian.

Noes: None

Absent: None

Abstain: None

The motion to appoint Denise Delmar as Mayor and John Harabedian as Mayor Pro Tem, for the term beginning April 24, 2018 and ending April 23, 2019 was passed unanimously.

Mayor Delmar congratulated John Harabedian on his appointment as Mayor Pro Tem and expressed that it will be a pleasure to serve with him together this next year. She said that she is honored and touched by the support that Sierra Madre has shown to her and, as mayor, she will strive to continue the traditions and values modeled by former Mayors Arizmendi, Capoccia, Goss, and Harabedian. Mayor Delmar stated that, as part of those traditions and values, she will listen to residents and hear their concerns, satisfactions, and worries. In addition, Mayor Delmar said that she (1) respects the views of her fellow Council Members, City Staff, and all who approach the podium, (2) vowed to continue to look for efficiencies and effectiveness in our City government, (3) remembers that Sierra Madre needs and depends on all of its volunteers, and (4) knows that she is here to serve, carry out the will of the people, and leave Sierra Madre in a better place than when she took over as Mayor.

#### **NEW ITEMS PLACED FOR FUTURE AGENDA:**

Mayor Delmar asked the members of the City Council if there are any new items for future meeting agendas.

No new items were requested by the Council Members.

#### **ADJOURNMENT:**

Mayor Delmar asked for a motion to adjourn.

Council Member Capoccia made a motion to adjourn the meeting.

The motion to adjourn was seconded by Mayor Pro Tem Harabedian.

Ayes: Mayor Denise Delmar, Mayor Pro Tem John Harabedian, Council Members Rachelle Arizmendi, John Capoccia, and Gene Goss.

Noes: None

Absent: None

Abstain: None

The motion to adjourn was passed unanimously.

THIS SIERRA MADRE CITY COUNCIL REGULAR MEETING WAS ADJOURNED at 7:10 p.m. to a Regular Meeting to be held on Tuesday, May 8, 2018, in the Sierra Madre City Hall Council Chambers.

Minutes taken and prepared by:

---

Sue Spears, City Clerk

**RESOLUTION NUMBER 18-18**

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

**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 \$513,222.52 Sierra Madre Library Warrants in aggregate amount of \$4,284.06 and Payroll Transfer in the aggregate amount of \$301,061.06 the fiscal year ending June 30, 2018.

**APPROVED AND ADOPTED** this 8<sup>th</sup> day of May, 2018.

---

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 18-18 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 8<sup>th</sup> day of May, 2018.

AYES:

NOES:

ABSTAIN:

**City of Sierra Madre  
Department of Finance  
Warrant Register Recap  
City Council Meeting of May 8, 2018**

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

City of Sierra Madre Warrants .....	\$513,222.52
Sierra Madre Library Warrants .....	\$4,284.06
Payroll #9 Transfer.....	\$301,061.06

**Warrant Register 5/8/18**

**Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY1718	Manual Warrants	688.06	1
FY1718	General Warrants- Utility Bills	1,487.06	2
FY1718	General Warrants	511,047.40	3-6
	Total	513,222.52	

Fiscal Year	Description	Amount	
FY1718	Library Warrants	4,284.06	7
	Total	4,284.06	

Date: 5/3/18	Payroll #9 Electronic Tansfers From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.	301,061.06	
--------------	--	------------	--



City of Sierra Madre, CA

# Check Approval Register

*Page 1*

Packet: APPKT03978 - MTVIEW050118

Check Date: 04/30/2018

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND							
<u>1497</u>	MOUNTAIN VIEWS NEWS						
APBWEST	Check			<u>CM140506</u>	Public Hearing Notice Publications	10000.12000.52206	688.06
<b>Fund 10000 Total:</b>							<b>688.06</b>
<b>Report Total:</b>							<b>688.06</b>



*Page 2*

Packet: APPKT03979 - UB043018  
Vendor Set: 01 - Vendor Set 01

Check Date: 04/30/2018

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<b>Fund: 10000 - GENERAL FUND</b>							
<u>0129</u>	AT&T						
APBWEST	Check			<u>81829102416611-04</u>	TELECOM DIV 911 4/4-5/3/18	10000.50000.55005	200.53
<u>VEN02792</u>	FRONTIER CALIFORNIA INC						
APBWEST	Check			<u>20915157430511995</u>	LA CNTY SHRFF CHGS 4/28-5/27/18	10000.50000.55005	242.91
				<u>31000157630511995</u>	LA CNTY SHRFF PH CHGS 4/28-5/27/18	10000.50000.55005	140.60
<u>1439</u>	TIME WARNER CABLE						
APBWEST	Check			<u>8448300220179789-C</u>	LA CNTY ISD WAN 4/27-5/26/18	10000.50000.52200	283.44
				<u>8448300220027467-C</u>	FD CABLE CHGS 5/1-5/31/18	10000.61000.52200	59.00
				<u>0192691041518-041</u>	REC INTERNET SVC 4/25-5/24/18	10000.70000.52200	189.98
				<u>8448300220192683-C</u>	LIBRARY INTERNET SVC 4/25-5/24/18	10000.90000.52200	199.98
<b>Fund 10000 Total:</b>							<b>1,316.44</b>
<b>Fund: 60003 - INT SVC FND - TECHNOLOGY</b>							
<u>VEN02792</u>	FRONTIER CALIFORNIA INC						
APBWEST	Check			<u>31016998450619065</u>	PH CHGS 4/16-5/15/18	60003.30000.55005	87.98
<u>1749</u>	PACIFIC TELEMANAGEMENT SERVICE						
APBWEST	Check			<u>981169</u>	PAY PHONE 5/1-5/31/18	60003.30000.55005	82.64
<b>Fund 60003 Total:</b>							<b>170.62</b>
<b>Report Total:</b>							<b>1,487.06</b>



Packet: APPKT03985 - GEN050818  
Vendor Set: 01 - Vendor Set 01

Check Date: 05/01/2018

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<b>Fund: 10000 - GENERAL FUND</b>							
<u>VEN03132</u>	ACCURATE MOBILE WELDING						
	APBWEST	Check		<u>1742</u>	Accurate Mobile Welding	10000.61000.56009	500.00
<u>1644</u>	AMAZON						
	APBWEST	Check		<u>1685035</u>	PD SUPPLIES	10000.50000.53304	336.54
<u>1553</u>	ARNOLD'S FRONTIER HARDWARE						
	APBWEST	Check		<u>084535</u>	blanket po - hardware / misc supplies	10000.50000.53204	4.36
<u>0132</u>	BAKER & TAYLOR, INC.						
	APBWEST	Check		<u>4012184894</u>	BOOKS	10000.90000.53406	98.09
<u>1200</u>	BLUE DIAMOND MATERIALS						
	APBWEST	Check		<u>1151274</u>	ASPHALT	10000.83500.53206	35.59
				<u>1151288</u>	ASPHALT	10000.83500.53206	35.59
				<u>1153144</u>	ASPHALT	10000.83500.53206	23.98
<u>0169</u>	CITY ELECTRIC SUPPLY						
	APBWEST	Check		<u>PDA/004840</u>	Inv# PDA 004616	10000.83300.53001	24.70
<u>0326</u>	CITY OF PASADENA						
	APBWEST	Check		<u>30001923</u>	blanket po - inmate housing	10000.50000.52003	1,290.00
<u>1649</u>	EMERGENCY RESPONSE CRIME SCENE CLEANING						
	APBWEST	Check		<u>INV022491</u>	EVIDENCE	10000.50000.53304	175.00
<u>1462</u>	FASCHING'S CAR WASH						
	APBWEST	Check		<u>INV022437-MAR 18</u>	blanket po - car wash/police veh mntc	10000.50000.52302	134.60
<u>VEN01936</u>	FOOTHILL COMMUNICATIONS LLC						
	APBWEST	Check		<u>2412</u>	RADIOS	10000.50000.53301	250.00
<u>VEN02778</u>	FORMLA LANDSCAPING INC						
	APBWEST	Check		<u>29405</u>	FY 17-18 CITY HALL LANDSCAPE SERVICES	10000.83300.52200	833.33
<u>VEN03144</u>	JEREMIAH DE LEON						
	APBWEST	Check		<u>2003539.001</u>	SECURITY DEPOSIT	10000.00000.23200	500.00
<u>VEN03143</u>	JOEY HONG						
	APBWEST	Check		<u>2003537.001</u>	SECURITY DEPOSIT	10000.00000.23200	500.00
<u>0515</u>	LANDSCAPE WAREHOUSE						
	APBWEST	Check		<u>2552898</u>	FY 17-18 IRRIGATION SUPPLIES	10000.83300.53001	19.43
				<u>2553184</u>	FY 17-18 IRRIGATION SUPPLIES	10000.83300.53001	31.68
				<u>2553282</u>	FY 17-18 IRRIGATION SUPPLIES	10000.83300.53001	195.58
				<u>2552900</u>	FY 17-18 IRRIGATION SUPPLIES	10000.83300.53001	68.05
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC						
	APBWEST	Check		<u>51686</u>	FY 17-18 LANDSCAPE MAINTENANCE	10000.81201.52200	208.33
						10000.83300.52200	6,566.67
<u>VEN01254</u>	PERRY GOTH						
	APBWEST	Check		<u>INV022490</u>	CONFERENCE	10000.61000.53402	366.00
<u>VEN01608</u>	PHOENIX GROUP INFORMATION SYSTEMS						
	APBWEST	Check		<u>032018200</u>	blanket po - parking citation svcs	10000.50000.52200	1,488.38
<u>0552</u>	RKA CONSULTING GROUP						
	APBWEST	Check		<u>27482</u>	Engineering Design Services for FY 2017-18 Street	10000.83500.52100	935.00
<u>1443</u>	SHRED-IT USA LLC						
	APBWEST	Check		<u>8124510524</u>	blanket po -document shredding	10000.50000.52200	384.70
<u>VEN02018</u>	SUZETTE OTLEWIS						
	APBWEST	Check		<u>INV022496</u>	FY 2017-18 CE/QI SERVICES	10000.64000.52205	500.00
<u>0425</u>	WILLDAN ASSOCIATES						
	APBWEST	Check		<u>002-19130</u>	Plan Check / Inspection Services 17/18	10000.40000.52100	18,596.16
<u>1053</u>	WITTMAN ENTERPRISES, LLC						
	APBWEST	Check		<u>1803056</u>	FY 2017-18 EMS BILLING SERVICES	10000.64000.52200	3,065.22

