

CITY COUNCIL

MEETING AGENDA PACKET

Tuesday, February 11, 2025
5:30 pm



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

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

**AGENDA
REGULAR MEETING
SIERRA MADRE CITY COUNCIL**

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

Sue Spears, City Treasurer

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

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

CODE OF CONDUCT

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

CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

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

PLEDGE OF ALLEGIANCE AND INSPIRATION

Council Member Garcia

APPROVAL OF MEETING AGENDA

Vote of the City Council to proceed with City business.

COUNCIL OUT FROM CLOSED SESSION

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

APPROVAL FOR READING RESOLUTIONS AND ORDINANCES

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

APPROVAL OF MEETING MINUTES

Approval of January 9, 2025, City Council Special Meeting minutes

Approval of January 21, 2025, City Council Special Meeting minutes.

Approval of January 28, 2025, City Council meeting minutes

MAYOR AND CITY COUNCIL REPORTS

Reporting of Council Members' activities related to City business.

PUBLIC PARTICIPATION CODE OF CONDUCT

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

PUBLIC COMMENT

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

Providing Public Comment For Items on the Meeting Agenda

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Provide Public Comment for Topics not on the Meeting Agenda

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Providing Public Comment

1. Any person wishing to provide public comment is asked to complete a comment card. Each speaker will be limited to up to three continuous minutes, which may not be delegated or deferred.

2. A podium is provided for public comment. Comments addressed to the Council shall occur during the appropriate time on the agenda and should not be construed as an opportunity for dialogue.

PRESENTATIONS

1. **PRESENTATION TO SIERRA MADRE SEARCH AND RESCUE IN RECOGNITION OF THEIR ASSISTANCE TO THE CITY OF SIERRA MADRE AND SURROUNDING COMMUNITY DURING THE EATON WILDFIRE IN JANUARY 2025.**
2. **PRESENTATION IN RECOGNITION OF OUTGOING CITY TREASURER MICHAEL AMERIO FOR HIS DEDICATED SERVICE TO THE CITY OF SIERRA MADRE**

ACTION ITEMS

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

CONSENT

- a) **CONSIDERATION OF RESOLUTION 25-12 APPROVING CERTAIN DEMANDS**
It is recommended that the City Council approve Resolution 25-12 approving payment of City Warrants in the aggregate amount of \$729,023.38, Sierra Madre Library Warrants in the aggregate amount of \$4,803.79, and Payroll Transfer in the aggregate amount of \$536,844.90; for the Fiscal Year ending June 30, 2025.
- b) **CITY TREASURER'S REPORT FOR QUARTER ENDING DECEMBER 31, 2024**
It is recommended that the City Council receive and file the informative report.
- c) **CONSIDERATION OF APPROVING AMENDMENT No. 1 EXTENSION OF SERVICES FOR THE PROFESSIONAL SERVICES AGREEMENT TO TATE, SNYDER, KIMSEY, INC. (TSK) ARCHITECTURE SERVICES FOR THE LIBRARY PROJECT, IN THE AMOUNT NOT TO EXCEED \$901,751, FOR THE REMAINDER OF FISCAL YEARS 2024/25 AND 2025/26**
It is recommended that the City Council approve Amendment No. 1 extending the architecture services to TSK in an amount not to exceed \$901,751.
- d) **CONSIDERATION OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR FIRE MARSHAL, FIRE PLAN REVIEW, FIRE CODE OFFICIAL, AND FIRE INSPECTION SERVICES**
It is recommended that the City Council approve Amendment No. 2 to the professional services agreement with Willdan Engineering for fire marshal, fire plan review, fire code official, fire inspection services, and authorize the City Manager to execute such amendment to the contract in a form acceptable to the City Attorney.

PUBLIC HEARING

1. CONSIDERATION OF FEE SCHEDULE ADJUSTMENTS FOR THE SIERRA MADRE FIRE DEPARTMENT

It is recommended that the City Council open a Public Hearing, receive testimony and consider adoption of fees for the Sierra Madre Fire Department.

DISCUSSION

1. SIGN PLACEMENT IN PUBLIC PARKWAYS

It is recommended that the City Council provide direction.

2. CONSIDERATION OF ORDINANCE 1478 TO DESIGNATE THE CITY MANAGER AS THE DIRECTOR OF EMERGENCY SERVICES

It is recommended that the City Council conduct it's first reading of Ordinance 1478, by title only.

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

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

ACTION ITEMS

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PUBLIC HEARING

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AVAILABILITY OF AGENDA MATERIALS

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LIVE BROADCASTS

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

MEETING ASSISTANCE

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

ADJOURNMENT

The City Council will adjourn to a meeting to take place on February 25, 2025.

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

**Thursday, January 9, 2025
11:40 am**

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

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

Sue Spears, City Treasurer



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CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

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

Mayor Parkhurst called the meeting to order at 11:40 a.m. City Clerk Aguilar called the roll.

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

Absent: None.

Also Present: Jose Reynoso, City Manager
Miguel Hernandez, Assistant City Manager
Aleks Giragosian, City Attorney
Laura Aguilar, Deputy City Manager/City Clerk
James Carlson, Management Analyst
Brent Bartlett, Chief of the Fire Department
Gustavo Barrientos, Chief of Police

PLEDGE OF ALLEGIANCE AND INSPIRATION

Mayor Pro Tem Robert Parkhurst led the Pledge of Allegiance.

APPROVAL OF MEETING AGENDA

Vote of the City Council to proceed with City business.

Council Member Garcia made a motion to amend the agenda.

Council Member Kriebs seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, and Council Members Garcia, Goss, and Kriebs
Noes: None.
Absent: None.
Abstain: None.

The motion to move to approve the agenda as presented was approved by a unanimous voice vote.

APPROVAL FOR READING RESOLUTIONS AND ORDINANCES

Vote of the Council to read all ordinances and resolutions by title only and waive the reading in full.

CONSIDERATION OF RESOLUTION 25-07 PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY CAUSED BY THE EATON FIRE

It is recommended that the City Council adopt Resolution 25-07.

Absent of a vote by the Council, the report was read by City Manager Reynoso, Police Chief Barrientos, Senior Management Analyst Carlson, and Fire Chief Bartlett

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PUBLIC COMMENT ON NON-AGENDA ITEMS

Mayor Parkhurst opened the meeting for public comment on non-agenda items.

Glen Lambdin, 444 Sturtevant Drive: Expressed gratitude to first responders, including Sierra Madre Fire and Police personnel.

Teri Buchanan, 65 W. Grandview: Raised several questions, including whether the City of Sierra Madre has the authority to lift evacuation orders with the Federal Emergency Management Agency (FEMA). She also inquired if decisions are being made with the Palisades Fire in mind, whether Southern California Edison (SCE) is coordinating with fire response efforts, and when evacuation orders, particularly for areas north of Grandview Avenue, will be lifted.

Leila Regan, City Librarian: Announced that the City Library is open.

Ms. Navarro: Expressed gratitude to City management and Council Members.

Seeing no one else come forward, Mayor Parkhurst closed public comment.

REPORT OUT FROM CLOSED SESSION

No Closed Sessions since Council last adjourned their meeting.

PUBLIC HEARING

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MEETING ASSISTANCE

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ADJOURNMENT

The City Council will adjourn this meeting to January 21, 2025.

Mayor Parkhurst made a motion to adjourn the meeting.

Council Member Goss seconded the motion.

The meeting was adjourned at 1:24 p.m. to a special meeting to be held on January 21, 2025.

Robert Parkhurst, Mayor

Minutes taken and prepared by:

Eric Lozick, Administrative Analyst

Minutes edited by

Laura Aguilar, City Clerk

**MINUTES
SPECIAL MEETING
SIERRA MADRE CITY COUNCIL**

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

Sue Spears, City Treasurer

**Thursday, January 21, 2025
5:30 pm**

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



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CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

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

Mayor Parkhurst called the meeting to order at 5:41 p.m. City Clerk Aguilar called the roll.

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

Absent: None.

Also Present: Jose Reynoso, City Manager
Miguel Hernandez, Assistant City Manager
Aleks Giragosian, City Attorney
Laura Aguilar, Deputy City Manager/City Clerk
James Carlson, Senior Management Analyst
Brent, Bartlett, Fire Chief
Gustavo Barrientos, Chief of Police
Clare Lin, Planning Manager
Joshua Wolf, Senior Planner
Arnulfo Yanez, Public Works Director
James Carlson, Senior Management Analyst
Steven McGee, Water Superintendent
Oscar Millan, IT Manager

PLEDGE OF ALLEGIANCE AND INSPIRATION

Mayor Pro Tem Lowe led the Pledge of Allegiance. Mayor Pro Tem Kris Lowe began the meeting with reflections on recent events, including the impact of the Eaton Fire and Martin Luther King Jr. Day. She expressed gratitude to Sierra Madre residents and acknowledged the challenges faced by neighboring cities like Altadena and Pasadena, which have been more severely affected. She highlighted the historical significance of these neighboring cities in advancing desegregation and inclusivity, tying their efforts to the legacy of Dr. Martin Luther King Jr. She offered prayers for their rebuilding efforts and expressed hope that they would maintain the values of inclusivity.

Mayor Pro Tem Lowe then read a poem titled *After the Fire* by Steve Emig, which she found relevant to the community's experience following the fire. The poem vividly depicted the emotional aftermath of a devastating fire, symbolizing loss, resilience, and hope for renewal, embodied by a single green blade of grass that survived the destruction. She emphasized the poem's message of perseverance and rebuilding, encouraging the community to find strength and inspiration to move forward together.

APPROVAL OF MEETING AGENDA

Vote of the City Council to proceed with City business.

City Manager Reynoso asked that agenda be amended to pull the introduction of the new Police Department staff members from the agenda.

Council Member Garcia asked that Consent item (C), with consideration to award consulting services contract for furniture, fixtures, and equipment services for the Library Meaningful Improvement Project to TSK Architects be listed in the amount to not exceed \$25,000.

Council Member Kriebs made a motion to approve the agenda as amended.

Council Member Goss seconded the motion.

Mayor Parkhurst called for a vote of the Council:

| | | |
|----------|--|-------|
| Ayes: | Mayor Parkhurst, Mayor Pro Tem Lowe, and Council Members Garcia, Goss, and Kriebs. | |
| Noes: | None. | None. |
| Absent: | None. | |
| Abstain: | None. | |

The motion to move to approve the agenda as amended was approved by a unanimous voice vote.

COUNCIL REPORT OUT FROM CLOSED SESSION

City Attorney Giragosian reported on the Closed Session meeting, held at 4:30 pm on January 21, 2025.

1. Public Employee Discipline/Dismissal/Release (G.C. 54957). No reportable action.
2. Conference with Legal Counsel Existing Litigation (G.C. 54956.9(d)(1)) prejudice the position of the City in the litigation. Case Name: Project Sierra Madre v. City of Sierra Madre et al. Case No. 24STCP01652. No reportable action.
3. Conference with Legal Counsel; Initiation of Litigation (G.C. 54956.9(d)(4)). Number of cases: 1. No reportable action.
4. Threat to Public Services or Facilities (G.C. 54957). Consultation with: Fire Chief Bartlett and Police Chief Barrientos. Reportable action: Council Member Kriebs recused due to conflict of interest.

APPROVAL FOR READING RESOLUTIONS AND ORDINANCES

Vote of the Council to read all ordinances and resolutions by title only and waive the reading in full.

A motion to approve the reading of resolutions and ordinances was made by Mayor Pro Tem Lowe.

Member Garcia seconded the motion.

Mayor Parkhurst called for a vote of the Council:

| | |
|----------|--|
| Ayes: | Mayor Parkhurst, Mayor Pro Tem Lowe, and Council Members Garcia, Goss, and Kriebs. |
| Noes: | None. |
| Absent: | None. |
| Abstain: | None. |

The motion to approve the reading of all ordinances and resolutions by title only, and waive the reading in full, was passed by a unanimous voice vote.

APPROVAL OF MEETING MINUTES

Approval of the December 10, 2024 City Council meeting minutes.
 Approval of the January 9th, 2025 Special Emergency City Council meeting minutes.

Council Member Garcia asked that the January 9th, 2025 Special Emergency City Council meeting minutes reflect consideration of Resolution 25-07, proclaiming the existence of a local emergency caused by the Eaton Fire.

Council Member Kriebs made a motion to approve minutes as amended.

Council Member Garcia seconded the motion.

Mayor Kriebs called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, and Council Members Garcia, Goss, and Kriebs.
 Noes: None.
 Absent: None.
 Abstain: None.

MAYOR AND CITY COUNCIL REPORTS

Reporting of Council Members' activities related to City business.

Council Member Garcia:

- He attended the Candlelight Walk in December.
- He participated in the ending of the Blessing of the Menorah event, which was well attended, with over 100 participants.
- The Senior Community Commission meeting, scheduled for the Thursday after the fire began (January 9th, 2025), was canceled due to the emergency, so there were no updates from that meeting.
- Council Member Garcia attended multiple incident meetings for the Eaton Fire virtually and visited the YMCA several times during the response efforts.
- He received regular updates from City Manager Reynoso throughout the process but noted the timeline of events and meetings he attended as of December 10, 2024 was complex due to the nature of the emergency.

Council Member Kriebs:

- She attended the Candlelight Walk in December, describing it as an inspiring and community-building event.
- Her focus in recent weeks has been on ensuring the public received timely information, including recirculating updates through Facebook Live, Nixle, and other communication platforms.
- She visited the YMCA multiple times and expressed gratitude for the partnership with the YMCA as well as the efforts of individual citizens who organized relief efforts immediately after the fire. She specifically commended Fred Thomas and Russ Meek for their consistent contributions and dedication.
- Along with Council Member Garcia, she toured the Auburn water tanks and highlighted the city's efforts in maintaining defensible spaces, which helped protect the tanks from fire damage despite active flames being nearby. She praised the city's proactive mitigation measures that safeguarded critical assets.

Council Member Goss:

- While he did not attend the Candlelight Walk, he highlighted the Rose Float, recognizing its impressive display at Kersting Court and during the Rose Parade. He commended the Rose Float Association, its volunteers, and the committee for their excellent work, expressing pride in the community's annual accomplishment.
- He noted the postponement of two meetings due to the Eaton Fire:
 - The Library Project Ad Hoc Committee meeting, originally scheduled for January 13.
 - The Foothill Employment Training Consortium Policy Board meeting, which has yet to be rescheduled.

- Goss attended the Council of Governments (COG) meeting in Monrovia, where:
 - A new third vice president, Michael Allawos, a Council Member from Glendora, was elected. Goss cast his vote in favor, aligning with the majority.
 - A significant policy was passed to create an affiliate program for non-voting agencies, allowing them to participate in committees, policy discussions, and pay dues. Goss supported this initiative.
- He emphasized the City Council's continuous involvement and coordination during the Eaton Fire:
 - All five council members remained in constant communication with each other, the City Manager, and the Mayor throughout the emergency, even during the early hours of the night.
 - Goss acknowledged the importance of stepping back to allow professionals to handle the crisis while supporting them from the background.

He praised the Mayor for his leadership and representation during the events.

Mayor Pro Tem Lowe:

- She participated in the Rose Float decoration, enjoying the experience with her mother-in-law. She noted that volunteers for the float come not only from the local community but also from out of state. She encouraged residents to consider hosting out-of-town volunteers during the holiday season to support their efforts.
- She attended the Candlelight Vigil, highlighting its inclusive and collaborative nature, with many religions represented. She expressed appreciation for the community's participation.
- Lowe praised the volunteers who organized relief efforts at the YMCA following the Eaton Fire. She recognized individuals who devoted significant time to these efforts, including Alana Thomas, Mary Pines, Andromeda Liberata, Heidi Hartman, Matt Fellows, Liz Nuccio (who donated time despite personal losses in Altadena), Casey Clark, Troy High, and Natalie Turco.
- She acknowledged the work of neighboring fire chiefs, Chief Richard Oishi (a Sierra Madre resident) and Chief Tom Devlin, who coordinated with the Sierra Madre Fire Department to respond effectively to the fire. She commended their knowledge of the city and their quick action in fighting the fire.
- Lowe also expressed gratitude to the Sierra Madre Police Department for ensuring a safe and efficient evacuation process, praising their efforts in keeping residents safe.

Mayor Parkhurst:

- Community Events:
 - Attended the Transportation Committee meeting on December 11, where progress was made on refining the city bus schedule. Final approvals are expected in upcoming meetings.
 - Stopped by the Historical Society Christmas gathering, celebrating the group's dedication to preserving the city's history.
 - Participated in the 75th anniversary celebration of Jim Plumbing at the Chamber of Commerce's new offices on December 12.
 - Attended the Sierra Madre Museum open house on December 14, which included carolers, and later joined the Santa parade from the YMCA to the firehouse.

- Fire Response and Support:
 - Expressed gratitude for the overwhelming community and statewide support during the Eaton Fire. He highlighted outreach from Assembly Member Chris Holden, Senator Susan Rubio, Supervisor Kathryn Barger, and Congresswoman Judy Chu, who offered assistance and resources to aid the city's recovery.
 - Recognized the collaborative efforts of neighboring police departments (e.g., Arcadia, Baldwin Park, Monrovia, and others) and fire departments from as far as Arizona, Nevada, and Northern California.
 - Praised city staff and leadership, including Bob Spears for managing the Emergency Operations Center (EOC), library and community services staff for communication efforts, and the fire and police departments for ensuring safety and effective coordination during the fire.
- City Contributions:
 - Commended the YMCA for its ongoing recovery work, including hosting a distribution center for water, food, and supplies. He encouraged donations of nonperishable items, bottled water, and volunteers to support their efforts.
 - Noted City Hall's role in providing water, N-95 masks, and other assistance, as well as the library's provision of emergency services during the fire.
- Other Notable Updates:
 - Shared that First Partner Jennifer Siebel Newsom visited the YMCA on Martin Luther King Jr. Day to highlight recovery efforts and engage with the community.
 - Announced upcoming events, including a craft workshop at the Hart Park Senior Center and opportunities to volunteer for trail repairs led by Bob Spears.
 - Highlighted the importance of donations to the Fletcher Fund to further recovery and community support. (www.sierramadrefoundation.org 501(c)(3) organization – EIN-45-1489623)

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PUBLIC COMMENT

Mayor Parkhurst opened the meeting for public comment.

Jean Richardson, 575 N Hermosa Ave: Jean Richardson, a resident of 575 N. Hermosa, expressed gratitude to the firefighters for saving her home and preventing further damage after the fire at 585 N. Hermosa. She raised concerns about the lack of a time frame for demolishing the burned structure next door, citing safety and health hazards. She suggested the city assist homeowners by coordinating with demolition companies and establishing a reasonable timeline of no more than three months.

Additionally, she proposed the city hold an open forum with experts from institutions like Cal Poly Pomona or UC Riverside to provide guidance on replanting vegetation to prevent soil erosion and mudslides. She emphasized the need for the city to offer support and clear information to help homeowners recover and restore the community. She concluded by thanking the firefighters and police for their efforts.

David Gordon: expressed gratitude to the City Council, staff, and the fire and police departments for their efforts during the recent fire.

As president of the Sierra Madre Playhouse, he announced that programming, which was temporarily canceled, would resume with a Lunar New Year festival. Highlights include:

- A youth program on Saturday featuring a play about Patsy Mink, the first Asian-American congresswoman.
- A screening of the first known Chinese-American feature film from 1916, directed by Marion Wong.
- Performances by the Bob Baker Marionettes, including a lion dance and children's workshop.
- Various cultural events such as a concert by the Asian American New Music Institute, a Philippine folk arts celebration, and a jazz series performance by Eric Ching.

He emphasized the diversity and cultural significance of the upcoming events and invited the community to participate.

Seeing no one else come forward, Mayor Parkhurst closed public comment and brought the matter back to Council for further discussion or a motion.

PRESENTATIONS **EATON FIRE UPDATE**

City Manager Reynoso:

City Manager Jose Reynoso began the Eaton Fire update by expressing gratitude to the City's 100 employees for their extraordinary efforts during the emergency. He specifically thanked individuals and teams, including YMCA staff, communication support personnel, and key members of his executive team, such as Fire Chief Brett Bartlett, Police Chief Barrientos, and other department heads like the Deputy City

Manager, Public Works Director, City Librarian, and Water Superintendent Steven McGee, who ensured hydrants remained pressurized.

Reynoso also acknowledged the contributions of the Community Services team, Finance Department, and dedicated police and fire personnel, highlighting that Sierra Madre's strength lies in its people. He expressed pride in the collective efforts of all involved.

Fire Chief Bartlett:

Chief Bartlett detailed the fire's containment status, noting that 89% has been contained, with 37 structures threatened and 15 destroyed in Sierra Madre. He commended the department's immediate response, including mobilizing nine personnel for 36 continuous hours until additional resources arrived. Mutual aid from nearby agencies, such as Arcadia and Santa Fe Springs, was instrumental in maintaining services and ensuring firefighter safety.

He emphasized community engagement in fire prevention through programs like the Fire Safe Council and Fire Wise Communities, which offer education and potential funding opportunities for mitigation efforts. Chief Bartlett recommended creating a Community Risk Reduction Officer position to improve public education and compliance with fire codes.

During the Q&A, Chief Bartlett discussed the department's use of pre-planning measures, such as red-flag parking restrictions, which provided critical access during the fire. He highlighted the rapid evacuation timeline and addressed the importance of partnerships that ensured resource availability. The council inquired about future prevention strategies, including community involvement in fire-safe initiatives and potential benefits such as insurance rate reductions. Chief Bartlett encouraged residents to contact the fire department for more information on joining these programs.

Police Chief Barrientos:

Chief Barrientos expressed gratitude to the Sierra Madre Police Department, supporting law enforcement agencies, city staff, the fire department, the National Guard, and volunteers for their collective efforts during the fire. He highlighted the police department's pivotal role in evacuating two-thirds of the city north of Sierra Madre Boulevard and their swift activation of the Emergency Operations Center (EOC), which coordinated over 50 officers from neighboring cities to assist in the evacuation.

After the evacuations, the department transitioned to securing evacuated areas through fixed posts and extra patrols to deter criminal activity and ensure property safety. The National Guard supplemented these efforts, and the department maintained maximum deployment until the situation stabilized. The repopulation process was conducted in phases to ensure safety, and the department continued to support recovery efforts, such as aiding the YMCA and ensuring public safety.

During the Q&A, Chief Barrientos emphasized the effectiveness of early evacuations, clear communication through Nixle and Genasys systems, and door-to-door notifications. Council members commended the department for their professionalism and the community's high compliance rate with evacuation orders, which contributed to the overall safety. Discussions included exploring additional emergency communication tools, such as a halo siren, and enhancing existing systems like Nixle and AM 1630. The department's collaboration with external agencies and the community's cooperation were credited as critical factors in the successful response.

Public Works Director Yanez:

Public Works Director Yanez provided updates on the department's efforts in response to the fire, including debris flow mitigation, sandbag distribution, and dam maintenance. He outlined plans for installing K-rails in the northern parts of the city to mitigate mudflows, with 28 K-rails already placed and an additional 25 arriving soon. The city has 3,000 filled sandbags ready for emergency use, with another 10,000 expected shortly. Sandbags and sand are available for residents at the city yard and firehouse.

Yanez highlighted the collaboration with LA County Public Works, the Army Corps of Engineers, and former Public Works Director Chris Cimino to address potential mudflows and debris clearance. He detailed plans to clear debris from the city dam starting January 27, with operations expected to take 2–3 weeks. A traffic route for the debris removal process is being coordinated with law enforcement.

During the Q&A, Yanez and council members discussed:

- **Mudflow Hotline:** Residents can contact LA County’s 24/7 hotline (1-800-933-0930) to request property assessments by county engineers within 48 hours.
- **K-Rails:** Efforts to anchor K-rails securely are underway, though Yanez cautioned that severe pressure from debris could still move them. He urged residents to avoid relying on K-rails for personal safety during mudflows.
- **Resident Safety:** There is a need for public education on what to do during a mudflow. Yanez committed to working with LA County and the fire department to develop or distribute safety guidelines.
- **Evacuation Plans:** The council emphasized the importance of having clear evacuation plans and educating the community about mudflow risks.

The presentation highlighted the department’s proactive measures and collaboration with regional partners to protect the city and residents from mudflow hazards.

Senior Management Analyst Carlson:

Senior Management Analyst James Carlson provided updates on trash services, wildlife activity, and coordination with LA County Public Works regarding flood control and recovery efforts.

- **Trash Services:** Residents and commercial owners are urged to continue using Athens Services. Despite delays in some areas, Athens maintained regular schedules to avoid confusion. Spoiled food bins remain available at Sierra Vista Park, with pickup being closely coordinated.
- **Wildlife Update:** Wildlife behavior after the fire was discussed. Coyotes are expected to behave unpredictably, while larger mammals like deer, bears, and mountain lions are likely to avoid the area for 3–4 weeks before returning in search of food. Resources from the Wildlife Disaster Network and UC Davis Wildlife Team will be shared with residents.
- **Flood Control Coordination:** Carlson attended a watershed meeting and noted that localized flood flow maps for the Eaton Canyon fire area will be available on Friday. These maps will provide critical information for flood phase forecasting (Phase 1, 2, and 3) aligned with readiness protocols (Ready, Set, Go). LA County will issue 72-hour, 48-hour, and 12-hour precipitation notices with forecasts for specific areas of Sierra Madre.
- **Q&A Highlights:**
 - Residents should not feed or provide water to wildlife.
 - The small amount of rain forecasted for the weekend may help identify areas at risk of sliding, providing useful insights for future mitigation.
 - Public Works coordinates private debris cleanup and works with LA County engineers on priority areas.

Carlson emphasized ongoing efforts to manage waste, wildlife, and flood mitigation, as well as the importance of community patience and cooperation during recovery.

Water Superintendent McGee:

Superintendent Steven McGee updated the council on the city’s water system status and efforts following the fire:

- **Water System Preparedness and Response:**
 - Ahead of the wind event, reservoirs were filled to maximum capacity to ensure sufficient water for city needs and fire suppression, even in the event of power loss.
 - Despite the fire's impact, the city's water system maintained pressure and showed no signs of contamination or infrastructure compromise.
 - A "Do Not Drink, Do Not Boil" water advisory was issued on January 14, 2025, for Zone 3 due to the presence of burned structures connected to the city's water system, following state directives.
- **Testing and Monitoring:**
 - The city worked with Water Quality Treatment Solutions (WQTS) to draft and implement a comprehensive monitoring plan focused on assessing potential contamination, particularly for benzene and volatile organic compounds (VOCs).
 - The plan was approved by the State Water Resources Control Board, and sampling began immediately. Testing includes a full VOC panel beyond the required benzene tests.
 - Initial lab results are expected within 5–7 days, with additional bacteriological sampling conducted to ensure safety.
- **Hydraulic System and Redundancy:**
 - The city's three water zones—each served by different reservoirs—operate on a gravity-fed system. Zone 3 relies on the Auburn Reservoir, while Zones 1 and 2 have added redundancy to maintain pressure even if reservoir levels drop.
 - During the fire, staff ran additional pumps (boosters) to sustain pressure, showcasing expertise and system flexibility.
- **Proactive Measures:**
 - Staff took immediate steps to collect water samples from affected areas, including burned structures, even before state directives.
 - The city is committed to transparency and resident safety, ensuring all results are reviewed by both the city and the State Water Resources Control Board.
- **Q&A Highlights:**
 - **Distinction Between Zones:** Residents were informed about the difference between Genasys zones used for evacuation and water zones based on reservoir connections.
 - **VOCs and Fire Contamination:** VOCs can enter water systems through burned materials like PVC pipes and synthetic products if pressure is lost. However, the city maintained consistent pressure throughout the event, minimizing risk.
 - **Timeline for Restoring Water Use:** The city expects to resolve the advisory once test results are reviewed and approved by the state, with no anticipated delays from additional testing.
 - **Emergency Preparedness:** Coordination with the state and robust system design, including strategic pressure valves, ensure water safety during emergencies.

IT Manager Millan:

Oscar Millan, the city's IT Manager, shared his experiences and insights from managing technology during the recent emergency:

1. **Challenges Faced During the Event:**
 - **Power Loss:**
 - The city's Achilles heel during the event was power outages, particularly at the city yard.
 - Batteries typically provide 6–8 hours of backup, but extended outages required quick improvisation, including repurposing equipment from City Hall and utilizing generators.
 - IT staff worked overnight to maintain critical infrastructure, such as water system controls, ensuring continuous operation.

- Technology-Dependent Systems:
 - Systems like the SCADA (Supervisory Control and Data Acquisition) for water management, computer-aided dispatch for fire and police, and communications infrastructure (e.g., radio systems) were vital and required constant monitoring and adjustment.
2. Collaboration and Staff Efforts:
 - Cross-department collaboration was critical, with staff wearing multiple hats to respond to challenges in real time.
 - The teamwork and dedication of all city departments were noted as inspiring and effective.
 3. Infrastructure Successes:
 - Redundancy and Backup Systems:
 - The IT team prepared extensively, deploying resources like satellite internet (Starlink), dual broadband providers (Spectrum and Frontier), 5G hotspots, and battery backups.
 - Despite power fluctuations and outages, IT maintained connectivity and operational continuity throughout the event.
 - Proactive Measures:
 - Batteries were reinforced ahead of the event, allowing for extended uptime of critical systems.
 - A portable Starlink system provided additional redundancy.
 4. Reflection and Future Improvements:
 - Power Resilience:
 - Millan emphasized the need for improved power solutions, such as large-capacity lithium-ion batteries paired with solar panels, to enable days or even weeks of backup power.
 - Existing solar infrastructure (e.g., 110 kW battery at the city yard) could potentially be expanded for greater backup capacity.
 - System Redundancy:
 - IT continues to explore ways to enhance system reliability, including additional power filtration systems to prevent issues from “dirty power” generated during outages.
 - Technology as a Lifesaver:
 - Millan highlighted the critical role of technology in saving lives during the emergency and underscored the importance of continued investment in IT infrastructure.

Q&A Highlights:

1. Improving Power Infrastructure:
 - Councilmembers discussed the potential for solar-powered battery systems to address power issues long-term.
 - Millan noted that while the city currently uses portable batteries and generators, a large-scale investment in solar and battery storage would provide the most robust solution.
2. Lessons from Past Outages:
 - Reflecting on the 2011 outage, the city has made significant upgrades to battery capacity and backup systems. However, further investment is needed to ensure resilience against simultaneous outages at multiple locations.
3. Critical System Sensitivity:
 - IT systems, including SCADA, require clean and stable power. Backup power systems, such as advanced battery filtration devices, are crucial to protect sensitive equipment.

4. SCADA System Access and Continuity:

- The SCADA system is accessible remotely through VPN, enabling offsite monitoring and adjustments. However, all supporting infrastructure (servers, batteries, etc.) must remain operational for the system to function.

5. City Hall Power Resilience:

- City Hall is equipped with a turbine generator tested before the event. It provides reliable backup power without the issues associated with "dirty power."

6. Future Contingency Planning:

- Councilmembers discussed integrating emergency power from sources like Tesla batteries and leveraging solar infrastructure through Clean Power Alliance programs.
- Millan noted that City Hall's solar and battery backup plans are in progress, with a focus on powering critical systems like the EOC, dispatch, and essential offices.

Council recess taken at 8:15 p.m. during the presentation and reconvened at 8:25 p.m. to continue the Eaton Fire Update.

Assistant City Manager Hernandez:

Miguel Hernandez commended staff for their dedication and effectiveness during the emergency. Many employees participated in the Emergency Operations Center (EOC) for the first time and performed exceptionally well.

EOC Operations and Emergency Proclamation Timeline

- The EOC is currently operating at Level 3 (remote), focusing on cost collection for recovery.
- Emergency proclamations must be issued within 10 days of the EOC activation, ratified by the City Council within seven days.
- For this incident, the proclamation was ratified on January 9, beginning a five-day timeline to gather and submit initial damage estimates.

Initial Damage Estimate (IDE)

- Staff compiled costs across several categories:
 - Roads and bridges
 - Water control facilities
 - Public utilities (e.g., water and sewer pipes)
 - Parks and trails
- The IDE team, including members from finance, H.R., planning, and other departments, submitted a \$1.9 million estimate ahead of the January 14 deadline, later moved up to January 13.

Next Steps for Cost Recovery

- A public assistance request has been submitted to FEMA. A call from FEMA is expected within two weeks to begin the audit and review process.
- Ongoing tasks include:
 - Collecting invoices from departments
 - Including costs for protective measures (e.g., police, fire, emergency activities) and debris removal in future estimates.
- Recovery efforts will continue for months, with FEMA and Cal OES providing guidance.

After-Action Reporting

- The city will begin an after-action reporting phase, which involves soliciting feedback and creating a comprehensive event overview. This resource-intensive process will aid future emergency preparedness.
- Hernandez noted that while contracting a third party for after-action reporting may be possible, FEMA reimbursement for such costs is limited to about 5%.

- Overtime for staff working on the after-action reporting is recoverable under FEMA guidelines.

Discussion and Questions

- **Mudflows as a Continuation of the Incident:** There's uncertainty whether mudflows will be classified as part of the same incident or a separate one. Items purchased for mudflow preparation may be partially included in the recovery effort.
- **Staff Workload and Cost Recovery:** Hernandez clarified that overtime costs for staff involved in after-action reporting are recoverable.

Deputy City Manager / Public Information Officer Aguilar:

Deputy City Manager Laura Aguilar: Communication Efforts During the Crisis

Laura Aguilar detailed the city's communication strategy during the emergency, emphasizing the rapid response and teamwork involved to keep residents informed.

Initial Communication and Alerts

- First Nixle alert issued at 1:06 PM on January 7, warning of high winds and red flag restrictions.
- 6:43 PM: Nixle alert about a fire in the Eaton Canyon area.
- 7:23 PM: Evacuation warnings issued for Genasys Zones 1 and 16, within 40 minutes of the fire report.
- 8:08 PM: Expanded evacuation warnings to areas east of Grandview Avenue and north of Grove.
- 9:33 PM: Evacuation orders for Genasys Zones 1, 2, 3, 7, 8, 15, and 16.

Collaboration and Public Assistance

- Aguilar and City Librarian Regan led the communication efforts, with critical support from city departments.
- City Hall and the library served as key hubs, collectively managing over 2,400 phone calls and 600 in-person visits from January 9–15.
- Library provided charging stations and a safe space for displaced residents.

Communication Channels

- Ten Facebook Live videos featuring updates from city officials, including City Manager Reynoso and Fire Chief Bartlett.
- 70 infographics created and shared to disseminate critical information.
- Published updates in Mountain Views News editions on January 11 and 18.
- Distributed FEMA resource packets, flood preparation guides, and N-95 masks to residents.
- Extended City Hall and library hours to provide additional support.
- Challenges with AM 1630 radio station noted due to outdated technology; improvements are being explored.

Support from Neighborhood Watch and Assistance Centers

- Neighborhood Watch captains helped relay information and check on neighbors.
- Staff worked 12-hour shifts at PCC Local Assistance Center, providing critical resources such as DMV services and disaster relief guidance.

Challenges and Future Improvements

- Communication was managed alongside regular duties and emergency response efforts.
- Addressed community feedback about audio quality in early Facebook Live videos and enhanced subsequent videos.
- Proposed improvements include better promotion of official city communication platforms (e.g., social media handles on the website) and expanding outreach through additional platforms like

YouTube.

Key Statistics

- 70 infographics created.
- 10 Facebook Live videos produced.
- Over 2,000 phone calls and 400 visitors at City Hall.
- Library served an additional 400 visitors for resources and charging stations.

Council Discussion

- Council members commended Aguilar and city staff for their exceptional efforts under resource constraints.
- Suggestions included:
 - Hiring additional communication staff to enhance future responses.
 - Improving accessibility by leveraging tools like YouTube and ensuring official communication handles are visible on the city's website.
- Recognized the teamwork across departments, with multiple staff wearing "different hats" to manage the crisis.

Planning Manager, Lin:

Planning Manager Lin provided an update on the Planning Department's role in the ongoing recovery efforts following the fire incident, focusing on structural assessments, debris removal, and coordination with partner agencies.

Structural Damage Assessment

- Completed damage assessments on 60 structures, with:
 - 26 red-tagged structures (15 primary residences and 11 accessory structures).
 - 34 structures categorized as damaged (combination of red- and green-tagged).
- Ongoing efforts to identify additional damaged structures; residents are encouraged to report damage via the city's email at damage.report@sierramadrecity.gov.

Debris Removal and Recovery Coordination

- City is part of a joint task force with federal, state, and county agencies, including:
 - Environmental Protection Agency (EPA).
 - US Army Corps of Engineers.
 - California Office of Emergency Services (CalOES) and Los Angeles County Public Health.
- Recovery involves two key phases:
 - Phase 1: Hazardous material removal by the EPA to ensure safety before other work begins.
 - Phase 2: Fire-damaged debris removal and utility work, managed by the Army Corps of Engineers, including capping/removing damaged service lines.
- Property owners will need to sign a "right of entry" form to allow debris removal; the form is under review by the city attorney.

Federal Support and Local Coordination

- Efforts are being conducted at no cost to residents.
- EPA has established a staging site in Irwindale and is preparing to deploy 40–60 crews for cleanup.
- A public "story map" website and toll-free number will be provided by the EPA to update residents on cleanup progress.

Community Outreach and Challenges

- Coordination with residents who own red-tagged properties remains ongoing.

- Efforts to gather contact information include counter visits, past permit records, and collaboration with other departments.
- EPA and public health agencies will issue guidelines for residents regarding proximity to debris piles and safety measures.

Key Issues Discussed

- Concerns about displaced families and how to prioritize properties for cleanup.
- Lack of personalized communication with all affected property owners so far; only a small number have reached out to the city.
- Potential health hazards from toxic materials (e.g., lead, arsenic, asbestos, VOCs, and lithium-ion batteries).

Council Feedback and Next Steps

- Council emphasized the importance of tailored outreach to affected residents and requested updates on cleanup timelines.
- The Planning Department will remain engaged with partner agencies and provide regular updates to the council and community as new information becomes available.

City Attorney Giragosian:

City Attorney Alek Giragosian provided updates on federal, state, and local orders relevant to the city's response to the fire incident and its aftermath.

Federal Updates

- The Angeles National Forest is closed until the end of the month, with a prohibition on flying drones over the area due to interference risks with firefighting activities. Violators may face civil penalties of up to \$20,000.

State Updates

- Rebuild Process:
 - CEQA (California Environmental Quality Act) requirements have been waived or suspended to fast-track rebuilding and debris removal efforts.
 - Fast-tracked approvals are in place for rebuilding single-family homes and ADUs damaged in the fire.

Emergency Protections:

- Price gouging (inflated prices for goods or contractor services) is illegal during emergencies.
- Unsolicited offers to purchase property below fair market value are prohibited for three months.
- Evictions are restricted, particularly for residents housing individuals displaced by the fire.
- Residents experiencing price gouging, eviction issues, or unsolicited purchase offers are encouraged to contact the California Department of Justice's Disaster Relief Task Force at 1-800-952-5225 or through their website.

Local Updates

- The LA County Public Health order prohibiting the use of leaf blowers remains in effect countywide. Residents are encouraged to report violations to local code enforcement.
- The city declared a local emergency, allowing for three executive orders issued by the City Manager (as Director of Emergency Services). Although the executive orders have expired, the local emergency declaration remains in effect and will be reconsidered at the next city council meeting.

Relevant State and Local Financial Relief

- State relief programs include proposed bills for financial aid, such as \$100 million allocated for small businesses affected by the fire.
- Discussion of additional funding proposals, including \$1 billion for wildfire response and \$1.5 billion for statewide climate resilience, is ongoing in the legislature.

Eviction Moratorium and Insurance Protections

- A moratorium on fire-related insurance cancellations ensures coverage for affected residents.
- Protections also extend to residents hosting displaced individuals, preventing evictions based on occupancy limits during the emergency.

Key Takeaways

- Residents affected by the incident are encouraged to report damages to the city through damage.report@sierramadrea.gov.
- The city continues to monitor legislative developments to ensure access to financial and recovery resources for residents and businesses.

The City Attorney highlighted the coordinated efforts across federal, state, and local agencies to protect residents' rights and facilitate recovery.