**Fund 10000 Total: 37,166.98**

**Fund: 29005 - LIBRARY GRANTS**

*Page 4*

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0132</u>	BAKER & TAYLOR, INC.				
APBWEST	Check	<u>4012184894</u>	BOOKS	29005.90000.53999	328.35
<b>Fund 29005 Total:</b>					<b>328.35</b>
<b>Fund:</b>	32006 - LIGHTING DISTRICT - ZONE A				
<u>0552</u>	RKA CONSULTING GROUP				
APBWEST	Check	<u>27483</u>	Crosswalk Safety Survey	32006.83000.52200	2,097.75
<b>Fund 32006 Total:</b>					<b>2,097.75</b>
<b>Fund:</b>	32007 - LIGHTING DISTRICT - ZONE B				
<u>0552</u>	RKA CONSULTING GROUP				
APBWEST	Check	<u>27483</u>	Crosswalk Safety Survey	32007.83000.52200	2,097.75
<b>Fund 32007 Total:</b>					<b>2,097.75</b>
<b>Fund:</b>	32008 - PARKING ASSMNT DIST				
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC				
APBWEST	Check	<u>51686</u>	FY 17-18 LANDSCAPE MAINTENANCE	32008.83000.52200	1,000.00
<b>Fund 32008 Total:</b>					<b>1,000.00</b>
<b>Fund:</b>	37004 - LOCAL TRANSPORTATION/PROP A				
<u>1455</u>	FIRST TRANSIT INC				
APBWEST	Check	<u>11414895- NOV 2017</u>	FY 17-18 DIAL A RIDE GATEWAY COACH TRANSP	37004.70000.52203	11,836.36
		<u>11406148- OCT 2017</u>	FY 17-18 DIAL A RIDE GATEWAY COACH TRANSP	37004.70000.52203	12,341.52
<u>1717</u>	LACMTA				
APBWEST	Check	<u>101918</u>	TAP CARDS	37004.70000.52001	238.00
<b>Fund 37004 Total:</b>					<b>24,415.88</b>
<b>Fund:</b>	37006 - SENIOR CENTER				
<u>VENO1969</u>	INLAND EMPIRE STAGES				
APBWEST	Check	<u>51837</u>	SENIOR EXCURSION TRANSPORTATION	37006.72000.52200	1,425.00
<u>1717</u>	LACMTA				
APBWEST	Check	<u>101918</u>	TAP CARDS	37006.72000.53999	102.00
<b>Fund 37006 Total:</b>					<b>1,527.00</b>
<b>Fund:</b>	37007 - SM COMMUNITY FOUNDATION				
<u>VENO2683</u>	CAL BLEND SOILS INC				
APBWEST	Check	<u>INV022438</u>	MULCH	37007.00000.48999	82.13
<b>Fund 37007 Total:</b>					<b>82.13</b>
<b>Fund:</b>	38005 - GAS TAX FUND				
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC				
APBWEST	Check	<u>51686</u>	FY 17-18 LANDSCAPE MAINTENANCE	38005.83500.52200	1,750.00
<b>Fund 38005 Total:</b>					<b>1,750.00</b>
<b>Fund:</b>	38006 - BIKEWAY/SIDEWALK FUND				
<u>VENO1613</u>	GANAHL LUMBER COMPANY				
APBWEST	Check	<u>140975183</u>	LUMBER AND HARDWARE	38006.83600.53211	16.96
		<u>140977329</u>	LUMBER AND HARDWARE	38006.83600.53211	17.50
<b>Fund 38006 Total:</b>					<b>34.46</b>
<b>Fund:</b>	39006 - FRIENDS OF THE LIBRARY DONATION FUND				
<u>1163</u>	RECORDED BOOKS, LLC				
APBWEST	Check	<u>75766881</u>	BOOKS	39006.90000.53406	1,500.00
<b>Fund 39006 Total:</b>					<b>1,500.00</b>
<b>Fund:</b>	60000 - INT SVC FND - FLEET				
<u>0125</u>	ARROW AUTOMOTIVE SERVICE				
APBWEST	Check	<u>1040546</u>	FY 17-18 VEHICLE MAINTENANCE	60000.83100.53208	40.00
<u>0207</u>	ERNIE'S AUTO PARTS				
APBWEST	Check	<u>14IN322914</u>	FY 17-18 VEHICLE MAINTENACE	60000.83100.53208	87.16
		<u>14IN322954</u>	FY 17-18 VEHICLE MAINTENACE	60000.83100.53208	35.70
		<u>14IN322922</u>	FY 17-18 VEHICLE MAINTENACE	60000.83100.53208	25.54
<u>VENO3106</u>	GLOBAL POWER GROUP INC				
APBWEST	Check	<u>54673</u>	PW Services	60000.83100.52200	1,203.12
<u>1454</u>	JDS TANK TESTING & REPAIR INC				
APBWEST	Check	<u>11706</u>	FY 17-18 TANK TESTING AND MAINTENANCE	60000.83100.55001	140.00
<u>1453</u>	MONROVIA BODY SHOP				
APBWEST	Check	<u>INV022498</u>	Fleet Maintenance	60000.83100.53208	2,121.43

*Pages*

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0403</u>	TRIANGLE TRUCK PARTS				
APBWEST	Check	<u>322816</u>	FY 17-18 TRUCK EQUIPMENT AND PARTS	60000.83100.53208	189.17
<b>Fund 60000 Total:</b>					<b>3,842.12</b>
<b>Fund:</b>	60001 - INT SVC FND - FACILITIES MGT				
<u>VEN02961</u>	ARAMARK UNIFORM & CAREER APPAREL GROUP INC				
APBWEST	Check	<u>533201339</u>	FY 17-18 UNIFORM CLEANING	60001.83200.53303	64.35
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE				
APBWEST	Check	<u>084398</u>	FY 17-18 FACILITY MAINTENANCE SUPPLIES	60001.83200.53200	23.19
<u>0714</u>	CINTAS CORPORATION #693				
APBWEST	Check	<u>693101640</u>	UNIFORM	60001.83200.53303	121.35
		<u>693849642</u>	UNIFORM	60001.83200.53303	120.95
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC				
APBWEST	Check	<u>51686</u>	FY 17-18 LANDSCAPE MAINTENANCE	60001.83200.52200	2,475.00
<u>0336</u>	POST ALARM SYSTEMS				
APBWEST	Check	<u>1055893</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	47.50
		<u>1061426</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	50.87
		<u>1056344</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	21.50
		<u>1061585</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	38.00
		<u>1059010</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	42.00
<u>VEN03131</u>	SOUTHWEST SOLUTIONS GROUP INC				
APBWEST	Check	<u>82667-1</u>	Planning Department Buildout	60001.83200.56002	1,386.02
<b>Fund 60001 Total:</b>					<b>4,390.73</b>
<b>Fund:</b>	60002 - INT SVC FND - ADMINISTRATION				
<u>1799</u>	TYLER TECHNOLOGIES INC				
APBWEST	Check	<u>025-217270</u>	BUSINESS LICENSE MAY 18-APR 19	60002.30000.52200	2,110.65
<b>Fund 60002 Total:</b>					<b>2,110.65</b>
<b>Fund:</b>	60003 - INT SVC FND - TECHNOLOGY				
<u>1644</u>	AMAZON				
APBWEST	Check	<u>744789963935</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	915.41
		<u>449993465745</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	975.89
		<u>476649765444</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	56.92
		<u>973745633786</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	329.18
		<u>964589446656</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	79.99
		<u>687373674343</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	493.36
		<u>439899846747</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	136.96
		<u>446783493496</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	65.12
		<u>439494998439</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	810.28
		<u>958893499434</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	345.25
		<u>738949866539</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	489.98
		<u>885538567768</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	180.68
		<u>666688549365</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	76.57
		<u>767847649857</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	34.98
		<u>443934584676</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	449.99
		<u>495696343489</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	2,596.00
<u>1786</u>	AXONTECH LLC				
APBWEST	Check	<u>7791</u>	FY 17-18 MONTHLY DATTO SERVICE	60003.30000.52200	649.00
<u>VEN03084</u>	DEVLYNE NETWORKS LLC				
APBWEST	Check	<u>3524</u>	NETWORK SUPPORT	60003.30000.52200	3,080.00
<u>0786</u>	OFFICE DEPOT, INC				
APBWEST	Check	<u>107576472001</u>	OFFICE SUPPLIES	60003.30000.53100	116.28
<u>1476</u>	RICOH AMERICAS CORPORATION				
APBWEST	Check	<u>5053082930</u>	FY 17-18 COPIER LEASE	60003.30000.53210	154.07
<u>VEN02951</u>	YOHTEK CORP				
APBWEST	Check	<u>2040</u>	PROFESSIONAL SERVICES	60003.30000.52100	900.00
		<u>2041</u>	PROFESSIONAL SERVICES	60003.30000.52100	1,050.00
<b>Fund 60003 Total:</b>					<b>13,985.91</b>
<b>Fund:</b>	60007 - INT SVC FND - PERSONNEL AND RISK MGMT				
<u>VEN01177</u>	EYEMED				
APBWEST	Check	<u>INV022494</u>	VISION MAY 18 #9810110	60007.00000.21603	11.49
<u>VEN01176</u>	METLIFE SMALL MARKET				

*Page 6*

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APBWEST	Check	<u>INV022493</u>	DENTAL MAY 18 KM05736666-0001	60007.00000.21603	129.82
<u>VEN03049</u>	RUBY VELASQUEZ				
APBWEST	Check	<u>INV022499</u>	CONFERENCE	60007.70100.52205	28.00
				60007.70100.53404	243.08
<u>2013</u>	SIGN CONTRACTORS INC				
APBWEST	Check	<u>20769</u>	RELETER 1 SIDE OF UNIT 92/PD	60007.70100.54805	410.63
				<b>Fund 60007 Total:</b>	<b>823.02</b>
<b>Fund: 71000 - WATER ENTERPRISE FUND</b>					
<u>0109</u>	AIRGAS USA				
APBWEST	Check	<u>9952639942</u>	FY 17-18 WELDING GAS	71000.81100.53200	51.74
<u>VEN03147</u>	BANNER BANK				
AP EFT WEST	Electronic Funds Transfer	<u>INV022500</u>	INTEREST AND PRINCIPAL LN#72198478	71000.00000.27200	258,284.43
				71000.30000.58002	139,193.02
<u>1200</u>	BLUE DIAMOND MATERIALS				
APBWEST	Check	<u>1151274</u>	ASPHALT	71000.81100.53206	142.37
		<u>1151288</u>	ASPHALT	71000.81100.53206	142.37
		<u>1153144</u>	ASPHALT	71000.81100.53206	95.93
<u>0171</u>	CLINICAL LABORATORY OF SAN BERNARDINO, INC.				
APBWEST	Check	<u>961913</u>	FY 17-18 WATER TREATMENT TESTING MONTHI	71000.81100.52200	1,988.00
<u>VEN02309</u>	DANGELO CO INC				
APBWEST	Check	<u>S1333646.001</u>	Maintenance supplies	71000.81100.53200	472.60
<u>VEN01385</u>	GOLDEN METERS SERVICE				
APBWEST	Check	<u>1016</u>	METER SERVICES	71000.81100.52200	695.00
<u>VEN01500</u>	INLAND WATER WORKS SUPPLY CO.				
APBWEST	Check	<u>S1010219.002</u>	Open PO - Distribution system repair supplies	71000.81100.53200	246.38
		<u>S1010643.001</u>	Open PO - Distribution system repair supplies	71000.81100.53200	361.35
		<u>S1010645.001</u>	Open PO - Distribution system repair supplies	71000.81100.53200	127.02
		<u>S1010640.001</u>	Open PO - Distribution system repair supplies	71000.81100.53200	529.98
<u>VEN03105</u>	NORTHWEST EXCAVATING INC				
APBWEST	Check	<u>G3964</u>	Equipment Rental	71000.81100.53210	2,310.00
		<u>G3963</u>	Equipment Rental	71000.81100.53210	1,640.00
<u>VEN03094</u>	ONWARD ENGINEERING				
APBWEST	Check	<u>4167</u>	FY 2017-18 ENGINEERING DESIGN WATER MAIN	71000.81100.52100	5,272.50
<u>0447</u>	RAYMOND BASIN MANAGEMENT BOARD				
APBWEST	Check	<u>03-18-0006</u>	TITLE 22 MONITORING	71000.81100.52001	180.00
<u>1799</u>	TYLER TECHNOLOGIES INC				
APBWEST	Check	<u>025-218986</u>	FY 17-18 UB INSITE TRANSACTION FEES	71000.32000.52200	997.00
		<u>025-217769</u>	FY 17-18 MON UB ONLINE & WEBSITE COMP	71000.32000.52200	180.00
<u>0158</u>	VULCAN MATERIALS COMPANY				
APBWEST	Check	<u>71776499</u>	ASPHALT COLD MIX	71000.81100.53206	629.52
				<b>Fund 71000 Total:</b>	<b>413,539.21</b>
<b>Fund: 72000 - SEWER</b>					
<u>1799</u>	TYLER TECHNOLOGIES INC				
APBWEST	Check	<u>025-217769</u>	FY 17-18 MON UB ONLINE & WEBSITE COMP	72000.32000.52200	45.00
		<u>025-218986</u>	FY 17-18 UB INSITE TRANSACTION FEES	72000.32000.52200	249.25
				<b>Fund 72000 Total:</b>	<b>294.25</b>
<b>Fund: 77003 - SPECIAL EVENTS</b>					
<u>1662</u>	ARNOLD'S FRONTIER HARDWARE				
APBWEST	Check	<u>084389</u>	HUCK FINN FISHING DERBY	77003.79006.52999	8.75
<u>1455</u>	FIRST TRANSIT INC				
APBWEST	Check	<u>11406148- OCT 2017</u>	FY 17-18 DIAL A RIDE GATEWAY COACH TRANSP	77003.79012.52999	12.30
		<u>11414895- NOV 2017</u>	FY 17-18 DIAL A RIDE GATEWAY COACH TRANSP	77003.79012.52999	11.80
<u>VEN02740</u>	SHAFFER AWARDS				
APBWEST	Check	<u>0004129</u>	MWTR SUPPLIES	77003.79007.52999	28.36
				<b>Fund 77003 Total:</b>	<b>61.21</b>
				<b>Report Total:</b>	<b>511,047.40</b>



Packet: APPKT03983 - LIB050818  
Vendor Set: 01 - Vendor Set 01

Check Date: 05/01/2018

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<b>Fund: 10000 - GENERAL FUND</b>							
<u>VEN02711</u>	AMERICAS PRINTER						
APBWEST	Check			<u>1133458</u>	Various Printing for Library	10000.90000.53102	73.65
<u>0132</u>	BAKER & TAYLOR, INC.						
APBWEST	Check			<u>4012184834</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	13.50
				<u>4012194696</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	33.18
				<u>4012190117</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	32.39
				<u>4012194695</u>	Books & Reference, Processing Fees & Media	10000.90000.53406	687.68
				<u>4012190116</u>	Books & Reference, Processing Fees & Media	10000.90000.53406	684.33
<u>0598</u>	DEMCO, INC.						
APBWEST	Check			<u>6353791</u>	Library Supplies	10000.90000.53100	120.24
<u>0786</u>	OFFICE DEPOT, INC						
APBWEST	Check			<u>118567593001</u>	Office Supplies	10000.90000.53100	10.93
				<u>118566554001</u>	Office Supplies	10000.90000.53100	107.63
				<u>122230106</u>	FURNITURE SUPPLIES	10000.90000.53999	695.33
<u>1578</u>	PETTY CASH FUND-LIBRARY						
APBWEST	Check			<u>INV022489</u>	BOOK FOR LIBRARY	10000.90000.53406	19.98
						<b>Fund 10000 Total:</b>	<b>2,478.84</b>
<b>Fund: 29005 - LIBRARY GRANTS</b>							
<u>VEN03146</u>	FRACTAL FOUNDATION						
APBWEST	Check			<u>377</u>	STEAM PROGRAM	29005.90000.53999	1,000.00
						<b>Fund 29005 Total:</b>	<b>1,000.00</b>
<b>Fund: 39006 - FRIENDS OF THE LIBRARY DONATION FUND</b>							
<u>VEN02711</u>	AMERICAS PRINTER						
APBWEST	Check			<u>1135874</u>	BOOKMARKS	39006.90000.53999	320.02
<u>0132</u>	BAKER & TAYLOR, INC.						
APBWEST	Check			<u>T359610CM</u>	CREDIT ON BOOKS RET	39006.90000.53406	-24.62
				<u>T79118540</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	8.20
				<u>4012184833</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	63.80
				<u>T78798750</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	26.72
<u>0325</u>	PASADENA STAR NEWS						
APBWEST	Check			<u>INV022495</u>	SUBSCRIPTION RENEWAL	39006.90000.53406	351.36
<u>1578</u>	PETTY CASH FUND-LIBRARY						
APBWEST	Check			<u>INV022487</u>	ADULT CRAFT SUPPLIES	39006.90000.53999	19.68
				<u>INV022484</u>	TEEN SNACKS	39006.90000.53999	4.93
				<u>INV022485</u>	TEEN SNACKS	39006.90000.53999	8.68
				<u>INV022486</u>	TEEN SNACKS	39006.90000.53999	19.89
				<u>INV022488</u>	ADULT PROGRAM SUPPLIES	39006.90000.53999	6.56
						<b>Fund 39006 Total:</b>	<b>805.22</b>
						<b>Report Total:</b>	<b>4,284.06</b>



# City of Sierra Madre Agenda Report

*Denise Delmar, Mayor  
John Harabedian, Mayor Pro Tem  
Rachelle Arizmendi, Council Member  
John Capoccia, Council Member  
Gene Goss, Council Member*

*Sue Spears, City Clerk  
Michael Amerio City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Laura M. Aguilar, Assistant City Clerk *LA*

REVIEWED BY: Gabriel Engeland, City Manager *GE*

DATE: May 8, 2018

SUBJECT: CITY COUNCIL LIAISON APPOINTMENTS AND CONSIDERATION OF RESOLUTIONS 18-19, 18-20, 18-21, 18-22 PERTAINING TO APPOINTMENTS OF VOTING DELEGATES TO LEAGUE OF CALIFORNIA CIITES, THE LOS ANGELES COUNTY SANITATION DISTRICT, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, AND CALIFORNIA JOINT POWERS INSURANCE AUTHORITY, RESPECTIVELY

---

## SUMMARY

With liaison appointments the intent of the assignments is to ensure that the City Council can enjoy the reciprocal communication with the respective commissions, committees, and organizations. Similarly, the City Council liaisons actively participate in inter-jurisdictional organizations to ensure the interests of the community are represented in regional public policy discussions.

Traditionally the Mayor makes recommended appointments of City Council members to commissions and organizations. Mayor Delmar has prepared her list of recommended appointments which are attached as "Exhibit 1."

There are several agencies that require Council appoint a voting delegate by resolution. Those agencies, as they pertain to the City of Sierra Madre, are: League of California Cities, the Los Angeles County Sanitation District, San Gabriel Valley Council of Governments, and the California Joint Powers Insurance Authority; draft resolutions are attached and labeled exhibits 2 – 5.

## CITY COUNCIL LIAISON APPOINTMENTS

May 8, 2018

Page 2 of 2

### **STAFF RECOMMENDATION**

Staff recommends that the City Council accept the attached Mayor's designations of City Council Members as liaisons to various commissions, committees, boards, and organizations and approve Resolutions 18-19, 18-20, 18-21, and 18-22 for appointments to the League of California Cities, the Los Angeles County Sanitation District, San Gabriel Valley Council of Governments, and the California Joint Powers Insurance Authority, respectively. All appointments would be effective immediately.

### **ALTERNATIVES**

The City Council may request additional information from the Mayor and provide staff with direction.

### **FINANCIAL REVIEW**

There is no direct financial impact associated with the appointments.

### **PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification process. Copies of this report are available at City Hall, at the Sierra Madre Public Library, and can be accessed on the City's website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com).