ACTION ITEMS

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

CONSENT

The reports were presented by City Clerk Aguilar.

a) **CONSIDERATION OF RESOLUTION 25-01 APPROVING CERTAIN DEMANDS**

It is recommended that the City Council approve Resolution 25-01 approving payment of Ratified City Warrants in the aggregate amount of \$326,921.49; Ratified Sierra Madre Library Warrants in the aggregate amount of \$18,666.94; and Ratified Payroll Transfer in the aggregate amount of \$1,200,510.03; for the fiscal year ending June 30, 2025.

b) **CONSIDERATION OF RESOLUTION 25-02 APPROVING CERTAIN DEMANDS**

It is recommended that the City Council approve Resolution 25-02 approving payment of City Warrants in the aggregate amount of \$840,474.22, Sierra Madre Library Warrants in the aggregate amount of \$295.00, and Payroll Transfer in the aggregate amount of \$575,901.75; for the fiscal year ending June 30, 2025.

c) **CONSIDERATION TO AWARD CONSULTING SERVICES CONTRACT FOR FURNITURE, FIXTURES, AND EQUIPMENT SERVICES FOR THE LIBRARY MEANINGFUL IMPROVEMENT PROJECT TO TSK ARCHITECTS**

It is recommended that the City Council award a Consulting Services Contract to TSK Architects in an amount not to exceed \$25,500.00 to oversee the programming/meetings, selection, quoting, ordering, delivery, installation, and final walk-throughs of furniture, fixtures, and equipment for the Library Meaningful Improvement Project.

d) **CONSIDERATION TO SIGN A LETTER OF SUPPORT FOR THE CITY OF ARCADIA'S APPLICATION FOR THE CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT**

It is recommended that the City Council approve and authorize the City Mayor to sign a letter of support endorsing the City of Arcadia's application for the Caltrans Sustainable Transportation Planning Grant to support their Active Transportation Plan (ATP).

e) **FINAL SUBDIVISION MAP APPROVAL FOR PARCEL MAP NO. 83267, A LOT SUBDIVISION AT 91 E. ORANGE GROVE AVE.**

It is recommended that the City Council review and approve the final subdivision map for Parcel Map No. 83267 and authorize the City Clerk to certify Parcel Map No. 83267.

f) **CONSIDERATION OF RESOLUTION 25-04 AMENDING RESOLUTION 23-21 FOR THE PURPOSE OF EXTENDING THE EXPIRATION DATE OF A CONDITIONALLY APPROVED TENTATIVE PARCEL MAP FOR A CONDOMINIUM PROJECT LOCATED AT 182 SOUTH BALDWIN AVENUE IN SIERRA MADRE**

It is recommended that the City Council adopt Resolution 25-04 approving a twenty- four month time extension of the tentative parcel map approval for Parcel Map No. 83920.

g) **CONSIDERATION RESOLUTION 25-03 TERMINATING THE CITY OF SIERRA MADRE'S PARTICIPATION IN THE MEMORANDUM OF UNDERSTANDING AND WITHDRAWING FROM THE 5-CITIES ALLIANCE REGARDING THE PROPOSED 710 FREEWAY EXTENSION.**

It is recommended that the City Council adopt Resolution 25-03 terminating its participation in the Memorandum of Understanding and withdrawing from the 5-Cities Alliance regarding the proposed 710 freeway extension.

h) **CONSIDERATION OF APPROVING AMENDMENT NO. 1 EXTENSION OF SERVICES FOR THE PROFESSIONAL AGREEMENT FOR LANDSCAPE SERVICES TO MERCHANTS LANDSCAPE SERVICES, INC. IN THE AMOUNT NOT TO EXCEED \$125,100 FOR THE REMAINDER OF FISCAL YEAR 2024/2025**

It is recommended that the City Council approve amendment No. 1 extending landscaping services to Merchants Landscaping Services, Inc. in an amount not to exceed \$125,100 for the remainder of fiscal year 2024/2025

i) **CONSIDERATION OF APPROVING AMENDMENT No. 1 EXTENSION OF SERVICES FOR THE PROFESSIONAL SERVICES AGREEMENT FOR EXTERMINATION SERVICES TO EXTREME PEST CONTROL, IN THE AMOUNT NOT TO EXCEED \$6000 FOR THE REMAINDER OF THE FISCAL YEAR 2024/25.**

It is recommended that the City Council approve amendment No. 1 extending pest control services to Extreme Pest Control in an amount not to exceed \$6,000 for the remainder of the fiscal year 2024/2025

j) **CONSIDERATION OF RESOLUTION NO. 25-08 TO ACQUIRE THE RIGHT-OF- WAY FOR THE OFFSITE IMPROVEMENT OF CARTER AVENUE FROM THE COUNTY OF LOS ANGELES**

It is recommended that the City Council adopt Resolution 25-08 to acquire the right- of-way for the offsite improvement of Carter Avenue from the County of Los Angeles and to determine that the acquisition is exempt from CEQA under 14 CCR 15182(c).

Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened Public Comment.

Seeing no one come forward, Mayor Parkhurst brought the matter back to the City Council for further discussion and/or a motion.

Council Member Goss made a motion to approve Consent Items A-J, as presented.

Council Member Garcia seconded the motion.

Mayor Kriebs called for a vote of the Council

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss, and Kriebs.
 Noes: None.
 Absent: None.
 Abstain: None.

PUBLIC HEARING

1. CONSIDERATION OF RESOLUTION 25-05 AUTHORIZING THE ALLOCATION OF FY 2025-2026 CDBG FUNDS TO CONTINUE THE SENIOR MINOR HOME REHABILITATION PROGRAM

Presented by: Planning Manager Lin

It is recommended that the City Council open a Public Hearing, receive testimony and consider adoption of Resolution 25-05 authorizing the allocation of Fiscal Year 2025-2026 Community Block Grant Funds and prior year's unallocated funds to the Senior Minor Home Rehabilitation Program.

Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened Public Comment to receive testimony.

Seeing no one come forward, Mayor Parkhurst brought the matter back to the City Council for further discussion and/or a motion.

Council Member Kriebs made a motion to introduce for first reading of Resolution 25-05, Authorizing The Allocation of FY 2025-2026 CDBG Funds To Continue The Senior Minor Home Rehabilitation Program.

Mayor Pro Tem Lowe seconded the motion.

Mayor Kriebs called for a vote of the Council

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss, and Kriebs.
 Noes: None.
 Absent: None.
 Abstain: None.

The motion to introduce for first reading of Resolution 25-05, Authorizing The Allocation of FY 2025-2026 CDBG Funds To Continue The Senior Minor Home Rehabilitation Program was approved by unanimous voice vote.

DISCUSSION

1. CITY COUNCIL LIAISON APPOINTMENTS AND CONSIDERATION OF RESOLUTIONS 25-03, 25-04, AND 25-05 RELATING TO APPOINTMENTS TO THE SAN GABRIEL VALLEY

COUNCIL OF GOVERNMENTS, LEAGUE OF CALIFORNIA CITIES, SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS, AND THE LOS ANGELES COUNTY SANITATION DISTRICT

Staff recommends that the City Council approve City Council liaisons and/or voting delegates to serve on various boards, commissions, and associations. It is also recommended that the City Council approve Resolution 25-03 designating a Voting Delegate and Alternate Voting Delegate to the San Gabriel Valley Council of Governments; Resolution 25-04 designating a Voting Delegate and Alternate Voting Delegate to League of California Cities; and Resolution 25-05 designating a Voting Delegate and Alternate Voting Delegate to Southern California Association of Governments.

Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened Public Comment to receive testimony.

Seeing no one come forward, Mayor Parkhurst brought the matter back to the City Council for further discussion and/or a motion.

Council Member Kriebs made a motion to designate Council Member Garcia as the voting delegate for the League of California Cities and to designate Mayor Parkhurst as the primary voting representative for the Los Angeles County Sanitation District, with Mayor Pro Tem Lowe as the backup representative. Additionally, Council Member Kriebs moved to approve Resolutions 20-5-03, 20-5-04, and 20-5-05 to formalize these appointments.

Mayor Pro Tem Lowe seconded the motion.

Council Member Goss called for a vote of the Council.

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss, and Kriebs
 Noes: None.
 Absent: None.
 Abstain: None.

Following this motion, Mayor Pro Tem Lowe made a motion to approve Resolution 25-03, appointing Council Member Goss as the voting delegate for the San Gabriel Valley Council of Governments and Council Member Garcia as the alternate.

The motion was seconded by Council Member Kriebs.

Mayor Pro Tem called for a vote of the Council.

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss, and Kriebs
 Noes: None.
 Absent: None.
 Abstain: None.

2. CONSIDERATION OF RESOLUTION NO. 25-06 ESTABLISHING A LEGISLATIVE ADVOCACY POLICY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE POLICY POSITIONS ON PENDING LEGISLATION OR REGULATION

Staff recommends the City Council consider adoption of Resolution No. 25-06

establishing a legislative advocacy policy and authorizing the City Manager or designee to take policy positions on pending legislation or regulation.

Council Member Kriebs made a motion to continue consideration of Resolution No. 25-06, establishing a legislative advocacy policy and authorizing the City Manager or designee to take policy positions on pending legislation or regulation.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council.

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss, and Kriebs
 Noes: None.
 Absent: None.
 Abstain: None.

FUTURE AGENDA ITEMS

- **Streamlining the Permitting Process for Rebuilding:** Council Member Garcia recommended adding a discussion to streamline the permitting process for destroyed or damaged structures, ensuring applicants with resources ready for rebuilding are prioritized to avoid bottlenecks.
- **Staffing for Permit Processing:** Council Member Kriebs requested an analysis of whether additional staff is needed to process a potential influx of permit applications and whether such staffing costs could be included in the city's recovery costs.
- **Community Risk Reduction Officer:** Council Member Garcia proposed exploring the addition of a Community Risk Reduction Officer position to enhance city preparedness and resident education, following the Fire Department's recommendations.
- **Motorized Bikes and Scooters Safety Regulations:** Council Member Garcia suggested reviewing city codes related to electric motorbikes and scooters, including enforcement of existing state laws, police education, and potential code updates to improve safety for children and the community.

AVAILABILITY OF AGENDA MATERIALS

Materials related to items on this agenda are available for public inspection on the City's website at www.SierraMadreCA.gov

LIVE BROADCASTS

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MEETING ASSISTANCE

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

ADJOURNMENT

The City Council will adjourn this meeting to a Regular meeting on January 28, 2025.

Mayor Parkhurst asked for a motion to adjourn the meeting.

Council Member Goss made a motion to adjourn the Regular meeting to a Regular meeting on January 28, 2025.

Mayor Pro Tem Lowe seconded the motion to adjourn.

The meeting was adjourned at 10:11 p.m. to a Regular meeting to be held on January 28, 2025.

Robert Parkhurst, Mayor

Minutes taken and prepared by:

Eric Lozick, Administrative Analyst

Minutes edited by

Laura Aguilar, City Clerk

**MINUTES
REGULAR MEETING
SIERRA MADRE CITY COUNCIL**

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

Sue Spears, City Treasurer

**Thursday, January 28, 2025
5:30 pm**

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



The Brown Act provides the public with an opportunity to make public comments at any public meeting; As an alternative to attending the meeting in person, public comment may be made by e-mail to PublicComment@SierraMadreCA.gov by 3:00 PM on the day of the meeting. E-mails will be acknowledged at the Council meeting, filed into public record, and scanned onto the City website for public review.

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

CODE OF CONDUCT

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

CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

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

Mayor Parkhurst called the meeting to order at 5:31 p.m. City Clerk Aguilar called the roll.

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

Absent: None.

Also Present: Jose Reynoso, City Manager
Miguel Hernandez, Assistant City Manager
Aleks Giragosian, City Attorney
Laura Aguilar, Deputy City Manager/City Clerk
James Carlson, Senior Management Analyst
Brent, Bartlett, Fire Chief
Joshua Wolf, Senior Planner
Arnulfo Yanez, Public Works Director
James Carlson, Senior Management Analyst
Steven McGee, Water Superintendent
Oscar Millan, IT Manager
Leila Regan, City Librarian
Anthony Rainey, Finance Director
Henry Amos, Police Captain

PLEDGE OF ALLEGIANCE AND INSPIRATION

Council Member Edward Garcia acknowledged the Eaton Fire tragedy and its impact on the community as the Lunar New Year approached. He reflected on the holiday's themes of resilience, renewal, and hope, recognizing its relevance in helping the community heal.

He noted the reopening of schools in Sierra Madre, Pasadena, and Altadena, emphasizing the importance of supporting students and staff as they return to their school communities following recent hardships. He expressed optimism that those who have experienced loss will find solace and strength within their community.

Garcia highlighted the symbolism of the Lunar New Year, noting that just as the seasons change and the moon waxes and wanes, challenges and hardships are followed by renewal and growth. He encouraged the community to come together, commit to acts of service and kindness, and find gratitude in small blessings.

He commended the volunteerism and generosity demonstrated by Sierra Madre residents in response to the tragedy and closed with an optimistic message, seeing the new year as an opportunity for renewal, hope, and unity.

APPROVAL OF MEETING AGENDA

Vote of the City Council to proceed with City business.

Council Member Garcia made a motion to amend Consent Calendar Item (C) – the City of Sierra Madre Annual Comprehensive Financial Report, Auditor's Report, and Associated Financial Reports for Fiscal Year 2023/2024 – by moving it from the Consent Calendar to a Discussion item. Additionally, he moved to defer the approval of the January 21, 2025, City Council Meeting Minutes to the February 11, 2025, Council meeting.

Council Member Goss seconded the motion.

Mayor Parkhurst called for a vote of the Council:

- Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, and Council Members Garcia, Goss, and Kriebs.
- Noes: None.
- Absent: None.
- Abstain: None.

The motion to move to approve the agenda as amended was approved by a unanimous voice vote.

COUNCIL REPORT OUT FROM CLOSED SESSION

No closed Sessions were held between January 21, and 2025 and January 28, 2025.

APPROVAL FOR READING RESOLUTIONS AND ORDINANCES

Vote of the Council to read all ordinances and resolutions by title only and waive the reading in full.

A motion to approve the reading of resolutions and ordinances was made by Council Member Kriebs.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

- Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, and Council Members Garcia, Goss, and Kriebs.
- Noes: None.
- Absent: None.
- Abstain: None.

The motion to approve the reading of all ordinances and resolutions by title only, and waive the reading in full, was passed by a unanimous voice vote.

APPROVAL OF MEETING MINUTES

Approval of the January 21, 2025, City Council Meeting Minutes moved to the February 11, 2025, Council meeting.

MAYOR AND CITY COUNCIL REPORTS

Reporting of Council Members' activities related to City business.

Council Member Goss:

No report.

Council Member Kriebs:

Reported that, in light of a recent executive order, she proactively reached out to several local elected officials to discuss potential impacts on federal funding allocated to Sierra Madre. She contacted Congresswoman Judy Chu, Senator Alex Padilla, Senator Adam Schiff, and State Assembly member John Harabedian to inquire about any concerns regarding federal funds designated for the city, particularly those related to public safety initiatives and FEMA recovery efforts following the Eaton Fire.

Council Member Kriebs received responses from both Assembly member Harabedian and Congresswoman Chu's offices, acknowledging the concerns and indicating that they were addressing the issue. She also noted that a court injunction had been issued, temporarily halting the executive order until the beginning of the following week. Council Member Kriebs emphasized his commitment to ensuring that the city remains informed and prepared concerning the receipt of these critical funds.

Council Member Garcia:

Attended a press conference organized by SoCal Gas and the YMCA of Metropolitan Los Angeles. The event featured notable attendees, including SoCal Gas CEO, Pasadena Mayor Victor Gordo, and Victor Dominguez, President and CEO of the YMCA of Metropolitan Los Angeles. During the event, SoCal Gas announced a \$400,000 donation to support the YMCA's relief efforts. The event highlighted the collaborative efforts of volunteers from both Sierra Madre and SoCal Gas in supporting the community. Council Member Garcia expressed gratitude to the first responders, city staff, volunteers, the YMCA, and SoCal Gas for their contributions to the community's recovery.

Mayor Pro Tem Lowe:

Attended a webinar titled "Green Jobs for LA County," which focused on the evolving landscape of the economy and workforce, particularly in relation to disaster preparedness and recovery. The discussion emphasized the increasing demand for specialized roles in areas such as post-fire cleanup, management of lithium-ion batteries, and adaptation to changing fire behaviors. The webinar highlighted the need to prepare for various types of disasters and the emergence of new job categories to address these challenges.

Additionally, Mayor Pro Tem Lowe attended the memorial service for Eddie Truman, a beloved Sierra Madre resident known for his contributions to the community. The service provided an opportunity for residents, especially those from the canyon area, to come together, share memories, and reflect on experiences, including previous fires and community resilience.

Furthermore, she engaged in discussions with Assembly member John Harabedian regarding the availability of relief funds for private schools in the aftermath of recent disasters. While public schools have applied for FEMA funds and initiated relief efforts, concerns were raised about the 40% of students attending private institutions that may not have access to the same funding. Assembly member Harabedian is investigating potential avenues for these schools to receive assistance, considering their unique status that doesn't align directly with public school or small business funding categories.

Mayor Parkhurst:

He began by discussing Governor Gavin Newsom's visit to Pasadena on January 23, 2025, where he signed two bills totaling \$2.5 billion. Of that amount, \$1.5 billion is allocated for Los Angeles fire relief, while \$1 billion is designated for statewide climate change response initiatives. He noted that the swift passage of these measures reflects the urgency in providing resources to affected communities.

He then announced water billing adjustments for Sierra Madre residents in response to the recent emergency. Residents will receive two separate water bills: one covering the period from December 29, 2024, through January 7, 2025, and another covering January 25 through the end of February 2025. No residents will be billed for water usage during the emergency period of January 8 through January 24, 2025. Additionally, homeowners who lost their homes will not receive any water bills until their properties are rebuilt. These adjustments were initiated by city staff to ease financial burdens on impacted residents.

He also announced the upcoming Fire Safe Council Meeting, scheduled for Monday, February 3, 2025, at 6 p.m. in the council chambers. The Fire Safe Council will focus on reducing fire risks to homes, building community resilience, and potentially improving insurance rates for residents in high-risk areas. While insurance benefits are not guaranteed, the initiative is expected to provide additional protection and preparedness for the community.

Mayor Parkhurst concluded by sharing a message from Nicole Tibbet, Assistant City Manager of San Marino and Director of Programming for the Municipal Management Association of Southern California. She recently attended a meeting in Tampa, where nearly 60 city and county managers from across the country expressed their concern for California communities affected by recent fires. In a show of support, city and county officials from across the United States wrote letters of encouragement to Sierra Madre.

Mayor Parkhurst read several of these letters, highlighting the national solidarity and compassion extended to the community during this challenging time.

PUBLIC PARTICIPATION CODE OF CONDUCT

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

PUBLIC COMMENT

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

Providing Public Comment for Items on the Meeting Agenda

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

Provide Public Comment for Topics not on the Meeting Agenda

Time shall be devoted to provide public comments for items not on the agenda. Under the Brown Act, Council is prohibited from taking action on items not on the agenda, but the matter may be referred to staff or to a subsequent meeting.

Providing Public Comment

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

PUBLIC COMMENT

Mayor Parkhurst opened the meeting for public comment.

Joseph Cain, 2081 Liliano Dr: raised concerns about overgrown vegetation and fire hazards in a small valley on the west side of Liliano Drive and the north end of Stonehouse Road. He noted that the recent fire reached the backyard of a home on Liliano Drive before being stopped and emphasized that the area contains cut wood, leaf piles, overgrown brush, and eucalyptus trees in need of thinning and removal.

He stated that minimal maintenance has been done for years, and the fuel load has increased significantly due to recent heavy rains, posing a heightened wildfire risk. Cain urged the City Council to prioritize wildfire mitigation efforts and sought guidance on addressing this hazard to protect the neighborhood from future fires.

Chris Bohler, 691 Chaparral Rd: a local builder with over 30 years of experience addressed the council regarding the lengthy and complex building permit process. He proposed creating a catalog of pre-approved home designs—specifically tailored for Fire Zone 4—to expedite reconstruction efforts in areas affected by recent fires, such as Altadena, Sierra Madre, and Pasadena. This initiative would allow residents to select from various designs online, significantly

reducing architectural fees and permit processing times. Bohler suggested collaborating with architects willing to contribute their designs for a nominal fee, enabling quicker project commencements post-hazardous material cleanup. He expressed concerns that, without such measures, the rebuilding process could extend over several years due to anticipated bottlenecks in design and permitting. Bohler also inquired about contacting Supervisor Kathryn Barger to discuss this proposal further.

John Cassara, 2085 Kaia Lane: expressed concerns about mudslide risks and the need for K-rail barriers following the recent fire. He stated that he and his neighbors fought the fire themselves using hydrants and successfully saved several homes, despite not seeing fire crews for two days. The area behind his home, which had not burned since 1971, is now completely scorched, creating a significant risk of mudflows.

He requested that the City provide four large K-rail barriers to help protect his property and his neighbor's home from potential debris flow. Cassara noted that LA County Sheriff's deputies visited his property and questioned why Sierra Madre had not yet provided K-rail, given the urgency of the situation. He also stated that LA County officials confirmed that they had provided Sierra Madre with K-rail for fire-impacted areas.

City officials informed Cassara that a public works representative would follow up with him regarding his request. Cassara emphasized that while some homes in other areas had received K-rail, his neighborhood remains at immediate risk, and he urged the City to act quickly to prevent post-fire damage to homes.

Jon Fullinwider: expressed frustration over a lack of communication and support from the city during and after the fire. Despite multiple attempts to contact Public Works, he never received a response, while LA County Public Works informed him that K-rail had been provided to Sierra Madre for distribution.

He emphasized the urgent need for proactive mudslide mitigation to prevent damage, referencing past disasters like the Chantry Flats mudslide. He called for a post-event analysis involving public input to assess the city's emergency response and coordination with other agencies.

In response to a council inquiry, Fullinwider suggested direct emails for specific invitations and continued use of city alerts and sheriff notifications for broader public communication.

Leila Regan, City Librarian: announced the 2025 One Book One City program, featuring *What You Are Looking for Is in the Library* by Michiko Aoyama. She highlighted several upcoming events:

Origami Cats Craft: Available throughout the month at the library.

Community Writing Submission: Residents are invited to submit creative nonfiction or poetry (1,000 words or less) about how the library has impacted them. Submissions are due by Monday, February 3rd, at 8:00 PM. The collected works will be published in a community book, followed by a book signing and reading event.

Sip and Shush Silent Book Club: An opportunity to read quietly in a social setting at T. T. Rogers. Sessions are scheduled for Saturday, February 8th, at 6:30 PM, and Wednesday, February 26th, at 7:00 PM.

Crafted Workshop: Led by Rich Proctor's daughter, this session will teach participants the art of felting, inspired by the book's librarian character.

The World's Strongest Librarian Play: Tentatively planned for Monday, February 24th, at 7:30 PM, at the Sierra Madre Playhouse.

Leila encouraged the community to participate in these events throughout February.

Seeing no one else come forward, Mayor Parkhurst closed public comment and brought the matter back to Council for further discussion or a motion.

PRESENTATIONS

PUBLIC WORKS WATER MAIN UPDATE

Presented by Water Superintendent McGee:

Steven McGee provided an update on the city's water main replacement efforts and shared recent rainfall totals, noting that the city received approximately 0.75 inches of rain at the yard and nearly an inch at the tunnel system.

He thanked the community for their patience during the recent boil water advisory, emphasizing the seriousness of maintaining a reliable water system and commending his staff and City Manager Reynoso for their efforts in resolving the situation.

McGee outlined the city's aging water infrastructure as a primary cause of increasing leaks. Before 2015, the city experienced approximately 50 leaks per year, but that number has since risen to 400 annually due to aging pipes well past their life expectancy. To address this, the city began a focused effort on water main replacements in 2015 and developed a Water Master Plan in 2017, which originally identified 29,000 feet of pipe in need of replacement. To date, over 35,000 feet of mainline has been replaced, surpassing initial projections.

Challenges include rising material and construction costs, reducing the amount of pipe that can be replaced annually. Current projects complete approximately 2,500 feet of pipeline per year, compared to 5,000-6,000 feet in previous years. However, the city's increased budget from \$1.2 million to \$1.5 million in FY 2025-26 will allow for continued replacement efforts.

McGee discussed the importance of updating the Water Master Plan to reassess remaining priority areas and seek additional funding through grants and emergency funds. He confirmed that water loss has decreased from 30% to approximately 12%, despite continued high leak rates, and attributed this to proactive repairs, pipeline replacements, and system monitoring.

Looking ahead, the city will continue prioritizing mainline replacements based on leak data and master plan recommendations, while also exploring opportunities to further expand replacement efforts as funding allows.

ACTION ITEMS

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

CONSENT

The reports were presented by City Clerk Aguilar.

a) CONSIDERATION OF RESOLUTION 25-11 APPROVING CERTAIN DEMANDS

It is recommended that the City Council approve Resolution 25-11 approving payment of City Warrants in the aggregate amount of \$376,041.28, Sierra Madre Library Warrants in the aggregate amount of \$7,723.70, and Payroll Transfer in the aggregate amount of \$620,908.91; for the Fiscal Year ending June 30, 2025.

b) GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON TO CONSTRUCT NEW ANCHORS AT TRACT 2456, ASSESSOR PARCEL NUMBER 5764-025-902, A CITY OWNED PROPERTY LOCATED AT 530 ALTA VISTA DRIVE, SIERRA MADRE, CALIFORNIA

It is recommended that the City Council grant an easement to Southern California Edison at Parcel Number 5764-025-902 to construct, use, maintain, operate, alter, add to, repair, replace, inspect, relocate, and remove at any time and from time to time stub poles, guywires, anchors, and other appurtenant fixtures and/or equipment made for anchorage purposes.

It is recommended that the City Council receive and file the Annual Comprehensive Financial Report for Fiscal Year 2023/2024.

c) **SECOND READING OF ORDINANCE 1476 ADOPTING AN ADMINISTRATIVE REMEDIES PROCEDURE FOR CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS**

It is recommended that the City Council conduct a second reading of Ordinance 1476, by title only, waiving any further reading, and adopt Ordinance 1476.

d) **STATE HOMELAND SECURITY PROGRAM SUB RECIPIENT AGREEMENT FOR GRANT YEAR 2023**

It is recommended that the City Council approve the grant agreement between the City of Sierra Madre and County of Los Angeles for a State Homeland Security Program grant and authorize the City Manager or his designee to execute the agreement and any additional documents related to the grant.

Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened Public Comment.

Seeing no one come forward, Mayor Parkhurst brought the matter back to the City Council for further discussion and/or a motion.

Council Member Goss made a motion to approve Consent Items A-D, as presented.

Council Member Garcia seconded the motion.

Mayor Kriebs called for a vote of the Council

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss, and Kriebs.
 Noes: None.
 Absent: None.
 Abstain: None.

PUBLIC HEARING

1. CONSIDERATION OF RESOLUTION 25-10 APPROVING A CITY PARKING BAIL SCHEDULE TO ESTABLISH OPERATIONAL COSTS ASSOCIATED WITH PARKING ENFORCEMENT, INSTITUTING LATE PAYMENT PENALTY FINES FOR DELINQUENT PAYMENT OF PARKING CITATIONS AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE ANY NECESSARY BUDGETARY AND ACCOUNTING ENTRIES

It is recommended that the City Council open a Public Hearing, receive testimony and consider adoption of Resolution 25-10

Presented by: Henry Amos, Police Captain:

Captain Amos of the Sierra Madre Police Department presented Resolution 25-10, which establishes a structured fee and penalty system for parking violations in compliance with California Vehicle Code Section 40203.5(a). The resolution authorizes cost recovery for parking enforcement operations, institutes late payment penalties, and permits the Finance Director to make necessary budget adjustments.

The parking fine structure consists of three levels:

- Initial fine: Must be paid within 21 days.
- Late fee: After 21 days, a \$25 penalty is added.
- DMV hold: If unpaid, the citation is sent to the DMV, adding a \$15 fee and preventing vehicle registration renewal until the fine is settled.

The fine for standard parking violations, including overnight parking without a permit, is \$100, increasing to \$125 after 21 days and \$140 if sent to the DMV. Fines for violations related to disabled parking spaces and access are \$300, increasing to \$325 after 21 days and \$340 if sent to the DMV.

Council members inquired about the history of the ordinance, which was previously reviewed and approved after adjustments to fine amounts. It was noted that the resolution still listed the former mayor's name, raising a procedural question regarding its signature validity.

Other discussion points included:

- Overnight parking enforcement: Vehicles without a permit are subject to a citation each night they are parked illegally. The annual permit fee is approximately \$115, while temporary permits are about \$6-\$7 per night.
- 72-hour parking rule: Regardless of having an overnight parking permit, vehicles must be moved every 72 hours per California Vehicle Code to allow street sweeping and prevent vehicle abandonment.
- Cost recovery: While the city recovers some costs, the fines do not fully cover parking enforcement expenses, as portions of the revenue go to the court, the state, and the city's parking citation vendor.
- Comparison to other cities: Parking fines in neighboring cities range from \$6 to \$215, with Sierra Madre's proposed fines falling within a similar range.
- DMV hold process: If unpaid, citations are sent to the DMV within 60-90 days after multiple notices to the vehicle owner.

Captain Amos confirmed that officers do not automatically issue 72-hour parking violations, but rather mark vehicles and issue warnings before citing them. Council members emphasized the importance of ensuring proper enforcement and considering potential adjustments in the future.

Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened Public Comment to receive testimony.

Seeing no one come forward, Mayor Parkhurst brought the matter back to the City Council for further discussion and/or a motion.

Mayor Pro Tem Lowe made a motion to adopt Resolution 25-10, approving a city parking bail schedule to establish operational costs associated with parking enforcement, instituting late payment penalty fines for delinquent payment of parking citations and authorize the Finance Director to make any necessary

budgetary and accounting entries.

Council Member Kriebs seconded the motion.

Mayor Parkhurst called for a vote of the Council

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss, and Kriebs.
 Noes: None.
 Absent: None.
 Abstain: None.

The motion to adopt Resolution 25-10, approving a city parking bail schedule to establish operational costs associated with parking enforcement, instituting late payment penalty fines for delinquent payment of parking citations and authorize the Finance Director to make any necessary budgetary and accounting entries was approved by a unanimous voice vote.

DISCUSSION

1. CITY OF SIERRA MADRE ANNUAL COMPREHENSIVE FINANCIAL REPORT, AUDITOR'S REPORT, AND ASSOCIATED FINANCIAL REPORTS FOR FISCAL YEAR 2023/2024.

Presented by: Anthony Rainey, Finance Director:

Finance Director Anthony Rainey presented the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2024, highlighting its role in accountability, decision-making, creditworthiness, and compliance. The report adheres to Generally Accepted Accounting Principles (GAAP) and is audited in accordance with Governmental Accounting Standards Board (GASB) requirements.

Key points discussed included:

- Financial Performance: The city's net position improved by \$5.1 million due to increased revenues (\$37.94M, up by \$5.24M) and decreased expenses (\$31.1M, down from \$34.8M).
- Pension Liabilities: The city's net pension liability decreased from \$5.98M to \$2.2M, attributed to actuarial adjustments and prior pension refinancing efforts.
- Investment Performance: Higher-than-expected returns resulted from temporary investment of ARPA funds and library grant money, but future investment returns are expected to be lower.
- Budgeting Approach: Rainey outlined plans to transition to a modified zero-based budget, prioritizing core expenses while allowing for decision-based adjustments.
- Reserves & Fund Management: The city maintains healthy reserves (~\$4M), with discussions emphasizing their use for one-time expenses rather than ongoing operational costs.

Council members inquired about the impact of grant funding, investment strategies, and financial forecasting. Clarifications were made on enterprise funds (such as water utilities, which operate on set rates) versus general fund-supported services like public safety, where cost recovery through fees is limited. The council acknowledged the importance of reserves for long-term financial stability and the need for prudent fiscal planning.

The council was asked to receive and file the ACFR, auditor's report on internal controls, and SAS 114 letter, formally completing the financial reporting process for FY 2023/24.

Following the Discussion, Mayor Pro Tem made a motion to receive a file the City of Sierra Madre Annual Comprehensive Financial Report, Auditor's Report, and Associated Financial Reports for Fiscal Year

2023/2024.

Council Member Kriebs seconded the motion.

2 CONSIDERATION OF RESOLUTIONS 25-06 ESTABLISHING A LEGISLATIVE ADVOCACY POLICY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE POLICY POSITIONS ON PENDING STATE OR FEDERAL LEGISLATION OR REGULATION

It is recommended that the City Council adopt Resolution 25-06.

Presented by Aleks Giragosian, City Attorney:

The City Council discussed the adoption of a legislative advocacy policy that would establish legislative priorities and authorize the City Manager or designee to take positions on pending state or federal legislation or regulations. The Council considered different models for delegation, including a fully delegated approach, a hybrid model, and maintaining the current process of bringing legislative items directly to the Council for discussion.

After discussion, the City Council decided not to adopt a broad legislative advocacy policy at this time, citing concerns about the complexity, political implications, and potential unintended consequences of taking formal positions on state and federal legislation. Instead, the Council provided direction to staff to draft a revised policy that would allow the City Manager, in consultation with the Mayor, to sign letters of support for grant applications and initiatives from neighboring cities or regional agencies that directly benefit Sierra Madre.

This decision does not preclude the Council from taking official positions on specific legislative matters when deemed necessary, which will continue to be discussed in regular or special meetings as needed.

The City Attorney will return with a revised resolution reflecting the Council's direction.

Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened Public Comment to receive testimony.

Action Taken:

No formal vote was taken. Direction was provided to staff to revise the resolution to reflect the Council's decision.

FUTURE AGENDA ITEMS

1. Post-Fire Incident Town Hall & Assessment

- The Council will consider holding a town hall or postmortem discussion regarding the recent fire incident.
- The meeting would include a review of the city's response, presentations from staff, and community feedback on emergency preparedness.
- The Council may explore renaming evacuation zones instead of numbering them to improve public recall, potentially through a community naming contest.
- The discussion aligns with recommendations from Emergency Planner Bob Spears.

2. Review of Emergency Meeting Protocols

- The Council will consider whether to adjust protocols for calling special or emergency meetings to respond more effectively to urgent matters affecting the city, such as regional partnerships and grant opportunities.

AVAILABILITY OF AGENDA MATERIALS

Materials related to items on this agenda are available for public inspection on the City’s website at www.SierraMadreCA.gov

LIVE BROADCASTS

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MEETING ASSISTANCE

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

ADJOURNMENT

The City Council will adjourn this meeting to a Regular meeting on January 28, 2025.

Mayor Parkhurst asked for a motion to adjourn the meeting.

Council Member Garcia made a motion to adjourn the Regular meeting to a Closed Session meeting.

Council Member Kriebs seconded the motion to adjourn the meeting to a Closed Session meeting.

The meeting was adjourned at 8:23 p.m. to a Closed Session meeting.

Robert Parkhurst, Mayor

Minutes taken and prepared by:

Eric Lozick, Administrative Analyst

Minutes edited by

Laura Aguilar, City Clerk



City of Sierra Madre Agenda Report

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

Sue Spears, City Treasurer

TO: Mayor and City Council
FROM: Anthony Rainey, Finance Director
REVIEWED BY: Jose Reynoso, City Manager
DATE: February 11, 2025
SUBJECT: **APPROVAL OF WARRANTS FOR PAYMENT**

STAFF RECOMMENDATION

Staff recommends the City Council approve payment of the following:

- **Outstanding Obligated City Warrants:** \$729,023.38
- **Outstanding Obligated Sierra Madre Library Warrants:** \$4,803.79
- **Payroll Transfer:** \$536,844.90

ALTERNATIVES

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

SUMMARY

The approval and ratification of warrants for payment by the Sierra Madre City Council is a procedural requirement mandated under the California Government Code (§ 37208) and the Sierra Madre Municipal Code (§ 3.04.010). This process ensures transparency, accountability, and compliance in financial transactions involving public funds. Warrants serve as written authorizations for payments to vendors, contractors, and service providers, ensuring that expenditures align with the City's budgetary allocations and procurement policies. City Council ratification confirms and formally approves payments after a thorough review process, making them officially valid. The Director of Finance has certified that all payments comply with the City's approved budget, financial policies, and authorized spending limits. By ratifying these warrants, the City Council formally authorizes the disbursement of public funds, reinforcing

sound fiscal management practices and maintaining public trust through responsible financial oversight.

ANALYSIS

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

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

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

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

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

1. **Packet:** Refers to a batch of payment transactions processed together, often linked to a specific date or approval cycle.
2. **Vendor Set:** Identifies the category or group of vendors (e.g., utilities, general, or project-specific).
3. **Vendor Number:** A unique identifier assigned to each vendor for tracking and referencing purposes.

4. **Vendor Name:** The name of the individual or organization receiving the payment.
5. **Bank Code:** A code representing the bank account from which the payment is drawn.
6. **Payment Type:** Specifies the method of payment, such as check, electronic funds transfer (EFT), or wire transfer.
7. **Invoice #:** The unique number associated with the vendor's invoice, serving as a reference for the payment.
8. **Invoice Description:** A brief summary of the goods or services rendered, as described on the invoice.
9. **Account Number:** The City's general ledger account charged for the payment, structured as follows:
 - a. **Fund Code:** (e.g., **10000**) Identifies the fund, such as the General Fund.
 - b. **Department Code:** (e.g., **81200**) Indicates the responsible department, such as Public Works.
 - c. **Object Code:** (e.g., **52200**) Specifies the type of expenditure, such as contractual services.
10. **Distribution Amount:** The amount allocated to a specific account, showing how the payment is distributed across budget line items.

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

CONSISTENCY WITH GENERAL PLAN

Not applicable.

FINANCIAL REVIEW/SOURCE OF FUNDING

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

ENVIRONMENTAL (CEQA)

Not applicable.

PUBLIC NOTICE PROCESS

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

Attachments

Resolution 25-12

RESOLUTION NUMBER 25-12

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sierra Madre does hereby approve payment of City Warrants in the aggregate amount of \$729,023.38; Sierra Madre Library Warrants in the aggregate amount of \$4,803.79; and Payroll Transfer in the aggregate amount of \$536,844.90 for the fiscal year ending June 30, 2025

APPROVED AND ADOPTED this 11th day of February 2025.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 25-12 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 11th day of February 2025.