#### Attachments:

- Exhibit 1 – Mayor's List of Liaison Appointments
- Exhibit 2 – Resolution 18-19: Appointment of Delegate to League of California Cities
- Exhibit 3 – Resolution 18-20: Appointment of Delegate to Los Angeles County Sanitation Districts
- Exhibit 4 – Resolution 18-21: Appointment of Delegate to San Gabriel Council of Governments
- Exhibit 5 – Resolution 18-22: Appointment of Delegate to the California Joint Powers Insurance Authority

# EXHIBIT 1

## Sierra Madre City Council Liaisons and Voting Delegates

<b>Commission/Committee</b>	<b>17-18 Liaison</b>	<b>17-18 Alternate</b>	<b>18-19 Liaison</b>	<b>18-19 Alternate</b>
Planning Commission 1 <sup>st</sup> & 3 <sup>rd</sup> Thursday, 7:00 PM	Delmar	Capoccia	Capoccia	Delmar
Senior Community Commission 1 <sup>st</sup> Thursday, 3:00 PM	Capoccia	Harabedian	Capoccia	Goss
Community Services Commission 3 <sup>rd</sup> Monday, 6:30 PM	Goss	Arizmendi	Arizmendi	Goss
Energy, Environment, and Natural Resources Commission 3 <sup>rd</sup> Wednesday, 7:00 pm	Arizmendi	Delmar	Harabedian	Delmar
Library Board of Trustees 4 <sup>th</sup> Wednesday, 7 PM	Harabedian	Goss	Goss	Delmar

<b>Ad Hoc Committee/Organization Standing Sub-Committee</b>	<b>17-18 Liaison</b>	<b>17-18 Alternate</b>	<b>18-19 Liaison</b>	<b>18-19 Alternate</b>
Volunteer Fire Department Wednesday (odd months) 7:00 PM	Delmar	Harabedian	Harabedian	Delmar
Chamber of Commerce	Goss	Capoccia	Goss	Delmar
Sierra Madre Elementary School	Harabedian	Goss	Delmar	Capoccia
LA County Sanitation District 4 <sup>th</sup> Wednesday, 1:30 PM	Arizmendi	Delmar	Delmar	Arizmendi
Sierra Madre Police Department	Arizmendi	Goss	Arizmendi	Delmar
Council Water Sub-Committee	Capoccia	Goss	Goss	Capoccia

<b>Associations</b>	<b>17-18 Liaison</b>	<b>17-18 Alternate</b>	<b>18-19 Liaison</b>	<b>18-19 Alternate</b>
San Gabriel Valley COG 3 <sup>rd</sup> Thursday, 6:00 PM	Capoccia	Arizmendi	Capoccia	Arizmendi
Southern California Association of Governments	Delmar	Goss	Harabedian	Goss
League of Calif. Cities 1 <sup>st</sup> Thursday, 6:00 PM	Harabedian	Delmar	Delmar	Arizmendi
Foothill Workforce Investment Board	Arizmendi	Harabedian	Arizmendi	Goss
Calif. Joint Powers Ins. Authority 4 <sup>th</sup> Wed. 5:30 PM	Arizmendi	Capoccia	Goss	Arizmendi
Independent Cities Assoc.	Goss	Harabedian	Goss	Arizmendi
SGV Metro Service Council Appointed 5/23/17. Term To 2020	Harabedian	-	Harabedian	-
SGV Mosquito & Vector Control Appointed 10/11/16. Term to 2021	Capoccia	-	Capoccia	-



# City of Sierra Madre Agenda Report

*Denise Delmar, Mayor*  
*John Harabedian, Mayor Pro Tem*  
*Rachelle Arizmendi, Council Member*  
*John Capoccia, Council Member*  
*Gene Goss, Council Member*

*Sue Spears, City Clerk*  
*Michael Amerio City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Vincent Gonzalez, Planning & Community Preservation Director 

REVIEWED BY: Gabriel L. Engeland, City Manager 

DATE: May 8, 2018

**SUBJECT: CONSULTANT SERVICES AGREEMENT – DAPEER, ROSENBLIT & LITVAK, LLP**

---

## **SUMMARY**

The purpose of this report is to update the Consultant Services Agreement with Dapeer, Rosenblit & Litvak, LLP, to provide code enforcement legal services as code enforcement attorneys and prosecutors as well as for other legal services that may be necessary as identified in the scope of services.

## **STAFF RECOMMENDATION**

Staff recommends that the City Council enter into a Consultant Services Agreement with Dapeer, Rosenblit & Litvak, LLP to provide code enforcement legal services and authorize the City Manager to execute such Agreement in a form acceptable to the City Attorney. This Agreement shall remain in full force and effect until terminated in accordance with the provisions therein.

## **ALTERNATIVES**

1. Enter into a Consultant Services Agreement with Dapeer, Rosenblit & Litvak, LLP to provide code enforcement legal services and authorize the City Manager to execute the Agreement in a form acceptable to the City Attorney.
2. Prepare a request for proposal to solicit bids from other legal firms providing enforcement legal services.

## **FINANCIAL REVIEW**

The City is responsible for the full compensation for Consultant's services provided under this contract. The City shall pay Consultant based on the hourly rate schedule included therein as Exhibit B in the Contract Services Agreement.

## **ANALYSIS**

At the meeting on March 27, 2018, the City Council received a consent item agenda report to enter into a "Consultant Services Agreement" (Agreement) with Dapeer, Rosenblit & Litvak, LLP (Consultant). The Consultant has been under contract to provide code enforcement legal services to the City for the past 23 years and continues to represent the City in matters regarding ongoing litigation. The City desires to retain the services of the Consultant by virtue of its experience, expertise and institutional knowledge of the City provided by its principals and employees.

Council Members Capoccia and Harabedian requested clarification regarding Attachment B – Fee Schedule, to determine if the proposed fees represent an increase from the prior 2009 Supplement to the 1995 Agreement. In response to this question, staff is providing the following table that highlights the services provided and a comparison of hourly rates based on the 2009 Supplement to the Agreement and the fees proposed in the 2018 Fee Schedule. It is important to note that the current Consultant billing rate is based on the 2009 First Supplement to the Agreement.

### **Fee Schedule Comparison**

<u>Service</u>	<u>2009 Rate/Hr.</u>	<u>2018 Rate/Hr.</u>
<u>Criminal Code Enforcement</u>	<u>\$160</u>	<u>\$190</u>
<u>Administrative matters and appeals</u>	<u>\$185</u>	<u>\$235</u>
<u>Civil enforcement and litigation</u>	<u>\$185</u>	<u>\$235</u>
<u>Special Services</u>	<u>\$185</u>	<u>\$235</u>
<u>Para Professional Services</u>	<u>No set rate</u>	<u>\$145</u>

### **Request for Proposal**

As stated in Alternative 2 above, City Council can direct staff to prepare request for proposals to solicit bids from other legal firms providing enforcement legal services; however, staff recommends that this alternative should only be considered at the conclusion of current ongoing litigation.

## **CEQA / ENVIRONMENTAL**

Environmental Review is not applicable to contracts for professional services.

## **PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification process. Notice of the hearing was published consistent with the requirements of Government Code Section 65090 and 65091 including publication of a notice of public hearing in the local adjudicated newspaper. Notice of the hearing was also published on the City's website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com). Copies of this report are available at the City Hall public counter, on the City of Sierra Madre website, and the Sierra Madre Public Library.

### Attachments:

Attachment A – Consultant Services Agreement

Exhibit A – Scope of Services

Exhibit B – Fee Schedule

Attachment B – 2009 Supplement to 1995 Agreement

Attachment C – 1995 Agreement

## CONSULTANT SERVICES AGREEMENT (City of Sierra Madre / Dapeer, Rosenblit Litvak LLP)

### 1. IDENTIFICATION

This Consultant Services Agreement (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”) and Dapeer, Rosenblit Litvak LLP, a Limited Liability Partnership (“Consultant”).

### 2. RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide contract code enforcement legal services as code enforcement attorneys and prosecutors as well as for other legal services as provided herein.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

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

### 3. CONSULTANT’S SERVICES

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit A**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be William Litvak, Partner (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements applicable to this Agreement.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

#### **4. TERM OF AGREEMENT**

This Agreement shall be effective as of May \_\_, 2018 and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 15 hereof.

#### **5. COMPENSATION**

A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit B**.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit B**, unless otherwise agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

#### **6. METHOD OF PAYMENT**

B. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall

itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten (10) business days of receipt of any disputed invoice amounts.

C. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

D. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

## **7. OWNERSHIP OF DOCUMENTS/MAINTENANCE OF RECORDS**

All reports, documents or other written material ("Documents") developed by Consultant in the performance of this Agreement shall be and remain City's property without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of the Documents as desired, but the Documents shall not be the subject of a copyright application by Consultant.

## **8. INDEPENDENT CONTRACTOR**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

## **10. CONFLICTS OF INTEREST**

Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this

Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

## **11. INDEMNIFICATION**

### **A. Indemnities for Third Party Claims.**

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

4) In the event that any claim is based upon the sole negligence or wrongful conduct of the City or its representatives, Consultants shall not be obligated to indemnify or defend the City. In the event that Consultant is made a defendant solely based upon its status as a representative of the City, Consultant may request reimbursement of its legal fees and expenses, which shall not be unreasonably withheld. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

## 12. INSURANCE

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has not employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

### **13. MUTUAL COOPERATION**

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

### **14. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the conclusion of services. Consultant shall, without charge, provide City with access to the records during normal business hours. Consultant may, three years after the conclusion of any matter, destroy the original of such records and Documents and in lieu of physical retention maintain an electronic version. Consultant shall give City sixty (60) days' notice of its intention to destroy any records or Documents and permit City to take possession of them.

### **15. TERMINATION OF AGREEMENT**

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least ten (10) calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant the contracted rate through the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

### **16. FORCE MAJEURE**

Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

## **17. NOTICES**

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:  
Attn: City Manager  
City of Sierra Madre  
232 W. Sierra Madre Blvd.  
Sierra Madre, CA 91024

If to Consultant:  
Dapeer Rosenblit Litvak LLP  
Attn: William Litvak, Partner  
11500 W. Olympic Blvd., Ste. 550  
Los Angeles, CA 90064-1524

With a courtesy copy to:

Teresa L. Highsmith, City Attorney  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd. Suite 850  
Pasadena, CA 91101

## **18. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

## **19. PROHIBITION OF ASSIGNMENT AND DELEGATION**

Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17,

“assignment” and “delegation” means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

## **20. NO THIRD PARTY BENEFICIARIES INTENDED**

This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

## **21. EXHIBITS**

**Exhibits A and B** constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

## **22. ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT**

This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. **THIS AGREEMENT MAY BE MODIFIED ONLY BY A WRITING SIGNED BY BOTH PARTIES.**

## **23. HEADINGS**

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

## **24. WORD USAGE**

Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “INCLUDES” OR “INCLUDING” ARE NOT LIMITING.

## **25. TIME OF THE ESSENCE**

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

## **26. GOVERNING LAW AND CHOICE OF FORUM**

This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Sierra Madre.

**27. ATTORNEYS' FEES**

In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

**28. SEVERABILITY**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

*[SIGNATURE PAGE FOLLOWS]*

The parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Sierra Madre,  
a California municipal corporation

Consultant:

Dapeer Rosenblit Litvak  
A Limited Liability Partnership

By: \_\_\_\_\_

Name: Gabriel Engeland  
Title: City Manager

By: \_\_\_\_\_

Name: William Litvak  
Title: Partner

ATTEST:

By: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Teresa L. Highsmith  
City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

Consultant shall perform code enforcement legal services. The following activities are essential duties, but not limited to:

- Code enforcement – general consulting and enforcement services
- Code enforcement - criminal enforcement and city prosecutor services;
- Administrative services - representation of City, its department and divisions in administrative proceedings, including hearing officer matters, administrative appeals, planning commission and city council proceedings, code review and consultation;
- Code enforcement - special proceedings, including inspection warrants, abatement warrants, receivership and California state code enforcement (e.g. building, fire, plumbing, electrical, mechanical and similar codes).
- Civil litigation and remedies.
- Appellate and mandamus services

**EXHIBIT B  
APPROVED FEE SCHEDULE**

Consultant shall charge the City the following hourly rates for services rendered pursuant to the Scope of Services (Exhibit "A") set forth herein.

<u>Service</u>	<u>Hourly Rate</u>
<u>Criminal Code Enforcement</u>	<u>\$190</u>
<u>Administrative matters and appeals</u>	<u>\$235</u>
<u>Civil enforcement and litigation</u>	<u>\$235</u>
<u>Special Services</u>	<u>\$235</u>
<u>Para Professional Services</u>	<u>\$145</u>

When there is a statutory or other authority that permits the recovery of attorneys' fees and/or costs from third parties, Consultant Attorneys are authorized to request an award of such sums. Consultant attorneys are further authorized to seek reimbursement of such fees and costs at rates allowed by law, which may be higher than the rates set forth above, provided, however, that the City's obligation under this Agreement shall be limited to make payment in accordance with the terms of this Agreement as calculated using the rates set forth in this Exhibit B.

## ATTACHMENT B

### FIRST SUPPLEMENT TO THE AGREEMENT DATED JANUARY 10, 1995, BY AND BETWEEN THE CITY OF SIERRA MADRE AND DAPEER & ROSENBLIT (CURRENTLY DAPEER, ROSENBLIT & LITVAK, LLP) FOR LEGAL SERVICES

Pursuant to Paragraph 10 of the "Agreement" between the City of Sierra Madre and Dapeer & Rosenblit, dated January 10, 1995 (hereinafter the "Agreement"), the Agreement may only be changed upon approval by the City Council and execution of a supplemental Agreement in writing signed by the parties thereto and approved by the City Council.

In accordance with the above stated Paragraph 10, the parties agree to the following changes and modifications:

- (1) The lawfirm name is now designated and described as Dapeer, Rosenblit & Litvak, LLP.
- (2) The description of work in Paragraph 1 is expanded to include utilization of criminal, civil, administrative and injunctive remedies. The firm will serve as City Prosecutors as well as special counsel for assignments approved by the city attorney or city manager.
- (3) The compensation in Paragraph 7 is modified as follows:
  - a) \$160.00 an hour for attorney time relating to general code enforcement services and utilization of the City's criminal remedy, and
  - b) \$185.00 an hour if the Firm provides services in conjunction with any administrative hearing, or in any civil, injunctive, or receivership action, or any appeals.

There are no other modifications to the Agreement.

This first supplement to the Agreement dated January 10, 1995, by and between the City of Sierra of Sierra Madre and Dapeer, Rosenblit & Litvak for legal services, shall become effective September 1, 2009.

ATTEST:

THE CITY OF SIERRA MADRE



City Clerk



City Manager

APPROVED AS TO FORM:

DAPEER, ROSENBLIT  
& LITVAK, L.L.P.



City Attorney

---

Kenneth B. Dapeer  
Managing Partner

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of January, 1995, by and between the City of Sierra Madre, a municipal corporation, 232 W. Sierra Madre Blvd., Sierra Madre, California 91024, hereinafter referred to as "City"; and Dapeer and Rosenblit, a California partnership, hereinafter referred to as "Attorneys":

WITNESSETH

WHEREAS, City desires to engage Attorneys to prosecute violations of City ordinances; and

WHEREAS, the principal members of Attorneys are Attorneys duly licensed under the laws of the State of California and experienced in providing prosecutorial services:

NOW, THEREFORE, the parties hereto agree as follows:

1. Description of Work. City engages Attorneys to serve as City Prosecutor for the City. Attorneys shall investigate and prosecute violations of City ordinances referred to Attorneys. The services shall include reviewing police or other City reports and requests for criminal prosecution, making determinations on whether to file a criminal complaint, preparing and serving complaints, representing City at court hearings, interviewing witnesses, performing necessary legal research in connection with prosecutions, and recommending

changes and amendments to the Sierra Madre Municipal Code to facilitate enforcement and advising department directors and law enforcement personnel on criminal procedures. All recommendations for amendments to the Sierra Madre Municipal Code shall be referred to the City Attorney for review and preparation of any necessary ordinances.

2. Data Furnished Attorneys. All information, data, reports, records and maps as are existing and in the possession of City, and necessary for carrying out the work shall be furnished to Attorneys without charge by City, and City shall cooperate in every reasonable way in the carrying out of the work without delay.

3. Term. The term of this Agreement shall be from January \_\_, 1995 through January \_\_, 1996. The Agreement may be extended for additional one year periods on the same terms and conditions and at such rates as may be agreed to by the parties.

4. Personnel.

A. Attorneys represent that they employ or will employ at their own expense, all personnel required to perform the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All the services required hereunder will be performed by Attorneys, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

5. Commencement and Completion of Work. The execution of the Agreement by the parties hereto does not constitute an authorization to proceed. The services of Attorneys in connection with any prosecution are to commence only when the City Administrator or his designee shall have assigned matters to Attorneys. Attorneys shall have no claim for compensation for services on any work upon which the City does not assign to Attorneys.

6. City Representative. Attorneys shall work closely and cooperate fully with the City and its designated representative. The designated representative shall be the City Administrator or his designee authorized, who shall be the principal officer of City for liaison and shall constantly review and give his or her approval of the details of the work as it progresses.

7. Compensation. City shall pay to Attorneys for services performed by Attorneys hereunder, within thirty (30) days following receipt from Attorneys and approval by the City of original invoices therefor, fees at the rate of \$110.00 per hour for services provided hereunder. Attorneys also shall be reimbursed for all out-of-pocket expenses reasonably and necessarily incurred by Attorneys in connection with the services performed hereunder. Invoices shall be prepared by Attorneys on forms mutually agreed to by the parties hereto in order to facilitate the processing of City payments. Said form shall itemize the number of hours or portions thereof devoted by Attorneys to each matter for each day covered by the statements.

8. Termination for Convenience. The City Council may terminate this Agreement at any time without cause by giving written notice to Attorneys of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided in this Section 8, Attorneys will be paid for all services rendered by Attorneys prior to the date of termination.

9. Termination for Cause.

A. The City Council may, by written notice to Attorneys, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If Attorneys fail to perform the services called for by this Agreement promptly and with due diligence; or called for by this Agreement or so fail to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances do not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

B. In the event City terminates this Agreement in whole or in part as provided in Paragraph A of this Section 9, City may procure from others, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided in Paragraph A of this Section 9, City may require Attorneys to

provide all finished or unfinished documents prepared by Attorneys. Upon such termination, Attorneys shall be paid an amount equal to the contract amount, less the cost of hiring another Attorney to review Attorneys' services rendered in connection with uncompleted matters. In the event no new Attorneys are employed, Attorneys shall be paid an amount equal to the value to City of the work performed by Attorneys, not to exceed the hours expended by Attorneys under this Agreement multiplied by the rates set forth in Section 7. In ascertaining the value of the work up to the date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete complaints, and to other documents delivered to City and to authorized reimbursable expenses.

D. If, after notice of termination of the Agreement under the provisions of this Section 9, it is determined for any reason that Attorneys were not in default or that the default was excusable, then the rights and obligation of the parties shall be the same as if the notice of termination has been issued pursuant to Section 8.

10. Contract Changes. No change in the character, extent, or duration of Attorneys' services shall be made except upon approval by the City Council and execution of a supplemental Agreement in writing between City and Attorneys. The supplemental agreement shall set forth the changes of work, the extensions of time and the adjustments of the fee to be paid by City to Attorneys, if any.

11. RESPONSIBLE ATTORNEYS. Responsible individuals for Attorneys' performance under this Agreement shall be Steven H. Rosenblit and Kenneth B. Dapeer.

12. Indemnity and Insurance.

A. Attorneys agree to indemnify, hold harmless, and defend City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Attorneys' negligent or willful acts, errors or omissions, or those of its employees or agents.

B. Attorneys shall file and maintain on file with City at all times during the term of this Agreement, a copy of or certificate evidencing that Attorneys obtained automobile liability insurance covering all automobiles utilized by Attorneys and each of its employees in providing the services hereunder in an amount of not less than \$300,000.00 aggregate limit. The liability insurance required hereunder shall be written by qualified companies listed A or better in the Best's Insurance Guide and authorized to do business in the State of California. All required certificates shall be filed with and approved by the City Attorney. Such insurance shall not be cancellable without thirty (30) days' prior written notice to the City Administrator of City. The liability policy shall name City, its officers, employees and agents as additional insureds. In addition, Attorneys shall procure and maintain in force a legal malpractice (errors and omissions) policy in an amount of not less than \$500,000.00 per claim and worker's compensation insurance in accordance with Section 3700 of the Labor Code.

13. Independent Contractor. Attorneys shall be independent contractors and shall not incur nor have the power to incur any debt, obligation or liability whatever for or against City.

14. Interests of Attorneys. Attorneys affirm that they presently have no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such interest shall be employed by or associated with Attorneys.

15. Compliance with Law. Attorneys shall comply with all federal, state, and local laws and ordinances applicable to the work and shall perform the work in a manner which accords with the highest level of professional care and ethical responsibility as required by applicable professional standards and rules of conduct.

16. Findings Confidential. All of the reports, information, data, or other documents prepared or assembled by the Attorneys under this Agreement are confidential and Attorneys agree that they shall not be made available to any individual or organization without the prior written approval of the City.

17. Copyright. No report or other document produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Attorneys, and all such documents may be used in any manner by City without providing additional compensation to Attorneys.

18. Assignability. Attorneys shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of City. Claims for money due or to become due to Attorneys from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

21. Notice. Any notice or notices required or permitted to be given pursuant to this contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Dapeer & Rosenblit  
2770 E. Slauson Ave.  
Huntington Park, CA 90255-3099

City of Sierra Madre  
232 W. Sierra Madre Blvd.  
Sierra Madre, CA 91024

22. Oral Modification. This Agreement supersedes all prior proposals, Agreements and understandings between the parties and may not be changed or terminated orally, and no change, termination, or attempted waiver or any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

IN WITNESS WHEREOF, said parties have executed this Agreement the date first hereinabove written.