AYES:

NOES:

ABSTAIN:

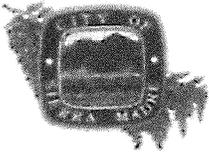
ABSENT:

City Clerk, City of Sierra Madre, California

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

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

| | |
|-------------------------------------|--------------|
| City of Sierra Madre Warrants | \$729,023.38 |
| Sierra Madre Library Warrants..... | \$4,803.79 |
| Payroll Transfer..... | \$536,844.90 |



Packet: APPKT07864 - GEN 2/11/25

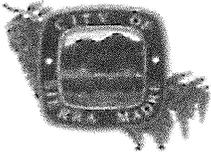
Check Date: 02/05/2025

Vendor Set: 01 - Vendor Set 01

| Vendor Number | Vendor Name | | | | Vendor Total |
|-----------------|-------------------------------------|------------------------|--|-------------------|---------------------|
| Bank Code | Payment Type | Invoice # | Invoice Description | Account Number | Distribution Amount |
| <u>VEN03454</u> | AMAZON CAPITAL SERVICES | | | | 9,941.19 |
| APBWEST | Check | <u>1149-77Y1-7MJF</u> | BPO - IT SUPPLIES | 60003.30000.53103 | 637.79 |
| | | <u>1113-DKTO-YF7T</u> | BPO - IT SUPPLIES | 60003.30000.53103 | 2,041.83 |
| | | <u>1C7C-7LRD-7MC3</u> | BPO - IT SUPPLIES | 60003.30000.53103 | 348.17 |
| | | <u>1F9G-TXFD-9MLJJ</u> | BPO - IT SUPPLIES | 60003.30000.53801 | 6,346.12 |
| | | <u>1QMM-DCMR-7446</u> | 1QMM-DCMR-7446 1/6/25 - 1/19/25 | 10000.61000.52302 | 20.47 |
| | | <u>1WVG-PLR9-9L4G</u> | MISC SUPPLIES 1/6/25 - 1/19/25 | 37006.72000.53999 | 108.89 |
| | | <u>1XYT-4MT1-6PDJ</u> | BPO - IT SUPPLIES | 60003.30000.53103 | 437.92 |
| <u>1550</u> | ARCADIA SMOG TEST ONLY INC | | | | 60.00 |
| APBWEST | Check | <u>43864</u> | SMOG TEST/ DODGE 2015 | 60000.83100.53208 | 60.00 |
| <u>VEN04026</u> | ARCADIA TIRES | | | | 174.26 |
| APBWEST | Check | <u>INV039919</u> | VEHICLE MAINT/#5111 | 60000.83100.53208 | 174.26 |
| <u>1552</u> | ARNOLD'S FRONTIER HARDWARE - Fire | | | | 24.59 |
| APBWEST | Check | <u>114626</u> | MISC. SUPPLIES | 10000.61000.53204 | 15.41 |
| | | <u>114669</u> | MISC. SUPPLIES | 10000.61000.53204 | 5.87 |
| | | <u>114721</u> | MISC. SUPPLIES | 10000.61000.53204 | 3.31 |
| <u>0122</u> | ARNOLD'S FRONTIER HARDWARE - PW | | | | 262.81 |
| APBWEST | Check | <u>114500</u> | FY 24/25 MAINTENANCE SUPPLIES | 60001.83200.53200 | 7.59 |
| | | <u>114546</u> | FY 24/25 MAINTENANCE SUPPLIES | 60002.30000.53999 | 24.44 |
| | | <u>114579</u> | FY 24/25 MAINTENANCE SUPPLIES | 60001.83200.53200 | 8.76 |
| | | <u>114581</u> | FY 24/25 MAINTENANCE SUPPLIES | 60001.83200.53200 | 23.52 |
| | | <u>114591</u> | FY 24/25 MAINTENANCE SUPPLIES | 60001.83200.53200 | 14.53 |
| | | <u>114606</u> | FY 24/25 WATER DEPARTMENT SUPPLIES | 71000.81100.53200 | 27.55 |
| | | <u>114609</u> | FY 24/25 WATER DEPARTMENT SUPPLIES | 71000.81100.53200 | 72.73 |
| | | <u>114643</u> | FY 24/25 MAINTENANCE SUPPLIES | 60001.83200.53200 | 17.60 |
| | | <u>114653</u> | FY 24/25 MAINTENANCE SUPPLIES | 60001.83200.53200 | 66.09 |
| <u>VEN02212</u> | BLACK & WHITE EMERGENCY VEHICLES | | | | 263.57 |
| APBWEST | Check | <u>5741</u> | 2100TR REPLACEMENT LIGHT | 10000.50000.52302 | 263.57 |
| <u>VEN01658</u> | BRENT BARTLETT | | | | 598.95 |
| APBWEST | Check | <u>INV039920</u> | TRAVEL REIMB: LEAGUE OF CAL CITIES - BRENT | 10000.61000.52205 | 598.95 |
| <u>VEN03070</u> | BROWN BROTHERS BACKFLOW TESTING INC | | | | 1,540.00 |
| APBWEST | Check | <u>7230</u> | BACKFLOW TEST 12/12/24 | 71000.81100.52200 | 1,540.00 |
| <u>1727</u> | CHRIS CIMINO | | | | 714.40 |
| APBWEST | Check | <u>MAR2025</u> | MAR 2025 RETIREE HEALTH INSURANCE | 60007.70100.51302 | 714.40 |
| <u>VEN04233</u> | COMMLINE INC | | | | 297.83 |
| APBWEST | Check | <u>0481620-IN</u> | POLY PTT HEADSET ADAPTER | 10000.50000.53301 | 297.83 |
| <u>1167</u> | COMMUNITY MEDIA OF THE FOOTHILLS | | | | 12,735.80 |
| APBWEST | Check | <u>691</u> | FY 24/25 TELECAST OF CITY MEETINGS OCT 202 | 60003.30000.52100 | 2,547.16 |
| | | <u>693</u> | FY 24/25 TELECAST OF CITY MEETINGS NOV 202 | 60003.30000.52100 | 2,547.16 |
| | | <u>697</u> | FY 24/25 TELECAST OF CITY MEETINGS DEC 202 | 60003.30000.52100 | 2,547.16 |
| | | <u>699</u> | FY 24/25 TELECAST OF CITY MEETINGS JAN 202 | 60003.30000.52100 | 2,547.16 |
| | | <u>700</u> | FY 24/25 SIERRA MADRE PRODUCTION SERVICE | 60003.30000.52100 | 2,547.16 |
| <u>0841</u> | DAPEER, ROSENBLIT & LITVAK,LLP | | | | 70.50 |
| APBWEST | Check | <u>23993</u> | MUNICODE ENFORC. 12/11/24 - 12/31/24 | 60002.30000.52100 | 70.50 |
| <u>VEN03180</u> | DICKS AUTO SUPPLY | | | | 317.88 |
| APBWEST | Check | <u>227476</u> | FY 24/25 AUTO PARTS | 60000.83100.53208 | 185.00 |
| | | <u>227905</u> | FY 24/25 AUTO PARTS | 60000.83100.53208 | 132.88 |
| <u>VEN03198</u> | EDWARD DELCOURSE | | | | 607.24 |
| APBWEST | Check | <u>MAR2025</u> | MAR 2025 RETIREE HEALTH INSURANCE | 60007.70100.51302 | 607.24 |
| <u>VEN04433</u> | EKOS INC | | | | 2,928.00 |
| APBWEST | Check | <u>220003</u> | EKOS - CELLULAR MODEM - FOR CITY YARD FUEL | 60001.83200.52301 | 2,928.00 |
| <u>VEN04458</u> | FRESH GRILL LLC | | | | 3,442.50 |
| APBWEST | Check | <u>S1274937</u> | ADMIN LUNCHES | 28009.33000.53999 | 3,442.50 |
| <u>0567</u> | GENERAL PUMP COMPANY | | | | 8,889.65 |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Vendor Total |
|-----------------|--------------|---------------------------------------|-------------------------|--|---------------------|
| Bank Code | Payment Type | | | | Distribution Amount |
| | APBWEST | Check | <u>32055</u> | OIL CHANGE AND SERVICE FOR ALL WELLS & BO 71000.81100.53212 | 8,889.65 |
| <u>1639</u> | | GMS ELEVATOR SERVICES INC | | | 100.00 |
| | APBWEST | Check | <u>123340</u> | MONTHLY SERVICE | 100.00 |
| <u>0814</u> | | HDL, COREN & CONE | | | 2,578.37 |
| | APBWEST | Check | <u>SIN047043</u> | JAN - MAR 2025 PROF. SRVCS/PROPERTY TAX | 2,578.37 |
| <u>1044</u> | | JESSE TORIBIO | | | 357.20 |
| | APBWEST | Check | <u>MAR2025</u> | MARCH 2025 RETIREE HEALTH INSURANCE | 357.20 |
| <u>1185</u> | | KEYSTONE UNIFORM | | | 694.69 |
| | APBWEST | Check | <u>070852</u> | UNIFORMS | 694.69 |
| <u>VEN04466</u> | | KIM TURNER LLC | | | 348.00 |
| | APBWEST | Check | <u>Invoice-5907</u> | COMPLACENCY & CRIT. DECISION MAKING - TRA 10000.50097.52205 | 149.00 |
| | | | <u>Invoice-5910</u> | COMPLACENCY & CRIT. DECISION MAKING - TRA 10000.50097.52205 | 199.00 |
| <u>VEN04411</u> | | KOSMONT COMPANIES | | | 3,039.40 |
| | APBWEST | Check | <u>2407.5-006</u> | ECON DEV ADVISORY SERVICES 12/1/24 - 12/31 10000.30000.53000 | 3,039.40 |
| <u>0274</u> | | LEAGUE OF CALIFORNIA CITIES | | | 6,944.00 |
| | APBWEST | Check | <u>INV-26898-T9Q2R0</u> | 2025 MEMBERSHIP DUES | 6,944.00 |
| <u>0277</u> | | LIEBERT CASSIDY WHITMORE | | | 2,340.00 |
| | APBWEST | Check | <u>284425</u> | DEC 2024 LEGAL SERVICES: GENERAL | 360.00 |
| | | | <u>285314</u> | DEC 2024 LEGAL SERVICES: FLSA & PAYROLL REV | 555.00 |
| | | | <u>285329</u> | DEC 2024 LEGAL SERVICES: INVESTIGATION ADV | 1,425.00 |
| <u>0640</u> | | LIFE-ASSIST INC. | | | 122.88 |
| | APBWEST | Check | <u>1549151</u> | FY 24/25 EMS MEDICAL SUPPLIES | 122.88 |
| <u>VEN01070</u> | | MARTIN CRUZ | | | 714.40 |
| | APBWEST | Check | <u>MAR2025</u> | MAR 2025 RETIREE HEALTH INSURANCE | 714.40 |
| <u>VEN03488</u> | | MUNICIPAL EMERGENCY SERVICES INC | | | 1,765.19 |
| | APBWEST | Check | <u>IN2184391</u> | FY 24/25 PERSONAL PROTECTIVE UNIFORM EQL 10000.61000.53300 | 1,414.39 |
| | | | <u>IN2184846</u> | FY 24/25 PERSONAL PROTECTIVE UNIFORM EQL 10000.61000.53300 | 350.80 |
| <u>1608</u> | | MUNICIPAL MAINTENANCE EQUIP IN | | | 571.72 |
| | APBWEST | Check | <u>030732</u> | MISC SUPPLIES | 571.72 |
| <u>0786</u> | | OFFICE DEPOT, INC | | | 106.69 |
| | APBWEST | Check | <u>393099352001</u> | OFFICE SUPPLIES | 66.57 |
| | | | | | 40.12 |
| <u>0321</u> | | PARKHOUSE TIRE, INC. | | | 1,898.01 |
| | APBWEST | Check | <u>1011013142</u> | FY 24/25 PURCHASE TIRES/SERVICES | 1,898.01 |
| <u>VEN03819</u> | | PAYDIRT PRINTING SERVICES | | | 512.68 |
| | APBWEST | Check | <u>248290</u> | BUSINESS CARDS - BRANDON J. WILSON | 80.64 |
| | | | <u>2483001</u> | ELECTRICAL PERMIT APPLICATIONS | 253.77 |
| | | | <u>248301</u> | BUSINESS CARDS RICHARD ROGERS | 60.63 |
| | | | <u>248315</u> | BLANK STOCK RED,YELLOW, & GREEN | 117.64 |
| <u>VEN04274</u> | | PERFORMANCE PIPELINE TECHNOLOGIES INC | | | 39,520.00 |
| | APBWEST | Check | <u>3838</u> | FY 23/24 WATER LINING PROJECT OCT 2024 | 41,600.00 |
| | | | <u>3838-RET</u> | FY 23/24 WATER LINING PROJECT OCT 2024 RET | -2,080.00 |
| <u>0336</u> | | POST ALARM SYSTEMS | | | 799.95 |
| | APBWEST | Check | <u>45976</u> | UPGRADE ALARM SYSTEM | 799.95 |
| <u>0338</u> | | PRUDENTIAL OVERALL SUPPLY | | | 466.44 |
| | APBWEST | Check | <u>52854729</u> | FY 24/25 UNIFORM SUPPLY | 135.44 |
| | | | <u>52856487</u> | FY 24/25 UNIFORM SUPPLY | 135.44 |
| | | | <u>52858243</u> | FY 24/25 UNIFORM SUPPLY | 195.56 |
| <u>VEN04165</u> | | R&A TANK TECHNOLOGIES LLC | | | 5,520.00 |
| | APBWEST | Check | <u>1201-1221</u> | TRI ANNUAL FUEL TANK TESTING | 2,800.00 |
| | | | <u>2025-0721</u> | TRI ANNUAL FUEL TANK TESTING - EMERGENCY | 2,420.00 |
| | | | <u>2025-3204</u> | ANNUAL CERS SUBITTAL | 300.00 |
| <u>0447</u> | | RAYMOND BASIN MANAGEMENT BOARD | | | 923.90 |
| | APBWEST | Check | <u>12-24-0007</u> | TITLE 22 MONITORING 8/2024 - 10/2024 | 923.90 |
| <u>VEN02937</u> | | RCI IMAGE SYSTEMS | | | 300.00 |
| | APBWEST | Check | <u>77636</u> | FY 24-25 DOCUMENT SCANNING SERVICES | 300.00 |
| <u>0267</u> | | REGIONAL TAP SERVICE CENTER | | | 75.84 |
| | APBWEST | Check | <u>6024266</u> | DEC 2024 REGIONAL TAP SERVICES CENTER-CAR | 75.84 |
| <u>VEN03177</u> | | RELIABLE BUILDING MAINTENANCE LLC | | | 5,311.83 |
| | APBWEST | Check | <u>1141</u> | JAN 2025 JANITORIAL SERVICES | 4,561.83 |
| | | | <u>1142</u> | FLOOR: FLOOR MAINTENANCE | 750.00 |

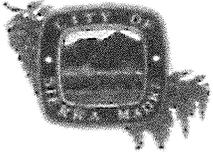
| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Vendor Total |
|----------------------|-----------------------------|---------------------|---|-------------------|---------------------|
| Bank Code | Payment Type | | | | Distribution Amount |
| <u>VEN03968</u> | ROBERTA MALFITANO | | | | 35.36 |
| APBWEST | Check | <u>INV039921</u> | TARGET - COUNCIL SUPPLIES | 10000.11000.53999 | 35.36 |
| <u>VEN04464</u> | RYANN LOPEZ | | | | 14.22 |
| APBWEST | Check | <u>INV039923</u> | REIMB: CRAFT - POTPOURRI JAR WITH LIGHTS | 37006.72000.53999 | 14.22 |
| <u>VEN04349</u> | THE VERTEX COMPANIES LLC | | | | 37,385.00 |
| APBWEST | Check | <u>0250496</u> | PROJECT MANAGEMENT LIBRARY IMPROVEMEN | 29007.90000.56010 | 37,385.00 |
| <u>VEN04459</u> | THEODORE TEGART | | | | 130.89 |
| APBWEST | Check | <u>INV039924</u> | REFUND: FLEX SPENDING DEDUCTION | 60007.00000.26001 | 130.89 |
| <u>VEN04374</u> | TOWNSEND PUBLIC AFFAIRS INC | | | | 18,000.00 |
| APBWEST | Check | <u>22603</u> | Consulting Services for the monthe DEC 2024 | 10000.32000.52200 | 6,000.00 |
| | | <u>22745</u> | Consulting Services for the monthe JAN 2025 | 10000.32000.52200 | 6,000.00 |
| | | <u>22892</u> | Consulting Services for the monthe FEB 2025 | 10000.32000.52200 | 6,000.00 |
| <u>VEN04209</u> | TSK ARCHITECTS | | | | 13,992.00 |
| APBWEST | Check | <u>23-025.00-18</u> | ARCHITECTURAL & ENGINEERING - LIBRARY PRO | 29007.90000.56010 | 13,992.00 |
| <u>0+26</u> | WESTERN WATER WORKS | | | | 6,700.44 |
| APBWEST | Check | <u>1264126-00</u> | FY 24/25 WATER DISTRIBUTION SUPPLIES | 71000.81100.53200 | 6,700.44 |
| <u>0425</u> | WILLDAN ASSOCIATES | | | | 25,729.59 |
| APBWEST | Check | <u>002-33770</u> | JAN 2025 FIRE CODE SERVICES | 10000.40000.52100 | 4,160.00 |
| | | <u>002-33957</u> | DEC 2024 PLAN CHECK AND INSPECTION SERVIC | 10000.40000.52100 | 16,824.59 |
| | | <u>00233958</u> | DEC 2024 FIRE CODE SERVICES | 10000.40000.52100 | 845.00 |
| | | <u>006-29471</u> | DEC 2024 ENGINEERING SERVICES | 10000.40000.52100 | 3,900.00 |
| <u>1053</u> | WITTMAN ENTERPRISES, LLC | | | | 2,965.20 |
| APBWEST | Check | <u>2412056</u> | DEC 2024 EMS Billing Services | 10000.64000.52200 | 2,965.20 |
| Report Total: | | | | | 222,833.06 |



Packet: APPKT07853 - GEN MAN 2/11/25
Vendor Set: 01 - Vendor Set 01

Check Date: 01/31/2025

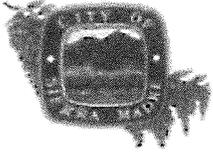
| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Vendor Total |
|----------------------|------------------------|------------------|--|-------------------|---------------------|
| Bank Code | Payment Type | | | | Distribution Amount |
| <u>VEN04448</u> | AMG AND ASSOCIATES INC | | | | 465,423.91 |
| APBWEST | Check | <u>AP03</u> | LIB MEANINGFUL IMPROVEMENT PROJ. 12/31/2 | 29007.90000.56010 | 489,919.90 |
| | | <u>AP03 RET</u> | LIB MEANINGFUL IMPROVEMENT PROJ. 12/31/2 | 29007.00000.23500 | -24,495.99 |
| <u>VEN01721</u> | ULINE | | | | 4,323.94 |
| APBWEST | Check | <u>188175633</u> | EATON FIRE - EMERGENCY EROSION CONTROL S | 28009.33000.53206 | 4,323.94 |
| Report Total: | | | | | 469,747.85 |



Packet: APPKT07851 - GEN MAN 2/11/25
Vendor Set: 01 - Vendor Set 01

Check Date: 01/29/2025

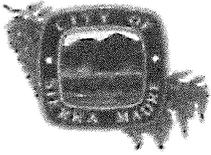
| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Vendor Total |
|----------------------|--------------------------------|---------------------|--|-------------------|---------------------|
| Bank Code | Payment Type | | | | Distribution Amount |
| <u>0893</u> | CREATIVE FORMS & CONCEPTS, INC | | | | 103.90 |
| APBWEST | Check | <u>121021</u> | 1099 G FORMS | 60002.30000.53102 | 103.90 |
| <u>0279</u> | L. A. CO. TAX COLLECTOR | | | | 630.14 |
| APBWEST | Check | <u>5862015270-2</u> | 5862 015 270 PROPERTY TAX 2024 2ND INSTALL | 60002.30000.52200 | 128.59 |
| | | <u>5862015271-2</u> | 5862 015 271 PROPERTY TAX 2024 2ND INSTALL | 60002.30000.52200 | 348.93 |
| | | <u>5862015272-2</u> | 5862 015 272 PROPERTY TAX 2024 2ND INSTALL | 60002.30000.52200 | 60.56 |
| | | <u>5862015273-2</u> | 5862 015 273 PROPERTY TAX 2024 2ND INSTALL | 60002.30000.52200 | 92.06 |
| <u>0265</u> | L.A. CO. DEPT. OF PUBLIC WORKS | | | | 19,247.00 |
| APBWEST | Check | <u>5761-003-906</u> | SMP-6 M2423005 BAILEY DEBRIS DAM 99,140, & 10000.00000.23600 | | 19,247.00 |
| Report Total: | | | | | 19,981.04 |



Packet: APPKT07848 - GEN MAN 2/11/25
Vendor Set: 01 - Vendor Set 01

Check Date: 01/28/2025

| Vendor Number | Vendor Name | | | | Vendor Total |
|---------------|---------------------|--------------------|--|----------------------|---------------------|
| Bank Code | Payment Type | Invoice # | Invoice Description | Account Number | Distribution Amount |
| <u>1497</u> | MOUNTAIN VIEWS NEWS | | | | 3,003.04 |
| APBWEST | Check | <u>CM202304152</u> | EMERGENCY NOTICES FOR EATON FIRE 1/27/25 | 28009.33000.52200 | 3,003.04 |
| | | | | Report Total: | 3,003.04 |



Packet: APPKT07863 - UB 2/11/25
Vendor Set: 01 - Vendor Set 01

Check Date: 02/05/2025

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Vendor Total |
|----------------------|-----------------------|---------------------|--------------------------------------|-------------------|---------------------|
| Bank Code | Payment Type | | | | Distribution Amount |
| <u>VEN02329</u> | RINGCENTRAL INC | | | | 4,788.89 |
| APBWEST | Check | <u>CD_001016421</u> | 1/23/25 - 2/22/25 VOIP PHONE SERVICE | 60003.30000.55005 | 4,788.89 |
| <u>0216</u> | THE GAS COMPANY | | | | 340.77 |
| APBWEST | Check | <u>INV039930</u> | 118-261-4788 3 12/1/24 - 1/1/25 | 60000.83100.55001 | 340.77 |
| <u>0942</u> | TPX COMMUNICATION | | | | 686.54 |
| APBWEST | Check | <u>184046304-0</u> | 1/23/25 - 2/22/25 PHONE SERVICE | 60003.30000.55005 | 686.54 |
| <u>VEN04342</u> | WESTBOUND SOLAR 3 LLC | | | | 7,642.19 |
| APBWEST | Check | <u>25260319</u> | DEC 2024 SOLAR ENERGY | 71000.81100.55003 | 7,642.19 |
| Report Total: | | | | | 13,458.39 |



Packet: APPKT07865 - LIB 2/11/25
Vendor Set: 01 - Vendor Set 01

Check Date: 02/05/2025

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Vendor Total |
|----------------------|-------------------------|-----------------------|--|-------------------|---------------------|
| Bank Code | Payment Type | | | | Distribution Amount |
| VENO3454 | AMAZON CAPITAL SERVICES | | | | 71.52 |
| APBWEST | Check | <u>196R-MC6F-9R4H</u> | MISC SUPPLIES 1/6/25 - 1/19/25 | 39006.90000.53406 | 98.85 |
| | | <u>1D19-4FQ9-7PVN</u> | MISC SUPPLIES 1/6/25 - 1/19/25 | 10000.90000.53100 | 39.23 |
| | | <u>1NPN-4KW7-CT69</u> | MISC SUPPLIES 1/6/25 - 1/19/25 | 10000.90000.53100 | 47.04 |
| | | <u>1RR1-PY6T-N3VD</u> | MISC SUPPLIES CREDIT | 39006.90000.53999 | -113.60 |
| <u>0132</u> | BAKER & TAYLOR, INC. | | | | 2,222.12 |
| APBWEST | Check | <u>5019285081</u> | BOOKS AND REFERENCE & MEDIA (FY 2024-25) | 10000.90000.53406 | 292.19 |
| | | <u>5019285082</u> | LIBRARY SUPPLIES | 10000.90000.52200 | 22.53 |
| | | <u>5019287449</u> | BOOKS AND REFERENCE & MEDIA (FY 2024-25) | 10000.90000.53406 | 1,474.46 |
| | | <u>5019287450</u> | LIBRARY SUPPLIES | 10000.90000.52200 | 88.96 |
| | | <u>5019292102</u> | BOOKS AND REFERENCE & MEDIA (FY 2024-25) | 10000.90000.53406 | 318.78 |
| | | <u>5019292103</u> | LIBRARY SUPPLIES | 10000.90000.52200 | 25.20 |
| <u>VENO3929</u> | DOREEN THOMAS | | | | 85.32 |
| APBWEST | Check | <u>INV039925</u> | REIMB: OC PERFORMER SHOWCASE - TOLL ROA | 10000.90000.53402 | 16.44 |
| | | <u>INV039926</u> | REIMB: OC SHOWCASE | 10000.90000.53404 | 68.88 |
| <u>VENO4271</u> | GEOCON WEST INC | | | | 155.00 |
| APBWEST | Check | <u>724120227</u> | GEOTECHNICAL INVESTIGATION LIBRARY SITE | 29007.90000.56010 | 77.50 |
| | | | | 39010.80000.56010 | 77.50 |
| <u>VENO4367</u> | JLM ENVIRONMENTAL | | | | 400.00 |
| APBWEST | Check | <u>JL39609</u> | ASBESTOS INSPECTION/AIR SAMPLES | 29005.90000.56010 | 200.00 |
| | | | | 39010.80000.56010 | 200.00 |
| <u>VENO4268</u> | KING OFFICE SERVICES | | | | 1,792.00 |
| APBWEST | Check | <u>89731-016</u> | LIB MAT STORAGE FEES DURING REMODEL 1/6- | 29007.90000.56010 | 1,792.00 |
| <u>0786</u> | OFFICE DEPOT, INC | | | | 18.46 |
| APBWEST | Check | <u>386604548001</u> | OFFICE SUPPLIES | 10000.90000.53100 | 18.46 |
| <u>1578</u> | PETTY CASH FUND-LIBRARY | | | | 59.37 |
| APBWEST | Check | <u>INV039927</u> | LAUNDRY | 39006.90000.53999 | 4.00 |
| | | <u>INV039928</u> | LAUNCHPAD/PLAYWAY REPLACEMENT MAILING | 39006.90000.53406 | 22.19 |
| | | <u>INV039929</u> | CAREGIVER WORKSHOP: SNACKS | 39006.90000.53999 | 33.18 |
| Report Total: | | | | | 4,803.79 |



City of Sierra Madre Agenda Report

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member
Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Sue Spears, City Treasurer

Selena Yang, Senior Accountant

REVIEWED BY: Jose Reynoso, City Manager

DATE: February 11, 2025

SUBJECT: **TREASURER'S REPORT - QTR ENDED December 31, 2024**

STAFF RECOMMENDATION

It is recommended that the City Council receive and file the Treasurer's Report for the cash and investment portfolio for quarter ended December 31, 2024.

SUMMARY

Attached is the 2nd quarter of the Treasurer's Report for the 2024-25 fiscal year.

ANALYSIS

The fiscal officer is presenting to the City Council a quarterly treasurer's report along with a statement that the City has sufficient investment liquidity and revenues to be able to meet the City's expenditure requirements for the next three months. In addition, the statement verifies that the investments are in compliance with the City's Statement of Investment Policy.

Cash held in demand deposit accounts are kept at a level to ensure that all city outstanding warrants are covered, to maximize interest income and to minimize bank fees. Idle cash is invested in LAIF and other investments in compliance with the City's Investment Policy.

FINANCIAL REVIEW/SOURCE OF FUNDING

No fiscal impact from this action.

PUBLIC NOTICE PROCESS

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

ATTACHMENTS

Treasurer's Report for October - December 2024

**CITY OF SIERRA MADRE
TREASURER'S REPORT
CASH AND INVESTMENT PORTFOLIO
Oct-Dec 2024**

CITY CASH

| <u>ACCOUNT</u> | <u>INSTITUTION</u> | <u>BALANCE</u> | <u>RATE</u> |
|----------------|--------------------|------------------------|-------------|
| ALL | BMO | \$ 1,989,860.79 | 0.000% |
| | TOTAL | \$ 1,989,860.79 | |

| <u>ACCOUNT NAME</u> | <u>INSTITUTION</u> | <u>BEGINNING BALANCE</u> | <u>+</u> <u>DEPOSITS</u> | <u>(-)</u> <u>WITHDRAWALS</u> | <u>ENDING BALANCE</u> |
|---------------------|--------------------|------------------------------|-----------------------------|----------------------------------|---------------------------|
| General Account | BMO | 1,886,399.52 | 13,878,449.59 | (13,774,988.32) | 1,989,860.79 |
| | TOTAL | \$ 1,886,399.52 | \$ 13,878,449.59 | \$ (13,774,988.32) | \$ 1,989,860.79 |

CITY INVESTMENT

| <u>ISSUER</u> | <u>BOOK VALUE</u> | <u>FACE VALUE</u> | <u>MARKET VALUE</u> | <u>PERCENT OF PORTFOLIO</u> | <u>STATED RATE</u> |
|------------------------------|-------------------------|-------------------------|-------------------------|---------------------------------|------------------------|
| LOCAL AGENCY INVESTMENT FUND | \$ 40,185,370.00 | \$ 40,185,370.00 | \$ 40,170,179.33 | 85.72% | 4.434% |
| BMO Capital Markets | \$ 6,652,418.28 | \$ 6,840,000.00 | \$ 6,694,185.95 | 14.28% | See Attached |
| TOTAL | \$ 46,837,788.28 | \$ 47,025,370.00 | \$ 46,864,365.28 | 100.00% | |

| <u>ISSUER</u> | <u>BEGINNING BALANCE</u> | <u>+</u> <u>DEPOSITS</u> | <u>(-)</u> <u>WITHDRAWALS</u> | <u>ENDING BALANCE</u> |
|------------------------------|------------------------------|-----------------------------|----------------------------------|---------------------------|
| LOCAL AGENCY INVESTMENT FUND | \$ 37,238,992.99 | \$ 4,946,377.01 | (2,000,000.00) | \$ 40,185,370.00 |
| BMO Capital Markets | \$ 7,758,257.52 | \$ 2,508,968.63 | (3,614,807.87) | \$ 6,652,418.28 |
| TOTAL | \$ 44,997,250.51 | \$ 7,455,345.64 | \$ (5,614,807.87) | \$ 46,837,788.28 |

CITY - TOTAL CASH AND INVESTMENT \$ 48,827,649.07

In compliance with the California Code Section 53646, as the City Treasurer of the City of Sierra Madre, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.

Sue Spears, City Treasurer

Date

City of Sierra Madre
Treasurer's Report
Cash Balances by Fund
For the Quarter Ended December 31,2024

| Fund No. | Fund | Balance | | | Balance 12/31/2024 |
|----------|------------------------------------|----------------------|----------------------|---------------------|----------------------|
| | | 10/1/2024 | Receipts | Disbursements | |
| 10000 | General | 12,227,347.23 | 5,550,934.91 | 3,251,720.48 | 14,526,561.66 |
| 26002 | Misc Grants | 305,233.78 | - | 3,175.00 | 302,058.78 |
| 29007 | Targeted State Grants-Library | 8,458,702.29 | 895.00 | 74,132.10 | 8,385,465.19 |
| 32XXX | Assessment Districts | 1,277,345.22 | 47,718.20 | 39,551.49 | 1,285,511.93 |
| 34002 | Development Impact Fees | 1,121,412.08 | 23,170.57 | 82,369.24 | 1,062,213.41 |
| 34003 | Art In Public Places | 27,158.24 | - | - | 27,158.24 |
| 35001 | DUI Enforcement Grant | 1,255.21 | - | - | 1,255.21 |
| 35003 | Police Donations | 41,598.40 | 12,600.00 | 2,546.78 | 51,651.62 |
| 35004 | PSAF | 142,701.03 | 41,591.03 | 25,435.65 | 158,856.41 |
| 35005 | State COPS Grant | (36,527.64) | 177,053.88 | 14,208.29 | 126,317.95 |
| 35008 | Officer Wellness and Mental Health | 15,801.40 | - | - | 15,801.40 |
| 36002 | Fire Department Donations | 11,372.91 | 10,372.00 | - | 21,744.91 |
| 37001 | Community Arts Commission | 6,188.55 | - | - | 6,188.55 |
| 37003 | Recreation Donations | 11,570.22 | - | 102.57 | 11,467.65 |
| 37004 | Prop A | 899,329.18 | 69,688.33 | 34,255.09 | 934,762.42 |
| 37005 | Open Space Fund | 206,466.32 | 16,526.08 | - | 222,992.40 |
| 37006 | Senior Center | 223,022.48 | 684.52 | 7,390.97 | 216,316.03 |
| 37007 | SM Community Foundation | 55,514.23 | - | - | 55,514.23 |
| 37008 | Youth Activity Center | 67,054.71 | - | - | 67,054.71 |
| 37009 | Prop C | 77,419.56 | 57,606.33 | - | 135,025.89 |
| 38001 | CA Beverage Container | 18,159.54 | - | 5,000.00 | 13,159.54 |
| 38002 | CDBG | - | 22,540.00 | 29,556.50 | (7,016.50) |
| 38003 | AQMD | 29,994.02 | 3,709.30 | - | 33,703.32 |
| 38004 | Environmental Fund | 268,177.58 | 41,545.35 | 36,615.00 | 273,107.93 |
| 38005 | Gas Tax | 248,509.47 | 85,116.22 | 66,858.54 | 266,767.15 |
| 38007 | Measure R | 61,474.96 | 43,191.95 | - | 104,666.91 |
| 38012 | Measure M | 347,033.38 | 31,957.40 | - | 378,990.78 |
| 38013 | RMRA | 276,856.10 | 119,021.50 | 69,195.25 | 326,682.35 |
| 38015 | Measure W | 60,137.43 | - | - | 60,137.43 |
| 38018 | Cal Energy commission Grant | - | 16,795.00 | - | 16,795.00 |
| 39002 | Library Gift & Memorial | 214,337.52 | 228.59 | 825.00 | 213,741.11 |
| 39006 | Friends of the Library | (14,698.45) | 14,831.77 | 7,444.54 | (7,311.22) |
| 39009 | Robert Day Trust | 746,426.35 | - | - | 746,426.35 |
| 39010 | American Rescue Plan Act | 1,444,062.91 | 187,626.43 | 1,148,843.33 | 482,846.01 |
| 40000 | Capital Projects Fund | 467,372.81 | - | 32,971.09 | 434,401.72 |
| 47000 | Low & Mod Housing | 350,989.12 | - | - | 350,989.12 |
| 50001 | Debt Service | 13,337.63 | - | - | 13,337.63 |
| 60000 | Internal Svcs - Fleet | 823,664.16 | 1,818.00 | 122,299.15 | 703,183.01 |
| 60001 | Internal Svcs - Facilities | 1,044,472.60 | - | 200,951.36 | 843,521.24 |
| 60002 | Internal Svcs - Admin | 952,040.41 | 554.62 | 235,708.49 | 716,886.54 |
| 60003 | Internal Svcs - Technology | 801,441.98 | 6,510.79 | 247,611.50 | 560,341.27 |
| 60007 | IS-Personnel & Risk Mgmt | 388,444.77 | 1,692,607.93 | 1,506,096.24 | 574,956.46 |
| 60008 | General Plan Update | 146,570.58 | - | - | 146,570.58 |
| 71000 | Water | 10,494,862.23 | 1,986,422.62 | 1,231,671.76 | 11,249,613.09 |
| 72000 | Sewer | 2,478,143.23 | 316,017.23 | 158,801.10 | 2,635,359.36 |
| 76000 | Special Services Strike team | 81,874.30 | - | - | 81,874.30 |
| | TOTALS | 46,883,650.03 | 10,579,335.55 | 8,635,336.51 | 48,827,649.07 |

City of Sierra Madre
Bank Reconciliation
General Account- BMO
Period Ending 12/31

| | | |
|---|-----------|----------------------------|
| General Ledger Beginning Balance | \$ | 2,059,296.85 |
| +Deposits | | 7,576,252.63 |
| -Withdrawals/Debits/Checks | | <u>(7,645,688.69)</u> |
| General Ledger Ending Balance: | \$ | <u>1,989,860.79</u> |
| | | |
| Bank Statement Ending Balance: | \$ | 2,311,712.02 |
| +Deposits in Transit | | 40,180.10 |
| -Outstanding Checks/Withdrawals | | <u>(365,478.12)</u> |
| Reconciling items | | 3,446.79 |
| General Ledger Ending Balance: | \$ | <u>1,989,860.79</u> |

As of December 31, 2024

| Investment | Purchase | Maturity | Amount | Annual Interest Rate | Annual Interest Income |
|-----------------|------------|------------|----------------------|----------------------|------------------------|
| LAIF (Estimate) | Various | Any time | \$ 40,185,370 | 4.434% | \$ 1,781,819 |
| US Treasury | 12/10/2024 | 3/13/2025 | 600,000 | 4.28% | 25,680 |
| US Treasury | 3/21/2024 | 3/20/2025 | 225,000 | 4.94% | 11,115 |
| US Treasury | 5/26/2021 | 5/31/2025 | 1,000,000 | 0.35% | 3,500 |
| US Treasury | 6/13/2024 | 6/12/2025 | 500,000 | 4.80% | 23,988 |
| US Treasury | 12/10/2024 | 6/12/2025 | 600,000 | 4.23% | 25,380 |
| US Treasury | 9/11/2024 | 9/4/2025 | 500,000 | 4.02% | 20,100 |
| US Treasury | 10/24/2024 | 10/2/2025 | 500,000 | 4.15% | 20,750 |
| US Treasury | 12/10/2024 | 11/28/2025 | 365,000 | 4.13% | 15,075 |
| US Treasury | 12/18/2023 | 11/30/2025 | 450,000 | 4.30% | 19,350 |
| US Treasury | 5/4/2022 | 6/30/2026 | 1,100,000 | 0.88% | 9,625 |
| US Treasury | 9/11/2024 | 8/31/2026 | 500,000 | 3.55% | 17,750 |
| US Treasury | 10/24/2024 | 9/30/2026 | 500,000 | 3.95% | 19,755 |
| Total | | | \$ 47,025,370 | | \$ 1,993,886 |

Investment Maturity Illustration

| | Annual Maturities |
|-------|---------------------|
| 2025 | 4,890,000 |
| 2026 | 1,950,000 |
| Total | <u>\$ 6,840,000</u> |

State of California
Pooled Money Investment Account
Market Valuation as of 12/31/2024

| Fiscal Year | 24-25 |
|--------------------------------------|----------------------|
| Cost | 40,185,370.00 |
| FMV Factor | 0.999621985 |
| FMV | <u>40,170,179.33</u> |
| FMV Appr | <u>(15,190.67)</u> |
| 99999-00000-12001-LAIF | 40,185,370.00 |
| 10000-00000-12006-Allow for FMV LAIF | <u>(15,190.67)</u> |
| TOTAL | <u>40,170,179.33</u> |
| CHECK | - |

California State Treasurer **Fiona Ma, CPA**



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

November 12, 2024

[LAIF Home](#)
[PMIA Average](#)
[Monthly Yields](#)

CITY OF SIERRA MADRE

FINANCE DIRECTOR
232 W. SIERRA MADRE BLVD
SIERRA MADRE, CA 91024

[Tran Type Definitions](#)



Account Number: 98-19-870

October 2024 Statement

| Effective Date | Transaction Date | Tran Type | Confirm Number | Web Confirm Number | Authorized Caller | Amount |
|----------------|------------------|-----------|----------------|--------------------|-------------------|---------------|
| 10/15/2024 | 10/14/2024 | QRD | 1762191 | N/A | SYSTEM | 446,377.01 |
| 10/24/2024 | 10/24/2024 | RW | 1762896 | 1723415 | SELENA YANG | -2,000,000.00 |

Account Summary

| | | | |
|-------------------|---------------|--------------------|---------------|
| Total Deposit: | 446,377.01 | Beginning Balance: | 37,238,992.99 |
| Total Withdrawal: | -2,000,000.00 | Ending Balance: | 35,685,370.00 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

January 16, 2025

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[PMIA Average](#)
[Monthly Yields](#)

CITY OF SIERRA MADRE

FINANCE DIRECTOR
232 W. SIERRA MADRE BLVD
SIERRA MADRE, CA 91024

[Tran Type Definitions](#)



Account Number: 98-19-870

November 2024 Statement

Account
Summary

| | | | |
|-------------------|------|--------------------|---------------|
| Total Deposit: | 0.00 | Beginning Balance: | 35,685,370.00 |
| Total Withdrawal: | 0.00 | Ending Balance: | 35,685,370.00 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

January 16, 2025

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CITY OF SIERRA MADRE

FINANCE DIRECTOR
232 W. SIERRA MADRE BLVD
SIERRA MADRE, CA 91024

[Tran Type Definitions](#)

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Account Number: 98-19-870

December 2024 Statement

| Effective Date | Transaction Date | Tran Type | Confirm Number | Web Confirm Number | Authorized Caller | Amount |
|----------------|------------------|-----------|----------------|--------------------|-------------------|--------------|
| 12/23/2024 | 12/20/2024 | RD | 1764670 | 1725207 | SELENA YANG | 4,500,000.00 |

Account Summary

| | | | |
|-------------------|--------------|--------------------|---------------|
| Total Deposit: | 4,500,000.00 | Beginning Balance: | 35,685,370.00 |
| Total Withdrawal: | 0.00 | Ending Balance: | 40,185,370.00 |



Statement of Securities Held

Securities Safekeeping

As of close of business December 31, 2024

| | | |
|----------------|-------------------|-----------------------------|
| Account | 1053048172 | CITY OF SIERRA MADRE |
|----------------|-------------------|-----------------------------|

| | | |
|----------------|-------------------|-----------------------------|
| Account | 1053048172 | CITY OF SIERRA MADRE |
|----------------|-------------------|-----------------------------|

Holdings - Available Positions

| Asset Type | US Treasury Bills | Holding Location | Current Face Value | Market Value (\$) | Par Value (\$/unit) |
|--------------|--|------------------|--------------------|---------------------|---------------------|
| CUSIP / ISIN | Security Description | | | | |
| 912797KJ5 | UNITED STATES OF AMERICA TREASURY BILLS M 03/20/25 D 03/21/24 | FRB | | 223,008.75 | 225,000.00 |
| 912797LN5 | UNITED STATES OF AMERICA TREASURY BILLS M 06/12/25 D 06/13/24 | FRB | | 1,079,683.00 | 1,100,000.00 |
| 912797MH7 | UNITED STATES OF AMERICA TREASURY BILLS M 09/04/25 D 09/05/24 | FRB | | 486,240.00 | 500,000.00 |
| 912797MS3 | UNITED STATES OF AMERICA TREASURY BILLS M 10/02/25 D 10/03/24 | FRB | | 484,795.00 | 500,000.00 |
| 912797MT1 | UNITED STATES OF AMERICA TREASURY BILLS M 03/13/25 D 09/12/24 | FRB | | 595,134.00 | 600,000.00 |
| 912797NL7 | UNITED STATES OF AMERICA TREASURY BILLS M 11/28/25 D 11/29/24 | FRB | | 351,816.20 | 365,000.00 |
| | US Treasury Bills Totals | | | 3,220,676.95 | 3,290,000.00 |
| Asset Type | US Treasury Bonds | Holding Location | Current Face Value | Market Value (\$) | Par Value (\$/unit) |
| CUSIP / ISIN | Security Description | | | | |
| 912828ZT0 | UNITED STATES OF AMERICA US TREASURY BONDS M 05/31/25 0.250% D 05/31/20 | FRB | | 983,970.00 | 1,000,000.00 |
| 91282CCJ8 | UNITED STATES OF AMERICA US TREASURY BONDS M 06/30/26 0.875% D 06/30/21 | FRB | | 1,046,969.00 | 1,100,000.00 |
| 91282CJL6 | UNITED STATES OF AMERICA US TREASURY BONDS M 11/30/25 4.875% D 11/30/23 | FRB | | 452,520.00 | 450,000.00 |

* BMO Bank is not responsible for validating market value. Market value for MBS/ABS/CMOs reflects previous factor if current factor is unavailable.



Statement of Securities Held

Securities Safekeeping

As of close of business December 31, 2024

| | | |
|----------------|-------------------|-----------------------------|
| Account | 1053048172 | CITY OF SIERRA MADRE |
|----------------|-------------------|-----------------------------|

| Account | 1053048172 | CITY OF SIERRA MADRE ...continued | | | |
|----------------|-------------------|---|---------------------------------------|---------------------|---------------------|
| 91282CLH2 | | UNITED STATES OF AMERICA US TREASURY BONDS M 08/31/26 4.000% D 08/31/24 | FRB | 496,195.00 | 500,000.00 |
| 91282CLP4 | | UNITED STATES OF AMERICA US TREASURY BONDS M 09/30/26 3.500% D 09/30/24 | FRB | 493,855.00 | 500,000.00 |
| | | | US Treasury Bonds Totals | 3,473,509.00 | 3,550,000.00 |
| | | | Holdings - Available Positions Totals | 6,694,185.95 | 6,840,000.00 |

End of account details

END OF ADVICE

* BMO Bank is not responsible for validating market value. Market value for MBS/ABS/CMOs reflects previous factor if current factor is unavailable.



City of Sierra Madre Agenda Report

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

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council
FROM: Arnulfo Yanez, Director of Public Works
REVIEWED BY: Jose Reynoso, City Manager
DATE: February 11, 2025

SUBJECT: CONSIDERATION OF APPROVING AMENDMENT No. 1 EXTENSION OF SERVICES FOR THE PROFESSIONAL SERVICES AGREEMENT FOR TATE, SNYDER, KIMSEY, INC. (TSK) ARCHITECTURE SERVICES IN REGARD TO THE LIBRARY PROJECT IN THE AMOUNT NOT TO EXCEED \$901,751 FOR THE REMAINDER OF THE FISCAL YEAR 2024/25 AND 2025/26.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Amendment No.1, extending architecture services to TSK in an amount not exceeding \$901,751 for the remainder of the fiscal year 2024/25 and 2025/26. There is no additional budget impact; this is an extension of time to the current agreement.

ALTERNATIVES

1. The City Council may approve Amendment No.1 for the extension of architecture services to TSK in the amount not to exceed \$901,751 for the remainder of the fiscal year 2024/25 and 2025/26.
2. The City Council may decide not to approve Amendment No.1 for extending architecture services to TSK and provide Staff with further direction.

SUMMARY

Staff negotiated a 13-month contract extension with TSK Architects for the remainder of the fiscal year and the 2025/26 fiscal year at the existing agreement

FOR CITY COUNCIL AGENDA_____

ITEM NUMBER_____

of a \$901,751 design service fee. Recently, staff redesigned the scope of services to include seeing the Library through completion, estimated for a January 2026 completion date.

ANALYSIS

TSK is our current architecture firm for the design services of the significant library project and has performed to the satisfaction of the City with the services described in the scope of work outlined in the agreement,

They have done a good job and have had few problems with their performance.

Services will also provide on-call emergency consulting/design services.

FINANCIAL REVIEW / SOURCE OF FUNDING

Project funding shall be from the State of California Library Meaningful Improvement Targeted Grant, which was awarded to the City of Sierra Madre to provide funding for the Sierra Madre Library. There is no additional budget impact; this is an extension of time to the current agreement.

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 and at the Sierra Madre Public Library and can be accessed on the City's website at www.cityofsierramadre.com.