CITY OF SIERRA MADRE

By: Mary Ann MacGillivray  
MARY ANN MACGILLIVRAY,  
Mayor

ATTEST:

Nancy Sue Shollenberger  
NANCY SHOLLENBERGER  
City Clerk

DAPEER & ROSENBLIT

By: [Signature]

1223A



# City of Sierra Madre Agenda Report

*Denise Delmar, Mayor  
John Harabedian, Mayor Pro Tem  
Rachelle Arizmendi, Council Member  
John Capoccia, Council Member  
Gene Goss, Council Member*

*Sue Spears, City Clerk  
Michael Amerio City Treasurer*

TO: Honorable Mayor and Members of the City Council  
FROM: Gabriel L. Engeland, City Manager   
DATE: May 8, 2018  
SUBJECT: Sale of 20A Credits to Laguna Beach

---

## **SUMMARY**

The City of Laguna Beach City Council has approved the purchase of Rule 20A allocation balance from the City of Sierra Madre for \$0.55 per \$1.00 of allocation credit. Sierra Madre currently has an allocation balance of \$1,142,180. The offer from Laguna Beach is for a total purchase price of \$628,199

## **ANALYSIS**

The California Public Utilities Commission (CPUC) sets policies and procedures for the conversion of overhead power lines and other equipment to underground facilities, commonly referred to as "undergrounding." Rule 20A projects are financed by utility rate money in combination with local funding, most commonly tax proceeds or private funds.

In order to qualify for a Rule 20A project, using rate proceeds, a project must produce a benefit to the general public, not just customers in the affected area, by satisfying one or more of these criteria:

- The location has an unusually heavy concentration of overhead facilities.
- The location is heavily traveled.
- The location qualifies as an arterial or major collector road in a local government's general plan.
- The overhead equipment must be located within or pass through a civic, recreational or scenic area.

Currently Sierra Madre has no plans in place for undergrounding and no locations for undergrounding within the City are being considered for undergrounding. It is unclear at this time if a project in Sierra Madre would qualify for undergrounding with the criteria listed above.

## Sale of 20A Credits to Laguna Beach

May 8, 2018

Page 2 of 2

Sierra Madre has a current Rule 20A Allocation Balance of \$1,142,180 (Attachment A). The City of Laguna Beach has requested to purchase these funds from Sierra Madre at a rate of \$0.55 for each dollar, for a total purchase of \$628,199 (Attachment B).

### **STAFF RECOMMENDATION**

Staff recommends the City Council enter into an MOU with the City of Laguna Beach for the sale of 100% of the current allocation balance (\$1,142,180) of Rule 20A funds to the City of Laguna Beach in the amount of \$628,199, at a rate of \$0.55 per dollar.

### **ALTERNATIVES**

City Council can consider the following alternatives:

1. Direct staff to assess if any projects in Sierra Madre may qualify for “undergrounding” and bring report back to Council for consideration.

### **FINANCIAL REVIEW**

The sale of the Rule 20A funds would provide \$628,199 in new revenue to the City's General Fund within 10 days of the approval of the MOU with the City of Laguna Beach.

### **PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter, at the Sierra Madre Public Library, and can be accessed on the City's website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com).



Dave Seeley  
Project Manager,  
Distribution Project Management  
Rule 20

November 17, 2017

City of Sierra Madre  
Interim Public Works Director  
Chris Cimino  
232 W. Sierra Madre Blvd.  
Sierra Madre, CA 91024

**SUBJECT: City of Sierra Madre 2017 Rule 20A Allocation Balance**

Dear Mr. Cimino:

Southern California Edison (SCE) has filed with the California Public Utilities Commission (CPUC) its annual report of SCE's 2017 budget for capital spending under Tariff Rule 20A, Replacement of Overhead with Underground Electric Facilities. For calendar year 2017, the budget is \$ 26,092,444.

Pursuant to the formula set out in Tariff Rule 20A, the portion of this amount allocated to the City of Sierra Madre is \$49,227.00. Under the tariff, allocations not committed to a qualifying project in one year are carried over to the next year. As of this writing, the City of Sierra Madre's allocation balance is \$1,142,180.00.

CPUC Decision 01-12-009 (Decision) codified the opportunity for local governments to "mortgage" their current year's allocation up to an additional five years in order to be able to undertake a qualifying Rule 20A project sooner than they otherwise could.

In accordance with the Decision, and when requested by you, SCE will meet with you and community residents at least once every six months when projects are in queue, and at least once every other month once a conversion project is underway. The decision requires local government to give notice of the meetings and provide the venue. Please feel free to call me any time to schedule such a community meeting or, if you have any questions about Rule 20A or any other matters affecting our service to you.

Regards,

Dave Seeley  
Distribution Project Manager, Rule 20

cc:

Laura Faro,  
Josh Torres,  
Talisa Lee,

SE Senior Manager, Distribution Project Management  
Government Affairs Representative  
Program Analyst, Distribution Project Management

1444 E. McFadden Ave.  
Santa Ana, CA 92705

Office: 714-285-4389  
E-mail: [Dave.Seeley@sce.com](mailto:Dave.Seeley@sce.com)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of April 17, 2018, by and between the City of Sierra Madre, a municipal corporation with its principal place of business at 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024 ("Sierra Madre") and the City of Laguna Beach, a municipal corporation with its principal place of business at 505 Forest Avenue, Laguna Beach, CA 92651 ("Laguna Beach"). Laguna Beach and Sierra Madre are sometimes individually referred to herein as "Party" and collectively as "Parties."

### RECITALS

- A. Electric utilities collect and annually allocate funds to communities to convert overhead electric facilities to underground electric facilities ("Rule 20A Funds").
- B. Laguna Beach is actively planning one or more projects to underground overhead electric facilities that qualify for the application of Rule 20A Funds ("Projects"), however, Laguna Beach desires to obtain an additional allocation of Rule 20A Funds to finance such Projects.
- C. Southern California Edison ("SCE") currently holds a balance of \$1,142,180 in Rule 20A Funds for the benefit of Sierra Madre ("Sierra Madre Allocation") and Sierra Madre currently has no active projects which can make use of the Sierra Madre Allocation.
- D. Laguna Beach desires to purchase the Sierra Madre Allocation to use in connection with the Projects and Sierra Madre desires to transfer the Sierra Madre Allocation to enable the Rule 20A Funds which have been allocated to Sierra Madre to be used for their intended purpose of undergrounding electric facilities and to derive economic benefit from the Sierra Madre Allocation.

### AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

- 1. Sierra Madre agrees to transfer and assign its rights and interest in the Sierra Madre Allocation to Laguna Beach and Laguna Beach agrees to purchase the Sierra Madre Allocation in accordance with the terms of this MOU. This MOU shall be subject to the approval of the City Council of Sierra Madre and the City Council of Laguna Beach and shall become effective on the date when both such approvals have been obtained (the "Effective Date"). Notwithstanding the foregoing, if this MOU has not become effective as of August 31, 2018, then either Party may terminate this MOU upon five (5) business day's written notice to the other Party.
- 2. Within ten (10) business days of the Effective Date, Laguna Beach shall make a payment to Sierra Madre in the amount of six hundred twenty-eight thousand one hundred ninety nine and 00/100 Dollars (\$628,199) ("Purchase Price"), which is equivalent to \$0.55 per dollar of allocation. The Purchase Price shall be made in immediately available funds via check or wire transfer to an account designated by Sierra Madre. The Purchase Price shall constitute full consideration for the transfer and assignment of the Sierra Madre Allocation.
- 3. Within ten (10) business days of Sierra Madre's receipt of the Purchase Price, Sierra

Madre shall deliver a written request to SCE, with a copy to Laguna Beach, making a formal request to transfer and assign the entire balance of the Rule 20A Funds contained in the Sierra Madre Allocation to and for the benefit of Laguna Beach. Sierra Madre shall cooperate in good faith with Laguna Beach to provide any additional documentation or information that is reasonably requested by SCE to complete the transfer. Laguna Beach acknowledges and agrees that it has conducted its own investigation as to the applicability and transferability of the Sierra Madre Allocation for use in the Projects and that Sierra Madre has not made any representation or warranty to Laguna Beach with respect to same. The actual use of the Sierra Madre Allocation by Laguna Beach shall be subject to the rules and procedures adopted by SCE and such other conditions or requirements as are set forth in the Public Utilities Code. In the event that SCE denies the transfer of Rule 20A credits to the City of Laguna Beach, the City of Sierra Madre will return the Purchase Price in full to the City of Laguna Beach.

4. Laguna Beach shall indemnify, defend and hold harmless Sierra Madre, its elected officials, officers, employees and agents, from any claim, damage or liability arising in connection with the use of Rule 20A Funds from the Sierra Madre Allocation in connection with the construction of the Projects.

5. In the event that either Party is in breach of its obligations as set forth in this MOU, then the non-defaulting Party shall have the right to terminate this Agreement on ten (10) business day's written notice to the defaulting Party unless the default is cured within the notice period. Upon termination for breach, the non-defaulting Party may exercise any right or remedy which it may have under applicable law.

6. All notices to be given pursuant to this MOU shall be delivered in person or by commercial overnight delivery to the address of the Party set forth above and addressed to the "City Manager" of such Party and shall be effective upon receipt. Notice may further be given by electronic means, provided, however, that such notice shall not be deemed effective unless it is acknowledged in writing by the recipient of such notice.

7. This MOU shall be governed and construed in accordance with the laws of the State of California.

8. If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret provisions of this MOU, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party maybe entitled.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

CITY OF SIERRA MADRE

By: \_\_\_\_\_  
Gabriel L. Engeland, City Manager

Attest:

By: \_\_\_\_\_  
Sue Spears, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Teresa Highsmith, City Attorney

CITY OF LAGUNA BEACH

By:   
John Pietig, City Manager

Attest:

By:   
Lisette Chel-Walker, City Clerk

Approved as to form:

By:   
Philip D. Kohn, City Attorney



# City of Sierra Madre Agenda Report

*Denise Delmar, Mayor*  
*John Harabedian, Mayor Pro Tem*  
*Rachelle Arizmendi, Council Member*  
*John Capoccia, Council Member*  
*Gene Goss, Council Member*

*Sue Spears, City Clerk*  
*Michael Amerio City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Gabriel Engeland, City Manager 

DATE: May 8<sup>th</sup>, 2018

SUBJECT: League of California Cities seeks support opposing Tax Fairness, Transparency and Accountability Act of 2018

---

This agenda report was prepared at the direction of Council Member John Capoccia. The information provided in the attachments were created by Bismarck Obando, Director of Public Affairs, League of California Cities. The League of California Cities has asked all of its members, to review the information provided and take a position in opposition to this State ballot measure.