ATTACHMENTS

1. Amendment No. 1
2. Current Agreement

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS**

This Amendment No. 1 (“Amendment”) is entered into between the City of Sierra Madre, a California municipal corporation (“City”), and TSK, an Architecture Firm (“Consultant”), to amend the Professional Services Agreement for Design Professionals between the parties with a commencement date of May 23, 2023 (“Agreement”).

RECITALS

- A. Under the Agreement, the Consultant provides architectural and engineering redesign and construction improvements to the Sierra Madre Library.
- B. The parties desire to amend this Agreement to retroactively extend the Termination Date.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

- I. Section 3.7 of the Agreement is amended to read as follows, with deletions denoted by ~~struck through~~ text and additions denoted by underlined text:

3.7. “Termination Date”: March 31, 2026 ~~January 31, 2025~~.
- II. Integration. This Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the extent there is any conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control. This Amendment and the Agreement, including any exhibits attached to the Agreement, integrate all the terms and conditions of the Parties’ agreement and supersede all negotiations with respect hereto.
- III. Severability. If any provision of this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

The Parties hereby enter into this Amendment upon the date of the last signature below.

CITY OF SIERRA MADRE
("City")

TSK
("Consultant")

AUTHORIZED SIGNATORIES:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS**

(City of Sierra Madre / **TSK Architects**)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and TSK, an Architecture Firm ("Consultant").

2. RECITALS

City has determined that it requires the following professional services from a consultant for:
Architectural and Engineering Redesign and Construction Improvements
to the City Library.

- 2.1. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.2. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*

- 3.2. "Scope of Services": Such professional services as are set forth in Consultant's February 10, 2023 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3. "Agreement Administrator": The Agreement Administrator for this project is Mr. Arnulfo Yanez, Deputy Director of Public Works. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Nine Hundred and One Thousand Seven Hundred and Fifty-One.00/x100 Dollars \$901,751.00
- 3.6. "Commencement Date": Upon Approval & Signature of Agreement.
- 3.7. "Termination Date": January 31, 2025

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall keep itself fully informed of and in compliance with all applicable laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Mr. Johnathan Richert shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal

competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.
- 5.12. **Skilled and Trained Workforce Requirement.** When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Contractor agrees to use a skilled and trained workforce.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are in accordance with the Scope of Services.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. 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 represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.

- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officials, officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, losses, damages, demands, costs or liability that arise out of, or the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable,

including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** If the Consultant is unable or unwilling to defend the City as contractually required in §11.2, the City may request an initial deposit of up to \$50,000.00 for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not 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.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

- EL Each Accident \$1,000,000
- EL Disease - Policy Limit \$1,000,000
- EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion

of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Sierra Madre must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and workers compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Sierra Madre, Attn: Mr. Arnulfo Yanez, Public Works Department 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or

self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier

service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Mr. Arnulfo Yanez
City of Sierra Madre
Public Works / Engineering Department
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135

If to Consultant

Jonathan Richert
Civic Market Director
TSK Architects
316 West 2nd Street
Los Angeles, CA 90012
Telephone: (213) 614-0900

With courtesy copy to:

Aleks R. Giragosian, Esq.
Sierra Madre City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), paragraph 12.13 (Waiver of Subrogation), paragraph 12.6 (Automobile Liability Insurance), section 17 (Interpretation of Agreement), paragraph 18.10 (Remedies Non-Exclusive), paragraph 18.1 (Confidentiality), paragraph 18.11 (Attorneys' Fees), and paragraph 18.12 (Venue) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach by the City of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed and the expenses reasonably incurred and allowable under the contract at the time 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. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such

invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.
- 18.14. **Federal Requirements.** FEMA financial assistance may be used to fund all or a portion of this contract. Consultant shall comply with all federal requirements including, but not limited to, the following:
- 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
 - Federal Contract Provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"

City of Sierra Madre

By: Kelly Kribs
Signature

Printed: KELLY KRIEBS

Title: MAYOR PRO TEM

Date: 5/23/2023

"Consultant"

TSK Architects

By: Jonathan Richert
Signature

Printed: Jonathan Richert

Title: Civic Market Director

Date: 05/12/23

Attest:

By: Laura Aguilar
LAURA AGUILAR City Clerk

Date: 5/23/2023

Approved as to form:

By: Aleks R. Giragosian
Aleks R. Giragosian, City Attorney

Date: 5/23/2023

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
FEE SCHEDULE

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with Consultant.

1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

Affirmative steps shall include:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and

reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Consultant's personnel for the purpose of interview and discussion related to the books and records.

Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach: Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate

Consultant for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default ("Notice of Default"). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's performance of the work.

Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided, and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the

amounts payable under this Section, and Consultant specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor

union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will *be* binding upon each subcontractor or Consultant. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work

in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower

tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.

The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report

Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Appendix II to Part 200 (J) – Procurement of Recovered Materials:

Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

MISCELLANEOUS PROVISIONS

Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

This is an acknowledgement that FEMA financial assistance may be used to fund the contract only. Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Consultant’s actions pertaining to this contract.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.

General and administrative expenses shall be negotiated and must conform to the Cost Principles.

Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by Consultant, Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.



City of Sierra Madre Agenda Report

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

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Clare Lin, Acting Director of Planning and Community Preservation
Brent Bartlett, Fire Chief
Aleks, Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: February 11, 2025

SUBJECT: **CONSIDERATION OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR FIRE MARSHAL, FIRE PLAN REVIEW, FIRE CODE OFFICIAL, AND FIRE INSPECTION SERVICES**

STAFF RECOMMENDATION

It is recommended that the City Council approve Amendment No. 2 to the professional services agreement with Willdan Engineering for fire marshal, fire plan review, fire code official, fire inspection services, and authorize the City Manager to execute such amendment to the contract in a form acceptable to the City Attorney.

ALTERNATIVES

1. Approve Amendment No. 2 of the professional services agreement with Willdan Engineering;
2. Continue consideration and provide direction to staff.

ANALYSIS

On May 11, 2011, the City entered into a prime contract with Willdan Engineering for Building Inspector, Building Official, and Plan Examiner services. On January 2, 2022, that prime contract was amended to include a part-time Fire Marshal to support fire-code related services in the Planning and Fire Department. This temporary arrangement was initiated in response to a personnel change in the Fire Department. The amendment expired on January 6, 2023.

On August 22, 2023, the City entered into a separate agreement with Willdan Engineering for Fire Marshal, Fire Plan Review, and Fire Inspection services at a fixed rate of \$130 per hour (discounted 20% from their normal rate), included as Attachment B. On May 6, 2024, the City amended the contract to extend the term to June 30, 2027 and to increase the budget to \$135,000, included as Attachment C. Despite the discount embedded in the hourly rates, the City was subsidizing residents' fire-related services, as the recovery under the City's approved fee schedule was consistently less than the amount the City was being billed for Willdan Engineering's hourly services.

For example, in the fiscal year FY 2023-2024, the City collected \$18,014 in fees related to fire code services, while the cost for consultant services amounted to \$30,770. On average, the City pays the consultant approximately \$715 per permit, despite the published application fee being \$578. These figures clearly demonstrate that the current hourly rate arrangement results in a net subsidy by the City.

The proposed amendment does three things:

First, it revises the compensation structure by basing payment on a percentage of the approved fee schedule. This change will avoid City subsidies and mirror the compensation structure in the City's contract with Willdan Engineering for engineering services. Under Amendment No. 2, Willdan Engineering will recover 90 percent of the "Fire Fees" as listed in the City's published fee schedule.

Second, it revises the scope of work to include a new title — "Fire Code Official." Willdan Engineering thought this new title was important to authorize them to satisfy some reporting obligations with the State.

Lastly, the contract's budget was increased from \$135,000 to \$300,000 over the four year life of the contract to more accurately reflect the annual expense borne by the City.

FINANCIAL REVIEW/SOURCE OF FUNDING

The costs associated with providing fire code services, in the not to exceed amount of \$300,000. These costs will be recovered through the City's FY 2024-2025 Fee Schedule.

ENVIRONMENTAL (CEQA)

Environmental Review is not applicable to contracts for professional services.

PUBLIC NOTICE PROCESS

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

Attachments:

Attachment A: Amendment No. 2 to the professional services agreement with Willdan Engineering for fire marshal, fire plan review, and fire inspection services

Attachment B: Executed Professional Services Agreement with Willdan Engineering, dated May 11, 2024.

Attachment C: Executed Amendment No. 1 to Professional Services Agreement with Willdan Engineering, dated May 6, 2024.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**

This Amendment No. 2 (“Second Amendment”) is entered into between the City of Sierra Madre, a California municipal corporation (“City”), and Willdan Engineering, a California Corporation (“Consultant”), to amend the Professional Services Agreement for Consultant Services between the parties with a commencement date of August 22, 2023 (“Agreement”).

RECITALS

- A. Under the Agreement, the Consultant provides Fire Marshal, Fire Plan Review, and Fire Inspection services.
- B. On May 6, 2024, the parties entered into an Amendment No. 1 to Professional Services Agreement for Consultant Services (“First Amendment”) to extend the Agreement’s term and enlarge the “Maximum Amount.”
- C. The parties desire to further amend this Agreement to expand the “Scope of Services,” increase the “Maximum Amount,” and amend the “Approved Fee Schedule.”

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

- I. Section 2.1 of the Agreement is amended to read as follows, with deletions denoted by ~~struck-through~~ text and additions denoted by underlined text:
 - 2.1. City has determined that it requires the following professional services from a consultant: Fire Marshal, Fire Plan Review, Fire Inspection, Fire Code Official, and related consulting services provided on an as-needed basis to enforce the California Fire Code and other fire prevention laws adopted by the City of Sierra Madre.
- II. Section 3.3 of the Agreement is amended to read as follows, with deletions denoted by ~~struck-through~~ text and additions denoted by underlined text:
 - 3.3. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is ~~Thirty One Thousand Three Hundred Seventy Five Dollars (\$31,375)~~ Three Hundred Thousand Dollars (\$300,000).
- III. Exhibit A of the Agreement is repealed in its entirety and replaced by Exhibit A to this Second Amendment.
- IV. Exhibit B of the Agreement is repealed in its entirety and replaced by Exhibit B to this Second Amendment.

- V. Integration. The Agreement and the First Amendment shall remain in full force and effect, except as specifically amended hereby. To the extent there is any conflict between this Second Amendment and the Agreement or First Amendment, the terms and provisions of this Second Amendment shall control.
- VI. Severability. If any provision of this Second Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

The Parties hereby enter into this Second Amendment upon the date of the last signature below.

CITY OF SIERRA MADRE
("City")

WILLDAN ENGINEERING
("Consultant")

AUTHORIZED SIGNATORIES:

By: _____

By:  _____

Name: _____

Name: Dennis J. Grubb _____

Title: _____

Title: Deputy Director Fire Services _____

Date: _____

Date: January 31, 2025 _____

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
Scope of Services

February 11, 2025:

Fire Marshal, Fire Plan Review, Fire Inspection, Fire Code Official, and related consulting services will be provided on an as-needed basis to enforce the California Fire Code and other Fire Code requirements, as adopted by the City of Sierra Madre.

EXHIBIT B
Approved Fee Schedule

Willdan Engineering will recover 90 percent of the “Fire Fees” listed in the City’s published fee schedule for which it provides services.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(City of Sierra Madre / Willdan Engineering)**

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”), and Willdan Engineering, a California Corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Fire Marshal, Fire Plan Review, Fire Inspection, and related consulting services provided on an as-needed basis to enforce the California Fire Code and other fire prevention laws adopted by the City of Sierra Madre.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education, and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **August 4th, 2023** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is the Sierra Madre Director of Planning and Community Preservation. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Thirty-five Thousand Dollars (\$35,000.00).
- 3.5. “Commencement Date”: August 22, 2023.
- 3.6. “Termination Date”: May 11, 2024

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement,

including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Campaign Contributions.** This Agreement is subject to Government Code Section 84308, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Consultant's execution of this Agreement.
- 5.8. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Vincent Gonzalez, Director of Planning and Community Preservation shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.9. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.10. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.11. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.12. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law,

from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

- 5.13. **Skilled and Trained Workforce Requirement.** When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Consultant agrees to use a skilled and trained workforce.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered

during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. 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 represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property

damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not 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.
- 11.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Fire Marshal Services
 - Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Sierra Madre must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured

Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Sierra Madre, Attn: Miguel Hernandez, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit

in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City
Vincent Gonzalez
City of Sierra Madre
Planning and Community Preservation
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email: vgonzalez@cityofsierramadre.com

If to Consultant
Patrick Johnson
Director of Building and Safety
Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746
Telephone: (562) 364-8499
Facsimile: (562) 695-2120

With courtesy copy to:
Aleks R. Giragosian, Esq.
Sierra Madre City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, Angeles, CA 91101
Telephone: (213) 542-5700
Email: agiragosian@chwlaw.us

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), paragraph 12.13 (Waiver of Subrogation), Section 13.2 (Consultant Cooperation in Defense of Claims), Section 15 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 18 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement by the City upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time 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. The City shall have

the benefit of such work as may have been completed up to the time of such termination.

- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the exhibits of this Agreement, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

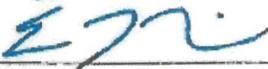
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to sole jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
City of Sierra Madre

“CONSULTANT”
Willdan Engineering

Authorized Signatories:

Signature: 

Signature: 

Printed: Edward Garcia

Printed: Patrick Johnson

Title: Mayor

Title: Director - Building & Safety

Date: August 22, 2023

Date: August 4th, 2023

Attest:

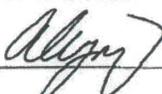
Signature: 

Printed: Laura Aguilar

Title: City Clerk

Date: August 22, 2023

Approved as to Form:

Signature: 

Printed: Aleks Giragosian

Title: City Attorney

Date: August 22, 2023

EXHIBIT A
Scope of Services

August 4, 2023:

Fire Marshal, Fire Plan Review, Fire Inspection and related consulting services will be provided on an as-needed basis to enforce the California Fire Code and other Fire Code requirements, as adopted by the City of Sierra Madre.

Exhibit B
Approved Fee Schedule

August 4, 2023:

Fire Marshal, Fire Plan Review, Fire Inspection and related consulting services will be provided on an hourly basis at the rate of \$130.00 per hour.

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**

This Amendment No. 1 ("Amendment") is entered into between the City of Sierra Madre, a California municipal corporation ("City"), and Willdan Engineering, a California corporation ("Consultant"), to amend the Professional Services Agreement for Consultant Services between the parties with a commencement date of August 22, 2023 ("Agreement").

RECITALS

- A. Under the Agreement, the Consultant provides the services of Fire Marshal, Fire Plan Review, and Fire Inspection; and
- B. The parties desire to amend this Agreement to extend its duration and enlarge the Maximum Amount.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

- I. Section 3.4 of the Agreement is amended to read as follows, with deletions denoted by ~~struck through~~ text and additions denoted by underlined text:

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Thirty-Five Thousand Dollars (\$135,000). ~~Thirty five Thousand Dollars (\$35,000.00)~~.

- II. Section 3.6 of the Agreement is amended to read as follows, with deletions denoted by ~~struck through~~ text and additions denoted by underlined text:

3.6. "Termination Date": June 30, 2027 ~~May 11, 2024~~.

- III. Integration. This Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the extent there is any conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control. This Amendment and the Agreement, including any exhibits attached to the Agreement, integrate all the terms and conditions of the Parties' agreement and supersede all negotiations with respect hereto.

- IV. Severability. If any provision of this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

The Parties hereby enter into this Amendment upon the date of the last signature below.

CITY OF SIERRA MADRE
("City")

WILLDAN ENGINEERING
("Consultant")

AUTHORIZED SIGNATORIES:

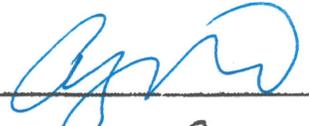
By: 
Name: JOSE REYNOSO
Title: CITY MANAGER
Date: 5/6/24

By: 
Name: Patrick Johnson, PE, CBO
Title: Director of Building & Safety
Date: April 30, 2024

ATTEST:

By: 
Name: LAURA AGUILAR
Title: CITY CLERK
Date: 5/6/2024

APPROVED AS TO FORM:

By: 
Name: ALEKS GIRAGOSIAN
Title: CITY ATTORNEY
Date: 5/6/2024



City of Sierra Madre Agenda Report

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

Michael Amerio, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Karen Bustillos, EMS Captain
Brent Bartlett, Fire Chief

REVIEWED BY: Jose Reynoso, City Manager

DATE: January 16, 2024

SUBJECT: **APPROVAL OF FEE SCHEDULE ADJUSTMENTS FOR
THE SIERRA MADRE FIRE DEPARTMENT**

STAFF RECOMMENDATION

- 1) It is recommended that City Council choose alternative one (1), Approve request for adjustments to fee schedule for the Sierra Madre Fire Department.

ALTERNATIVES

- 2) Approve request for adjustments to fee schedule for the Sierra Madre Fire Department.
- 3) Do not approve request for adjustments to fee schedule for the Sierra Madre Fire Department.
- 4) Alternatively, discuss and take other possible action related to this item.

SUMMARY

The Sierra Madre Fire Department, EMS division is requesting the mid-year addition of three fees to the city's fee schedule and the adjustment of fees for the department's current paramedic subscription program. The addition of the requested fees will aide in recovery costs for the City of Sierra Madre and provide alternative cost-saving options for residents participating in the paramedic subscription program. The generated fees are not being requested for the purpose of gaining profit from community members, but to cover costs currently being paid for by the city. The requested fees are as follow:

1. ePCR Fee
2. Dispatch Fee
3. First-Responder Fee

4. Paramedic Subscription Fees

ANALYSIS

ePCR Fee

The department of health services, Los Angeles mandate states that “An EMS Record must be completed for every EMS response regardless of patient disposition.” (Ref.606). Documentation includes all times and locations of emergency calls, patient information, record of vital signs, medication and treatments given, and transport destinations. The Sierra Madre Fire Department has utilized Digital EMS as a platform for documenting all calls for service. Digital EMS is the main provider for nearly all agencies in Los Angeles County and allows for the seamless transfer of calls between agencies during times of automatic aid. The contracted company currently charges a fee of \$4.95 per entry. There is currently no charge for this service in the city’s fee schedule. It is the request of the Sierra Madre Fire Department that the addition of \$4.95 be added to the fee schedule for all calls for service in order to recoup costs associated with providing patient care.

Dispatch Fee

Verdugo Fire Communications is the current dispatching entity for the Sierra Madre fire Department and surrounding agencies. All calls for service are sent to Verdugo Fire Communication and dispatched appropriately, as to the needs of the call. Verdugo currently charges \$84.18 per call dispatched. There is currently no charge for this service in the city’s fee schedule. It is the request of the Sierra Madre Fire Department that the addition of \$84.18 be added to the fee schedule for all calls for service in order to recoup costs associated with providing patient care.

First-Responder Fee

In November of 2024 the Sierra Madre Fire Department received approval from the county to upgrade its Paramedic Assessment Engine to a Paramedic Engine. This upgrade allowed the unit to carry additional supplies and critical medications, including narcotics. Paramedic Engine 41 is one in only a handful of Paramedic units in the Verdugo area and provides an even higher level of service to the residents of Sierra Madre. With this change comes an increase in supply costs and cost of materials to outfit the engine to meet county regulations. The requested first-responder fee would only be applied in instances where Paramedic Engine 41 responds to calls for service **without** the city’s rescue ambulance (RA41). A previous charge for this service was in place in the city’s fee schedule, however it was removed when ALS transport fees increased in past years. Currently, there is no charge for this service in the city’s fee schedule. It is the request of the Sierra Madre Fire Department that the addition of \$189.00 be added to the fee schedule for all calls for service in order to recoup costs associated with providing patient care. The requested fee is at the same rate as the previous fee that was removed.

Paramedic Subscription Plan

Rising costs of ambulance fees are reaching 4,000 dollars per transport with additional fees added, depending on severity of event. These costs are often not covered by insurance providers in totality, resulting in out-of-pocket fees for the user. The Sierra Madre Fire Department’s paramedic subscription program gives resident’s peace of mind knowing all fees not covered by insurance providers, will be covered at no additional cost to the user. Currently, the subscription program offers one fee per user at a cost of \$89/year and sits at a 5% user rate. The requested adjustment would allow for new options for residents, including family and business plans, and promote increased usage throughout the community. It is the request of the Sierra Madre Fire Department that the addition of plan options with fees be added to the fee schedule in order to help ease the burden of costs to residents in an emergency.

| Proposed Paramedic Subscription Plans and Fees | | | |
|---|---------------------------|----------------------|---|
| Plan Type | Description | Cost Per Year | Additional Members |
| Single | Single Resident Household | \$89 | N/A |
| Couple | 2 Member Household | \$142 (\$71pp) | |
| Family | 3 Member Household | \$158 (\$56pp) | Each Additional Member: \$18. Cap at 5 people |
| Business | 10 Employees | \$100 | Each Additional 10 Employees: \$100 |
| Low Income | Entire Household | \$45 | As Verified by City |

CONSISTENCY WITH GENERAL PLAN

The proposed is consistent with the General Plan’s Chapter Three – Hazard Prevention, Section One: Fire Safety.

FINANCIAL REVIEW/SOURCE OF FUNDING

No sources of funding are needed.

ENVIRONMENTAL (CEQA)

There is no environmental impact associated with this action.

PUBLIC NOTICE PROCESS

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

Attachments

- A) **Request for Fee Schedule Adjustment**
- B) **ePCR Paramedic Template**
- C) **Assessment Unit Inventory**
- D) **ALS Unit Inventory**
- E) **Paramedic Subscription Flyer**



REQUEST FOR FEE SCHEDULE ADJUSTMENT

The Sierra Madre Fire Department, EMS division is requesting the mid-year addition of three fees to the city’s fee schedule. The addition of the requested fees will aide in recovery costs for the City of Sierra Madre. The generated fees are not being requested for the purpose of gaining profit from users, but to cover costs currently being paid for by the city. The requested fees are as follow:

1. ePCR Fee
2. Dispatch Fee
3. First-Responder Fee
4. Paramedic Subscription Fees

ePCR Fee

The department of health services, Los Angeles mandate states that “An EMS Record must be completed for every EMS response regardless of patient disposition.” (Ref.606). Documentation includes all times and locations of emergency calls, patient information, record of vital signs, medication and treatments given, and transport destinations. The Sierra Madre Fire Department has utilized Digital EMS as a platform for documenting all calls for service. Digital EMS is the main provider for nearly all agencies in Los Angeles County and allows for the seamless transfer of calls between agencies during times of automatic aid. The contracted company currently charges a fee of \$4.95 per entry. There is currently no charge for this service in the city’s fee schedule. The following data shows other departments in Los Angeles county currently charging for this fee and the associated rate.

| 2023 RATE COMPARISON LA COUNTY | |
|---|----------|
| DEPARTMENT | ePCR FEE |
| City of Arcadia Emergency Ambulance Service | \$4.70 |
| City of Burbank Paramedic Services | \$5.30 |
| City of Downey | \$25.00 |
| City of Glendale Fire Department | \$5.00 |
| City of La Verne Paramedic Services | \$15.00 |

It is the request of the Sierra Madre Fire Department that the addition of \$4.95 be added to the fee schedule for all calls for service in order to recoup costs associated with providing patient care.



Dispatch Fee

Verdugo Fire Communications is the current dispatching entity for the Sierra Madre fire Department and surrounding agencies. All calls for service are sent to Verdugo Fire Communication and dispatched appropriately as to the needs of the call. Verdugo currently charges \$84.18 per call dispatched. There is currently no charge for this service in the city’s fee schedule. The following data shows other departments in Los Angeles county currently charging for this fee and the associated rate.

| 2023 RATE COMPARISON LA COUNTY | |
|---|--------------|
| DEPARTMENT | Dispatch FEE |
| City of Arcadia Emergency Ambulance Service | \$83.00 |
| City of Burbank Paramedic Services | \$62.45 |
| City of Monterey Park Fire Dept and Ambulance | \$80.17 |
| City of Pasadena | \$42.00 |
| City of San Gabriel Ambulance Billing | \$103.47 |
| City of San Marino Fire Department | \$84.18 |
| City of South Pasadena Fire Department | \$84.18 |

It is the request of the Sierra Madre Fire Department that the addition of \$84.18 be added to the fee schedule for all calls for service in order to recoup costs associated with providing patient care.

First-Responder Fee

In November of 2024 the Sierra Madre Fire Department received approval from the county to upgrade its Paramedic Assessment Engine to a Paramedic Engine. This upgrade allowed the unit to carry additional supplies and critical medications, including narcotics. Paramedic Engine 41 is one in only a handful of Paramedic units in the Verdugo area and provides an even higher level of service to the residents of Sierra Madre. With this change comes an increase in supply costs and cost of materials to outfit the engine to meet county regulations. The requested first-responder fee would only be applied in instances where Paramedic Engine 41 responds to calls for service **without** the city’s rescue ambulance (RA41). There is currently no charge for this service in the city’s fee schedule. The following data shows other departments in Los Angeles County currently charging for this fee and the associated rate.



SIERRA MADRE FIRE DEPARTMENT – EMS DIVISION

| 2023 RATE COMPARISON LA COUNTY | |
|---------------------------------------|---------------------|
| DEPARTMENT | First-Responder FEE |
| City of Burbank Paramedic Services | \$570.00 |
| City of La Verne Paramedic Services | \$250.00 |
| City of San Gabriel Ambulance Billing | \$189.25 |

It is the request of the Sierra Madre Fire Department that the addition of \$189.00 be added to the fee schedule for all calls for service in order to recoup costs associated with providing patient care.

Cost Recovery

The following data is an example of recovery costs for the previous four years, had fees been in place and is to be seen as an estimate of what cost recovery efforts could look like once implemented.

| ePCR FEE | | | |
|-------------------|-----------------|--------|----------------|
| Year of Reference | EMS Call Volume | Fee | Total Recovery |
| 2021 | 620 | \$4.95 | \$3,069.00 |
| 2022 | 797 | \$4.95 | \$3,945.15 |
| 2023 | 879 | \$4.95 | \$4,351.05 |
| 01/2024 - 11/2024 | 897 | \$4.95 | \$4,440.15 |

| Dispatch FEE | | | |
|-------------------|-------------|---------|----------------|
| Year of Reference | Call Volume | Fee | Total Recovery |
| 2021 | 1125 | \$84.14 | \$94,657.50 |
| 2022 | 1303 | \$84.14 | \$109,634.42 |
| 2023 | 1467 | \$84.14 | \$123,433.38 |
| 01/2024 - 11/2024 | 1415 | \$84.14 | \$119,058.10 |

| First-Responder FEE | | | |
|---------------------|-------------------|----------|----------------|
| Year of Reference | Engine-Only Calls | Fee | Total Recovery |
| 2021 | 206 | \$189.00 | \$38,934.00 |
| 2022 | 229 | \$189.00 | \$43,281.00 |
| 2023 | 218 | \$189.00 | \$41,202.00 |
| 01/2024 - 11/2024 | 226 | \$189.00 | \$42,714.00 |



SIERRA MADRE FIRE DEPARTMENT – EMS DIVISION

| Total Cost Recovery | | | |
|---------------------|---------------|--------------|----------------------------------|
| Year of Reference | Cost Recovery | | Historical costs recovered (79%) |
| 2021 | | \$136,660.50 | \$107,961.80 |
| 2022 | | \$156,860.57 | \$123,919.85 |
| 2023 | | \$168,986.43 | \$133,499.28 |
| 2024 YTD | | \$166,212.25 | \$131,307.68 |

| Average Total Cost Recovery/Year |
|----------------------------------|
| \$124,172.15 |

Historically the department has been able to recover an average of 79% of total costs per year through ambulance billing. The addition of all requested fees is anticipated to provide the city with an average of \$124,172.15 in recovery costs (based of previous years data).

The suggested fee revenues are estimates and do not take into account pass-through fees that are billed to private party insurances and private pay. No historical data exists for the fees and recovery data is assumed and not definitive.

Paramedic Subscription Plan

Rising costs of ambulance fees are reaching 4,000 dollars per transport with additional fees added, depending on severity of event. These costs are often not covered by insurance providers in totality, resulting in out-of-pocket fees for the user. The Sierra Madre Fire Department’s paramedic subscription program allows resident’s peace of mind knowing all fees not covered by insurance providers, will be covered at no additional cost to the user. Currently, the subscription program offers one fee per user at a cost of \$89/year and sits at a 5% user rate. The requested adjustment would allow for new options for residents, including family and business plans, and promote increased usage throughout the community. Requested adjustments to the paramedic subscription plan are listed below:

| Proposed Paramedic Subscription Plans and Fees | | | |
|--|---------------------------|----------------|---|
| Plan Type | Description | Cost Per Year | Additional Members |
| Single | Single Resident Household | \$89 | N/A |
| Couple | 2 Member Household | \$142 (\$71pp) | |
| Family | 3 Member Household | \$158 (\$56pp) | Each Additional Member: \$18. Cap at 5 people |
| Business | 10 Employees | \$100 | Each Additional 10 Employees: \$100 |
| Low Income | Entire Household | \$45 | As Verified by City |

Plans follow a ~20% reduction from previous plan

It is the request of the Sierra Madre Fire Department that the addition of plan options with fees be added to the fee schedule in order to help ease the burden of costs to residents in an emergency.

| | | | | | | | | | | | | | | | | | | |
|--|---|------------------------------|-----------------------------------|---|---|--|-------------------------------|---|--|--|--|------|---|---------------|-----------------------------|-------|--------|---|
| INCIDENT INFO | Date | Inc. # | Loc. Code | PD on Scene | MCI? | PD | PD Unit # | PD Actions | CEW (e.g. Taser) | SI 25 003 0003 | | | | | | | | |
| | 01/16/2025 | | | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | | | <input type="checkbox"/> AED Placement <input type="checkbox"/> AED Shock <input type="checkbox"/> NarCan | <input type="checkbox"/> TomiQuet <input type="checkbox"/> CPR <input type="checkbox"/> REstraints <input type="checkbox"/> Hemostatic Dressing | Orig. Seq. # | | | | | | | | |
| | <input type="checkbox"/> RR <input type="checkbox"/> Cx at Sc <input type="checkbox"/> Lift Asst <input type="checkbox"/> PuB Asst <input type="checkbox"/> IFT <input type="checkbox"/> DoA <input type="checkbox"/> FireLine <input type="checkbox"/> Mutual Aid <input type="checkbox"/> NC/No PT <input type="checkbox"/> PErS Fnd/No PT | | | | | | | | | PATIENT ASSESSMENT | | | | | | | | |
| TRANS INFO | Inc | | | | | | | | | | | | | | | | | |
| | LOC | Street Number | Street Name | Apt # | City Code | Incident Zip Code | Pt <u>1</u> of <u>1</u> | | | | | | | | | | | |
| | Prov | A/B/H | Unit | Disp | Arrival | At Pt | Left | At Fac | Fac Equip | Avail | Team Member ID | | | | | | | |
| TRANS | Protocol | Protocol | Notification? AMA? | TRANS TO | | | | RATIONALE | | | | | | | | | | |
| | Med. Ctrl | Adv.Prov.Lvl | Rec. Fac | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> MAR | <input type="checkbox"/> PeriNat | <input type="checkbox"/> EDAP | <input type="checkbox"/> STEMI | <input type="checkbox"/> No SC Req'd | <input type="checkbox"/> Criteria/Required | <input type="checkbox"/> Guidelines | | | | | | | |
| | | | Code 3? | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> TC/PTC | <input type="checkbox"/> PMC | <input type="checkbox"/> Prim | <input type="checkbox"/> Stroke Ctr. | <input type="checkbox"/> Judgment | <input type="checkbox"/> EXTremis | <input type="checkbox"/> No SC Access | | | | | | | |
| PT INFO | Name/Last | First | M.I. | DOB | Phone | Age _____ <input type="checkbox"/> Y <input type="checkbox"/> M <input type="checkbox"/> W | | | | | | | | | | | | |
| | Street Number | Street Name | Apt# | City | State | Zip | Mileage | Gender _____ <input type="checkbox"/> D <input type="checkbox"/> H <input type="checkbox"/> Est. | | | | | | | | | | |
| | Insurance | Hospital ID | PMD Name | Partial SS # | Weight _____ Kg | | | | | Peds Color Code _____ | | | | | | | | |
| COMMENTS | Suspected: | | | | | | | | | | | | | | | | | |
| | ETOH? <input type="checkbox"/> Y <input type="checkbox"/> N | | | | | | | | | | | | | | | | | |
| | Drug Use? <input type="checkbox"/> Y <input type="checkbox"/> N | | | | | | | | | | | | | | | | | |
| COMMENTS | If yes: | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> AMPhetamines | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> HEROin <input type="checkbox"/> COCAine | | | | | | | | | | | | | | | | | |
| COMMENTS | Route: | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> INJected <input type="checkbox"/> INGested | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> INHaled <input type="checkbox"/> OTHER | | | | | | | | | | | | | | | | | |
| COMMENTS | Hx | | | | | | | | | | | | | | | | | |
| | Allergies | | | | | | | | | | | | | | | | | |
| | Meds | | | | | | | | | | | | | | | | | |
| COMPLAINTS | | | | | | | | | | | | | | | | | | |
| MEDICAL COMPLAINTS | | | TRAUMA COMPLAINTS | | | MECHANISM OF INJURY | | | | | | | | | | | | |
| Click to select MEDICAL COMPLAINTS | | | Click to select TRAUMA COMPLAINTS | | | Click to select MECHANISM OF INJURY | | | | | | | | | | | | |
| IMPRESSION | <input type="checkbox"/> Abdominal Pain/Problems (ABOP) <input type="checkbox"/> Childbirth (Mother) (BRTH) <input type="checkbox"/> Hyperthermia (HEAT) <input type="checkbox"/> Resp. Distress/Pulm Edema/CHF (CHFF) | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Agitated Delirium (AGDE) <input type="checkbox"/> Cold/Flu Symptoms (COFL) <input type="checkbox"/> Hypoglycemia (HYPO) <input type="checkbox"/> Seizure-Active (SEAC) | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Airway Obstruction/Choking (CHOK) <input type="checkbox"/> Diarrhea (DRHA) <input type="checkbox"/> Hypotension (HOTP) <input type="checkbox"/> Seizure-Postical (SEPI) | | | | | | | | | | | | | | | | | |
| PHYSICAL | <input type="checkbox"/> Alcohol Intoxication (ETOH) <input type="checkbox"/> Dizziness/Vertigo (DIZZ) <input type="checkbox"/> Hypothermia/Cold Injury (COLD) <input type="checkbox"/> Sepsis (SEPS) | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Allergic Reaction (ALRX) <input type="checkbox"/> DOA-Obvious Death (DEAD) <input type="checkbox"/> Inhalation Injury (INHJ) <input type="checkbox"/> Shock (SHOK) | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> ALOC-Not Hypoglycemia or SE (ALOC) <input type="checkbox"/> Dystonic Reaction (DYRX) <input type="checkbox"/> Lower GI Bleeding (LOGI) <input type="checkbox"/> Smoke Inhalation (SMOK) | | | | | | | | | | | | | | | | | |
| VITALS | <input type="checkbox"/> Anaphylaxis (ANPH) <input type="checkbox"/> ENT/Dental Emergencies (ENTP) <input type="checkbox"/> Medical Device Malfunction-Fail (FAIL) <input type="checkbox"/> Stings/Venomous Bites (STNG) | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Behavioral/Psychiatric Crisis (PSYC) <input type="checkbox"/> Epistaxis (NOBL) <input type="checkbox"/> Nausea/Vomiting (NAVOM) <input type="checkbox"/> Stroke/CVA/TIA (STRK) | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Body Pain-Non Traumatic (BPNT) <input type="checkbox"/> Extremity Pain/Swelling-Non-Traumatic (DIZZ) <input type="checkbox"/> Newborn (BABY) <input type="checkbox"/> Submersion/Drowning (DRWN) | | | | | | | | | | | | | | | | | |
| VITALS | <input type="checkbox"/> BRUE (BRUE) <input type="checkbox"/> Eye Problem-Unspecified (EYEP) <input type="checkbox"/> No Medical Complaint (NOMC) <input type="checkbox"/> Syncope/Near Syncope (SYNC) | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> BURM (BURM) <input type="checkbox"/> Fever (FEVR) <input type="checkbox"/> Overdose/Poisoning/Ingestion (ODOPO) <input type="checkbox"/> Traumatic Arrest-Blunt (CAST) | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Carbon Monoxide (COMO) <input type="checkbox"/> Genitourinary Disorder-Unspecified (GUDDO) <input type="checkbox"/> Palpitations (PALP) <input type="checkbox"/> Traumatic Arrest-Penetrating (CAPT) | | | | | | | | | | | | | | | | | |
| VITALS | <input type="checkbox"/> Cardiac Arrest-Non-Traumatic (CANT) <input type="checkbox"/> HazMat Exposure (DCON) <input type="checkbox"/> Pregnancy Complications (PREG) <input type="checkbox"/> Traumatic Injury (TRMA) | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Cardiac Dysrhythmia (DYSR) <input type="checkbox"/> Headache-Non-Traumatic (HPNT) <input type="checkbox"/> Respiratory Arrest/Labor (LABR) <input type="checkbox"/> Upper GI Bleeding (UGBI) | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Chest Pain-Not Cardiac (CPNC) <input type="checkbox"/> Hyperglycemia (HYPR) <input type="checkbox"/> Respiratory Arrest/Failure (RARF) <input type="checkbox"/> Vaginal Bleeding (VABL) | | | | | | | | | | | | | | | | | |
| VITALS | <input type="checkbox"/> Chest Pain-STEMI (CPMI) <input type="checkbox"/> Hypertension (HYTN) <input type="checkbox"/> Respiratory Distress/Bronchospasm (SOBB) <input type="checkbox"/> Weakness-General (WEAK) | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Chest Pain-Suspected Cardiac (CPSC) | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Hypertension (HYTN) | | | | | | | | | | | | | | | | | |
| SPECIAL CIRCUMSTANCES | | | | | | | | | | | | | | | | | | |
| DNR/AHCD/POLST? <input type="checkbox"/> Y <input type="checkbox"/> N Poison Control Contacted? <input type="checkbox"/> Y <input type="checkbox"/> N DPH Notified? <input type="checkbox"/> Y <input type="checkbox"/> N ≥20wks IUP? <input type="checkbox"/> Y <input type="checkbox"/> N _____ wks Translator: _____ | | | | | | | | | | | | | | | | | | |
| Contacted MCS (LVAD)? <input type="checkbox"/> Y <input type="checkbox"/> N Suspected Abuse/Neglect? <input type="checkbox"/> Y <input type="checkbox"/> N Barriers to Pt. Care: <input type="checkbox"/> Speech <input type="checkbox"/> Hearing <input type="checkbox"/> Physical <input type="checkbox"/> Language <input type="checkbox"/> Other _____ | | | | | | | | | | | | | | | | | | |
| PHYSICAL | <input type="checkbox"/> PERL <input type="checkbox"/> Normal <input type="checkbox"/> Clear <input type="checkbox"/> Normal <input type="checkbox"/> Diaphoretic <input type="checkbox"/> 12 Lead Time: _____ <input type="checkbox"/> 2nd 12 Lead Time: _____ | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> PInpoint <input type="checkbox"/> Wheezes <input type="checkbox"/> Rales <input type="checkbox"/> Cyanotic <input type="checkbox"/> Hot <input type="checkbox"/> EMS Interpretation: _____ | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Sluggish <input type="checkbox"/> RHonchi <input type="checkbox"/> Snoring <input type="checkbox"/> Flushed <input type="checkbox"/> CoLd <input type="checkbox"/> Software Interpretation: _____ | | | | | | | | | | | | | | | | | |
| PHYSICAL | <input type="checkbox"/> Fixed & Dil. <input type="checkbox"/> Unequal <input type="checkbox"/> JVD <input type="checkbox"/> Pale <input type="checkbox"/> Artifact <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Cataracts <input type="checkbox"/> Stridor <input type="checkbox"/> Labored <input type="checkbox"/> Cap Refill: _____ <input type="checkbox"/> NoRmal <input type="checkbox"/> DDelayed <input type="checkbox"/> Wavy Baseline <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Unequal <input type="checkbox"/> Apnea <input type="checkbox"/> AMU <input type="checkbox"/> Tidal Volume <input type="checkbox"/> N <input type="checkbox"/> + <input type="checkbox"/> - <input type="checkbox"/> Paced Rhythm <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N | | | | | | | | | | | | | | | | | |
| VITALS | <input type="checkbox"/> Pt's Norm <input type="checkbox"/> Normal <input type="checkbox"/> Clear <input type="checkbox"/> Normal <input type="checkbox"/> Diaphoretic <input type="checkbox"/> 12 Lead Time: _____ <input type="checkbox"/> 2nd 12 Lead Time: _____ | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Normal <input type="checkbox"/> Clear <input type="checkbox"/> Normal <input type="checkbox"/> Diaphoretic <input type="checkbox"/> 12 Lead Time: _____ <input type="checkbox"/> 2nd 12 Lead Time: _____ | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Normal <input type="checkbox"/> Clear <input type="checkbox"/> Normal <input type="checkbox"/> Diaphoretic <input type="checkbox"/> 12 Lead Time: _____ <input type="checkbox"/> 2nd 12 Lead Time: _____ | | | | | | | | | | | | | | | | | |
| MEDICATIONS / RHYTHM / DEBRILLATION | | | | | | | | | | | | | | | | | | |
| Time | TM# | BP | Pulse | RR | O2 Sat | Pain | CO2 | Temp | Time | TM# | Rhythm | Meds | Defib | Dose | Dose Units | Route | Result | |
| / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | |
| / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | |
| / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | |
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| / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | / | |
| Morphine Given: _____ mg Wasted: _____ mg | | | | | | | | | | | Midazolam Given: _____ mg Wasted: _____ mg | | Fentanyl Given: _____ mcg Wasted: _____ mcg | | Narcotic Wasted: RN Witness | | | |
| Signature TM completing form | | | | | | | | | | | Sig #1 | | Sig #2 | | Reviewed By | | | |
| Reassessment after Therapies and/or Condition on Transfer: | | | | | | | | | | | | | | | | | | |
| Care Transferred To: | <input type="checkbox"/> Facility | <input type="checkbox"/> ALS | <input type="checkbox"/> BLS | <input type="checkbox"/> Heli | Transfer VS | Time | TM# | BP / | Pulse | RR | O2 Sat | CO2 | Rhythm | CPAP Pressure | GCS | E | V | M |
| Signature TM completing form | | | | | | | | | | | Sig #1 | | Sig #2 | | Reviewed By | | | |

SUBJECT: **ASSESSMENT UNIT INVENTORY**

PURPOSE: To provide a standardized minimum inventory on all Assessment Units.