## **SUMMARY**

The League of California Cities along with SEIU California opened a campaign committee this week to OPPOSE the "Tax Fairness, Transparency and Accountability Act of 2018." In summary, the "Tax Fairness, Transparency and Accountability Act of 2018" is currently circulating petitions to qualify for the November ballot. This initiative would drastically limit local revenue authority, while making comparatively minor modifications to State authority. For cities and other local agencies, it applies retroactively and may void some local measures approved by local voters on or after January 1, 2018, but prior to the effective date of this act, that does not comply with the provisions of the act.

This initiative is sponsored by the American Beverage Association, the trade association of soda companies, and the California Business Roundtable, an organization that claims membership from some of the State's largest companies including, Wells Fargo, Albertsons, KB Home, Blackstone Group, Chevron, Farmers Insurance, and Granite Construction, among others

One paragraph among the three pages declares one of the purposes of the measure is to overturn "loopholes" created by *Cannabis Coalition v. City of Upland Chamber of Commerce v. Air Resources Board and Schmeer v. Los Angeles*. This measure, however, has much broader impacts than such fixes.

For more background on the Tax Fairness, Transparency and Accountability Act of 2018 you may view the title and summary and the LAO fiscal impact estimate as attachments to this report.

**LEAGUE OF CALIFORNIA CITIES REQUESTED ACTION:**

This initiative is currently circulating petitions for signatures and has surpassed 25% of the required signatures to qualify for the November ballot. In the meantime, the League of California Cities is asking cities to do the following:

- 1) Adopt a city resolution (draft attached) to demonstrate how harmful this measure would be for our communities and the people of California.
- 2) Mayor or Councilmembers should OPPOSE this measure and fill-out the attached endorsement form.

**STAFF RECOMMENDATION**

Staff is seeking direction from the City Council.

**FINANCIAL REVIEW**

There is no financial impact related to the discussion item.

**PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter, at the Sierra Madre Public Library, and can be accessed on the City's website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com).

Attachment:

## SAMPLE RESOLUTION

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_ OPPOSING THE TAX FAIRNESS, TRANSPARENCY AND ACCOUNTABILITY ACT OF 2018

**WHEREAS**, California's cities, counties and special districts follow strict guidelines and existing state law regarding the establishment of reasonable fees and the required voter approval of all local taxes; and

**WHEREAS**, there is a signature-gathering campaign for a state ballot measure currently sponsored by the California Business Roundtable that would severely harm the ability of local governments to continue to provide quality services by imposing onerous roadblocks to raising local revenue to address community needs, services and infrastructure improvements; and

**WHEREAS**, it is important for local community members, in concert with their duly-elected officials—rather than a special interest group in Sacramento—to determine the services and funding levels appropriate for their own cities; and

**WHEREAS**, the proposed ballot measure would allow businesses to escape from their existing obligations to pay the full cost of services that they request and receive from local agencies and benefit from; and

**WHEREAS**, the proposed ballot measure would then shift the burden of these uncovered costs from business interests to local general funds supported by taxpayers, and thereby reduce general funds available to support police, fire, park, planning, and other community services.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_  
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The City of \_\_\_\_\_ hereby opposes the Tax Fairness, Transparency and Accountability Act of 2018 sponsored by the California Business Roundtable on the grounds that this measure would harm the ability of local communities to adequately fund services; and

SECTION 2. The City Manager is hereby directed to email a copy of this adopted resolution to the League of California Cities at [cityletters@cacities.org](mailto:cityletters@cacities.org)

APPROVED AND ADOPTED by the Council on \_\_\_\_\_, 2018.

# Committee to Protect Our Communities

## Talking Points

The Tax Fairness, Transparency and Accountability Act of 2018 is an initiative sponsored by the American Beverage Association the trade association of soda companies and the California Business Roundtable, an organization that represents some of the largest interest groups in California. This initiative would drastically limit local revenue authority and it applies retroactively and may void local measures approved by local voters on or after January 1, 2018.

- This is a measure drafted by Sacramento corporate special interests to rig the rules in their favor and **take away local control** from California communities.
- This initiative will shift even more of the tax and fee burden onto the average taxpayer and small businesses by making it harder for local communities to make sure big corporations pay their fair share.
- The initiative was drafted to make it harder for local citizens and communities to hold individuals and businesses responsible for costs and fees related to items like pollution, rising health care costs, fire hazards, use of emergency services, and destruction of public property.
- If this measure passes, community issues such as public safety, traffic congestion, and the funding of basic services will be harder to remedy because this initiative allows a small minority to block increased revenue for these priorities.
- This initiative is being pushed by California Business Roundtable -- a Sacramento special interest group that represents some of California's biggest corporations including oil companies, insurance companies, banks, and pharmaceutical companies. Their goal with this initiative is to provide a way for big corporations to evade paying higher taxes and fees while making it harder for communities to maintain funding for local services.
- This initiative is being funded more than 80% by the American Beverage Association. They spent more than \$25 million dollars in 2016 to unsuccessfully oppose local soda tax measures that are combatting childhood obesity and improving the overall health of the communities. Since those measures only requires approval of a majority of voters, they are now using the state initiative process the change the laws so they won't have continue spending money on additional soda tax measures.

Paid for by Committee to Protect Our Communities, Sponsored by Labor and Local Government Organizations. Committee Major Funding from California State Council of Service Employees League of California Cities

## Fact Sheet

- The Tax Fairness, Transparency, and Accountability Act of 2018 would eliminate the current authority of cities and counties to enact a tax for general purposes with approval from a majority of voters, making it harder for communities to maintain adequate levels of services.
- Would now require a 2/3<sup>rd</sup> vote of City Councils or Board of Supervisors to enact many fees. This will make it harder for communities hold businesses and individuals responsible for creating fires hazards, destruction of public property, and use of emergency services.
- Would significantly narrow the legal threshold from “reasonable” to “actual” costs for local governments to apply fees to services, permits, licenses, etc. This will make it more difficult for local governments to ensure that the businesses pay to use services like building inspections by the fire marshal and providing emergency services for industrial sites.
- It would void local tax measures passed in 2018 unless they are approved by 2/3<sup>rds</sup> of voters, even though voters will likely not be aware of that fact. This could make it harder for communities to plan for the future to prevent cuts to public safety and other vital services.
- If passed, it would now require any local tax placed on the ballot to specifically identify how the revenues will be spent with binding and enforceable actions. This could lead to an array of lawsuits preventing cities from collecting the necessary revenue to fund important services.
- Would require all local tax measures to appear only on a regularly scheduled general election ballot unless an emergency is declared with a unanimous vote of the authorizing governing body. This will limit a community’s flexibility to fund solutions to urgent problems.
- While the initiative exempts existing school bond authority votes that require a 55% percent approval, the 2/3<sup>rds</sup> vote requirement for local tax measures will make it harder for local communities raise new revenue to expand after school education programs for students.
- For the first time, this initiative would allow referendums of fees enacted by local legislative bodies. A referendum could qualify with signed petitions of only 5% of affected voters.
- Would also place new limits on the state’s regulatory authority by requiring

Paid for by Committee to Protect Our Communities, Sponsored by Labor and Local Government Organizations. Committee Major Funding from California State Council of Service Employees League of California Cities

administrative actions that result in additional charges to business be approved by the legislature. This will make it more difficult in ensuring major polluters are held accountable for their actions.

- The measure is bankrolled by the American Beverage Association, made up of soda companies. In the 2016, they spent more than \$25 million opposing local soda tax measures that required only a majority vote. They have already spent more than \$3.5 million to qualify this measure in order dissuade cities from attempting new soda taxes.
- The other main sponsor of the initiative is the California Business Roundtable, which is made up of California's largest corporations including oil companies, insurance companies, banks, and pharmaceutical companies. Many of their members are supporting initiative so they can evade paying higher taxes and make it more difficult for local governments to increase funding for services.



January 11, 2018

RECEIVED

JAN 11 2018

Hon. Xavier Becerra  
Attorney General  
1300 I Street, 17<sup>th</sup> Floor  
Sacramento, California 95814

INITIATIVE COORDINATOR  
ATTORNEY GENERAL'S OFFICE

Attention: Ms. Ashley Johansson  
Initiative Coordinator

Dear Attorney General Becerra:

Pursuant to Elections Code Section 9005, we have reviewed the proposed constitutional initiative concerning state and local government taxes and fees (A.G. File No. 17-0050, Amendment No. 1).

## BACKGROUND

### State Government

**Taxes and Fees.** The state levies various taxes to fund over 80 percent of the state budget. The remainder of the budget is funded through various fees and other charges. Examples include: (1) charges for a specific government service or product, such as a driver's license; (2) charges relating to regulatory activities; (3) charges for entering state property, such as a state park; and (4) judicial fines, penalties, and other charges.

**Vote Thresholds for Changing State Taxes and Fees.** Under the State Constitution, state tax increases require approval by two-thirds of each house of the Legislature. The Legislature needs approval by only a majority of each house in order to levy fees and other charges. Voters, on the other hand, can levy state taxes or fees via initiative by a majority vote of the statewide electorate. The Legislature can reduce or change taxes with a majority vote of each house, provided the change does not increase taxes on any taxpayer. If a bill increases a tax on any taxpayer, the bill requires a two-thirds vote of both houses of the Legislature—even if the bill results in an overall state revenue loss.

### Local Governments

**Taxes and Fees.** The largest local government tax is the property tax, followed by local sales taxes, utility taxes, hotel taxes, and other taxes. In addition to these taxes, local governments levy a variety of fees and other charges. Examples include parking meter fees, building permit fees, regulatory fees, and judicial fines and penalties.

Legislative Analyst's Office  
California Legislature  
Mac Taylor • Legislative Analyst  
925 L Street, Suite 1000 • Sacramento CA 95814  
(916) 445-4656 • FAX 324-4281

***Vote Threshold for Changing Local Taxes and Fees.*** In order to increase taxes, the State Constitution generally requires that local governments secure a two-thirds vote of their governing body—for example, a city council or county board of supervisors—as well as approval of the electorate in that local jurisdiction. “General taxes”—that is, taxes levied by cities and counties for any purpose—may be approved by a majority vote of the electorate. On the other hand, “special taxes”—that is, any taxes levied by schools or special districts or taxes levied by cities and counties for specified purposes—require a two-thirds vote of the electorate. Citizen initiatives that increase taxes must secure the same vote of the electorate—majority vote for general taxes and two-thirds vote for special taxes—as those placed on the ballot by local governing bodies.