PRINCIPLE:

1. Any equipment or supplies carried for use in providing emergency medical care must be maintained in good working order.
2. The minimum required amounts may be augmented according to anticipated needs in consultation with the Provider Agency Medical Director and the Medical Director of the Emergency Medical Services Agency

POLICY:

- I. Assessment Units shall carry the following equipment. Reasonable variations may occur; however, any exceptions must have prior approval of the EMS Agency.
- II. All sharps must comply with CCR, Title 8, Section 5193, Bloodborne Pathogens.

| MEDICATIONS* | | | |
|------------------------------|---------------|--|--|
| Adenosine | 6mgs | Glucagon | 1mg |
| Albuterol (pre-mixed w/ NS) | 5mgs | Ketorolac 15mgs/mL | 4 |
| | | OR Ketorolac 30mgs/2mLs | 2 |
| Aspirin (chewable 81 mg) | 648mgs | Naloxone | 2mgs |
| Atropine sulfate (1mg/10ml) | 1mg | Normal saline (for injection) | 2 vials |
| Dextrose 10% / Water 250mL | 1 | Nitroglycerin (SL) spray, tablets, or single dose powder packets | 1 pump/ bottle/ or 36 packets |
| Dextrose - glucose paste/gel | 45gms | Olanzapine 10mg ODT | 20mgs |
| Epinephrine (1mg/mL) | 1mg | Ondansetron 4mg ODT | 16mgs |
| Epinephrine (0.1mg/mL) | 2mgs | Ondansetron 4mg IV | 16mgs |
| | | Sodium bicarbonate | 50mls |
| INTRAVENOUS FLUIDS | | | |
| Normal saline 250 or 500 mL | 2 bags | | |
| SUPPLIES* | | | |
| Airways – Oropharyngeal: | | Bag-Mask Ventilation (BMV) – Masks: | |
| Large | 1 | Large | 1 |
| Medium | 1 | Medium | 1 |
| Small Adult/Child | 1 | Small Adult/Child | 1 |
| Infant | 1 | Toddler | 1 |
| Neonate | 1 | Infant | 1 |
| | | Neonate | |

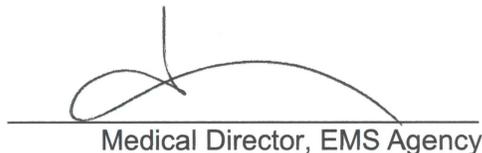
EFFECTIVE: 01-01-78

REVISED: 12-01-23 (or effective upon completion of EMS Update 2023)

SUPERSEDES: 07-01-23

APPROVED:


 Director, EMS Agency


 Medical Director, EMS Agency

| SUPPLIES*(continued) | | | |
|--|----------------|--|-----------------------|
| Adhesive dressing (Band-Aids®) | 5 | Tube Introducer | 2 |
| Alcohol prep pads | 5 | Magill Forceps: | |
| Bag-Mask-Ventilation (BMV) device w/O ₂ inlet & reservoir: | | Adult | 1 |
| Bag Volume >900 mL mL ⁶ | 1 | Pediatric | 1 |
| Bag Volume 400-700 mL ⁶ | 1 | Mucosal Atomization Device (MAD) | 2 |
| Bag Volume 200-450mL ⁶ | 1 | Needle, filtered-5micron ¹ | 1 |
| Burn pack or burn sheet | 1 | Normal saline for irrigation | 1 bottle |
| Cardiac Monitor-Defibrillator w/ oscilloscope | 1 | OB pack & bulb syringe ⁷ | 1 |
| Defibrillator pads or paste (including pediatric) | 2 | Oxygen cannulas: | |
| ECG Electrodes: | | Adult | 1 |
| Adult | 6 | Pediatric | 1 |
| Pediatric | 6 | Oxygen Masks (non-rebreather): | |
| Pulse Oximeter | 1 | Adult | 1 |
| Waveform Capnography | 1 | Pediatric | 1 |
| Noninvasive blood pressure monitor | 1 | Infant | 1 |
| Transcutaneous pacing | 1 | Standardized Pediatric Length-Based Resuscitation Tape, approved by the EMS Agency (e.g., Broselow 2011A or newer) | 1 |
| ECG, 12-lead & transmission capable | 1 | | |
| Cervical collars (rigid): | | Personal Protective Equipment | |
| Adult (adjustable) | 1 | Mask | 1 per provider |
| Pediatric | 1 | Gown | 1 per provider |
| Color Code Drug Doses, Ref. No. 1309 | 1 | Eye protection | 1 per provider |
| Contaminated needle container | 1 | Radio transmitter receiver (Hand-Held) ⁴ | 1 |
| Commercial Catheter-Over-Needle Chest Decompression Needles 3.0-3.5" 14G | 2 | Saline locks | 2 |
| | | Scissors | 1 |
| Endotracheal tubes with stylets Sizes: 6.5-7.5 | 1 each | Sphygmomanometer: | |
| | | Thigh | 1 |
| End Tidal CO ₂ Detector (Adult) | 1 | Adult | 1 |
| Filter, viral HEPA | 2 | Pediatric | 1 |
| Flashlight or Penlight | 1 | Infant | 1 |
| Gauze sponges 4x4 (sterile) | 4 | Suction Unit (portable) w/adapter | 1 |
| Gauze bandages | 2 | Stethoscope | 1 |
| Gloves, unsterile | 6 pairs | Tape (various types, must include cloth) | 2 |
| Glucometer w/ strips | 1 | | |
| Lancets (automatic retractable) | 2 | | |
| Hand-held nebulizer pack | 1 | | |

| SUPPLIES*(continued) | | | |
|--|---------------|---|-----------------|
| Intravenous catheters: Sizes 16G - 22G | 2 each | Suction catheters: | |
| Intravenous Tubing - macrodrip | 2 | Size 8Fr. | 1 |
| Laryngoscope Blades: | | Size 10Fr. | 2 |
| Adult, curved and straight | 1 each | Size 12Fr. | 4 |
| Pediatric, Miller #1 & #2 | 1 each | Tonsillar Tip | 1 |
| Laryngoscope Handle: | | Syringes sizes: 1ml – 60ml w/ luer adapter | assorted |
| Adult (compatible w/ pediatric blades) | 1 | Thermometer (Oral or axillary) | 1 |
| i-gel (Disposable Supraglottic Airway): | | Tourniquets (IV) | 2 |
| Neonate (size 1) | 1 | Tourniquets (commercial for bleeding control) | 2 |
| Infant (size 1.5) | 1 | Vaseline gauze | 2 |
| Small pediatric (size 2) | 1 | Manometer ⁵ | 2 |
| Large pediatric (size 2.5) | 1 | | |
| Small adult (size 3) | 1 | | |
| Medium adult (size 4) | 1 | | |
| Large adult+ (size 5) | 1 | | |
| APPROVED OPTIONAL EQUIPMENT | | | |
| Albuterol Metered-Dose-Inhaler (MDI) ⁸ | | MDI Mask ⁸ | |
| Continuous Positive Airway Pressure (CPAP) Device ² | | MDI Spacer ⁸ | |
| Hemostatic Dressings – EMS Authority Approved Dressings Only | | Splints: Long & Short | |
| Intraosseous Device: ² Adult & Pediatric | | Splints - traction: Adult & Pediatric | |
| Lidocaine 2% ³ | | Airflow Meter Device with rate and volume capability ⁵ | |
| Oxygen Masks - Simple | | Tranexamic Acid (TXA) 1gm ⁹ | |
| | | Normal saline 50 or 100 mL bag ^{9,10} | |

¹ Optional, if not utilizing glass ampules.

² Requires EMS Agency approval, which includes an approved training program and QI method prior to implementation.

³ Utilized with infusions through IO access.

⁴ Los Angeles County Department of Communications, Spec. No. 2029/2031/2033.

⁵ An airflow meter device or monitor/defibrillator with rate and volume feedback capability may be substituted for or in addition to a manometer.

⁶ Device volume, not delivered volume.

⁷ OB kits w/ clamps / scissors (no scalpels).

⁸ All required if using Albuterol / Metered Dose Inhaler.

⁹ Requires TXA 1gm and NS 50-100mL bag

¹⁰ Tranexamic Acid (TXA) premix 1gm in 50-100mL replaces the NS 50-100mL requirement

This policy is intended as an Assessment Unit inventory only. Supply and resupply shall be in accordance with Ref. No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles.

CROSS REFERENCES:

Prehospital Care Manual:

Ref. No. 416, **Assessment Unit**

Ref. No. 701, **Supply and Resupply of Designated EMS Provider Units/Vehicles**

DEPARTMENT OF HEALTH SERVICES
 COUNTY OF LOS ANGELES

SUBJECT: **ALS UNIT INVENTORY**

REFERENCE NO. 703

PURPOSE: To provide a standardized minimum inventory on all Advanced Life Support (ALS) Units.

PRINCIPLE: Any equipment or supplies carried for use in providing emergency medical care must be maintained in good working order.

POLICY:

- I. Providers may only carry one narcotic analgesic on the ALS units. Provider Agency Medical Directors may request approval from the Emergency Medical Services (EMS) Agency's Medical Director to carry Fentanyl.
- II. ALS Units shall carry the following equipment. Reasonable variations may occur; however, any exceptions must have prior approval of the EMS Agency. Transport vehicles shall also be equipped and supplied according to the Department of the California Highway Patrol, California Administrative Code, Title 13.
- III. All sharps must comply with CCR, Title 8, Section 5193, Bloodborne Pathogens.

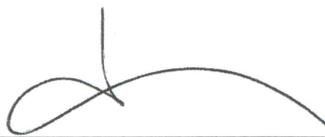
| MEDICATIONS | | | |
|------------------------------|----------------|--|--|
| Adenosine | 24mgs | Glucagon | 1mg |
| Albuterol (pre-mixed w/ NS) | 20mgs | Ketorolac 15mgs/mL OR | 4 |
| Amiodarone | 900mgs | Ketorolac 30mgs/2mLs | 2 |
| Aspirin (chewable 81mg) | 648mgs | Lidocaine 2% ⁴ | 200mgs |
| Atropine sulfate (1mg/10mL) | 3mgs | Midazolam ⁵ | 20mgs |
| Calcium chloride | 1gm | Morphine sulfate ⁶ | 20mgs |
| Dextrose 10% / Water 250mL | 3 bags | Naloxone | 4mgs |
| Dextrose - glucose paste/gel | 45gms | Normal saline (for injection) | 2 vials |
| Diphenhydramine | 100mgs | Nitroglycerin (SL) spray, tablets, or single dose powder packets | 1 pump/ bottle/ or 36 packets |
| Disaster Cache ¹ | 1 | Olanzapine 10mg ODT | 40mgs |
| Epinephrine (1mg/mL) | 5mgs | Ondansetron 4mg ODT | 16mgs |
| Epinephrine (0.1mg/mL) | 7mgs | Ondansetron 4mg IV | 16mgs |
| Fentanyl ^{2, 3} | 500mcgs | Sodium bicarbonate | 50mLs |
| | | Tranexamic Acid (TXA) | 2gms |
| INTRAVENOUS FLUIDS | | | |
| Normal saline 1000 mL | 6 bags | Normal saline 50 or 100 mL ¹³ | 2 bags |

EFFECTIVE: 01-01-78
 REVISED: 01-01-25
 SUPERSEDES: 12-01-23

PAGE 1 OF 4

APPROVED:


 Director, EMS Agency


 Medical Director, EMS Agency

| SUPPLIES | | | |
|--|---------------|--|---------------|
| Adhesive dressing (Band-Aids®) | 1 box | Color Code Drug Doses, Ref. No. 1309 | 1 |
| Airways – Nasopharyngeal: | | Commercial Catheter-Over-Needle Chest Decompression Needles 3.0-3.5" 14G | 2 |
| Large (34-36) | 1 | Contaminated needle container | 1 |
| Medium (26-28) | 1 | Continuous Positive Airway Pressure (CPAP) device: ³ | |
| Small (20-22) | 1 | | |
| Airways – Oropharyngeal: | | Small | 1 |
| Large | 1 | Medium | 1 |
| Medium | 1 | Large | 1 |
| Small Adult/Child | 1 | Endotracheal tubes w/ stylets Sizes 6.0-8.0 | 2 each |
| Infant | 1 | Tube introducer | 2 |
| Neonate | 1 | End Tidal CO2 Detector (Adult) | 1 |
| Alcohol prep pads | 1 box | Extrication device or short board | 1 |
| Backboards | 2 | Filter, viral HEPA | 2 |
| Bag-Mask-Ventilation (BMV) device w/ O2 inlet & reservoir: | | Flashlight or penlight | 1 |
| Bag Volume >900 mL ⁷ | 1 | Gauze bandages | 6 |
| Bag Volume 400-700 mL ⁷ | 1 | Gauze sponges 4x4 (sterile) | 12 |
| Bag Volume 200-450 mL ⁷ | 1 | Gloves, sterile | 2 pair |
| Bag-Mask-Ventilation (BMV) Masks: | | Gloves, unsterile | 1 box |
| Large | 1 | Glucometer w/ strips | 1 |
| Medium | 1 | Lancets (automatic retractable) | 5 |
| Small Adult/Child | 1 | Hand-held nebulizer pack | 2 |
| Toddler | 1 | Hemostats, padded | 1 |
| Infant | 1 | Intraosseous device: ³ | |
| Neonate | 1 | | |
| Burn pack or burn sheet | 1 | Adult | 1 |
| Cervical collars (rigid): | | Pediatric | 1 |
| Adult (adjustable) | 4 | Intravenous catheters: Sizes 16G - 22G | 5 each |
| Pediatric | 2 | Intravenous tubing - Macrodrip | 12 |
| Cardiac Monitor-Defibrillator w/ oscilloscope | 1 | i-gel (Disposable Supraglottic Airway): | |
| Defibrillator pads or paste (including pediatric) | 2 each | Neonate (size 1) | 1 |
| ECG electrodes: | | Infant (size 1.5) | 1 |
| Adult | 6 | Small pediatric (size 2) | 1 |
| Pediatric | 6 | Large pediatric (size 2.5) | 1 |
| Pulse oximeter | 1 | Small adult (size 3) | 1 |
| Noninvasive blood pressure monitor | 1 | Medium adult (size 4) | 1 |
| Transcutaneous pacing | 1 | Large adult+ (size 5) | 1 |
| Waveform capnography | 1 | Laryngoscope blades: | |
| ECG, 12-lead & transmission capable | 1 | Adult: curved & straight | 1 each |
| | | Pediatric: Miller #1 & #2 | 1 each |

| SUPPLIES (continued) | | | |
|--|-----------------------|---|-----------------|
| Laryngoscope handle: | | Saline locks | 4 |
| Adult (compatible w/ pediatric blades) | 1 | Scissors | 1 |
| Magill forceps: | | Sphygmomanometer: | |
| Adult | 1 | Thigh | 1 |
| Pediatric | 1 | Adult | 1 |
| Manometer | 2 | Pediatric | 1 |
| Mucosal Atomization Device (MAD) | 3 | Infant | 1 |
| Needle, filtered-5micron ⁸ | 2 | | |
| Normal saline for irrigation | 1 bottle | Splints: | |
| OB pack & bulb syringe ⁹ | 1 | Long | 2 |
| Oxygen cannulas: | | Short | 2 |
| Adult | 3 | Splints – traction: | |
| Pediatric | 3 | Adult | 1 |
| Oxygen masks – (non-rebreather): | | Pediatric | 1 |
| Adult | 4 | Stethoscope | 1 |
| Pediatric | 2 | Suction unit (portable) w/adaptor | 1 |
| Infant | 2 | Suction catheters: | |
| | | Size 8Fr. | 1 |
| | | Size 10Fr. | 2 |
| | | Size 12Fr. | 4 |
| | | Tonsillar tip | 1 |
| Standardized Pediatric Length-Based Resuscitation Tape, approved by the EMS Agency (e.g., Broselow 2011A or newer) | 1 | Syringes sizes: 1mL – 60mL w/ luer adapter | assorted |
| Personal Protective Equipment: | | Tape (various types, must include cloth) | 1 |
| Mask | 1 per provider | Thermometer (Oral or axillary) | 1 |
| Gown | 1 per provider | Tourniquets (IV) | 2 |
| Eye protection | 1 per provider | Tourniquets (commercial for bleeding control) | 2 |
| Radio transmitter receiver (Hand-Held) ¹⁰ | 1 | Vaseline gauze or commercial occlusive seal | 2 |

| APPROVED OPTIONAL EQUIPMENT | |
|--|--|
| Hemostatic dressings–EMS Authority approved dressings only | Pediatric laryngoscope handle - FDA Approved |
| Intravenous tubing, blood | Resuscitator w/ positive pressure demand valve (flow rate not to exceed 40L/min) |
| Mechanical CPR device ³ | Albuterol / Metered Dose Inhaler (MDI) ¹² |
| Metered-Dose-Inhaler (MDI) Spacer ¹² | Metered-Dose-Inhaler (MDI) Mask ¹² |
| Normal saline 250 or 500 mL | Airflow Meter Device with rate and volume capability ¹¹ |
| Oxygen masks - simple | |

¹ Disaster Cache minimum contents include: (9) DuoDote kits or equivalent;

And when available: (6) AtroPen Auto Injector 1.0mg

(6) AtroPen Auto Injector 0.5mg – Pediatric Use

² Fentanyl carried on ALS Unit is not to exceed 1500mcgs.

³ Requires EMS Agency approval, which includes an approved training program & QI method prior to implementation.

- ⁴ Utilized w/ infusions through IO access.
- ⁵ Midazolam carried on ALS Unit is not to exceed 40mgs.
- ⁶ Morphine sulfate carried on ALS Unit is not to exceed 60mgs.
- ⁷ Device volume, not delivered volume.
- ⁸ Optional, if not utilizing glass ampules.
- ⁹ OB kits w/ clamps / scissors (no scalpels).
- ¹⁰ Los Angeles County Department of Communications, Spec. No. 2029/2031/2033.
- ¹¹ An airflow meter device or monitor/defibrillator with rate and volume feedback capability may be substituted for or in addition to a manometer.
- ¹² All required if using Albuterol / Metered Dose Inhaler.
- ¹³ Tranexamic Acid (TXA) premix 1gm in 50-100mL x 2 replaces the NS 50-100mL bag requirement

This policy is intended as an ALS Unit inventory only. Supply and resupply shall be in accordance with Ref. No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles.

CROSS REFERENCES:

Prehospital Care Manual:

- Ref. No. 701, **Supply and Resupply of Designated EMS Provider Units/Vehicles**
- Ref. No. 702, **Controlled Drugs Carried on ALS Units**
- Ref. No. 710, **Basic Life Support Ambulance Equipment**
- Ref. No. 712, **Nurse Staffed Specialty Care Transport Unit Inventory**
- Ref. No. 1104 **Disaster Pharmaceutical Caches Carried by First Responders**

NEW

City of Sierra Madre

PARAMEDIC SUBSCRIPTION PROGRAM



for Individuals, Households, Business
and Modest-Income Families

*This subscription service is only available to Sierra Madre residents and business.

*Introducing the **NEW** Sierra Madre
Paramedic Subscription Program*



The City of Sierra Madre is proud to introduce the new Paramedic Subscription Program, a cost-effective solution to help **residents, households, businesses, and families with financial challenges** manage the expense of emergency medical responses.

For a small annual fee, members gain financial protection for paramedic and ambulance services not covered by their primary insurance. Acting as secondary insurance, the program covers additional fees and helps minimize out-of-pocket costs for emergency medical services and transportation.

All Sierra Madre residents and business owners are eligible to enroll in this valuable program, which ensures peace of mind and coverage for emergency services provided by the Sierra Madre Fire Department or its authorized ambulance service within the city.

Take advantage of this program today and protect yourself, your family, or your business from unexpected medical expenses.

*For additional information, please contact the Fire Dept.
at 626-355-3611, email fire@cityofsierramadre.com or visit
City Hall during regular business hours.*



NEW

City of Sierra Madre

PARAMEDIC SUBSCRIPTION PROGRAM



Signup Form

*This subscription service is only available to Sierra Madre residents and business.



ANNUAL FEES

- Residents: \$89 per year for single resident;
\$142 for two member household;
\$158 for three member household. (each additional member: \$18 capped at 5 people).
- Discounted fee of \$45 per year for qualifying modest-income household.
- Businesses: starting at \$100 for 10 employees and each additional 10 employees :\$100.

SUBSCRIBER(S) INFORMATION

Residential Business

Subscriber Name _____

Business Name (if applicable) _____

Home/Business Address _____

Phone Number _____ Email _____

Additional Subscriber Name(s) _____

Emergency Notification Signup NIXLE Smart911 Genasys Protect

*For additional information, please contact the Fire Dept.
at 626-355-3611, email fire@cityofsierramadre.com or visit City Hall
during regular business hours. Payments may be made in person at City
Hall or mailed to: Sierra Madre Fire Department
Attn: Paramedic Subscription Program*





City of Sierra Madre Agenda Report

City Council

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

Sue Spears, City Treasurer

TO: Mayor Parkhurst and Sierra Madre City Council

FROM: Clare Lin, Acting Director of Planning and Community Preservation
Aleks Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: February 11, 2025

SUBJECT: **SIGN PLACEMENT IN PUBLIC PARKWAYS**

STAFF RECOMMENDATION

Staff recommends the City Council discuss and provide direction.

ALTERNATIVES

1. Amend Sierra Madre Municipal Code Chapter 17.72 to prohibit the placement of signs on public property; or
2. Amend Sierra Madre Municipal Code Chapter 17.72 to establish guidelines on the placement of signs in parkway.

SUMMARY

At the December 10, 2024 Council Meeting, Mayor Pro Tem Lowe directed staff to agendize the topic of sign placement in parkways. Staff is providing analysis and additional information.

ANALYSIS

In Sierra Madre Municipal Code ("SMMC") Section 10.04.130, "parkway" is defined to mean "that portion of the a street other than a traveled roadway." It is commonly referred to as the portion of the street between the sidewalk and the public right-of-way, often containing some form of landscaping.

The SMMC does not contain a specific rule regarding sign placement in parkways. However, SMMC 17.72.020(C) does prohibit all signs on public property or right-of-way, except for garage and yard sale signs regulated under SMMC 17.20.020(J)(6). Since the parkway is public property, staff interprets the prohibition to apply to signs placed in the parkway, as well. The restrictions ensure that signs in the public right-of-way do not block pedestrian pathways, utility access, or traffic visibility.

On December 10, 2024, Mayor Pro Tem Lowe directed staff to agendize a discussion of political and election related signs in the parkway. Per SMMC 17.72.010, “Political sign’ means any sign expressing a political, religious, or other ideological sentiment not involving an election.” Per SMMC 17.72.010, “Election sign’ means any sign concerning candidates for elective office or involving a ballot measure.”

Both political and election related signs are prohibited in the parkway under SMMC 17.72.020(C). This prohibition may create challenges, especially during election season, when residents seek to display signs supporting candidates or ballot measures. The prohibition is also legally suspect as an exception exists for garage or yard sale signs.

Cities may ban the posting of signs on public property. (*Members of the City Council of Los Angeles v. Taxpayers for Vincent* (1984) 466 US 789, 814.) However, the prohibition cannot be based on the content of the sign (political/election v. garage/yard sale). A regulation “is content based if [it] applies to particular speech because of the topic discussed or the idea or message expressed.” (*Reed v. Town of Gilbert* (2015) 576 US 155, 163.)

The relevant provisions of the City’s sign ordinance have not been amended since 2003. Staff recommends the City consider an amendment that would either:

- 1) Prohibit the placement of signs on public property, without a content-based exception; or
- 2) Permit signs subject to content-neutral regulations such as size, color, location, etc.

Further, political signs are regulated under SMMC 17.72.030(L) and election signs are regulated under SMMC 17.72.030(K). The City Council may consider amending those provisions to ensure the regulations are content-neutral and enforceable.

Factors to consider in drafting an amendment:

- **Enhanced Community Engagement:** Allowing election and nonprofit signs in designated areas fosters greater civic participation and supports the democratic process by enabling residents to express their views and support.
- **Enforcement Challenges:** While expanding the allowable area for sign placement addresses the ambiguity of enforcement under the current ordinance, it also introduces new challenges. Allowing signs in the public right-of-way will likely require additional enforcement resources to regulate compliance, including ensuring signs do not block pedestrian pathways, utility access, or traffic visibility. Fallen signs, improper installations, and unauthorized signage could create enforcement burdens, turning the amendment into a significant workload for staff. Furthermore, the accumulation of discarded or damaged signs may result in visual clutter and maintenance concerns, compounding enforcement and operational issues.
- **Balanced Approach to Public Safety:** The proposed amendments shall include clear guidelines and requirements for number of signs and sign placement to ensure public safety. Signs must not block pedestrian pathways, vehicular traffic, or obstruct visibility at intersections, thereby minimizing potential hazards. However, it is important to note that allowing signs in the public right-of-way introduces an added risk for the City’s risk

management. Improperly placed or fallen signs may create trip hazards, which could expose the City to liability concerns, particularly in parkway areas where the boundary between public and private property is unclear.

Any proposed amendment should strike a balance between maintaining public safety and accommodating the community's need for expression and information. By allowing sign placement in parkway areas, the City can address enforcement challenges and foster a more inclusive environment for civic participation. Nonetheless, the City should carefully consider the additional risk to liability and risk management posed by potential trip hazards in these designated areas.

FINANCIAL REVIEW/SOURCE OF FUNDING

There is no financial impact related to this discussion item. Staff time was incurred in the preparation of this report.

ENVIRONMENTAL (CEQA)

Not applicable.

PUBLIC NOTICE PROCESS

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

ATTACHMENT

Attachment A: Sierra Madre Municipal Code Chapter 17.72 Signs.

Chapter 17.72 SIGNS*

Sections:

17.72.005 Purpose.

This chapter provides standards for signs to safeguard life, health, property, safety and public welfare, while encouraging creativity, variety, compatibility and enhancement of the city's visual image. The specific purposes of the sign regulations are to:

- A. Provide each sign user an opportunity for effective identification by regulating the time, place and manner under which signs may be displayed;
- B. Ensure freedom of expression for all sign types by maintaining a content-neutral approach to sign regulations;
- C. Regulate the number and size of signs according to standards consistent with the purpose of each zoning district;
- D. Protect the motoring public from visual intrusion and competition for attention that could cause traffic safety issues;
- E. Encourage creative, well-designed signs that contribute in a positive manner to the city's visual environment and help maintain an image of quality for the city; and,
- F. Ensure that signs are responsive to the aesthetics and character of their particular location (adjacent buildings and surrounding neighborhood) and that are compatible and integrated with the building's architectural design, including historic elements, and with other signs on the property.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

17.72.010 Definitions.

Unless it is apparent from the context that another meaning is intended, the following words when used herein shall have the meaning attached to them by this section.

"Abandoned sign" means any sign or sign structure is considered abandoned if for a period of ninety consecutive days or more, there is no sign copy appearing on the sign, or if the establishment to which the sign is attached has ceased operation and where the sign has been forsaken or deserted.

"Alteration" means a change of sign text, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.

"Animated sign" means any sign or part thereof that uses movement, lighting or special materials to depict action or create a special effect to imitate movement.

"Area of sign" means the surface space within a single continuous perimeter containing the sign message together with any frame, material or color forming an integral part of the display, but excluding support structures and incidental parts not drawing attention to the subject matter. The area of a sphere or other irregular shaped sign shall be measured by its projection or sight area.

"Awning" means any permanent or temporary structure attached to and wholly supported by a building, and installed over or in front of openings or windows and consisting of a fixed or movable frame and a top of canvas or other similar material covering the entire space enclosed between the frame and the building.

"Canister signs" means a sign that contains all the text and/or logo symbols within a single enclosed cabinet that may or may not be illuminated.

"Canopy" means any structural, ornamental roof-like appendage, freestanding or attached to a building, including roof overhangs, but excepting awnings.

"Clearance" means the vertical distance between the bottom of a sign and the finished grade below the sign.

"Directional sign" means an on-site sign designed and erected solely for the purpose of directing vehicular and/or pedestrian traffic safely within a project, pursuant to Section 17.72.130 herein.

"Double-faced sign" means any single sign structure having two sign face areas, with each face oriented up to one hundred eighty degrees from the other.

"Election sign" means any sign concerning candidates for elective office or involving a ballot measure.

"Face of building" means the general outer surface of the main exterior wall of any building, not including cornices, bay windows and other ornamental trim.

"Freestanding sign" means a sign supported by one or more posts erected on the ground.

"Illuminated sign" means any sign that has a source of light on the surface of the sign or in the interior of the sign itself.

"Indirectly lighted sign" means any sign that is illuminated from a remote location.

"Marquee" means a permanent projecting roof structure attached to and supported by a building wall, which may project over a public right-of-way.

"Neighborhood shopping centers" means three or more businesses, with separate entrances, that function as an integral unit and which utilize common off-street parking and access.

"Outdoor advertising structure" means any sign that has a flat surface sign space upon which advertising may be posted, painted or affixed, and that is primarily designed for the rental or lease of such sign space for advertising not relating to the use of the property upon which the sign exists.

"Outside display" means any permitted amount of goods, merchandise, material, landscape items or similar articles that are placed immediately outside a business. Such outside display shall not include prices, advertisements, or information regarding goods and services offered.

"Painted signs" means any sign that incorporates or utilizes no other materials than paint, located on any building surface excepting windows.

"Pedestrian oriented signs" means a sign that is mounted from a building façade or awning such that it hangs directly over a public sidewalk or building walkway and that it is designed, installed and intended to be viewed primarily by individuals walking by or near the store front. Such signs include projecting blade signs.

"Political sign" means any sign expressing a political, religious, or other ideological sentiment not involving an election.

"Portable sign" means a moveable temporary sign designed and placed immediately outside the location of a business. This includes A-frame and similar signs.

"Projecting sign" means any sign, the surface of which is not parallel to the face of the supporting wall and that is supported wholly by such wall. Signs on marquees that extend over the right-of-way that are placed so as

not to be parallel with the street shall be considered projecting signs. This definition shall include "V" or wing-type signs, blade and bracket signs.

"Roof sign" means any sign erected upon or over the roof or parapet of any building and supported in whole or in part by the building.

"Sign" means any device for visual communication, including any announcement, declaration, display, illustration or insignia that is used to advertise or promote the products or services of any person, business group or enterprise available on the lot where located. Architectural features consisting of an integral structural part of a building shall not be considered a sign.

"Sign height" means the vertical distance measured from the ground level to the top of the sign.

"Temporary sign" means any sign, banner, decorative flag, pennant, valance, advertising display or other item intended to draw attention to, or provide information for a business. Such signs are typically constructed of cloth, canvas, light fabric, cardboard, wood, Plexiglas, wall board or other light materials with or without frames.

"Wall sign" means any sign affixed to the wall of any building or structure, in essentially a flat position on the wall.

"Window sign" means any sign painted on or affixed to the inside of a window.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

17.72.020 Prohibited signs.

The following signs are inconsistent with the purposes and standards of this chapter and are therefore prohibited:

- A. Rotating, moving, flashing, changing, reflecting or blinking signs except time and temperature signs and other public service signs which may produce a changing message with lights, which does not create any traffic hazards and subject to approval of the planning commission;
- B. Animated signs;
- C. Signs on public property or right-of-way unless otherwise authorized within this chapter, and as provided in Section 17.20.020(J)(6);
- D. All off-site signs;
- E. Outdoor advertising structures, defined herein and commonly called "billboards";
- F. Signs employing exposed neon tubing, excluding reverse channel letters with silhouette illumination, neon signs approved under a creative sign permit and neon window signs not exceeding ten percent of the window area;
- G. Abandoned business signs;
- H. Canister signs also know as "can" or "cabinet" signs; and,
- I. Roofmounted signs.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

17.72.030 General provisions.

The following general sign provisions and regulations shall apply.

- A. Sign Placement. Signs shall be placed facing the public right-of-way, interior courtyards or parking areas. Signs shall not be placed in a manner to interfere with the privacy or enjoyment of residences.
- B. Trade Construction Signs. One sign advertising the various construction trades shall be permitted on construction sites where there is an active building permit. Such signs shall not exceed thirty-two square feet in area.
- C. Proper Maintenance of Signs. The user, owner or lessee of a sign authorized hereunder shall maintain the sign in good repair with all illumination, if any, functioning, with all letters intact, and colors that are not faded. A sign that is not in good repair is a nuisance and shall be abated pursuant to the Sierra Madre Municipal Code.
- D. "No Trespassing" Signs. A "no trespassing" or "no dumping sign" not exceeding three square feet shall be permitted for public health and safety purposes in addition to other authorized signs.
- E. Freestanding Sign Height. Unless otherwise specified, the maximum height for freestanding signs shall be six feet.
- F. Painted Window Signs—Size. The maximum area of a painted window sign is twenty percent of each windowpane and the sign copy shall be changed at least every forty-five days.
- G. Awning signs. Signs on awnings are permitted provided the sign copy is limited to the valance if one exists, or covers not more than twenty percent of the awning surface, if no valance exists.
- H. Projection of Signs. The following schedule shall be applied to all those signs that project over public rights-of-way excluding those signs mounted directly on a marquee.

| Clearance | Maximum Projection |
|--------------|---|
| Less than 8' | Not permitted |
| 8' to 16' | 1' plus 6" for each foot of clearance in excess of 8' |
| Over 16' | 5' |

- I. Marquee Signs. Signs may be mounted on the side and face perimeter of a marquee provided that those signs do not project more than one foot above said marquees. Signs mounted on the sides of marquees shall not project toward the street further than the edge of the marquee. Signs may be mounted under marquees provided that the clearance is a minimum of eight feet.
- J. Glare from Signs. All illuminated signs in all zones shall be designed in such manner as to avoid undue glare or reflection of light on private property in the surrounding area and so as not to create a traffic safety hazard.
- K. Election Sign Regulations. Election signs are permitted without a permit in all zones, however, the following regulations apply to candidates, their campaign committee(s) and their respective signs.
 1. A one hundred dollar cash bond shall be posted with the city to guarantee removal of election signs by candidates or their campaign committee(s) for all signs related to the campaign;
 2. Signs shall not exceed six square feet in area with the aggregate signage for each lot not exceeding eighteen square feet and signs shall not exceed six feet in height above the adjacent grade;
 3. Signs shall not be illuminated in residential zones;
 4. Signs shall not be nailed to trees, fences, public utility poles and shall not be located on city facilities;

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5. Signs shall be designed and placed in a manner that does not create a vehicular or pedestrian traffic safety hazard as determined by the city engineer.
 6. Signs shall be removed within ten days after the election or bond posted shall be forfeited and the city shall use whatever part of the bond money as is necessary for removal. Any amount of the bond remaining shall be refunded upon request made within ninety days after the election; and
 7. The one hundred dollar bond requirement shall also apply to signs located at campaign or party headquarters.
- L. Political Sign Regulations. Political signs are permitted without a permit in all zones subject to the following regulations:
1. Signs shall not exceed six square feet in area with no side greater than three feet and the aggregate signage for each lot not exceeding twelve square feet and signs shall not exceed six feet in height above the adjacent grade;
 2. Signs shall not be illuminated in residential zones;
 3. Signs shall not be nailed to trees, fences, public utility poles and shall not be located in the public right-of-way; and
 4. Signs shall be designed and placed in a manner that does not create a vehicular or pedestrian traffic safety hazard as determined by the city engineer.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

17.72.040 Sign regulations—R-1 and R-2 zones.

- A. The following sign types and sizes are permitted without a permit:
1. A nameplate not exceeding one square foot in area containing the name and address of occupant of the premises;
 2. One unlighted sign not exceeding six square feet in area pertaining only to the sale, lease or hire of the particular building, property or premises upon which displayed;
 3. Historic plaques and markers provided that are approved by the planning commission.
- B. A sign permit shall, however, be required for signs up to twenty square feet in area per side for multiple dwellings, hotels, clubs, lodges, churches, schools, parks and signs approved under a conditional use permit.
- C. Signs exceeding twenty square feet per side are prohibited.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1435, § 9, 10-27-20)

17.72.050 Sign regulations—R-3 zones.

- A. The following types and sizes of non-illuminated signs are permitted without a permit, provided that they are installed flat against an onsite building or structure and shall not extend above the top of the wall to which they are affixed:
1. One nameplate per unit not exceeding one square foot in area containing the name and address of occupant of the premises;

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2. One sign with the name and address of the building not to exceed two and one-half square feet in area; and
 3. One sign not to exceed nine square feet in area, pertaining only to the sale, lease or hire of only the particular building, property or premises upon which displayed.
- B. A sign permit shall, however, be required for illuminated signs and signs in excess of the size limits set forth in, or otherwise inconsistent with, subsection A above.
- C. Signs exceeding twenty square feet per side are prohibited.
- (Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1389, Exh. A, § 30, 7-11-17; Ord. No. 1466, § 92, 3-28-23)

17.72.060 Sign regulations—R-E overlay zone.

- A. The following types and sizes of non-illuminated signs are permitted without a permit, provided that they are installed flat against an onsite building or structure and shall not extend above the top of the wall to which they are affixed:
1. One nameplate per unit not exceeding one square foot in area containing the name and address of occupant of the premises;
 2. One sign with the name and address of the building and business not to exceed five square feet in area; and
 3. One sign not to exceed nine square feet in area, pertaining only to the sale, lease or hire of only the particular building, property or premises upon which displayed.
- B. A sign permit shall, however, be required for illuminated signs and signs in excess of the size limits set forth in, or otherwise inconsistent with, subsection A above.
- C. Signs exceeding twenty square feet per side are prohibited.
- (Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1389, Exh. A, § 31, 7-11-17; Ord. No. 1466, § 93, 3-28-23)

Editor's note(s)—Ord. No. 1466, § 93, adopted March 28, 2023, amended the title of § 17.72.060 to read as herein set out. The former § 17.72.060 title pertained to sign regulations—R-P zone.

17.72.090 Sign regulations—C and M zones.

Except as otherwise provided in this chapter, each business shall be limited to not more than two signs.

- A. Sign Area. One and one-half square feet of sign area per lineal foot of building frontage.
- B. Frontage on Two or More Streets. A business in a building facing on more than one right-of-way shall be allowed the authorized sign area on each street which it faces, provided that the areas may not be accumulated on one right-of-way and shall not exceed the allowed area on any one right-of-way.
- C. Sale and Rental Signs. Commercial and manufacturing properties shall be authorized one for sale or rent sign while the property is actually for sale or rent. These signs shall not exceed two square feet in area and shall be designed and located in a manner approved by the planning and community preservation and public works departments. No permit is required for these signs.

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- D. Multi-tenant Buildings. Businesses in interior spaces of multi-tenant buildings may have signage at the street access and at their business location, however the total sign area shall not exceed one and one-half square feet per lineal foot of storefront.
 - E. Generally, only the name or use of the business shall appear on the sign. The use of subordinate information such as telephone numbers, lists of products, pictures of products, etc., are discouraged, but may be considered at the discretion of the director. Further, where subordinate information is allowed, the name or use of the business shall be the dominant message and the subordinate information shall not create any vehicular or pedestrian traffic hazards.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, §§ 94, 95, 3-28-23)

17.72.100 C and M zones—Special conditions and uses.

- A. Second Story Businesses. Businesses maintained exclusively on the second floor of a two story building shall be authorized up to fifty percent of the total sign area as designated by the front footage of said building; provided, that in no case shall the combined total area of signs for all business on the second floor exceed fifty percent of the total authorized sign area.
- B. Listing of Business Associate. In addition to the other sign usage authorized herein, each separate business shall be allowed, on or behind windows facing the public view, a sign indicating the owners, operators or business associates exercising the use; provided, that such lettering shall be enclosed within a single area and shall not exceed a total of two square feet.
- C. Gasoline Service Stations. No outdoor advertising signs or structures shall be permitted except as provided in subsections (C)(1) through (4) of this section as follows:
 - 1. Identification signs or structures which may be each of the following:
 - a. Identification signs may be located on or incorporated within the pump island canopy structures. These signs shall not project above the top of the canopy structure, shall not exceed a maximum area of twenty square feet for each sign face, and each sign shall be limited in length to a maximum of fifty percent of the long dimension of the canopy on which the sign is located, or
 - b. One freestanding sign or structure incorporated within freestanding walls, planter beds or other suitable building materials. Such sign shall not exceed twenty feet in height and will have a maximum sign area per sign face of thirty-five square feet. In no case shall these signs or sign structures be permitted to project beyond the property line;
 - 2. One permanently placed poster-type sign not exceeding four feet in width and six feet in height from the ground level shall be permitted. Such sign may be located at the discretion of the owner provided it is not located upon public property;
 - 3. Flags, banners, spinners and similar advertising devices shall not be permitted except as provided in Section 17.72.190 (Temporary signs and displays);
 - 4. Two Rate or Price Signs. Such signs shall not exceed three feet in width and four feet in height.
- D. Signs in Neighborhood Shopping Centers. In addition to the sign area allowed for individual businesses, shopping centers shall be allowed one double-faced, indirectly lighted identification sign. Said sign shall be allowed twenty-five square feet per side and shall have a maximum height of ten feet. In addition, for those shopping centers containing more than one acre of land area, said sign shall be allowed an additional ten square feet of sign per acre, but shall not exceed fifty square feet per side nor exceed ten feet in height.

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- E. Pedestrian Oriented Signs. Each business is permitted a pedestrian oriented sign up to a maximum of four square feet per side. Such signs shall not be internally illuminated and shall hang from a bracket that projects away from the façade or awning to which it is mounted. If pedestrian oriented signs are utilized, the area of that sign is in addition the area that would otherwise be permitted.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

17.72.105 Creative signs.

This section establishes standards and procedures for the review and approval of creative sign permits. The purpose of the creative sign permit is to encourage signs of unique design that exhibit a high degree of thoughtfulness, imagination, inventiveness and spirit. This section also provides a process for the application of sign regulations in ways that will allow creatively designed signs to make a positive visual contribution to the overall image of the city, while mitigating the potential impacts of larger or unusually designed signs.

- A. Applicability. An applicant may request approval of a creative sign permit in order to allow standards that exceed the otherwise permitted standards of Chapter 17.72 by up to an additional twenty-five percent but comply with the purpose and findings of this section. Additionally, exposed neon signs may be approved under a creative sign permit.
- B. Application Requirements. A creative sign permit application shall include all information and materials required by the planning and community preservation department.
- C. Approval Authority. An application for a creative sign permit shall be subject to review and approval by the director, unless appealed.
- D. Findings. To approve an application for a creative sign permit, the director shall find that the proposed sign meets the following design criteria.
 - 1. Design Quality. The sign shall:
 - a. Constitute a substantial aesthetic improvement to the site and shall have a positive visual impact on the surrounding area;
 - b. Be of unique design and exhibit a high degree of thoughtfulness, imagination, inventiveness and spirit;
 - c. Incorporate the use of mixed media or use media in a unique manner; and
 - d. Provide strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale and proportion.
 - 2. Contextual Criteria. The sign shall contain at least one of the following elements:
 - a. Classic historic design style;
 - b. Creative image reflecting current or historic character of the City; or
 - c. Inventive representation of the use, name, or logo of the structure or business.
 - 3. Architectural Criteria. The sign shall:
 - a. Utilize or enhance the architectural elements of the building; and
 - b. Be placed in a logical location in relation to the overall composition of the building's façade and not cover any key architectural features and details of the façade.
 - 4. Impacts on Surrounding Uses. The sign shall be located and designed not to cause light and glare impacts on surrounding uses, especially residential uses.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, §§ 96, 97, 3-28-23)

17.72.110 Review by the planning commission.

The planning commission shall be required for the design and location of signs in excess of forty square feet, all signs projecting above the top of a building line, and freestanding signs in excess of twenty square feet. All other signs shall be reviewed and approved by the director; provided, however, that either the applicant or the director can request review by the planning commission.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 98, 3-28-23)

17.72.120 Signs for public and quasi-public uses.

Directional and public safety signs for public and quasi-public uses may be permitted on public property. The design must conform to standard directional sign specifications. The total number of signs allowed shall be based on the minimum number necessary for adequate public safety and identification as determined by the city council.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

17.72.130 Signs for public safety and convenience—Chapter compliance required.

When deemed necessary, the director or his/her authorized representative may authorize and approve directional signs not to exceed six square feet per face to serve the public safety or convenience, such as "Entrance" signs, "Exit" signs, "Office" signs, "Parking" signs and the like.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 99, 3-28-23)

17.72.140 Permit required.

It is unlawful for any person, entity or corporation to authorize, alter, erect, construct, maintain, move, change, place, suspend or attach any sign within this city without an approved sign permit, and related building and electrical permits, as required by this chapter. Signs that legally existed prior to the effective date of this chapter may be altered, reconstructed, maintained, moved, or changed only in compliance with this chapter.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

17.72.150 Application for sign permits.

Application for sign permits shall be made upon forms provided by the director and shall be accompanied by the following material.

- A. The name, address and telephone number of the property owner, permit applicant (owner of the sign) and the sign contractor, if any;
- B. Two copies of a site plan and elevations showing:

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1. Sign height, size, color, type, style, elevation above final grade level, method of illumination and materials for the proposed sign,
 2. Location, size and height of all signs and structures existing on the premises at the time of making such application,
 3. Position of sign and its relation to adjacent buildings or structures;
- C. Such other information as the director may require to show full compliance with this and all other ordinances of the city.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 100, 3-28-23)

17.72.160 Application fees.

At the time an application for a sign permit is submitted, the applicant shall pay a fee pursuant to the most recently adopted city council fee resolution.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

17.72.170 Double permit fee.

The applicable fee for a sign permit shall be doubled when the installation of a sign is commenced before obtaining a permit. Applicants shall also be subject to double fees for building and/or electrical permits.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

17.72.180 Review of sign applications.

- A. Staff Review. All sign applications shall be reviewed for completeness by the planning and community preservation department. As permitted by this chapter staff may approve, approve subject to modification, or deny any sign permit application subject to the criteria of subsection C below. A staff decision may be appealed to the planning commission.
- B. Planning Commission Review. Where specifically required herein the planning commission shall review any sign permit application and shall thereof approve, approve subject to modification, or deny said application subject to the criteria of subsection C below. Any decision of the planning commission shall be final unless appealed to the city council pursuant to Municipal Code requirements.
- C. Review Criteria. The appropriate reviewing body shall approve only those signs that are consistent with the purposes and intent of this chapter and that are found to meet the following criteria:
 1. Size, shape, color and placement of the sign is compatible with and bears an harmonious relationship to the building it identifies as follows:
 - a. Proportional size and scale. Size and scale shall be proportional to the building façade;
 - b. Integrated with the building. Signs shall be integrated into the façade recognizing and complimenting architectural projections and windows and establishing a rhythm to the façade;
 - c. Colors shall be selected to enhance sign legibility and visibility, further contrasting colors are encouraged.

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2. Both the location of the proposed sign and the design of its visual elements: materials, lettering, colors, decorative motifs, spacing, and proportions, shall be legible under normal viewing conditions prevailing where the sign is to be installed as follows:
 - a. Signs shall be oriented to either pedestrian or vehicle traffic;
 - b. Materials shall be compatible with the façade and reflective materials shall be avoided; and
 - c. Signs shall not crowd and overpower the façade by projecting too close to the edge of the wall or surface to which the sign is affixed.
 3. The location and design of the proposed sign shall not obscure from view, or unduly detract from adjacent signs.
 4. The design and placement of the sign does not create a pedestrian or vehicular traffic safety hazard as determined by the city engineer.
 5. The location and design of the proposed sign shall not have an adverse effect on the value and character of the adjacent residential zoning district or residential neighborhood. As evidenced by the signs orientation and light and glare impacts to the adjacent residential neighborhood.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 101, 3-28-23)

17.72.190 Temporary signs and displays.

A temporary sign and/or temporary display permit shall be required, and may be issued by the director subject to the requirements of Sections 17.72.140 through 17.72.190, inclusive. At the director's discretion a permit for outdoor display and portable signs can be issued for a twelve-month period. That a copy of the approved permit shall be forwarded to the code enforcement officer.

- A. Outside Display. The display of goods and merchandise immediately outside a business is permitted subject to an approved permit as follows:
 1. A dimensioned site plan shall be submitted to the director, that indicates the location of the outside display area;
 2. The maximum display depth shall be no greater than five feet from the façade face but in no case closer than five feet to the edge of the sidewalk, with a maximum height of four above the sidewalk grade and the display shall cover not more than fifty percent of the width of the storefront (outdoor dining is exempt from these limitations);
 3. Goods and merchandise displayed outside of a business shall be limited to those items regularly stocked and sold in the business. Further, the display shall be installed and maintained in a neat and orderly fashion at all times, and goods may only be displayed during normal business hours; and,
 4. An encroachment permit shall be obtained from the department of public works.
- B. Temporary Banners. Temporary banners and similar signs as defined in this chapter, may be permitted by the director as follows:
 1. Application for a temporary sign shall be made on forms provided by the director of development services. The application shall also indicate the size of the banner;

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2. A maximum of four temporary sign permits may be approved for any single business location within a calendar year, with the total cumulative temporary sign display days not to exceed sixty days. The maximum period for any individual temporary sign permit shall not exceed thirty days;
 3. If such temporary sign is to be placed on the public sidewalk, the applicant shall submit in addition to a temporary sign application, a site plan indicating the location of the temporary sign and an encroachment permit shall be obtained from Public Works; and
 4. Temporary banners shall be placed on the building façade. The attachment of banners to trees, light and utility poles or similar configuration shall not be permitted.
- C. Portable Signs. A moveable temporary sign that is designed and placed immediately outside the location of a business is allowed with an approved permit.
1. A dimensioned site plan shall be submitted to the director that indicates the location and size of the portable sign. The sign shall be located immediately adjacent to the storefront or building façade and there shall be not less than five feet between the sign area and edge of the sidewalk to allow for free and unobstructed pedestrian access;
 2. Signs shall not exceed a total sign area of twenty-four square feet, or twelve square feet for each sign face;
 3. Portable signs may only be displayed during normal business hours; and
 4. An encroachment permit shall be obtained from the department of public works.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 102, 3-28-23)

17.72.200 Amortization schedule.

Every on-site sign that is or that becomes non-conforming as a result of this ordinance shall be subject to remediation as provided for in California Business & Professions Code sections 5492, 5493, 5495 and 5497.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

17.72.210 Appeals.

Any appeal from the abatement provisions shall be filed with the secretary of the planning commission within thirty days after the date of mailing of the order of abatement by the director. All lengths and periods of time established for abatement under the provisions of Section 17.72.200 are declared to be prima facie time limits only and may be the subject of appeal as provided herein. Any person who is the owner, or who has any ownership interest in any property to which said order of abatement applies, may file an appeal. Upon receipt of an appeal, the planning commission shall give notice of hearing and shall conduct the same in the manner prescribed in this code. With reference to notice of hearing, no notice need be given to surrounding property owners. At the time and place set for the hearing, the commission shall give the appealing party an opportunity to be heard, in addition, where the appeal is from a prima facie length of time established by the provisions in Section 17.72.200 for the termination of nonconforming uses, the commission shall either affirm or extend said prima facie period of time based on all of the following:

- A. The construction cost of the nonconforming structure;
- B. The date of construction;

(Supp. No. 38)

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- C. Types of materials of construction;
 - D. Cost and extent of any structural improvements made subsequent to construction and prior to conformity;
 - E. The minimum period of amortization established for said types of structures by the Internal Revenue Service under then current regulations and rules;
 - F. Actual method of depreciation used for federal income tax purposes.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 103, 3-28-23)

17.72.220 Grounds for dismissal—Decision final.

At the time notice of the abatement appeal hearing is given to the appellant as required herein, the director shall also notify the appellant to furnish the information specified in section 17.72.210(A)—(F) to the commission, at or before the time of hearing. Failure of the appellant to provide any of the required information shall be grounds for the immediate dismissal of said appeal. The commission's decision shall be final and conclusive in the absence of an appeal to the city council in the time and manner set forth herein with reference to zone variances and conditional use permits.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 104, 3-28-23)

17.72.230 Appeal of director's determination and revocation of permit.

An appeal of a determination of the director, and the revocation of a sign permit shall be pursuant to the following provisions:

- A. Any decision by the director pursuant to the provisions of this chapter may be appealed to the planning commission within fourteen calendar days from the date of the determination. Such appeal shall be made in writing and be accompanied by an appeal fee designated in the city of Sierra Madre fee resolution. The commission shall conduct a noticed public hearing within thirty days of staff receiving the appeal or as soon thereafter as is possible. The determination of the planning commission shall be final unless appealed to the city council pursuant to the provisions of the Sierra Madre Municipal Code.
- B. A sign permit may be revoked as follows:
 - 1. Upon the determination by the director that the sign is not being displayed in conformance with the provisions of this chapter, or in conformance with the approved sign permit, the director shall place the matter before the planning commission for consideration of revocation.
 - 2. The planning commission shall revoke the sign permit upon the determination that the sign is not being displayed in conformance with the provisions of this chapter, or in conformance with the approved sign permit.
 - 3. The determination of the planning commission may be appealed to the city council, pursuant to the provisions of the Sierra Madre Municipal Code.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 105, 3-28-23)

(Supp. No. 38)

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City of Sierra Madre AGENDA REPORT

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

Susan Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks R. Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: February 11, 2025

SUBJECT: **ORDINANCE 1478 TO DESIGNATE THE CITY
MANAGER OF SIERRA MADRE AS THE DIRECTOR
OF EMERGENCY SERVICES**

STAFF RECOMMENDATION

Staff recommends that the City Council conduct first reading of an Ordinance (Attachment A) designating the City Manager as the Director of Emergency Services.

ALTERNATIVES

The City Council may:

1. Conduct and approve the first reading of the proposed ordinance;
2. Decline to adopt an ordinance designating the City Manager as the Director of Emergency Services; or
3. Provide alternative direction to staff.

ANALYSIS

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

Pursuant to Government Code section 8630, subdivision (a), "A local emergency may be proclaimed only by the governing body of a city, county, or city and county, **or by an official designated by ordinance adopted by that governing body.**" Either the City Council may meet at an emergency, special, or regular meeting to proclaim a local emergency or it may authorize a staff member to proclaim a local emergency. In the latter scenario, the City Council must ratify that proclamation within seven days (Gov. Code, § 8630, subd. (b).)

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

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

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

ENVIRONMENTAL (CEQA)

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

STRATEGIC PLAN CORRELATION

N/A

FISCAL IMPACT

There is no fiscal impact associated with this Ordinance.

PUBLIC NOTICE

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

ATTACHMENT:

Attachment A – City Council Ordinance 1478

ORDINANCE NO. 1478

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

RECITALS

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

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

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

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

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

2.08.070 – Powers and duties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.08.140 - Director of emergency services.

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert Parkhurst, Mayor

I HEREBY CERTIFY that the foregoing Ordinance was introduced by first reading on the 11th day of February, 2025, and duly adopted at a regular meeting held on the [redacted] day of [redacted] 2025, by the City Council of the City of Sierra Madre, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar, City Clerk



City of Sierra Madre AGENDA REPORT

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

Susan Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks R. Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: February 11, 2025

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

STAFF RECOMMENDATION

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

ALTERNATIVES

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

ANALYSIS

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

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

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

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

After consideration, the City Council expressed the following preferences:

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

The revised Resolution, included as Attachment B, makes the following changes:

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

ENVIRONMENTAL (CEQA)

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

STRATEGIC PLAN CORRELATION

N/A

FISCAL IMPACT

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

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

PUBLIC NOTICE

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

ATTACHMENTS:

Attachment A: Prior Version of City Council Resolution No. 25-06
Attachment B: Revised Version of City Council Resolution No. 25-06

RESOLUTION NO. 25-06

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

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

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

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

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

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

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

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

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

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

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

Robert Parkhurst, Mayor

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

AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar, City Clerk



City of Sierra Madre AGENDA REPORT

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

Susan Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks R. Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: January 28, 2025

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

STAFF RECOMMENDATION

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

ALTERNATIVES

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

ANALYSIS

The City of Sierra Madre is a member of the League of California Cities ("Cal Cities"). Cal Cities assigns regional public affairs managers — including for the Los Angeles County Division — to keep members informed of pending legislation. Occasionally, the regional public affairs manager will request member agencies take a position in support of or against pending legislation or regulations.

Unlike an expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate, the expenditure of public funds is expressly authorized to

advocate for or against proposed legislation or regulatory actions, which will affect the City. (Gov. Code, § 50023) However, the request to take a position requires City Council action, which is usually infeasible given the immediate nature of the request and the infrequency of City Council meetings.

The purpose of this Legislative Advocacy Policy is twofold:

- 1) to identify the City's legislative policy priorities; and
- 2) to empower an individual or group to take policy positions on behalf of the City.

The specific advocacy priorities included in the Resolution, included as Attachment A, were taken word-for-word from the Cal Cities' 2025 Advocacy Priorities list. The City Council may seek to expand the list of priorities based on Cal Cities' "Summary of Existing Policy and Guiding Principles," included as Attachment B, or the City Council may revise the list based on input from some other local government association, such as the Clean Power Alliance (see Attachment C).

There are many different decision-making models for taking policy positions. Listed below are the three most common:

- 1) Only the City Council is authorized to adopt policy positions;
- 2) The City Manager adopts a policy position after consultation with the Mayor; or
- 3) The City Manager or designee adopts a policy position.

The Resolution empowers the City Manager or designee (Option #3) and is modeled on the template prepared by the California Special Districts Association, included as Attachment D.

ENVIRONMENTAL (CEQA)

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

STRATEGIC PLAN CORRELATION

N/A

FISCAL IMPACT

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

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

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PUBLIC NOTICE

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

ATTACHMENTS:

- Attachment A: City Council Resolution No. 25-06
- Attachment B: League of California Cities' Summary of Existing Policy and Guiding Principles
- Attachment C: Clean Power Alliance's 2023 Legislative and Regulatory Policy Platform
- Attachment D: California Special District Association's Legislative Advocacy Policy

RESOLUTION NO. 25-06

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

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

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

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

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

SECTION 3. Advocacy Priorities.

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

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

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

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

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

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

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

Robert Parkhurst, Mayor

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

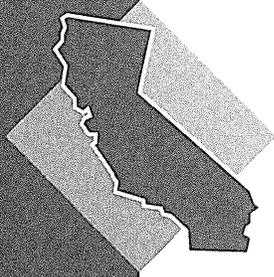
AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar, City Clerk



LEAGUE OF
**CALIFORNIA
CITIES**



Summary of Existing Policy and Guiding Principles

APRIL 2024

Strengthening California Cities
through Advocacy and Education



Mission Statement

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

Vision

To be recognized and respected as the leading advocate for the common interests of California's cities.

We Believe

- Local self-governance is the cornerstone of democracy.
- Our strength lies in the unity of our diverse communities of interest.
- In the involvement of all stakeholders in establishing goals and in solving problems.
- In conducting the business of government with transparency, openness, respect, and civility.
- The spirit of honest public service is what builds communities.
- Open decision-making that is of the highest ethical standards honors the public trust.
- Cities are vital to the strength of the California economy.

- The vitality of cities is dependent upon their fiscal stability and local autonomy.
- The active participation of all city officials increases Cal Cities' effectiveness.
- Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- Ethical and well-informed city officials are essential for responsive, visionary leadership and effective and efficient city operations.

About Cal Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. Cal Cities strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents.

In addition to advocating on cities' behalf at the state capitol, Cal Cities provides its members with professional development programs and information resources, conducts educational conferences and research, and publishes a monthly magazine and weekly newsletter.

Introduction

We are pleased to present the 14th edition of Cal Cities ***Summary of Existing Policy and Guiding Principles***. In a process that continues today, the first version was prepared in 1997 by researching and summarizing policy guidelines and positions on past legislation adopted by Cal Cities, as well as past annual conference resolutions.

The ***Summary*** was developed with the assistance of the seven standing Cal Cities policy committees and the Cal Cities Board of Directors to ensure the content accurately reflects existing Cal Cities policy. The 2024 edition reflects policy changes adopted by Cal Cities through February 2024, following a review of Cal Cities' positions on recent legislation and annual conference resolutions. The ***Summary*** is posted on Cal Cities' website in its entirety, as well as on individual policy committee pages.

The ***Summary of Existing Policy and Guiding Principles*** is intended to be a living reference, updated biennially, to reflect changes to Cal Cities policy. Cal Cities uses it to review new legislation and determine how it relates to existing Cal Cities policy. The ***Summary*** can also be used to better understand Cal Cities policy and positions on state and federal legislation.

We encourage cities to adopt all or part of the ***Summary*** so that they can respond in a timely manner to new legislation introduced at the state and federal levels. This will permit cities to become more active in the legislative process and involved in issues impacting cities. Quick, thoughtful action on these issues helps your community, helps us, and Californians throughout the state.

We hope you will find the ***Summary*** useful in your city's involvement in the legislative process and Cal Cities. Please do not hesitate to relay any comments you may have about this reference guide to the Cal Cities Sacramento office. Your suggestions are always welcome.



Carolyn M. Coleman
Executive Director and CEO
League of California Cities

March 2024

Contents

| | | | |
|---|----|--|----|
| Community Services | 2 | Procedures and Notices | 15 |
| SCOPE OF RESPONSIBILITY | 2 | Definition of a Project..... | 16 |
| Summary of Existing Policy and Guiding Principles | 2 | Significant Environmental Effect..... | 16 |
| Animals..... | 2 | Alternatives..... | 17 |
| Arts, Cultural Resources, Historic Preservation and Activities..... | 2 | Streamlining | 17 |
| Child Care..... | 2 | Coastal Issues..... | 17 |
| Children..... | 2 | Miscellaneous..... | 17 |
| Housing for Homeless | 3 | California Water Guidelines | 19 |
| Behavioral Health | 3 | INTRODUCTION | 20 |
| Substance Use | 3 | APPENDIX A | 30 |
| Park Bond Funds | 3 | APPENDIX B: GLOSSARY | 32 |
| Public Parks/Recreational Facilities..... | 3 | Governance, Transparency, and Labor Relations | 38 |
| Public Libraries..... | 3 | SCOPE OF RESPONSIBILITY | 38 |
| Seniors..... | 4 | Summary of Existing Policy and Guiding Principles | 38 |
| Healthy Cities..... | 4 | Labor Relations | 38 |
| Natural Disaster Preparation | 4 | Public Sector Pensions, Compensation and Other Post-Employment Benefits (OPEBs)..... | 38 |
| Smoking and Tobacco Control..... | 4 | CalPERS (California Public Employees' Retirement System)..... | 40 |
| Environmental Quality | 5 | Workers' Compensation..... | 41 |
| SCOPE OF RESPONSIBILITY | 5 | Other Employer and Employee Related Issues..... | 42 |
| Summary of Existing Policy and Guiding Principles | 5 | Transparency | 42 |
| Air Quality | 5 | Open Meeting Law (Ralph M. Brown Act) & Open Access to Public Records (California Public Records Act)..... | 43 |
| Climate Change | 5 | Political Reform Act of 1974 (PRA)..... | 43 |
| Hazardous Materials..... | 7 | Governance and Ethics | 43 |
| Solid Waste and Recycling..... | 8 | Elections..... | 44 |
| Electronic Waste..... | 9 | Recall Elections..... | 44 |
| Household Hazardous Waste..... | 9 | Elected Officials..... | 44 |
| Extended Producer Responsibility (EPR)..... | 9 | Legal Issues | 45 |
| Single-Use Plastics..... | 9 | Data and Privacy Protection..... | 45 |
| Energy and Utilities..... | 10 | | |
| Community Choice Aggregation..... | 11 | | |
| Microgrids..... | 11 | | |
| Electric Industry Restructuring | 11 | | |
| California Environmental Protection Act (CEQA) | 15 | | |

| | | | |
|--|----|--|----|
| Housing, Community and Economic Development | 46 | Gaming..... | 56 |
| SCOPE OF RESPONSIBILITY | 46 | Alcohol | 56 |
| Summary of Existing Policy and Guiding Principles | 46 | Cannabis Regulation | 56 |
| Planning And Zoning..... | 46 | Graffiti | 57 |
| Housing Element..... | 47 | Sex Offender Management..... | 57 |
| Housing Finance | 47 | Corrections..... | 57 |
| Economic Development | 47 | Firearms..... | 57 |
| Eminent Domain..... | 48 | Miscellaneous..... | 57 |
| Tenant Protections | 48 | Revenue and Taxation | 58 |
| Subdivision Map Act | 48 | SCOPE OF RESPONSIBILITY | 58 |
| Residential Care Facilities..... | 48 | Summary of Existing Policy and Guiding Principles | 58 |
| Development Fees..... | 48 | Cities and Cal Cities..... | 58 |
| Annexation and Incorporation | 49 | Legislature or the Voters..... | 59 |
| Development Agreements..... | 49 | State Mandates..... | 59 |
| Building Standards..... | 49 | Additional Revenue | 59 |
| Housing for Homeless | 49 | Reduce Competition | 60 |
| Military Base Closure and Reuse..... | 50 | Funding for Counties..... | 61 |
| Mobile Home Regulation..... | 50 | Regional Revenues | 61 |
| Sign Regulation | 50 | Revenue Modernization | 61 |
| Principles for Smart Growth | 50 | Federal Streamlined Sales and Use Tax Agreement (SSUTA) | 62 |
| Residential Insurance Policy..... | 51 | Federal Legislation Requiring Use Tax Collection..... | 62 |
| Public Safety | 52 | Transportation, Communications, and Public Works | 63 |
| SCOPE OF RESPONSIBILITY | 52 | SCOPE OF RESPONSIBILITY | 63 |
| Summary of Existing Policy and Guiding Principles | 52 | Summary of Existing Policy and Guiding Principles | 63 |
| Fire Services..... | 52 | Transportation | 63 |
| Emergency Services and Preparedness..... | 52 | Public Works..... | 65 |
| Law Enforcement | 53 | Micromobility | 66 |
| Mental Health/Substance Use Disorder | 54 | Vehicles | 66 |
| Police Use of Force..... | 54 | Contracts..... | 67 |
| Drones..... | 55 | Telecommunications..... | 67 |
| Fireworks..... | 55 | Plain Old Telephone System (POTS):..... | 69 |
| Wildland Urban Interface | 55 | Air Pollution..... | 69 |
| Nuisance Abatement | 55 | | |
| Indian Gaming..... | 55 | | |

Community Services

SCOPE OF RESPONSIBILITY

The Committee on Community Services reviews issues related to childcare, parks and recreation, libraries, cultural arts and community and human services programs.



Summary of Existing Policy and Guiding Principles

Animals

Cal Cities supports legislation to prevent a person or animal shelter from selling, giving, or otherwise transferring living animals to research facilities or animal dealers.

Arts, Cultural Resources, Historic Preservation and Activities

Cal Cities supports continued state funding that recognizes the important role of local arts activities and historic preservation in community life and how these cultural activities affect the social health and economic vitality of cities.

Child Care

Cal Cities supports the creation of more affordable, innovative and quality parks and recreation and child care options for parents and concurrently encourages adherence to strict regulations and guidelines.

Cal Cities supports funding and resources to address the affordability and availability of early learning and care options.

Children

Cal Cities believes that the children of California must be recognized as our state's most valuable resource. Their development, education, and well-being are key to our state's future. Further, it is essential that each child have the support needed to become a productive citizen in the world of the 21st Century. This involves supporting diverse before-and after-school programs and creating stronger linkages between municipal services and school-based job training programs in order to produce more job placement opportunities.

Cal Cities promotes the development of a cooperative program with the goal to increase enrollment of California's children in the Healthy Families Program.

Cal Cities encourages cities to promote anti-bullying efforts across California as well as provide education and awareness to the general public about the imminent health and safety concerns for bullied children, especially those with special needs.

Cal Cities supports increasing opportunities for California's youth to participate in civic engagement activities.

Housing for Homeless

Housing and programs for homeless and other extremely low-income populations are necessary to ensure quality of life and economic viability for all Californians.

Homelessness is a statewide problem that disproportionately impacts specific communities. The state should make funding and other resources, including enriched services, and outreach and case managers, available to help assure that local governments have the capacity to address the needs of the homeless in their communities, including resources for regional collaborations.

Homeless housing is an issue that eludes a statewide, one-size-fits-all solution, and collaboration between local jurisdictions should be encouraged.

State and federal funding programs should be designed to reflect responsibilities imposed by state and federal law.

Behavioral Health

Cal Cities supports additional funding and resources to expand access to behavioral health services, including efforts to assist California's homeless population, especially those individuals experiencing mental health and substance use disorders. This includes, but is not limited to, supporting counties in expanding community-based care settings to provide for prevention, intervention, treatment, infrastructure, and recovery systems.

Substance Use

Cal Cities supports additional funding and resources to address the substance use crisis through appropriate prevention and intervention efforts, educational awareness campaigns, and increased access to life-saving overdose treatment aids such as naloxone.

Park Bond Funds

Cal Cities believes that any statewide park bond measure should include a component that provides per capita grants to cities and counties. Cal Cities opposes tying local eligibility for grant funds to non-park related issues, such as rent control or housing element status.

Public Parks/Recreational Facilities

While the State of California studies the use of crumb rubber in synthetic turf and playground surfaces, Cal Cities opposes legislation that requires cities to undertake specific actions before installation can occur.

Cal Cities supports requiring public pools to provide Automated External Defibrillator during pool operations.

Public Libraries

Cal Cities supports full funding of the Public Library Fund so that the State of California can fully fund its share of the program, understanding how libraries play an integral role in building and sustaining our communities. (Additional library-related policy is included in "Restructuring California's Public Library Services," the report of a joint task force co-sponsored by Cal Cities, California State Association of Counties, California Library Association and the California Association of Library Trustees and Commissioners.)

Cal Cities opposes legislation that requires public libraries to install and maintain computer software for use on computers in the library that prohibits access to obscene material to minors and other library patrons. Cal Cities believes that this issue is more appropriately addressed at the local level, in ways that meet local circumstances, and thus is an issue of local control.

Seniors

Cal Cities encourages cities to recognize seniors as a valuable state resource and to develop and improve intergenerational programs and activities. Cal Cities supports legislation that would provide funding for side-by-side day care facilities for California's youth, adults, and seniors.

Healthy Cities

Cal Cities encourages California cities to help parents make healthy family choices; create healthy schools; provide access to healthy and affordable foods; and adopt city design and planning principles that promote physical activity.

Cal Cities encourages cities to involve youth, especially middle and high school students, with city health-related programs.

Cal Cities encourages cities to address the needs of an aging population through local and statewide planning, education, and conference programming.

Cal Cities encourages cities to establish their own rules and regulations pertaining to community recreational activities.

Natural Disaster Preparation

Cal Cities supports additional funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions. Cal Cities also supports additional funding for local agencies to preposition "emergency response" personnel and equipment as well as coordinate notification systems with local and state agencies.

Cal Cities supports measures that provide resources for local governments to coordinate services to assist displaced residents and communities recover from wildfires, earthquakes, and other natural disasters.

Smoking and Tobacco Control

Cal Cities supports legislation that establishes a statewide smoking and tobacco control standard that includes electronic cigarettes and vapor products, as long as such legislation does not preempt the ability of cities and counties to enact local laws that are stronger than the statewide standard or to regulate in areas not covered in the statewide standard. Cal Cities opposes legislation that would restrict such local authority.

Cal Cities supports legislation that limits the ability of minors to obtain tobacco and tobacco products, including electronic cigarettes and vapor products.

Cal Cities supports and advocates that all 482 California cities be equitably included in the distribution of moneys that the state receives from the Tobacco Settlement Memorandum of Understanding; and believes that the moneys received by counties should benefit all cities within the county and that cities have input into the decision-making process.

Cal Cities supports legislation that requires tobacco retailers to obtain a state-issued license to sell tobacco products, as long as the legislation does not restrict or preempt the ability of cities to enact and enforce their own retail licensing programs and to enforce the state-wide licensing program. Cal Cities also supports legislation designed to restrict the sale of illegal, counterfeit tobacco products.

Note: *Cal Cities will review new legislation to determine how it relates to existing Cal Cities policies and guiding principles. In addition, because this document is updated every two years to include policies and guiding principles adopted by Cal Cities during the previous two years, there may be new, evolving policies under consideration or adopted by Cal Cities that are not reflected in the current version of this document. However, all policies adopted by Cal Cities Board of Directors or Cal Cities General Assembly become Cal Cities policy and are binding on Cal Cities, regardless of when they are adopted and whether they appear in the current version of "Summary of Existing Policies and Guiding Principles."*

Environmental Quality

SCOPE OF RESPONSIBILITY

The Committee on Environmental Quality reviews issues related to air, water and water quality, climate change, CEQA, integrated waste management, hazardous materials, coastal issues, and utilities.



Summary of Existing Policy and Guiding Principles

Air Quality

Cal Cities supports inclusion of city officials on the governing boards of air districts and opposes efforts to delete such city representation.

Cal Cities believes cities should have the authority to establish local air quality standards and programs that are stricter than state and federal standards. Cal Cities opposes efforts to restrict such authority.

Cal Cities opposes legislation redirecting the funds authorized by Health and Safety Code Section 44223, which are currently used by local governments for locally based air quality programs.

Cal Cities opposes air quality legislation that restricts the land use authority of cities.

Cal Cities supports the requirement that both public and private diesel garbage trucks be retrofitted to reduce the amount of particulate matter pollution emitted from the trucks. (See also Integrated Waste Management Section below.)

Climate Change

Cal Cities recognizes that climate change is both immediate and long term, with the potential for profound environmental, social, and economic impacts to the planet and to California.

Through the Global Warming Solutions Act of 2006 (AB 32 (Nuñez), Chapter 488, Statutes of 2006) California has embarked on a plan that requires the reduction of greenhouse gas emissions to 1990 levels by 2020. Although uncertainty remains about the pace, distribution, and magnitude of the effects of climate change, Cal Cities recognizes the need for immediate actions to mitigate the sources of greenhouse gas emissions and has adopted the following principles:

- **Action Plans for Mitigating Greenhouse Gas Emissions.** Encourage local governments to complete an inventory of greenhouse gas emissions, set appropriate reduction targets, and create greenhouse gas emission reduction action plans.
- **Smart Growth.** Consistent with Cal Cities Smart Growth policies, encourage the adoption of land use policies designed to reduce sprawl, preserve open space, and create healthy, vibrant, and sustainable communities.

- **Green Technology Investment Assistance.** Support tax credits, grants, loans, and other incentives to assist the public, businesses, and local agencies that invest in energy efficient equipment and technology, and fuel efficient, low-emission vehicles.
 - **Energy and Water Conservation and Efficiency.** Encourage energy efficiency, water efficiency, and sustainable building practices in new and existing public, residential, and commercial buildings and facilities. This may include using the U.S. Green Building Council's LEED program or similar systems.
 - **Green Building Guidelines.** Cal Cities encourages state agencies to provide leadership in developing voluntary, model statewide residential green building guidelines that will provide information to local jurisdictions on how to evaluate and use different green building strategies. Additionally, Cal Cities encourages cities to adopt voluntary residential green building guidelines as a reference guide, to evaluate available green building programs and adopt those best suited for their communities, and to explore incentives to encourage green building by private developers of residential construction projects.
 - **Increase the Use of Clean Alternative Energy.** Promote the use and purchase of clean alternative energy through the development of renewable energy resources, recovery of landfill methane for energy production and waste-to-energy technologies.
 - **Reduction of Vehicle Emissions in Public Agency Fleets.** Support the reduction of vehicle emissions through increased fuel efficiency, use of appropriate alternative fueled vehicles, and/or low emission vehicles in public agency fleets. Encourage the use of appropriate alternative fueled vehicles, and/or low emission vehicles in private fleets.
 - **Climate Change Impacts.** Encourage all levels of government to share information to prepare for climate change impacts.
 - **Coordinated Planning.** State policy should encourage and provide incentive for cities to coordinate and share planning information with neighboring cities, counties, and other governmental entities so that there are agreed upon regional blueprints and strategies for dealing with greenhouse gas emissions.
 - **Water Supply for New Development.** Encourage exchange of water supply information between state and local agencies, including information on the impacts of climate change on state and local water supplies.
 - **Recycled Content and Green Purchasing Policies.** Encourage the adoption and implementation of recycled content and green procurement policies, if fitness and quality are equal, including the adoption of an Environmental Management System and authorization of local agencies to consider criteria other than only cost in awarding contracts for services.
 - **Environmental Standards.** Cal Cities supports flexibility for state and local governments to enact environmental and other standards or mandates that are stronger than the federal standards. However, Cal Cities reserves the right to question or oppose stronger standards on the merits. Cal Cities also opposes legislation that prohibits state and local governments from enacting stricter standards.
- Cal Cities supports efforts to encourage regional climate adaptation planning to reduce climate risk, foster collaboration among local, regional, and state entities, and develop guidance for potential state, federal, or private investment in regional adaptation projects.

Cal Cities believes that statewide climate bonds should be comprehensive and include funding for capital infrastructure projects.

Hazardous Materials

Cal Cities supports the ability of local governments to enact local standards or regulations that are stronger than those enacted at the state and federal level. To this end, where the city fire department is the lead agency for regulating and enforcing hazardous materials laws, Cal Cities supports the provisions of existing law that permit a local fire department to adopt stronger local requirements, as long as it complies with specified procedures to enact such stronger local standards. Cal Cities opposes legislation or regulations that restrict such authority.

Cal Cities supports efforts to streamline and coordinate hazardous materials regulation among various levels of government, including city fire and county environmental health departments. Cal Cities supports the ability of city fire departments to be administering agencies for any of the major hazardous materials laws or to be the lead agency (the Certified Unified Program Agency) under the SB 1082 program and opposes legislation or regulations to restrict such authority.

Cal Cities opposes any efforts to restrict the ability of cities to issue building or other permits it is now authorized to issue relative to hazardous materials laws.

Cal Cities opposes any proposals that would preempt the ability of a city to deny a land use permit or restrict its ability to issue a conditional use permit for the siting of a hazardous waste facility.

Cal Cities opposes legislation that mandates that cities post information on the Internet regarding adoption, amendment, or repeal of hazardous

materials ordinances. However, Cal Cities does not object to legislation that makes such posting voluntary.

Cal Cities supports the following principles related to Brownfields Revitalization:

- Cal Cities supports state and federal legislation that would create additional fiscal resources and options to restore and develop urban and industrial brownfields contaminated by hazardous materials. Cal Cities also supports creative state and federal efforts to encourage revitalization and better use of abandoned urban and industrial brownfields, as long as local governments retain existing land use authority.
- Cities should have the ultimate say on whether a proposed brownfield remediation project is consistent with local land use policy. The proposed use of a project (i.e., parking garage, business park, residential development) should be consistent with a city's general plan and land use authority.
- The clean-up level of a project should be based on its proposed use (i.e., parking garage, as opposed to residential development).
- Mechanisms, such as restrictive covenants of deed restrictions, need to be in place to ensure that if a future use for a property is different than that which was proposed when the site was cleaned up, that the clean-up levels be re-evaluated and additional remediation be required before the new use can be approved.
- Local agencies do not have the desire or generally the expertise to do the technical evaluation for site assessment and remediation plans. Appropriate state agencies should have that responsibility.
- If a property owner plans to develop the site, then the owner should be required to do the necessary site assessment and clean up.

Solid Waste and Recycling

Cal Cities supports continued efforts by local agencies to meet the 25% and 50% recycling and diversion provisions of the Integrated Waste Management Act of 1989 (AB 939) and believes that decisions on how to achieve those requirements are best determined at the local level, rather than by state agencies. Cal Cities believes that those jurisdictions that have made a good faith effort to comply with the requirements of AB 939 should not be subject to enforcement penalties. Cal Cities opposes the repeal of AB 939, but supports continued efforts to streamline its provisions and to assist in compliance.

Cal Cities believes that green waste used as alternative daily cover (ADC) should be eligible for limited AB 939 credit, as long as the ADC meets performance and health and safety criteria established by the California Integrated Waste Management Board (CIWMB), now the California Department of Resources, Recovery & Recycling (Cal Recycle).

Cal Cities continues to support legislation to provide changes to AB 939 (the California Integrated Waste Management Act) that will:

- Place more emphasis on implementation of waste diversion programs and less strict mathematical accounting;
- Require Cal Recycle to evaluate the level of accuracy of the existing system the board uses to measure jurisdictions' achievement of the waste diversion requirements of state law and develop appropriate policies, in consultation with local jurisdictions, to account for any inaccuracies in the system;
- Encourage the development of non-burn transformation technologies by providing full diversion credit for the waste that jurisdictions send to non-burn transformation facilities;

- Require the board to expand its market development activities, including providing more funding for research and development of markets for recyclable materials; and
- Require Cal Recycle to staff its existing regional offices with personnel that can assist jurisdictions in carrying out the requirements of the act.

Cal Cities supports legislation and other efforts to increase the markets for recycled materials, including advance disposal fees, minimum content laws, and recycling market development zones. Cal Cities opposes legislation that requires local governments to adopt refuse fees based upon variable can rates.

Cal Cities supports efforts to strengthen curbside recycling programs and opposes efforts to weaken such programs. Cal Cities supports legislation to expand the container types included in the AB 2020-bottle bill program.

Cal Cities supports the right of cities under existing law to be designated as Local Enforcement Agencies for solid waste facility permitting, inspection and enforcement, and opposes legislation to restrict this authority or transfer it to state agencies.

Cal Cities opposes legislation that would preempt local land use authority over solid waste facilities, would restrict the ability of a city to issue a land use permit for a solid waste facility or would restrict the ability of a city to condition such facilities through the conditional use permit process.

Cal Cities does not oppose legislation that assesses fees on solid waste that is disposed of out of state, as long as the fees reflect the pro-rata portion of in-state costs.

Cal Cities opposes legislation that would authorize the Director of Cal Recycle to consider landfill capacity as a reason for denying concurrence of a solid waste facility permit and also opposes

legislation that would prohibit a public agency from being certified as a Local Enforcement Agency if the public agency is also an operator of a solid waste facility.

Cal Cities opposes legislation that would authorize the Director of Cal Recycle to consider environmental justice as a basis for concurring or denying a solid waste facility permit. Cal Cities has adopted the policy that issues of environmental justice are best addressed at the local level through the local land use and public hearing process and through existing federal and state policy.

While Cal Cities supports the retrofit of public and private diesel-fueled garbage trucks to reduce particulate matter air pollution (see Air Quality section), Cal Cities opposes funding such retrofits in a way that would either interfere with the existing franchise relationship between local governments and haulers or would impose a surcharge on landfills.

Cal Cities supports legislation and regulation that authorizes the land application of biosolids that meet specified statewide health and safety standards. Cal Cities supports legislation that permits enactment of stronger local ordinances only if they are based upon protecting public health and safety and good science. Cal Cities opposes legislation that preempts outright stronger local ordinances, regardless if they are based on protecting public health and safety and good science.

Electronic Waste

Cal Cities supports legislation implementing the concept of manufacturer responsibility for electronic waste (e-waste). This includes, but is not limited to, encouraging or providing incentives for e-waste recycling, requiring manufacturers of computer, cathode-ray tube (CRT), photovoltaic modules (solar panels), and other electronic products considered universal wastes, to operate

or fund comprehensive, extended producer responsibility programs. Such programs should require products to be sustainably designed and labeled, offer financial incentives to consumers to properly dispose e-wastes, encourage recycling, reuse and collection programs by manufacturers, incentives to consumers to redeem or recycle e-waste, and fund a convenient collection infrastructure.