Fee increases, on the other hand, generally may be approved by a majority vote of the local governing body and do not require voter approval. (Exceptions include certain property-related fees which require voter approval.) Citizen initiatives changing fees must be approved by a majority vote of the electorate.

## PROPOSAL

This measure amends the State Constitution to change the rules for how the state and local governments can impose taxes, fees, and other charges.

### Taxes

***Expands Definition of Tax.*** The measure amends the State Constitution to expand the definition of taxes to include some charges that state and local governments currently treat as nontax levies. As a result, the measure would increase the number of revenue proposals subject to the higher state and local vote requirements for taxes. Specifically, regulatory fees and fees charged for a government service or product would have to more closely approximate the payer’s actual costs in order to remain fees. Certain charges retained by or payable to nongovernmental entities would also be considered taxes under the measure. In addition, certain charges imposed for a benefit or privilege granted the payer but not granted to those not charged would no longer be considered fees.

***Increases Vote Thresholds for Some Local Taxes.*** The measure increases the vote thresholds for increasing some local taxes. Specifically, the measure requires that increases in local general taxes be approved by a two-thirds vote of the electorate whether sought by local governments or by citizen initiative. Any local government tax approved between January 1, 2018 and the effective date of this measure would be nullified unless it complies with the measure’s new vote threshold and other rules described below.

***Allowable Uses of Revenues Must Be Specified in Certain Cases.*** The measure requires tax measures to include a statement of how the revenues can be spent. If the revenue is to be used for general purposes, the law must state that the revenue can be used for “unrestricted general revenue purposes.” These requirements would apply to increases in state and local taxes. In the case of local government taxes, the measure requires that a statement of allowable uses be included in the ballot question presented to voters. Any change to the statement of allowable uses of revenue would have to be passed by (1) a two-thirds majority of both houses of the

Legislature in the case of state taxes, (2) a two-thirds vote of the local governing body and two-thirds vote of the electorate in the case of local government taxes, or (3) a two-thirds vote of the electorate in the case of local citizen initiative taxes.

### **Local Government Fees**

***Increases Vote Thresholds for Certain Local Government Fees.*** The measure requires that increased fees and other charges be approved by either a two-thirds vote of a local governing body in the case of local government fees or a two-thirds vote of the electorate in the case of local citizen initiative fees. The measure also provides that fees and other charges levied by a local governing body may be overturned via referenda. (The measure would not change vote thresholds and rules for developer fees and property assessments imposed on parcels.)

### **Other Provisions**

***State Regulations Containing Tax or Charge Must Be Approved by Legislature.*** Under the measure, state regulations containing increased taxes or fees would not take effect unless the Legislature passes a law approving the regulation. (This requirement would not apply to regulations implementing laws that were already approved by the Legislature.) If the regulation contains a tax, the bill allowing the regulation to remain in place must be passed by a two-thirds majority of both houses of the Legislature. The measure allows emergency regulations to take effect for up to 120 days without approval of the Legislature.

### **FISCAL EFFECTS**

***Reduced State Tax Revenue.*** By increasing the number of revenue measures subject to a two-thirds vote of both houses of the Legislature, the measure makes it harder for the Legislature to increase certain state revenues. The amount of reduced state revenue under the measure would depend on various factors, including future court decisions that could change the number of revenue measures subject to the higher vote requirements. The fiscal effects also would depend on future decisions made by the Legislature. For example, requirements for legislative approval of regulations that increase taxes or fees could result in reduced revenue depending upon future votes of the Legislature. That reduced revenue could be particularly notable for some state programs largely funded by fees. Due to the uncertainty of these factors, we cannot estimate the amount of reduced state revenue but the fiscal effects on state government likely would be minor relative to the size of the state budget.

***Reduced Local Government Tax and Fee Revenue.*** By expanding the definition of taxes and increasing vote thresholds for certain taxes and fees, the measure makes it harder for local governments and initiative proponents to increase local revenues. The amount of reduced local government revenues would also depend on various factors, including the extent to which local governments would substitute developer fees and other majority-vote revenue sources for the revenue sources subject to a higher vote threshold under the measure. Roughly half of recently enacted sales, business, hotel, and utility general tax measures would have failed if the measure's increased vote threshold requirements were in effect, suggesting that the reduction in local tax revenue could be substantial.

**Summary of Fiscal Effects**

- Likely minor decrease in annual state revenues and potentially substantial decrease in annual local revenues, depending upon future actions of the Legislature, local governing bodies, voters, and the courts.

Sincerely,



to Mac Taylor  
Legislative Analyst



for Michael Cohen  
Director of Finance

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

**EXPANDS REQUIREMENT FOR SUPERMAJORITY APPROVAL TO ENACT NEW REVENUE MEASURES. INITIATIVE CONSTITUTIONAL AMENDMENT.** For new revenue measures, broadens definition of state taxes that would require approval by two-thirds supermajority vote of Legislature. For local governments, requires two-thirds approval of electorate to raise new taxes or governing body to raise new fees. Requires that state and local laws enacting new taxes specify how revenues can be spent. Heightens legal threshold for state and local governments to prove that fees passed without two-thirds approval are not taxes. Invalidates local taxes imposed in 2018, unless taxes meet criteria adopted by this measure. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local government: **Likely minor decrease in annual state revenues and potentially substantial decrease in annual local revenues, depending upon future actions of the Legislature, local governing bodies, voters, and the courts.** (17-0050.)



# City of Sierra Madre Agenda Report

*Denise Delmar, Mayor*  
*John Harabedian, Mayor Pro Tem*  
*Rachelle Arizmendi, Council Member*  
*John Capoccia, Council Member*  
*Gene Goss, Council Member*

*Sue Spears City Clerk*  
*Michael Amerio City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Jose Reynoso, Utility Services Director

REVIEWED BY: Gabriel Engeland, City Manager *[Signature]*

DATE: May 8, 2018

SUBJECT: Approve a Sole Source Professional Services Agreement for the purchase and installation of a citywide AMI "smart meter" system

---

## **SUMMARY**

Sierra Madre has been researching the conversion of current meters to AMI "Smart" Meter technology for several years.

On February 12, 2013 Council approved Sensus meter purchases from Aqua Metric as a sole source provider.

Sensus supplies the meter reading/billing system software interface as well as the handheld computers used to read direct read, touch read and radio read meters.

The use of one vendor to provide a complete solution for metering, advanced metering infrastructure (AMI) and billing interface eliminates the possibility of meter reading errors associated with software compatibilities, read fails due to splicing of wires, retrofit equipment, avoids warranty issues with modifying equipment and reduces the amount of inventory.

## **AMI PROJECT BENEFITS**

1. Four Pump Operators reassigned to other water system maintenance duties.
2. City monthly meter reading completed from desk. (Saving 50 man hours per month.)
3. Allows Customers to monitor daily water use in near real time.
4. Improved meter accuracy resulting in lower water loss statistics.
5. Closing/Opening meter reads completed from the office.
6. Eliminates re-reads related to human error and unusual consumption (Saving 30 man hours per month).
7. Provides hourly water usage information, which reduces customer service time related to explaining a disputed bill.

Approve a Sole Source Professional Services Agreement for the purchase and installation of a citywide AMI "Smart Meter" system

May 8, 2018

Page 2 of 3

---

8. Notifies staff and customer of a possible leaks. Will lead to reduced leak adjustments.
9. Eliminates vehicle expense related to reading the meters.
10. Staff will have real-time usage data to assist customers in monitoring high water use.

### **STAFF RECOMMENDATION**

Staff recommends the City Council approve a professional services agreement with Thirkettle Corporation, DBA Aqua Metrics Sales Co. and Sensus USA, Inc. for the purchase and installation of a citywide Sensus Automated Meter Infrastructure (AMI) system, in an amount not to exceed \$947,307.

### **ALTERNATIVES**

1. The City Council may determine that a one year purchase and installation schedule is too aggressive and direct staff to purchase and install meters over a number of years.
2. The City Council may determine to not spend these funds in this manner and prioritize other capital projects ahead of the conversion to AMI "Smart" Meters.

### **FINANCIAL REVIEW**

The total cost of this project as negotiated is \$947,307. Staff intends to include this amount in the fiscal year 2018-2019 CIP budget for the Water Fund. The majority of these funds, \$663,800, will come from the water bond refinancing which Council approved in 2017 and are currently in Water Fund reserves.

In addition, staff anticipates using budgeted, but unexpended CIP funds from the current (2017-18) fiscal year to be in the amount of \$290,000.

### **ANALYSIS**

The City of Sierra Madre has been pursuing an AMI solution for metering since 2005.

In 2005 Staff met with representatives of multiple water meter vendors to hear presentations on the benefits and cost of converting the City's metering system to AMI. Ultimately staff found the advantages of staying with Sensus outweighed all other systems.

In 2008 the City began purchasing Smart Meters in an effort to increase operational efficiency and in anticipation of an AMI solution. These meter are fully AMI capable, currently they are read by either a touch wand, drive-by radio frequency or conventional visual read. To date the City has installed approximately 2000 smart Sensus meters.

On February 12, 2013 Council approved Sensus meter purchases from Aqua Metric as a sole source provider.

---

Approve a Sole Source Professional Services Agreement for the purchase and installation of a citywide AMI "Smart Meter" system

May 8, 2018

Page 3 of 3

---

Sensus supplies the meter reading/billing system software interface as well as the handheld computers used to read direct read, touch read and radio read meters.

The use of one vendor to provide a complete solution for metering, advanced metering infrastructure (AMI) and billing interface eliminates the possibility of meter reading errors associated with software compatibilities, read fails due to splicing of wires, retrofit equipment, avoids warranty issues with modifying equipment and reduces the amount of inventory

At the March 1, 2018 Water Sub-Committee meeting staff was directed to contact Aqua-Metric for AMI system pricing and to bring it to council for consideration.

Staff has reviewed recent complete AMI projects awarded to Aqua-Metric and has secured the following pricing from Aqua-Metric:

Firm	Installation	Web Portal	Equipment	Boxes/Lids	Tax	Cost
2018 Aqua-Metric Pricing						
Aqua-Metric	\$296,810	\$61,708	\$703,068	\$107,607	\$74,924	\$1,244,117

Staff is planning to do the installation in-house reducing the costs to \$947,307.

**CEQA / ENVIRONMENTAL REVIEW**

The proposed project is exempt from CEQA as a replacement or reconstruction project under Section 15302(c) of the Guidelines, "Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity."

**PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter, at the Sierra Madre Public Library, and can be accessed on the City's website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com).