Cal Cities supports statewide and manufacturer education programs to educate consumers about e-waste and recycling efforts.

Cal Cities supports an advance disposal fee on computer and other electronic products in order to fund such manufacturer responsibility programs and local collection and recycling programs.

Cal Cities supports national efforts to address the e-waste problem.

Household Hazardous Waste

Cal Cities opposes legislation that requires local jurisdictions to collect household hazardous waste in a specific collection manner, including mandatory curbside collection.

Extended Producer Responsibility (EPR)

Cal Cities supports legislation implementing producer responsibility. This includes, but is not limited to, mandating or providing incentives including funding for comprehensive producer responsibility programs for hazardous and universal wastes and products and packaging for which disposal or recycling is problematic for local governments.

Single-Use Plastics

Cal Cities supports reducing the amount of single-use plastic packaging and products that enter the waste stream through methods such as source reduction and increases to the recyclability and composability of these items. This includes reducing the waste generated from single-use plastics, such as plastic straws.

- **Single-Use Carryout Bags:** Cal Cities supports in concept legislation that charges a fee for all consumers for single-use carryout bags at the point of sale; however, Cal Cities does not have a position on the amount of the fee except that it should be set to modify consumer behavior.

Cities should be eligible for moneys generated from any fee placed upon single-use carryout bags, provided those dollars are used by the city to mitigate the effects of single-use carryout bags on the stormwater, solid waste diversion, visitor education and awareness, and water quality in the city. Any application for funding provided to cities by single-use carryout bag fees should be streamlined, simple, and not overly burdensome.

Cal Cities supports CEQA exemptions for single-use carryout bag bans or a programmatic EIR.

Cal Cities opposes any bill that would preempt local governments from individually banning or placing a fee on single-use carryout bags distributed within the city.

Energy and Utilities

Cal Cities supports the constitutional right of municipal utilities to operate outside the jurisdiction of the California Public Utilities Commission (PUC) and opposes any legislation that would erode the ability of municipal utilities to operate, or place them under PUC control.

Cal Cities supports maintaining the standard of inverse condemnation for investor-owned utilities that require utilities to pay damages. Cal Cities opposes reducing the inverse condemnation standard for incidents caused by a utility, whether retroactive or otherwise, and supports ensuring local governments can recover applicable damages.

Cal Cities supports the prohibition of passing through the costs of fines and penalties incurred by electrical and gas corporations to ratepayers.

Cal Cities opposes legislation that dictates the mix of generating sources (i.e., hydro, coal, biomass, wind, etc.) used by municipal utilities.

Cal Cities opposes any legislation that interferes with local utility rate-setting authority and opposes any legislation that restricts the ability of a city to transfer revenue from a utility (or other enterprise activity) to the city's general fund.

Cal Cities is neutral on legislation requiring municipal electric utilities to include a "renewable portfolio standard" (RPS) in their mix of sources of electricity, as long as the requirement is the same as that which applies to investor-owned utilities. Cal Cities opposes legislation that requires municipal electric utilities to meet an RPS that is stronger than that applied to investor-owned utilities.

The following principles will guide Cal Cities' position regarding exit fees to avoid cost shifting for newly formed municipal utilities or extensions of existing municipal utilities:

- A mechanism or venue other than the PUC should be used to determine and impose the exit fees in order to prevent PUC jurisdiction over municipal utilities. For example, exit fees might be best evaluated and incorporated by the courts as part of eminent domain and the condemnation proceeding used when a city wishes to take over the IOU's distribution system.
- Cal Cities does not object to fair exit fees to avoid cost-shifting for customers that were actually served by an investor-owned utility.
- Exit fees should consist of payments of a fair share of the DWR bond costs, a fair portion of the IOU under collections and a fair share of the remaining amount of the CTC (competition transition charge, left over from AB 1890).
- Exit fees should not be charged to newly annexed municipal utility territory that was never served by an IOU (so-called "greenfields").

- In addition, Cal Cities believes photovoltaic systems should be completely exempt from any type of exit fee.

Cal Cities supports efforts to reduce the number and frequency of utility-initiated power shutoffs, also called public safety power shutoffs, to maintain city electricity grid integrity and city operations.

Community Choice Aggregation

- **Local Energy Autonomy:** Cal Cities supports programs that increase local control over the purchase and development of renewable energy resources, as an effective means of increasing consumer access to renewable energy at stable, competitive rates, and decreasing statewide greenhouse gas emissions.

Cal Cities supports cities' exercise of the right to form or join existing Community Choice Aggregation (CCA) entities, as an effective method of increasing local control over power supply. Accordingly, Cal Cities supports legislation and regulatory policies that support CCA autonomy in policymaking and decision-making, and opposes legislation and regulatory policies that unfairly disadvantage CCAs or CCA customers, or reduce or undermine local decision-making autonomy by the CCA or its governing board.

Cal Cities supports continuing development of local renewable energy resources and supply, including the protection of local autonomy to administer energy efficiency and install and utilize integrated distributed energy resources.

- **Consumer Protection:** Cal Cities supports complete transparency of all energy procurement practices, stranded costs, and departing load charges. Cal Cities supports fair competition in statewide energy markets for CCAs and municipal or other publicly owned utilities. Cal Cities supports legislation and regulatory policies that protect CCA customers from improper cost allocation. Cal

Cities opposes legislation that conflicts with or diminishes CCA procurement autonomy.

- **Energy Efficiency:** Cal Cities supports effective leveraging of energy efficiency programs tailored to address local needs and concerns.

Microgrids

Cal Cities supports the use and deployment of microgrids, especially as a tool to aid energy resiliency and disaster preparedness.

Electric Industry Restructuring

Cal Cities supports the restructuring of the electricity services industry, provided it meets the following criteria:

- **Support the Concept.** Cal Cities of California Cities supports the concept of electric industry restructuring if it results in lower electricity rates that continue permanently into the future. Cal Cities does not support or oppose any specific form of restructuring and believes the program ultimately implemented must satisfactorily address the adopted criteria listed below. Any new industry restructure should be based on a thorough economic analysis of the full costs and potential benefits of the alternatives under consideration.
- **Equitable Benefits.** Any restructuring program should result in all ratepayers directly sharing in the benefits equitably.
- **Municipal Utilities.** Any restructuring program should maintain the concept of municipal utilities. No restructuring proposal should abridge the existing authority of municipal utilities to operate or abridge the ability of cities to form municipal utilities in the future.
- **Franchise Authority.** Cities should continue to have the authority to issue franchises and any program should be at least revenue neutral relative to revenue currently received from franchises.

- **Aggregation.** Under any restructuring program agreed upon by the PUC or the Legislature, cities should have the opportunity to become aggregators for municipal operations or the community at large. As an aggregator, a city would be able to combine the electric loads of various users and negotiate the purchase of electricity for those users.
- **Stranded Investments.** The problem of stranded investments should be resolved in a way that keeps investors, ratepayers, and generators financially whole. Any policy to deal with stranded investments for large energy producers (i.e., nuclear power) should be applicable to all other producers (i.e., independent power producers).
- **Wheeling.** Any program should facilitate the wheeling of electricity between generators and users.
- **Alternative Sources.** Consistent with existing Cal Cities policy that supports the development of alternative energy sources, any restructuring program should incorporate support for alternative energy in order to enhance the mix of energy sources available in California, both for environmental and strategic energy security reasons.
- **Biomass.** The unique problems of the biomass industry, as they relate to California's solid waste infrastructure, should be fairly resolved in any deregulation program.
- **Social and Environmental Impacts.** Consistent with existing Cal Cities policy, California should not abandon its energy programs that provide social and environmental benefits.

In addition to those policy guidelines, Cal Cities agrees that cities that are aggregators should be required to follow the same consumer protection standards as other aggregators, that participation in aggregation by an electricity user should be voluntary, and that cities should have

the opportunity to serve as aggregators for their municipal operations or for those residential or commercial customers who wish to participate in a city-sponsored aggregation program.

Finally, Cal Cities believes that any federal action in the area of electricity restructuring must not preempt legislation and actions in states that choose to restructure their utility industry if such federal action relates to state and local government home rule authority. This includes authority related to the regulation of rights-of-way, franchises, taxing utilities and services, or to aggregate.

In response to the energy crisis of 2001, Cal Cities adopted the following principles related to energy:

- **Land Use Control.** Local control over land use should be inviolate. Cal Cities will oppose legislation that restricts local land use control beyond that which is already in existing law.
- **Municipal Utilities.** The autonomy of municipal utilities should not be eroded. Cal Cities will oppose any legislation that harms municipal utilities.
- **Energy Prices and Rates.** Cal Cities is concerned about the impacts of escalating energy prices on the overall economic health of our state, including city budgets. Although at this time Cal Cities will not get involved in individual bills dealing with technical aspects of pricing, Cal Cities believes that any solution to address the short- and long-term energy price situation should meet several key criteria.
 - » Cal Cities believes energy prices should encourage conservation and reward those who reduce energy use (i.e., tiered rates).
 - » Cal Cities is concerned about the impacts of escalating energy prices on low-income residents and small businesses. Cal Cities supports energy pricing structures and other mechanisms to soften the impacts on this segment of our community.

- » In designing rates, the state should be aware of the operational constraints of some businesses and thus their potential inability to take advantage of conservation pricing. Thus, the state should provide other incentives to conserve to businesses that cannot take advantage of other options.
- **Conservation in City Facilities.** Support legislation that provides direct funding for conservation and demand reduction projects in city facilities.
 - » Work to obtain the greatest level of funding for local governments, and work with all authors and the Administration in crafting legislation that will be most effective and beneficial to local governments.
- **Siting Energy Facilities– Incentives to Local Governments.** Funding should be available to cities to streamline the siting process at the local level.
 - » Eligible projects to receive incentive payments would not only cover new electricity generating facilities, but also projects to expand existing generation facilities, to replace them with more efficient facilities, or to build renewable projects, including photovoltaics, fuel cells, or cogeneration.
 - » In order to stimulate the development of these facilities, it will be necessary to provide additional long-term community benefits that the local government can demonstrate to its citizens.
 - » Any city or county that approves siting of a privately developed generating facility should receive 100% of the property tax of that facility. To stimulate the development of projects such as cogeneration facilities, the standby charges for the facility should be waived.
- » The state should provide additional financial assistance to cities and counties for such projects, which could include the cost of transmission line extension.
- » Cal Cities will work to ensure that there are no negative impacts on municipal utilities from efforts to streamline energy facility siting.
- **Power Plant Siting – Other Issues.** Support legislation that increases the threshold at which a city is the lead permitting agency for an energy facility from 50 to 100 MW (or above). Oppose legislation that decreases this threshold.
 - » Take no position on proposals to streamline the facility approval process, except to suggest appropriate revisions to reflect technical comments from city experts on local government review and comment-related provisions.
 - » Explore exempting cities with municipal utilities completely from the Energy Commission review process for all power plants proposed within their jurisdiction, regardless of the size of the facility (i.e., the municipal utility city would have lead agency authority, regardless of the size of the facility).
- **Environmental Regulation of Power Plants.** Cal Cities should not get directly involved in legislative discussions and should not take a position on legislation to relax, suspend, or eliminate environmental regulation, with several exceptions.
 - » If environmental standards are relaxed, suspended, or eliminated, Cal Cities should seek legislation to ensure that cities do not bear the burden of meeting the shortfall in environmental protection. For example, suspended or reduced waste discharge requirements for a power plant may result in increased hot or salty cooling water discharged from a power plant into a bay

or stream. Publicly owned treatment works should not be required to meet a higher discharge level to offset the power plant discharge or fined as an indirect result of the increased water pollution that would result. Similar arguments can be made for air pollution burdens. There should be some sunset included for environmental waivers for re-powering of existing facilities and all new plants should be required to meet the BACT (best available control technology) standard.

- **Public Power Options.** Support all bills that enhance the public power options available to cities and counties.
 - » Condition support and/or sponsorship upon the correct language being written. Work with municipal utilities and others to ensure the provisions are drafted properly.
 - » Cal Cities should not support legislation that would give up the existing, limited authority of cities to regulate cable and telecommunications companies as a trade-off to make it easier to form a municipal electric utility.
- **Interruptible Rates.** Cal Cities should take no position on legislation dealing with changes to interruptible rates, but should watch the subject carefully.
 - » Cal Cities should comment on legislation, as appropriate, to express concern that resolution of the issue should seek equity in how it handles classes of ratepayers and communities. Legislation should take into consideration economic gains previously made by customers on interruptible rates and should provide assistance for those caught in extreme situations.
- **Rotating Outages – Exemptions.** Cal Cities should not get directly involved in bills dealing with which type of customers are exempt from rotating block outages and should not take a position on these bills. However, Cal Cities should work with police and fire chiefs to ensure that police and fire facilities are appropriately protected either legislatively or administratively, if proposals move ahead to expand the range of exempted facilities.
 - » Cal Cities should seek legislative or administrative resolution giving advance notification to those businesses, such as some agricultural businesses, that use hazardous materials that could pose a danger if the plant is not shut down properly.
 - » Cal Cities should seek grant or loan funding for essential services (i.e., police/fire, water/waste water) to purchase new or replace existing backup generators that are more energy-efficient and less polluting.
- **Wholesale Regional Price Caps – Federal Legislation.** Cal Cities should not take a position on federal legislation to give the Secretary of Energy authority to impose regional wholesale price caps on electricity. This is a mixed bag and Cal Cities should stay out of the issue.
- **Price Gouging by Electricity Suppliers.** Cal Cities should send a letter to the Governor and Attorney General supporting their ongoing efforts to determine whether wholesale market abuse occurred and asking that appropriate action be taken to remedy the problem if illegal activity occurred.

California Environmental Protection Act (CEQA)

Procedures and Notices

- **Fair Argument Test.** Cal Cities strongly opposes the elimination of the fair argument test as the threshold for determining whether to prepare an Environmental Impact Report (EIR). There are a number of other reforms that will reduce CEQA's complexity while preserving the fair argument test's role as a planning tool. These include funding for Master EIRs and eliminating attorneys fees for petitioners.
- **Master EIR Funding.** Cal Cities strongly supports the development of a funding source for Master EIRs. Both of the proposals contained in the Little Hoover Commission report would meet the needs of cities.
- **Exemption for Modified Project Renewals.** Cal Cities opposes exempting the renewal or reissuance of a permit, license, or other entitlement where there is a change in the project.
- **Centralized Responsible Agency Notification.** Cal Cities opposes shifting the responsibility to notify responsible agencies from the lead agency to the State Clearing House. Cal Cities opposes making identification of Responsible Agencies at the Notice of Preparation stage by other than the Lead Agency (e.g., the Office of Planning and Research) conclusive so that agencies not identified would be barred from later commenting on projects.
- **Responsible Agency Documentation.** Cal Cities supports requiring that Responsible Agency comments be supported by specific referenced documentation.
- **Substitution of Environmental Impact Statements.** Cal Cities opposes allowing an Environmental Impact Statement to be substituted for an Environmental Impact Report in any situation other than military base closures because the National Environmental Policy Act does not contain CEQA's duty to mitigate.
- **Duty to Respond to Comments.** Cal Cities opposes shielding lead agencies from responding to comments received more than 30 days after a Notice of Preparation (NOP) or received verbally.
- **Timelines for CEQA Contracts.** Cal Cities supports eliminating subdivision (b) of Public Resources Code Section 21151.5, which mandates the timeline for entering into CEQA contracts.
- **Arbitration of Disputes.** Cal Cities supports adding an arbitration option to the requirement that each county over 200,000 designate a "CEQA judge." Among the issues that will need further refinement are whether an alternative dispute resolution process should be a condition precedent to litigation, whether the alternative dispute resolution process would be binding on participants, and how to limit the alternative dispute resolution process to CEQA adequacy issues rather than community mitigation issues.
- **Good Faith Settlements.** Cal Cities supports discouraging lawsuits that have little merit by (1) eliminating the application of a multiplier analysis to the amount of attorneys fees awarded in a lawsuit that is subject to a settlement agreement; and (2) by precluding the adoption of measures or project conditions as part of a settlement agreement that do not mitigate a significant effect on the environment.
- **Recirculation Standards.** Cal Cities supports raising the threshold for recirculation of EIRs so that only new "significant unavoidable impacts" would necessitate recirculation.
- **Basis for Statements of Overriding Considerations.** Cal Cities supports clarifying that the basis for Statements of Overriding Considerations is information contained in the record.

- **Compliance with Local Public Notice Requirements.** Cal Cities supports legislation to require all projects proposed by state or local public agencies, including universities, community colleges, schools, counties, cities, and special districts, to comply with the identical local public notice requirements that would be applicable to projects sponsored by private developers in the jurisdiction where the project is located.
- **Tolling Agreements.** Cal Cities supports tolling agreements, but acknowledges and relies on existing published case law that already allows for the use of tolling agreements in CEQA cases.
- **Concurrent Preparation of Administrative Record.** Cal Cities opposes legislation that would require concurrent preparation of the administrative record and the electronic posting of administrative record unless (1) the full costs of concurrent preparation and electronic posting as determined by the lead agency are paid for by the applicant or other member of the public who requests these processes; and (2) a lead agency that is unable to comply with such a request, because of either lack of personnel or lack of technological capability is not required to provide these processes.
- **Court Remedies.** Cal Cities supports legislation that would clarify a court's ability to fashion a remedy that is specific to the project and limited to only those aspects of the project held invalid under CEQA.

Definition of a Project

- **Effect on the Environment.** Cal Cities supports narrowing the definition of "project" to prevent CEQA lawsuits on non-environmental matters.
- **School Operations Exemption.** Cal Cities supports exempting any school closure or student transfers from CEQA.

- **Categorical Exemption for Nonindustrial Infill Projects.** Cal Cities supports expanding categorical exemptions to include development projects in urbanized areas that are consistent with general plans, zoning and cumulative impact projections analyzed in a Master EIR. Such projects should be limited infill and nonindustrial.

Cal Cities supports legislation that exempts public works projects, within the existing right-of-way, from CEQA if approved by the city in which the project takes place.

Significant Environmental Effect

- **Significance Thresholds.** Cal Cities opposes the creation of a new mandate requiring each city to develop boilerplate significance thresholds. Cal Cities also opposes a single statewide set of standards for determining significance at the local level. Instead, Cal Cities supports requiring that each EIR contain significance thresholds formally adopted by the lead agency for the project.
- **Safe Harbor.** Cal Cities supports the concept of "safe harbor", which means that if a project complies with certain locally adopted standards, then a project could not be challenged in court based upon those impacts on the environment.
- **Aesthetics.** Cal Cities opposes any effort to limit a local agency's ability to challenge the aesthetic impact of a project under CEQA.
- **Consideration of Socio-Economic Factors.** Cal Cities opposes adding social, economic, recreational or other factors to be considered when analyzing the significance of environmental impacts.
- **Indirect Effects.** Cal Cities opposes amending the definition of effects to eliminate the analysis of indirect and cumulative environmental effects.

- **Cumulative Effects.** Cal Cities supports the elimination of EIRs for projects with solely cumulatively significant impacts where the impact has been addressed by a comprehensive plan that identifies specific mitigation measures. Cal Cities opposes exempting projects that are subject to their own subsequent environmental review from consideration as a reasonably foreseeable future project when analyzing cumulative impacts.
- **Statement of Overriding Considerations.** Cal Cities supports transparency in CEQA decision-making but opposes a public comment period for the notice of draft Statement of Overriding Considerations.

Alternatives

- **Alternative Site Requirement.** Cal Cities supports eliminating the alternative site requirement for all private projects.
- **Level of Detail.** Cal Cities supports requiring that projects of statewide, regional or area-wide significance describe at least two feasible project alternatives with a level of detail equal to the proposed project.
- **No Project Alternative.** Cal Cities opposes the elimination of the “no project alternative.”
- **Environmental Impact Report (EIR).** Cal Cities opposes the elimination of the fair argument test as the threshold for determining whether to prepare an Environmental Impact Report (EIR). Cal Cities strongly supports the development of a funding source for Master EIRs. Cal Cities supports adding an arbitration option to the requirement that each county over 200,000 population designate a “CEQA judge.”

Streamlining

Cal Cities supports expanding the definition of “emergency” under CEQA to include projects that mitigate a high threat to life and property as a result of a catastrophic wildfire.

Coastal Issues

Cal Cities opposes legislation that would permit the state to impose conditions on Local Coastal Plans developed by cities and counties.

Cal Cities supports efforts to curb frivolous appeals to local coastal decisions.

Cal Cities supports prohibiting the expansion of offshore oil and natural gas production along the California coast.

Cal Cities supports the Federal Coastal Protection Act, which prohibits additional offshore development through the year 2002. This position was based, in part, on concern about the impacts to on-shore support facilities and services by offshore development activities.

Cal Cities opposes legislation that grants authority to the Coastal Commission that is inconsistent, duplicative and overlapping with the authority of other regulatory agencies, such as regional water quality control boards or other agencies, or that grants the Coastal Commission authority outside the coastal zone.

Cal Cities affirms its commitment to local control by requesting the Coastal Commission to defer to the elected officials of a city with respect to choices in the implementation of a Local Coastal Plan that complies with the requirements of state law and regulation.

Cal Cities supports additional resources and tools to help cities plan for and address sea level rise. This includes efforts to better coordinate with the California Coastal Commission and Ocean Protection Council to combat sea level rise.

Miscellaneous

- **Mitigation Monitoring Program.** Cal Cities supports efforts to ensure compliance with Mitigation Monitoring Programs but opposes any effort to require local agencies to report on compliance or add other procedures regarding

the implementation of Mitigation Monitoring Programs.

Cal Cities supports the right of cities to serve as lead agencies for the purposes of the Surface Mining and Reclamation Act (SMARA).

Consistent with the policy adopted by the National League of Cities, Cal Cities believes the appropriate venue for addressing the issue of “regulatory takings” is within the evolving judicial interpretations of the Fifth Amendment of the U.S. Constitution.

- Cal Cities opposes any federal or state regulation, statute, or constitutional amendment which would place restrictions on federal, state, and local government actions regulating private property or requiring additional compensation beyond the continually evolving judicial interpretation of the Fifth Amendment of the U.S. Constitution.
- Cal Cities will oppose any legislation that includes such a provision, regardless of what else is included in the legislation (i.e., legislation that designates a listing of an endangered species as a “regulatory taking”).

Cal Cities supports the ability of local governments to voluntarily develop and approve species habitat plans for their communities, in conjunction with willing property owners. Cal Cities opposes requiring local governments to amend their general plans to include species habitat plans

developed by others but not approved by the local government.

Cal Cities supports legislation that imposes “Sinclair”- type fees on products in order to fund the cost of prevention or mitigation of the pollution or environmental and health impacts of such products. Cal Cities opposes legislation that would restrict the imposition of such fees at the state or local levels.

Cal Cities supports partnering with the Legislature and the Governor to address the devastating environmental impacts of illegal marijuana grows on both private and public lands and the associated threats to public safety. Cal Cities supports the creation of responsive solutions with adequate funding support and effective State and federal government leadership to address this widespread problem.

Cal Cities supports the careful development of forest waste biomass utilization programs to align environmentally responsible forest management and climate adaptation efforts that do not create a net increase in emissions of greenhouse gases or toxic air contaminants.

Note: *Cal Cities will review new legislation to determine how it relates to existing Cal Cities policies and guiding principles. In addition, because this document is updated every two years to include policies and guiding principles adopted by Cal Cities during the previous two years, there may be new, evolving policies under consideration or adopted by Cal Cities that are not reflected in the current version of this document. However, all policies adopted by Cal Cities Board of Directors or Cal Cities General Assembly become Cal Cities policy and are binding on Cal Cities, regardless of when they are adopted and whether they appear in the current version of “Summary of Existing Policies and Guiding Principles.”*

LEAGUE OF CALIFORNIA CITIES
California Water Guidelines
 FEBRUARY 2010

TABLE OF CONTENTS

I. California Water: General Principles.....20

II. Water Conservation.....21

III. Water Recycling.....22

IV. Water Quality.....22

V. Areas of Origin.....25

VI. Water Storage.....25

VII. Conveyance Systems.....25

VIII. Flood Management.....27

IX. Groundwater.....28

X. Fish And Wildlife.....28

XI. Drainage.....29

XII. Recreation.....29

XIII. New Technology.....29

XIV. Financial Considerations.....30

XV. Appendix A: Water Quality Improvement Initiative (2008).....30

XVI. Appendix B: Glossary.....32

NOTE: *The League of California Cities most recently updated and revised the California Water Guidelines in 2010. The effort began in 2008 with the formation of the Water Task Force, which was comprised of members from Cal Cities 16 Regional Divisions and all interested city officials. After months of meetings and conference calls, the Water Task Force submitted the California Water Guidelines revisions to the Board of Directors. Upon formal adoption by the Board, the California Water Guidelines were incorporated in the Environmental Quality Policy Committee's scope of responsibility. For additional information, please see the California Water Guidelines introduction on the following page.*

Introduction

The **California Water Guidelines** were first adopted by the League of California Cities (Cal Cities) in 1988. Cal Cities and the County Supervisors Association of California (CSAC) developed the guidelines. Together, at the time, the two organizations represented 58 counties and 449 cities.

Much has changed in the realm of water policy in the more than 20 years that have passed since the Guidelines were first adopted. The number of counties has remained at 58, but California has gained an additional 31 cities and the population of the state has increased to more than 38 million people, creating increased demands on water supply. There is growing recognition that there are better ways of managing the flow of water within California's many watersheds and through the Delta, to prevent harmful environmental impacts while still ensuring a reliable supply of water to its citizens. Climate change is seen as having an increasingly important impact on water supply and water quality. Water shortages place renewed emphasis on the importance of water reclamation, water recycling, and other means of nurturing and protecting an essential resource.

In 2003, Cal Cities Board created Cal Cities Water Quality Task Force to identify and evaluate wastewater and stormwater regulatory issues of concern to cities and to recommend steps that Cal Cities should take to address those concerns. The Task Force drafted new Cal Cities policy on water quality and the Cal Cities Board of Directors adopted their report on July 18, 2003.

In 2008, Cal Cities formed a new Water Task Force to consider updates and revisions to the Water Guidelines Cal Cities drafted and adopted 20 years earlier. Cal Cities 16 Regional Divisions designated voting members; but membership on the Task Force was open to all interested city officials, and meetings were open to all interested parties.

The Task Force first met in Sacramento in April 2009 and organized three working groups (Water Use, Water Supply, and Water Discharges). Members of the working groups held numerous meetings by conference call over the next two months. Subsequent meetings of the full Task Force were held in June and September 2009 before the revised Guidelines were submitted to Cal Cities policy committees in January 2010, for review and approval. The Guidelines were formally approved by the Cal Cities Board of Directors in February 2010.

The California Water Guidelines are designed to be used by policymakers at all levels of government in developing future water policy for the state of California. Cal Cities encourages city, county, and state officials, as well as representatives from other organizations, to review the guidelines as water policies and programs are developed.

I. CALIFORNIA WATER: GENERAL PRINCIPLES

1. Water needs are projected to increase significantly in the future. While water is a renewable resource, it is also a finite one.
2. Cal Cities supports the development of additional groundwater and surface water storage, including proposed surface storage projects now under study if they are determined to be feasible, including, but not limited to, environmentally, economically, and geographically relating to point of origin. Appropriate funding sources could include, but are not limited to, user fees, bonds, and federal funding.
3. Local, state, and federal agencies should prepare plans for short-term water emergencies as well as long-term cooperative water management plans and policies, such as the Integrated Regional Water Management Plan (IRWMP) process.

4. All water development projects must be economically, environmentally, and scientifically sound.
5. Critical California water issues cannot be solved without the cooperation of the state and federal governments. Communication and cooperation among policy groups with emphasis on finding statewide consensus is supported.
6. Adequate water quality requirements for wastewater discharge into surface water and groundwater to safeguard public health and protect beneficial uses should be supported. Beneficial water quality is fundamental to the health and welfare of California and all of its citizens.
7. The long-term viability of rivers and streams for instream uses such as fishery habitat, recreation and aesthetics must be protected.
8. Cal Cities encourages all cities to work with counties, water agencies, and special districts to facilitate water conservation, recycling, and reuse efforts.
9. Cal Cities supports state water policy that allows undertaking aggressive water conservation and water use efficiency while preserving, and not diminishing, public and constitutional water rights.
10. Cal Cities supports land use as an important strategy for water supply and water quality benefits.

II. WATER CONSERVATION

1. **Statewide Goal.** Cal Cities supports the development of a statewide goal to reduce water use by 20% by 2020 through the implementation of fair and equitable measures consistent with these principles.
2. **Statewide Effort.** Accomplishing water conservation and water use efficiency goals will require statewide action by

all water users, including residential, commercial, industrial, and agricultural water users, local and regional planning agencies, state and federal agencies, chambers of commerce, and business, commercial and industrial professional and trade associations.

3. **Comprehensive Solutions.** Water conservation and water use efficiency must be part of a comprehensive solution that includes local resource development and infrastructure improvements, including storage and conveyance, as part of a statewide system that promotes economic and environmental sustainability.
4. **Monitoring, Reporting, and Accountability.** Cal Cities supports the implementation of programs to assure prudent measurement and monitoring of water use to provide accountability and transparency toward the accomplishment of water conservation and water use efficiency goals.
5. **Protect Water Rights.** Implementation of water conservation and water use efficiency programs must be consistent with existing state law in that the act of conservation cannot be allowed to undermine the water rights of the entities implementing the water conservation or water use efficiency program or interfere with existing water conservation or water use efficiency projects.
6. **One Size Does Not Fit All.** Water conservation and water use efficiency programs must have the flexibility to adjust to widely varying local circumstances recognizing that one size does not fit all. Cal Cities encourages each city to develop its own ordinance outlining its conservation plan.

7. Urban Water Conservation and Water Use Efficiency. In urban areas, Cal Cities advocates for the implementation of residential and commercial retrofit programs, innovative pricing strategies, water-efficient landscaping, including the implementation of urban Best Management Practices (BMPs).

Cal Cities encourages cities to consider the Ahwahnee Water Principles for Resource-Efficient Land Use when making future land use decisions. (<http://www.lgc.org/about/ahwahnee/h2o-principles/>)

8. Agricultural Water Use Efficiency. In agricultural areas, Cal Cities advocates for incentive-based programs.

III. WATER RECYCLING

1. Wherever feasible, water recycling should be practiced in urban, industrial, and agricultural sectors. This includes increasing the use of recycled water over 2002 levels by at least one million acre-feet/year (afy) by 2020 and by at least two million afy by 2030.
2. Potable water should include as much use of reclaimed water and water conservation by 2030 as possible.
3. Increased recycling, reuse, and other refinements in water management practices should be included in all water supply programs.

IV. WATER QUALITY

1. General

- a) Cal Cities supports the development of objectives and standards to assure high-quality water throughout California. Surface and groundwater should be protected from contamination.

- b) Cal Cities supports efforts to provide safe and affordable drinking water across the state. However, Cal Cities opposes imposing a tax on water as a funding mechanism.
- c) Cal Cities supports the development of economic protocols and guidelines to assist local governments and water boards in determining reasonably achievable, cost-effective, and environmentally sound regulations.
- d) Cal Cities supports the ability of cities to enact discharge and water quality requirements or standards that are stricter than state or federal standards and opposes efforts to restrict such authority.
- e) When addressing contamination in a water body, water boards should place priority emphasis on clean-up strategies targeting sources of pollution, rather than in-stream or end-of-pipe treatment.
- f) Cal Cities encourages water boards to address cross-media pollution of water including, but not limited to, the problems of atmospheric deposition of water pollutants.
- g) Cal Cities encourages all state offices, departments, and boards to comply with state policy for water quality control, including compliance with the Basin Plans.
- h) Cal Cities encourages Federal and State Governments to ensure proper funding to the U.S-Mexico Border Water Infrastructure Program to address issues related to cross-border pollution.

2. Water Board Reforms

- a) Cal Cities generally supports the concept of water board reform.
- b) Any water board reforms should recognize the inherent differences between cities and regions in California.
- c) Water board reform should recognize the symbiotic relationship between regional water quality control boards and local governments.
- d) Cal Cities supports the retention of designated local government representatives on the regional boards and the inclusion of a designated local government representative on the State Water Board.
- e) Cal Cities supports streamlining the board process, including delegating permit authority to the executive officers, with rights of appeal, and giving greater authority to the State Water Board over regional board policies and decisions.

3. Basin Plan Updates

- a) Cal Cities supports the option of local agencies developing funding for basin plan updates.
- b) Cal Cities supports comprehensive updates to the basin plans that recognize the unique and varied nature of stormwater. Basin plans need to recognize the unique and varied nature of stormwater, both wet weather and dry weather runoff.
- c) Basin plan updates should comply with the Porter-Cologne requirements to recognize economic impacts, local drainage conditions, and scientific consensus, including source control and atmospheric deposition strategies.

4. National Pollutant Discharge Elimination System (NPDES) Permits

- a) Cal Cities supports reform of the State's Water Board's administration of the federal NPDES program.
- b) Cal Cities encourages the water boards to issue permits that are reasonably achievable, based on the unique conditions of a city or region.
- c) Cal Cities supports regulations and legislation that promotes watershed management, that appropriately spreads the responsibility for clean water beyond the requirements that apply to point-source dischargers, municipal storm drain systems and publicly-owned treatment works.
- d) Cal Cities generally opposes legislation that requires the use of numeric limits in waste discharge permits, especially in stormwater permits, because of the difficulties in meeting them, problems with exceeding them, and the cost and potential enforcement impacts.
- e) Cal Cities supports the development of a standard definition of "maximum extent practicable."

5. Total Maximum Daily Load (TMDL)

- a) Cal Cities supports the development of reasonably achievable, environmentally sound, and cost-effective TMDL's based on monitoring and sound science and addressing local water conditions.
- b) Although Cal Cities is supportive of local agency development of TMDL funding, greater emphasis needs to be given to state and federal funding of the TMDL program, including providing increased funding to local government for implementation.

- c) Cal Cities supports the implementation of TMDLs through alternatives to the NPDES permits, consistent with the Clean Water Act and policy, such as Memorandums of Agreement between local governments and the water boards.

6. Water Quality Recommended Legislation/Policies

- a) **Ex-Parte Communication.** Cal Cities supports public access to decision-makers, including during the time that new proposed permits and permit terms are being proposed. Cal Cities also supports access to pending permittees outside of the administrative process.
- b) **Maximum Extent Practicable (MEP).** Cal Cities supports legislation to define MEP.
- c) **Safe Harbor.** Cal Cities supports legislation that provides immunity from fines or third-party litigation for a local government that is in compliance with the maximum extent practicable iterative best management practices
- d) **Mandatory Minimum Penalty (MMP).** Cal Cities supports legislation to modify the MMP provision of the existing law to make them fair and equitable for local governments. This would include eliminating the provisions relied upon to compound penalties for single violations and providing economic hardship exemption for small cities (50,000 in population or less) where there have been no significant adverse impacts on the public or the environment from the alleged violation.

- e) **Economic Analysis.** Cal Cities supports legislation to develop economic protocols and guidelines to assist local government and the water boards in determining reasonably achievable, cost-effective, and environmentally sound regulations, as outlined in Porter-Cologne Sections 13000 and 13241.

- f) **Basin Plans.** Cal Cities supports legislation allowing local agencies to participate in funding basin plan updates.

- g) **Water Softeners.** Cal Cities supports the right for cities to enact ordinances that restrict the use of water softeners.

- h) **Local Discharge Prohibitions.** Cal Cities supports legislation that would enable cities to adopt ordinances that limit or regulate industrial discharges into local sewers and storm drains, based on limits in municipal discharge permits.

7. General Water Quality Guidelines

- a) Protection and maintenance of objectives and standards to assure high-quality water throughout California is essential. Beneficial uses of surface and groundwater should be protected from contamination, even when treatment methods are available to meet drinking water standards.
- b) Local, state, and federal governments and the private sector should provide for the safe management of hazardous materials, including mining leachates, to avoid pollution and degradation of both surface water and groundwater.
- c) Adequate research funding to determine appropriate public health standards for water should be supported.

- d) Additional research and education in the application and use of herbicides and pesticides and alternatives to their usage as well as research to reduce industrial and household hazardous wastes should be supported.
- e) The importance of water quality of bays, estuaries, groundwater, and other bodies of water important to municipalities, including the problem of saltwater intrusion, should be recognized.

V. AREAS OF ORIGIN

1. Ultimate reasonable and beneficial water needs of all areas of origin should be assured. State law should continue to provide that only water surplus to the reasonable and beneficial needs of the areas of origin may be exported. Cal Cities supports preserving the principle of protecting the water rights of areas of origin.
2. Areas of origin protections should apply to all water sources, including groundwater.
3. Reasonable and beneficial water needs of the areas of origin should include instream needs or uses, including recreation and sediment flushing.
4. Areas of origin should be afforded financial assistance, such as the Davis-Grunsky type bonds, in developing new water facilities.
5. Projects that export water from areas of origin should not increase the cost of new local water development projects.
6. Those features of new projects that are required by state and/or federal agencies to enhance area of origin recreation, fish, wildlife, and water quality should be the financial responsibility of the state and/or federal government.

7. New policies and programs should not undermine or alter the water rights of the entities implementing the policies or programs.

VI. WATER STORAGE

1. Cal Cities believes that California needs to develop additional water storage and therefore believes that the construction and retention of economically feasible and environmentally sound flood control, storage and multi-use projects that will meet present and future needs should be supported.
2. The development of additional surface facilities and the use of groundwater basins to store surface water that is surplus to that needed to maintain State Water Resource Control Board (SWRCB) Bay-Delta estuary water quality standards should be supported.
3. Cal Cities encourages project developers to mitigate the negative impacts of water storage projects on fishery and wildlife resources, adjacent lands, water quality, and recreation.

VII. CONVEYANCE SYSTEMS

1. Statewide

- a) Conveyance facilities including, but not limited to, the Sacramento River, whether man-made or natural, should be constructed and/or operated to minimize seepage and erosion problems and, where practicable, to restore or maintain river functions and to protect previously existing riparian habitats. They should be constructed to mitigate these problems and other adverse impacts on adjacent lands.
- b) The owner or purveyor of the water conveyance system should be responsible for correcting adverse

impacts, i.e., erosion, seepage, and sediment problems upon waterways, either anthropogenic or natural.

- c) Environmentally-sound methods of erosion-control should be encouraged along river banks to protect adjacent lands from flood or other erosive flows provided any adverse impacts on fish and wildlife habitats are mitigated.
- d) Local distribution systems should be interconnected with regional systems, where feasible, to assist in maximizing the use of local ground and surface waters during droughts and emergencies.
- e) Solving the water quality, levee stability, and fishery problems in the Sacramento-San Joaquin Delta is a primary step in developing any plan to meet the state's water needs.
- f) Cal Cities acknowledges that the use of the Sacramento River as a conveyance system presents problems of erosion and seepage which must be addressed in the operation of existing projects and the design of future projects.

2. Delta

- a) Conveyance of water across the Delta should be through existing channels wherever possible. Delta transfer system improvements should be constructed and operated so as to minimize or, if possible, eliminate reverse flows in the lower San Joaquin River.
- b) Construction of Delta transfer facilities should not proceed until the Department of Fish and Game and the Department of Water Resources have entered into an agreement to implement measures to offset the

State Water Project's impacts on the Delta fisheries and other ecological concerns in the Bay-Delta estuary, which are shown to be adversely affected by the proposed transfer facilities.

- c) Implementation of an integrated program of rehabilitation and maintenance of Delta levees involving federal, state, local, and user interests for the purposes of protecting the islands, waterways and other features including, but not limited to, highways, railways, water conduits, natural gas storage, etc., should be supported. Costs and responsibilities should be fairly allocated among beneficiaries of such a program.
- d) Until an integrated Delta levee program is initiated, the Delta levee maintenance program, (by former California Sen. Howard Way), California Water Code Sections 12980-12991, should be funded and implemented.
- e) Any Delta governance and/or water management structure should include local government representation from the Delta region.
- f) When assessing conveyance projects, Cal Cities encourages cities to consider the guidelines outlined in other areas of this document.
- g) Protection, as well as enhancement where practicable, of Delta water quality, while providing adequate future supplies for all segments of the state, should be required.
- h) Standards balancing the protection of all beneficial uses of Bay-Delta waters, including water flowing into or exported from the Delta, must be adopted by the SWRCB and enforced

to protect the environmental health of the Bay-Delta system. Pollution from point and non-point sources into the Bay and Delta shall be controlled as stringently as practicable.

- i) Programs and facilities to assure safe drinking water for importing regions dependent on the Delta should be supported.
- j) The SWRCB should assure continued monitoring for contaminants in the Delta.

VIII. FLOOD MANAGEMENT

1. Cal Cities believes that our citizens have a reasonable expectation that their federal, state, and local governments will work to protect them from flooding.
2. Cal Cities believes that flood protection and management is a statewide issue, involving flood infrastructure issues related to levees, urban/suburban/rural creeks, streams and rivers, and alluvial fans.
3. Cal Cities believes that it is important to recognize that levee failures in the Sacramento-San Joaquin River Delta have water quality, water supply, and economic impacts that may have statewide effects beyond the local or regional levee break situation.
4. Flood control issues require cooperative planning, evaluation, and solutions that utilize a regional and statewide perspective, such as the state IRWMP process.
5. In assessing problems and proposing solutions, it is important to consider the differences between infill development and new, greenfield development.
6. The public safety and health of California citizens and the economic health of

California communities and our state depend upon good flood protection. This includes the potentially devastating impacts of floods on homes and businesses.

7. Cal Cities supports efforts to improve communication, cooperation, and better-coordinated planning between different government agencies involved in flood management. Cal Cities believes that there must be a genuine partnership between state and local agencies in addressing flood control issues.
8. Cal Cities believes cities must ask the right questions and have the means to obtain accurate information prior to approving development in floodplains. This involves educating elected officials and staff about whether their city is located in a floodplain, the local flood control infrastructure, the agencies that are responsible for providing flood protection, the status of levees and other structures that provide flood protection, emergency response, and evacuation protocols, and how their city would be impacted by flooding.
9. Cal Cities believes that city officials should understand that a 100-year flood zone does not mean a low, once-in-100-years risk of flooding. The designation actually means that there is a 1% chance of flooding in any given year. This translates to a 26% chance of flooding over the life of a typical 30-year mortgage.
10. Cal Cities supports a 200-year flood standard for cities in the Sacramento-San Joaquin and Central Valleys.
11. Cal Cities generally endorses the recommendations of the state's Flood Control Task Force, especially those recommendations involved in updating

the CEQA Checklist and General Plan Guidelines and building codes.

12. The state, Army Corps of Engineers (ACOE), and Federal Emergency Management Agency (FEMA) should work collaboratively with state and local governments regarding flood issues.

IX. GROUNDWATER

1. The SWRCB, through the regulatory process of its regional boards, should ensure the highest possible quality and safety of groundwater by preventing contamination from point and non-point sources, especially for usable water.
2. Local drilling, sealing and abandonment ordinances for water supply and monitoring wells for the protection of groundwater and public health should be supported.
3. The principle that local entities within groundwater basins (i.e., cities, counties, special districts, and the regional water quality control boards) working cooperatively should be responsible for and involved in developing and implementing basin-wide groundwater, basin management plans should be supported. The plans should include, but not be limited to: a) protecting groundwater quality; b) identifying means to correct groundwater overdraft; c) implementing better irrigation techniques; d) increasing water reclamation and reuse; and e) refining water conservation and other management practices.
4. An active state and federal role in cleaning up contaminated groundwater basins should be supported.
5. State and federal involvement, if requested, in developing groundwater management plans should include technical assistance for defining the characteristics of groundwater resources.

6. Financial assistance from state and federal governments should be made available to requesting local agencies to develop and implement their groundwater management plans.

7. Planned, joint use of surface and groundwater and the development of incentives for such conjunctive use for increased efficiency should be encouraged.

8. Early development of a cost-sharing formula among all beneficiaries to fund groundwater replenishment projects should be supported.

9. The importation of additional supplemental water, consistent with Section VI Conveyance Systems, as one means of eliminating groundwater overdraft in the critically overdrafted basins should be supported.

X. FISH AND WILDLIFE

1. Protection, maintenance, and restoration of fish and wildlife habitats, resources, and their beneficial uses, including recreational and commercial uses, should be supported. Where feasible, enhancement of fish and wildlife habitats should be provided.

2. Water projects shall mitigate adverse impacts on fish and wildlife resources. Mitigation measures shall be on-site, if feasible; otherwise, as close as practicable to the area of adverse impact. Where practicable, such projects should incorporate programs designed to eliminate unnecessary barriers or impediments to fish migration, stabilize areas of streambank erosion, increase

spawning and rearing habitat for fish, and maintain riparian vegetation for cover and temperature control.

3. Protection and restoration of documented fish habitats should be supported.

XI. DRAINAGE

1. Agricultural Drainage

- a) Finding long-term, economically feasible, and environmentally sustainable solutions to agricultural drainage problems is essential and in the public interest. Solutions must be safe and environmentally acceptable in order to protect:
 - » Viability of agricultural lands;
 - » Rivers, estuaries, and groundwater from potential degradation from agricultural drainage; and
 - » Water quality for public consumption. Drainage of agricultural lands must be part of current and future agricultural water project planning and implementation.

- b) Both state and federal funding should be provided to investigate: a) further improvement in irrigation and drainage management practices and conservation; b) evaporation ponds; c) deep-well injection; and d) desalination and other treatment technologies. An equitable cost-sharing formula for implementing solutions to existing and future drainage problems shall include state and federal governments and irrigation project beneficiaries.

3. Other (Run-Off)

- a) Finding safe and environmentally acceptable solutions to problems caused by run-off from non-point

sources is essential and in the public interest.

- b) Similarly, finding safe and environmentally acceptable solutions to other drainage and run-off problems, such as those caused by mining, dairying, and forest practices, is essential and in the public interest.
- c) Equitable cost-sharing among appropriate public and private bodies for implementing solutions to urban and other run-off problems should occur.

XII. RECREATION

1. Water development projects should minimize adverse impacts to existing recreational uses and provide new recreational opportunities where feasible.
2. The state and federal governments and the recreational users should bear the recreational development costs of water projects.
3. Operation and maintenance costs of recreational facilities developed in conjunction with water projects should be provided from on-site user fees and other applicable sources. Other costs incurred as a result of these recreational activities, such as law enforcement and emergency rescue, should receive appropriate assistance from state and federal sources.

XIII. NEW TECHNOLOGY

Development of new technology in water use, reuse, desalination, detoxification, and so forth is encouraged. This should be primarily funded by the federal and state governments. Public-private partnerships in this research also should be encouraged. A high priority should be given to the protection of public health. New technology should be evaluated based on sound science.

XIV. FINANCIAL CONSIDERATIONS

1. It is recognized that:
 - a) The development and operation of water supply, water conveyance, flood control and stormwater management, water storage, and wastewater treatment facilities is frequently beyond the capability of local areas to finance;
 - b) Since most facilities have widespread benefits, it has become traditional for federal, state, and local governments to share their costs; and
 - c) It is necessary that such sharing be continued and that different institutional arrangements including cost-sharing formulas among all beneficiaries, public-private partnerships, and user fees should be explored.
 - d) The requiring agency (whether it be state, federal, or otherwise) should pay for the features of projects or programs that are required by that agency.
 - e) Cal Cities supports legislation to provide funding for stormwater, water, and wastewater programs, including a constitutional amendment or legislation which would place stormwater fees in the category of water and wastewater fees for the purposes of Proposition 218 compliance.
 - f) Any agency that regulates water with regard to local governments needs to be involved in the appropriate city with regard to how the city will pay for the new regulatory burden imposed by the agency.

Appendix A

State Water Resources Control Board Water Quality Improvement Initiative (2008)

1. Water Quality Improvement Initiative Item #1 (WQI 1): Cal Cities supports applying the 10% rule "One Per Region Basis"
2. WQI 2: Cal Cities supports staggering the regional water board terms
3. WQI 3: Cal Cities has no recommendation on reducing the size of the regional water board from nine members to seven, with the exception that at least one person on the regional board should have local government experience.
4. WQI 4: Cal Cities supports delegating permitting authority to the regional water board executive officer and that the executive officer should take his or her direction from the State Water Resources Control Board (SWRCB).
5. WQI 5: Cal Cities is opposed to regional water board's having full-time chairs.
6. WQI 6: Cal Cities is opposed to the creation of a statewide council of full-time regional water board chairs. (Note: Water Discharge Subcommittee members believe that it may be helpful to combine a number of regional boards into larger regional boards to address areas that are similar (e.g., Los Angeles and Orange County). A large regional board could bring more consistency to basin plan management. Any inconsistencies between the regional boards should be addressed by the state Board.)
7. WQI 7: Cal Cities supports the implementation of biennial priority setting based on the Strategic Plan, with six-month updates by the regional water boards.

8. WQI 8: Cal Cities is opposed to allowing the SWRCB to make the TMDL environmental process subject to NEPA instead of CEQA.
9. WQI 9: Cal Cities supports requiring a TMDL to be affirmatively approved by the State Water Board or upon petition.
10. WQI 10: Cal Cities supports requiring the regional water board to consider costs of TMDL compliance.
11. WQI 11: Cal Cities supports authorizing the SWRCB to make changes to TMDLs, rather than remanding these decisions back to the regional water boards (Note: Subcommittee members believe that this policy should be tied into WQI#9).
12. WQI 12: Cal Cities has no position on confirmation of regional water board conflict of interest rules with the Political Reform Act – (Note: the Subcommittee asked for a legal opinion. The question is: “What are the current conflict of interest rules pursuant to AB 1234?” Staff and members believe that this provision is similar to what already exists for other state boards [example: Waste Board].)
13. WQI 13: Cal Cities has no position on the establishment of civil penalties for fraudulent information with regard to reporting by permittees.
14. WQI 14: Cal Cities is generally opposed to any removal of notice and hearing requirements prior to the SWRCB referring a case to the State Attorney General for additional action.
15. WQI 15: Cal Cities has no recommendation on the additional authorization of district and city attorneys to pursue civil violations (for cities over 750,000 in population).
16. WQI 16: Cal Cities believes the state should limit the number of mandatory minimum penalties (MMP) to one violation, and the population limit to qualify under the MMP law as a small, disadvantaged community for a single missing report should move from 10,000 to 50,000 (in accordance with federal law).
17. WQI 17: Cal Cities has no recommendation on early payment of MMP violations.
18. WQI 18: Cal Cities supports the enhanced ability of the Regional Water Boards to administratively enforce state Underground Storage Tank (UST) Requirements.
19. WQI 19: Cal Cities supports enhanced oversight of UST testers.
20. WQI 20: Cal Cities supports moving the SWRCB Enforcement Report deadline to July 1.
21. WQI 21: Cal Cities supports the SWRCB developing and implementing performance measures
22. WQI 22: Cal Cities supports improved data management systems for the SWRCB.
23. WQI 23: Cal Cities generally has no recommendation on the standardization of NPDES permits and believes that this issue should be worked out with the individual regional water boards.
24. WQI 24: Cal Cities generally has no recommendation regarding the update of SWRCB Strategic Plan.
25. WQI 25: Cal Cities supports SWRCB conducted training of regional water boards, provided the SWRCB both conducts the training and sets consistent standards statewide.

Appendix B

GLOSSARY

- **Affordable:** A word used increasingly to express concern whether recipients of water will be able to meet the cost. Whether people view water as affordable will depend on many factors.
- **Agricultural Drainage:** Usually refers to installed drains to permit removal of water which accumulates within a plant root zone. May be essential to maintain a favorable salt balance for plant growth. May contain selenium, salinity, pesticides, herbicides, etc.
- **Area and County of Origin Protections:** Refers to legislative provisions for protecting water rights of these areas.
- **Area of Origin Law:** Applies to a watershed or area wherein water originates, or an area immediately adjacent thereto which can be conveniently supplied with water therefrom. Because this law was enacted as part of the Central Valley Project Act, it applies to the Sacramento River watershed. The Burns-Porter Act subsequently defined the Sacramento-San Joaquin Delta to be part of the watershed of the Sacramento River. Gives area of origin preferential rights regarding operation of federal Central Valley Project and to contract for State Water Project water and to certain rights to construct projects or make diversions, provided use is reasonable and beneficial. (California Water Code Sections 11128, 11460-11463).
- **County of Origin Law:** Prohibits State Water Resources Control Board from the assignment of rights which will deprive a county in which the water originates of such water necessary for the development of the county. (California Water Code Section 10505).
- **Delta Protection Act:** Establishes that an adequate supply of water in the Delta is necessary to the peace, health, safety, and welfare of the people of the state, except that delivery of such water is subject to County of Origin and Area of Origin laws. (California Water Code Sections 12200-12220).
- **California Wild and Scenic Rivers Act and Federal Wild and Scenic Rivers Act:** Establish certain rivers or sections of rivers to be preserved in their free-flowing condition. The California law (California Public Resources Code Sections 5093.50-5093.65) allows domestic water diversion for residents of counties through which the river flows, provided there is no adverse effect upon the free-flowing character of the river. California law finds that the free-flowing state of such rivers is a reasonable and beneficial use within the meaning of the state constitution.
- **Atmospheric Deposition:** The transfer of pollutants suspended in the air to the earth's surface. Pollutants move directly from the atmosphere into water bodies through precipitation, falling particles, or the absorption of gases into water. They also may be deposited over land and transported to water bodies via runoff. Atmospheric deposition is believed to be a significant source of various pollutants to many water bodies.
- **Basin Plan:** The Regional Water Quality Control Plan adopted by a regional water quality control board for that board's area of responsibility in California. (See Cal. Water Code Section 13240). The basin plan establishes water quality standards, uses, and other criteria for surface and ground waters.
- **Best Management Practices (BMPs):** Methods, measures, or practices designed and selected to reduce or eliminate the discharge of pollutants to surface waters from point and nonpoint source discharges, including urban runoff. BMPs include structural and

nonstructural controls, and operation and maintenance procedures, which can be applied before, during, and/or after pollution-producing activities.

- **California Toxics Rule (CTR):** A federal rule adopted by the U.S. EPA on May 19, 2000, which established numeric criteria for various priority pollutants for California. The rule can be found at 65 Federal Register 31682-31719, and was codified in the Code of Federal Regulations at 40 CFR 131.38.
- **Characteristics of Groundwater Resource:** Include quality, quantity, rate of renewal, and yield.
- **Clean Water Act (CWA):** A comprehensive water quality statute (33 USC 1241 et seq.). The CWA was first adopted by Congress in 1972 and later amended in 1987 to apply to stormwater/urban runoff. The CWA was designed to restore and maintain the chemical, physical, and biological integrity of the nation's waters to support "the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water."
- **Coliform:** A group of related bacteria that are generally benign to humans. They are natural and common inhabitants of the soil and ambient waters (e.g., lakes, rivers, and estuaries), as well as the gastrointestinal tracts of animals.
- **Compensation:** Full replacement for unavoidable fish and wildlife resource losses in terms of habitat area and long-term renewability of the quality and quantity of such resources. In the interest of clarification, compensation does not mean monetary payment as a substitute for replacement of resources losses.'
- **Conjunctive Use of Surface and Groundwater:** Planned joint use of surface and groundwater. This usually involves maximizing the use of surface water in wet years (with minimum groundwater pumping) and using any surplus surface water to recharge groundwater, and in dry years augmenting surface supplies by drawing on the stored groundwater.
- **Conservation:** Fish and wildlife resource loss prevention, mitigation, and compensation.
- **Conservation (of Water):** Means efficient use of water. Also means reducing water losses or eliminating waste; storing water for water use; preserving water quality.
- **Contamination:** An impairment of the quality of the waters of the state by waste to a degree that creates a hazard to the public health through poisoning or through the spread of disease. (California Water Code Section 13050) (See "Pollution").
- **Contamination Sources:**
 - » **Point Discharge:** Source is identifiable, as from a pipe or drain ditch.
 - » **Non-Point Discharge:** Sources are more diffuse and not easily identified with well-defined outlets; includes runoff from agricultural or forested land, general urban runoff, except where collected in identifiable drains.
 - » **Cross-Media Pollution:** The contribution or "flux" of pollution from one environmental medium to another. (For instance, the transfer of pollutants from the atmosphere to water.)
- **Davis-Grunskv Bond:** This legislation established a bond fund to facilitate the financing of projects in counties with limited financial resources.
- **Demand/Need:** "Demand" usually refers to a statement of water requirements that may be projected on the basis of past water use practices. In contrast, "need" is intended to refer to water that is truly needed to satisfy a purpose if water is efficiently utilized.

- **Delta:** Refers to the Sacramento-San Joaquin Delta. 700,000 acres of islands, waterways, levees, and lands into which the natural runoff flows from the Sacramento, San Joaquin, Mokelumne, and Consumnes river systems before either being exported or entering the San Francisco Bay and then, the Pacific Ocean.
- **Desalination:** A process designed to treat brackish or seawater to make it useful for potable or non-potable use.
- **Enhancement:** Development or improvement of fish and wildlife resource values of the area affected by a project beyond that which would occur without the project.
- **Enterococcus:** A non-coliform bacteria group used as an indicator of the presence of fecal material in drinking and recreational waters. USEPA believes that enterococci have a better correlation with swimming-associated gastrointestinal illness in both marine and freshwaters than coliform organisms, and “die off” more slowly in saltwater.
- **Environmentally Safe:** Not a precise technical term but used to mean actions that have little or no adverse impact.
- **Economically Sound/Feasible:** Not a precise technical term, but one that refers to a balance of costs and benefits. Formerly emphasis was placed on calculating benefit-cost ratios. Uncertainties and possible abuses in such calculations have raised questions concerning the usefulness of such calculations. Problems include what types of benefits to involve, as well as what costs to involve. Many, including environmentally-related benefits and costs, cannot be adequately quantified.
- **Fish and Wildlife Issues:** See Compensation, Conservation, Enhancement, Fish and Wildlife resources, Instream uses, Loss prevention measures, Mitigation, Preservation, Protection, and Restoration.
- **Fish and Wildlife Resources:** Birds, mammals, fishes, amphibians, reptiles, invertebrate animals, endangered, threatened or rare native plants, their habitat area, and all types of aquatic and land vegetation and other factors of the environment upon which resources are dependent. (See Fish and Game Code Section 45 for the definition of fish).
- **Flood Irrigation:** Used to describe what is more appropriately called basin and border irrigation in which land prepared as basins or land bordered by small levees is irrigated with relatively large streams of water.
- **Groundwater Management:** The process of controlling the extraction of groundwater and/or planned recharge to manage the supply and/or quantity of groundwater. Objectives of groundwater management may include minimizing (or preventing) adverse effects such as groundwater overdraft or quality degradation. (Also see conjunctive use and water management practices).
- **Groundwater Overdraft:** Where, over a period of time, groundwater extraction exceeds natural or artificial recharge.
- **Indicator Bacteria:** Bacteria that are used to assess the microbiological quality of water because, although not typically disease-causing themselves, they may indicate the presence of several waterborne disease-causing organisms. The concentration of indicator bacteria is used as a measure of water safety for body contact and for consumption of water.
- **In-stream Uses:** Include fish, wildlife, recreation, aesthetics, hydropower production, dilution of contamination, waste discharge, and sediment transport.
- **Local Entities:** Includes cities, counties, water districts, joint powers, etc.
- **Loss Prevention Measures:** Designing and implementing measures to avoid immediate

and long-term impacts to fish and wildlife resources.’

- **Maximum Extent Practicable (MEP):** The vaguely defined standard set forth in the CWA to be included in Municipal NPDES Permits to be complied with by municipal dischargers in order to reduce the discharge of pollutants from their municipal separate storm sewer systems. CWA Section 1342 (p)(3)(B)(iii) requires that permits for discharges from municipal storm sewers “shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques and systems, design and engineering methods, and such other provisions as the Administrator or the State determines appropriate for the control of such pollutants.”
- **Mitigation:** Measures to lessen or reduce adverse effects on fish and wildlife resources through the use of structural and non-structural loss prevention measures in project design and operations. (See CEQA Guidelines Section 15370) NEPA regulations have a functionally similar definition. NEPA definition includes restoration as a mitigation measure, however.
- **National Pollutant Discharge Elimination System (NPDES):** The program for issuing, modifying, revoking, and reissuing, terminating, monitoring, and enforcing wastewater and stormwater discharge permits, and imposing and enforcing pretreatment requirements under CWA.
- **Non-Point Source Discharge:** Pollution caused by rainfall or snowmelt moving over and through the ground. As the water moves, it picks up and conveys natural and human-made pollutants, depositing them into water bodies and groundwater. Atmospheric deposition and hydromodification are also nonpoint sources of pollution.
- **Numeric Limits:** Numeric or numerically expressed narrative restrictions on the quantity, discharge rate, concentration, or toxicity units of a pollutant or pollutants that may be discharged from an NPDES permitted location or outfall.
- **Pathogens:** Disease-causing bacteria, viruses, and protozoans that are transmitted to people when they consume contaminated water.
- **Pollution:** An alteration of the quality of the waters of the state by waste to a degree which unreasonably affects: (1) such waters for beneficial uses, or (2) facilities that serve such beneficial uses. Pollution may include contamination. (California Water Code Section 13050: Please see “Contamination”).
- **Porter-Cologne Water Quality Control Act (Porter-Cologne):** The California equivalent of the federal Clean Water Act. This legislation established that the State Water Resources Control Board (State Water Board) has the ultimate authority over state water rights, water quality policy, and the nine regional water quality control boards (regional water boards) which oversee water quality on a day-to-day basis in their geographic regions.
- **Preservation:** Maintenance and protection of fish and wildlife resources at levels that existed prior to the commencement of a (the current) project. Preservation is achieved through mitigation for avoidable resource losses and/or compensation for unavoidable resource losses and/or compensation for unavoidable resource losses. The term “preservation” is synonymous with “conservation” as used in the U.S. Fish and Wildlife Coordination Act. Preservation does not assume that restoration will occur, but it could.
- **Project Beneficiaries:** Those who gain value in some fashion from any of the following: water supply, flood control, power generation, recreation, salinity repulsion, wildlife.

- **Protection:** Department of Fish and Game appears to use this term when referring to legal enforcement by wardens. (See Preservation and Conservation).
 - **Real Water Savings:** Simply means there is an “actual” savings of water that could be put to other use.
 - **Reasonable and Beneficial:** Depends on the facts and circumstances of each case. What is a beneficial use at one time may, because of changed conditions, become a waste of water at a later time. (Tulare Irrigation District v. Lindsay-Strathmore Irrigation District). The courts have determined the law requires an evaluation of the ascertainable facts in view of the increasing need for water conservation within California.
 - **Beneficial uses include:** storing water underground if thereafter to be applied to beneficial purposes; use of water for recreation and preservation and enhancement of fish and wildlife resources.
 - **Reclaimed Water:** Wastewater that has been cleaned so that it can be used for most purposes except drinking.
 - **Recycled Water:** Municipal and/or industrial wastewater that has been treated to a sufficiently high level that it can be reused usually for non-potable purposes such as irrigating landscape and refilling aquifers.
 - **Restoration:** Means to return to “original” conditions. (Selection or “original” or base condition is often source of debate.)
 - **Reverse Flows:** Where the direction of flow in a channel is reversed, as in the case of channels in South Delta which normally drain towards San Francisco Bay, but where pumping for export may cause flow reversal, drawing more saline water further into the Delta.
 - **Sediment Transport:** Sediment of various particle sizes may be carried by moving water.
- The size of particles transported by water increases as velocity rises.
- **Stormwater:** Water that accumulates on land as a result of storms and can include runoff from urban areas such as roads and roofs.
 - **Surplus Water:** When used as a technical term in water contracts, this is the water that is available after entitlement water has been delivered. The amount of surplus water varies from year to year, generally according to amount of runoff. Surplus water ordinarily is less expensive to the user than entitlement water. Reference is also made to water which is surplus to reasonable and beneficial uses of area of origin and Bay/Delta.
 - **System Expansion:** Extension of existing infrastructure exclusively to serve new customers in presently unserved areas and/or increase in water supply exclusively for the same purpose.
 - **Total Maximum Daily Load (TMDL):** A calculation of the maximum amount of a pollutant that an impaired water body can receive and still meet applicable water quality standards. A TMDL is to include allocations for the maximum load a particular source of a pollutant may discharge to the subject water body. TMDLs are required pursuant to Section 1313(d) of the CWA for water bodies that have first been listed as being impaired for the particular pollutant or pollutants at issue.
 - **Triennial Review:** A review of water quality standards in basin plans that is required at least once every three years by Section 1313(c) (1) of the CWA and periodically under Section 13240 of the Porter-Cologne Water Quality Control Act.
 - **Ultimate:** Imprecise meaning. Depends on time frame.
 - **Usable Groundwater:** Refers to groundwater that can be pumped within the cost and

technical constraints appropriate to the situation.

- **Water Banking:** Not a precise term. Generally refers to storing presently surplus water in groundwater basins or in surface storage facilities.
- **Water Management Practices:** Relate to the varied objectives of irrigation, municipal and industrial use. These objectives may not be compatible. In general, management practices are developed to maximize economic returns and/or to minimize (or prevent) adverse environmental impacts including water quality degradation. Conservation of supply, reuse, treatment for use and waste disposal, and the planned conjunction use of surface and groundwater are all aspects of water management. (Also see Conjunctive use and Groundwater management).
- **Water Quality Standards and Objectives:** The regional water quality boards set “objectives” in their basin planning process which are equivalent to what EPA calls “standards.” The “standards” include numerical narrative criteria and plans to implement these criteria.
- **Water Reclamation:** Usually refers to removing contaminants in water so that the water can be discharged into a receiving water without creating problems for fish, wildlife, and other aspects of environment. Also, refers to water which has been treated to remove contaminants as required to permit its reuse, particularly for irrigation of landscaped or agricultural areas.
- **Way Bill (Program):** Delta Levee Maintenance Program. Declares the Sacramento-San Joaquin Delta, characterized by islands and meandering waterways, as a unique resource of major statewide significance. Reasons are stated. Declares the system of levees is the

key to preserving the physical characteristics of the Delta. Finds there is an urgent need for a higher degree of levee maintenance and rehabilitation throughout the Delta and ‘that the state has an interest in providing technical and financial assistance. Establishes that local agencies maintaining non-project (private) levees shall be eligible for reimbursement from the General Fund. Reimbursement shall be at 50% of cost. (California Water Code Sections 12980-12991).

- **303(d) List of Impaired Waterbodies:** The State is required to prepare a list of water bodies that are polluted, under Section 303(d) of the CWA. Inclusion of a water body on the 303(d) list generally leads to the development of a total maximum daily load (TMDL) for the water body.

Prepared by Robert M. Hagan, *Extension Water Specialist*, Marcia Kreith, *Program Representative, University of California Cooperative Extension, July 1987* and Ken Farfsing, *City Manager, City of Signal Hill, October 2009*.

Governance, Transparency, and Labor Relations

SCOPE OF RESPONSIBILITY

The Committee on Governance, Transparency and Labor Relations (GTLR) reviews state legislation as it relates to transparency, technology (open data), healthcare, elections, and political reform. Additionally, the committee oversees pension and workers compensation reform as well as other labor (employer/employee) related issues.



Summary of Existing Policy and Guiding Principles

Labor Relations

Cal Cities supports legislation that specifically exempts local public agencies from the requirement to negotiate with any labor or special interest group about matters submitted to the voters of that jurisdiction as initiatives or Charter amendments.

Cal Cities supports efforts to promote, initiate and improve both public and private sector labor-management relations.

Cal Cities opposes any system of compulsory and binding interest arbitration, including state mandates and the imposition of binding arbitration through the initiative process. No arbitrator board or other private person should have any control, direct or indirect, over local budgets, revenues, or appropriations.

Cal Cities opposes any legislative action that requires the continuation of the terms of any Memorandum of Understanding (MOU) between a public agency and an employee organization until a successor MOU is agreed upon.

Cal Cities opposes any extension of the State Public Employment Relations Board jurisdiction over local public agency labor relations disputes and charges of unfair labor practices, and also opposes any interference or intervention in local collective bargaining by all labor-management relations councils or boards.

Cal Cities opposes state-mandated legislation related to employer/employee relations that are not mutually agreed upon by the local public agency and its employee organizations, except as provided by local law.

Public Sector Pensions, Compensation and Other Post-Employment Benefits (OPEBs)

Pension Sustainability Principles

Public compensation systems programs should be sustainable, fair to taxpayers and employees, and provide long-term financial stability.

Cal Cities believes that solutions towards realizing pension system sustainability should be the result of inclusive stakeholder collaboration at both the local and state level (retirees, employees, employers, CalPERS).

Cal Cities supports legal or legislative remedies that facilitate options to restore sustainability to CalPERS benefit plans. As appropriate to each city, such actions could include one or more of the following:

- A single benefit level for every employee.
- Converting all currently deemed “Classic” employees to the same provisions (benefits and employee contributions) currently in place for “PEPRA” employees for all future years of service.
- Temporary modifications to retiree Cost of Living Adjustments (COLA) that are automatically added to a retiree’s pension benefit payment regardless of compensation level or CPI.

Cal Cities supports expanded flexibility for cities regarding their contract agreements with CalPERS, which could include additional mechanisms for exiting CalPERS and renegotiating UAL amortization terms.

Cal Cities supports a change in state law or judicial precedent to allow employers to negotiate plan changes with classic CalPERS members.

Cal Cities supports legislative solutions to address increasing costs associated with Industrial Disability Retirement (IDR).

General Pension Principles

Cal Cities supports balanced measures that ensure sustainable retirement and health care benefits are offered to public agency employees while at the same time ensuring that public agencies have solid retirement benefits to attract and retain highly talented employees. Cal Cities supports locally negotiated retirement programs that are fiscally responsible, transparent, sustainable, affordable, and equitable for employees and for taxpayers in the long-term.

Cal Cities supports reasonable measures to ensure that retirement benefits are properly funded allowing flexibility to local agencies to

negotiate equitable cost-sharing with employees and smoothing the employers’ costs during challenging economic times. Cal Cities supports the long-term sustainability of retiree health benefits by including their costs in employer/employee costs sharing formulas.

Cal Cities recognizes and supports the value of a dependable, sustainable, employer-provided defined benefit plan for career employees; supplemented with other employee-only funded retirement options including personal savings such as a 457 Plan. Cal Cities supports further exploration of defined contribution options as part of future pension reform discussions.

Cal Cities supports pension portability across all public agencies to sustain a competent cadre of California public servants.

Cal Cities supports calculating benefits only on core components; special pays such as temporary upgrade of out of class pay should be eliminated from final compensation calculations.

Cal Cities supports meeting any retirement needs for part-time employees with alternatives to a defined benefit plan.

Cal Cities supports employee benefits (including, but not limited to, retirement and disability) and desires to ensure that income derived from such sources are non-duplicative.

Cal Cities opposes preemption of charter city authority over public pension systems.

Cal Cities supports reducing public retirement benefit fraud and increasing transparency of other post-employment benefits.

Cal Cities supports full participation in the PERS Coalition (PERS/PAC) and its purpose of monitoring legislation, policies, and action necessary to maintain or further the interests of contracting agencies.

Cal Cities believes that cities with retirement programs must retain the ability to opt out of Social Security.

Cal Cities believes that the employee benefit structure within local government should be developed locally through the local government collective bargaining process and that process should be strictly honored by the state Legislature and the Governor.

CalPERS (California Public Employees' Retirement System)

CalPERS Divestments Policy

Divestment in industries that may run contrary to environmental or other broad policy goals as an investment strategy can present challenging conflicts for CalPERS in balancing current affairs against its fiduciary duty to maximize retirement investments. Cal Cities supports CalPERS' priority to its members as stated in the State Constitution Article 16, Section 17, "[a] retirement board's duty to its participants and their beneficiaries shall take precedence over any other duty."

Cal Cities supports responsible investment strategies that balance the short- and long-term ability of CalPERS to meet its financial commitments to its members.

Any divestment policy must be well-vetted and must include the opportunity to identify alternative revenue sources consistent with the intended impact of the divestment and CalPERS' fiduciary responsibilities outlined above.

Cal Cities supports CalPERS proxy access efforts to affect change from within businesses CalPERS has invested in to ensure they are well managed for sustained, responsible, long-term success.

Cal Cities supports an exemption for retired CalPERS employees, allowing them to work for CalPERS agency under contract or appointment by the local agency.

Cal Cities supports agencies having the maximum amount of flexibility when employing and compensating part-time, seasonal, and temporary employees (i.e. lifeguards, seasonal maintenance workers, recreation leaders, summer camp

leaders, and other temporary hires, etc.) to include eliminating the mandate that CalPERS retirement benefits must be provided when the part-time, seasonal, or temporary employee works 1,000 hours in a fiscal year given the costs associated with the CalPERS retirement plan.

Further, Cal Cities supports providing CalPERS with information regarding enrolled members while eliminating the requirement to provide information regarding employees who are not members of CalPERS. Cal Cities also encourages agencies to support long-term part-time/seasonal employees by providing proportional retirement benefits via appropriate mechanisms.

Cal Cities supports having CalPERS provide a broader range of formula choices classes with maximum local control and flexibility in negotiating all options.

Cal Cities supports having CalPERS provide a broader range of health plan choices with a variety of benefit options for all types of member classes with maximum local control and flexibility in negotiating all benefit options with active employees and for retirees.

Cal Cities supports legislation that allows agencies to offer a variety of different health care plans to retired employees that provides adequate, affordable coverage.

Cal Cities supports legislation permitting cities to establish their contributions toward retiree health premiums through the labor relations negotiating process, including: (a) multi-tiered contribution levels; (b) vesting eligibility other than PERS retirement eligibility; (c) prorated contribution based on age and/or length of service; and (d) different contributions for active and retired employees.

When discussing pension policy, the total cost of the pension benefit should be considered. In cost-share arrangements, Cal Cities supports shared employee/employer costs based on the total cost of the pension benefit.

Cal Cities supports providing local governments with maximum flexibility and options. Local agencies must be able to decide on issues such as minimum retirement ages, pension caps, cost-sharing, formulas, and other options to meet local needs and promote ease of administration.

Cal Cities supports giving government agencies through the collective bargaining process the option to extend retirement ages for miscellaneous employees up to social security retirement ages.

Cal Cities supports eliminating the requirement that any negotiated changes in pension benefits under the Public Employees' Retirement Law (PERL) are voted on twice by the affected employees.

Cal Cities supports a State Constitutional Amendment to allow employers to negotiate plan changes with classic CalPERS members.

Cal Cities supports restructuring the CalPERS Board of Administration to substantially increase in independent public members (preferably with financial expertise) to ensure greater representation of taxpayer interests with regard to public pension decisions.

Cal Cities supports setting uniform standards and definitions for disability benefits and evaluating the level of benefit that is considered as tax exempt. The tax-exempt portion should either be eliminated or allowed on a proportional basis to the severity of the disability.

If the above reforms prove unfeasible or ineffective, Cal Cities supports considering a standard public employee pension system where one benefit level is offered to every employee as a further option to restore sustainability to CalPERS.

Cal Cities supports developing a program with the state to ensure that pension programs offered by localities are fully transparent and that professional actuarial evaluations of unfunded components of other post-retirement benefits (OPEBs) and pension plans are completed.

Compensation Principles

Employee compensation should be based on each individual agency's overall philosophy on employee compensation as well as the agency's ability to pay and provide services to their community. Cal Cities recognizes that sound compensation practices are based on the complexity of the job and the community, as well as the job requirements and the knowledge, skills, and abilities needed to meet those requirements.

Cal Cities believes that employee compensation should be based on job requirements, complexity of both the makeup of the city organization and community, the leadership needed, labor market conditions, ethical considerations of what is just and fair, and the organization's ability to pay.

Public compensation systems programs should be sustainable, fair to taxpayers and employees, and provide long-term financial stability.

Transparency of compensation and other benefits ensures the public is informed about the fiscal realities local agencies face as they relate to fiscal obligations.

Cal Cities opposes legislation that would require employers to pay more than the regular pay for work on family holidays.

Workers' Compensation

Cal Cities supports legislation and policy that controls escalating workers compensation costs to public agencies and taxpayers.

Cal Cities opposes legislation that would permit an employee to use more than one legal process in regard to disability claims (i.e., ADA, workers' compensation, DFEH), or any other erosion of the "exclusive remedy" principle as it relates to disability claims covered under workers' compensation.

Cal Cities supports reforming the workers compensation process to incentivize employees returning to work creating a penalty for those

that do not return to available modified duty or alternate positions.

Other Employer and Employee Related Issues

Cal Cities supports efforts to conform the California Family Care Leave Laws to the federal Family and Medical Leave Act (FMLA) laws.

Cal Cities supports the special protection of elected officials, county public defenders, public figures, and public employees acting in their official capacity against threats of death or serious bodily injury.

Cal Cities opposes legislation making it a misdemeanor to disclose peace officer personnel records and citizen complaint records, as well as prohibiting the use of documents or information obtained in violation of this procedure in any administrative proceeding against a peace officer, and any measure that makes it more difficult to discipline the misconduct of police officers.

Cal Cities supports maintaining the confidentiality of personnel matters and protecting public safety personnel discipline records from public disclosure.

Cal Cities opposes the mandated inclusion of governmental entities for Occupational Safety and Health Agency (OSHA) violations without appropriate compensation for the mandates.

Cal Cities supports legislation to protect the authority of city employers to request that an applicant disclose information or use for hiring decisions information concerning a felony conviction.

Cal Cities supports the establishment of a state program similar to that of the federal AmeriCorps program that would allow cities and other local agencies to host service members.

Cal Cities opposes legislation that would allow employment applicants to bring action against the agency for taking into consideration their status as a current or former public employee.

Cal Cities supports controlling the overall costs of healthcare through community-wide actions.

Cal Cities opposes requiring public agencies to continue employer contributions for health care coverage for employees who, during the duration of a strike, fall below the minimum hours worked to qualify for employee health care coverage.

Cal Cities opposes legislation that would interfere with a city's ability to maintain a safe workplace.

Cal Cities is committed to ensuring employees have access to, and are educated in, sexual harassment prevention training and supports the State of California's production of uniform training materials to be used to educate employees on the prevention of sexual harassment in the workplace. As employees move from agency to agency or between public and private employers, it is important that they have a uniform training standard related to sexual harassment prevention.

Transparency

Public trust and confidence in government are essential to the vitality of a democratic system and are the reason ethics laws hold public officials to high standards.

Laws alone cannot foresee or prevent all actions that might diminish the public's trust in governmental institutions. Transparency laws impose the minimum standards of conduct; to preserve public trust, public officials should aspire to conduct that exceeds minimum standards.

State revisions to laws governing local agency transparency and ethics should address material and documented inadequacies in those laws and have a reasonable relationship to resolving those problems.

In order to encourage and facilitate compliance with new transparency and ethics requirements, state laws should be internally consistent, avoid redundancy and be mindful of the practical challenges associated with implementation.

State officials and agencies should aspire to conform to the same level of transparency and ethical behavior as is imposed on local officials and agencies.

Open Meeting Law (Ralph M. Brown Act) & Open Access to Public Records (California Public Records Act)

Cal Cities supports legislation that recognizes the need to conduct the public's business in public. To this end, Cal Cities supported and was a co-sponsor of the original Ralph M. Brown Act and supports legislation that conforms to the intent of the Act. Cal Cities also supports the regulation of the state and other public agencies to ensure conformance to the principles of the open meetings provision in the Ralph M. Brown Act.

Cal Cities opposes legislation claiming to enhance open and public meetings that in practice unnecessarily complicates the ability of a local governing body to properly communicate with the public and that discourages communications among governing body members through unproductive restrictions and inappropriate activities.

Cal Cities opposes legislation that would impose further unnecessary restrictions on the action that a governing body can take in closed sessions.

Cal Cities supports legislation that recognizes the realities of other constraints under which a local governing body must operate that necessitates judicious use of closed sessions, including:

- The privacy rights granted to individuals under the U.S. and California constitutions.
- The personnel issues that have a potential impact on an individual's career and potential earning capacity and that raise serious liability questions for a local jurisdiction.
- The protection of the taxpayer's interests over property and other acquisitions by a public agency.

- The proper maintenance of the same attorney-client privilege enjoyed by the private sector.

Cal Cities supports legislation that includes less-than-a-quorum advisory committees within the definition of "legislative body" as defined in the Ralph M. Brown Act, if the committee is composed solely of members of the legislative body whose subject matter jurisdiction has cumulatively lasted two years or less.

Cal Cities supports alternative methods of meeting public notice requirements and enhancing them through the use of cost-effective, innovative, and technology-friendly methods of communication.

Political Reform Act of 1974 (PRA)

Cal Cities supports legislation and regulations that establish sound practices and principles related to political campaigns. Regulations and legislation that restrict or preempt local authority will be opposed.

Cal Cities should continue to explore opportunities to improve and streamline the Political Reform Act and its implementation through regulations.

Cal Cities supports an increase in the fee for the reproduction of statements required under the Political Reform Act from ten cents (\$0.10) per page to twenty-five cents (\$0.25) per page.

Cal Cities opposes legislation that would prohibit the use of public resources to commence an action to enjoin the operation of any law or constitutional amendment that was proposed by initiative petition and approved by the voters.

Cal Cities supports legislation providing the FPPC with authority to issue opinions to guide local officials in understanding conflict of interest laws, including Government Code Section 1090.

Governance and Ethics

Cal Cities supports legislation that strengthens the ethics laws related to the Board of Administration (Board) for the California Public Employees' Retirement System (CalPERS) including banning

the ability of former Board members to do business with CalPERS.

Cal Cities believes that a statute of limitations for bribery should not begin until the act is discovered. Cal Cities also believes that in cases of conspiracy to commit a felony, the statute of limitations should be the same as the statute of limitations for the underlying crime.

Elections

Cal Cities supports legislation that reduces any unnecessary and costly procedures for conducting a municipal election. Cal Cities opposes legislation that mandates costly and unnecessary procedures related to the election process.

Cal Cities opposes state-mandated consolidated elections as they lead to increased costs and move local elections further down on the ballot even though local outcomes have a direct impact on voters themselves.

Cal Cities supports providing city councils more flexibility to fill city council vacancies including extending the appointment period to fill a vacancy.

Cal Cities supports mail ballot elections.

Cal Cities supports the requirement that the intent and text of a local ballot measure is to be filed with the city clerk and published in a newspaper of general circulation with a filing fee. With regard to any land use measure, Cal Cities supports allowing the city council to refer it to the planning agency for a report on the measure's effects.

Cal Cities supports legislation that facilitates newly sworn citizen's voter registration.

Cal Cities supports permitting elections officials to administer voter information electronically so long as such a process remained voluntary to voters.

Cal Cities opposes any legislation or regulation that would prohibit legal action from being filed by any person(s) challenging the validity of the initiative petition or ordinance after the date of the election.

Cal Cities supports legislation that puts before voters the question of whether general law cities should have the ability to create public campaign financing programs.

California Voting Rights Act (CVRA)

Cal Cities supports a process that would allow a city presented with an allegation of a violation of the California Voter Rights Act (CVRA) to address the allegation before any person may file a lawsuit related to the alleged violation.

Cal Cities supports authorizing cities to convert from an at-large to a by-district election system using an ordinance process, thus avoiding possible California Voting Rights (CVRA) lawsuits and costs associated with gaining voter approval at the ballot.

Cal Cities supports modifying the California Voting Rights Act (CVRA) to provide cities more flexibility to remedy a potential CVRA lawsuit by converting to a rank-choice voting (RCV) method.

Recall Elections

Cal Cities supports legislation that maintains the integrity of the recall process.

Cal Cities supports legislation that reduces the amount of recall abuse while improving, streamlining, and ensuring that the public has full knowledge of the issues.

Elected Officials

Cal Cities recognizes that elected and appointed officials receive threats and have become the target of violence at their homes. The unauthorized publication of home addresses or telephone numbers in newspapers or similar periodicals, like publications on the Internet, is a threat to the security of public officials in their homes. Cal Cities supports legislation to extend or provide protection to elected and appointed officials from the unauthorized publication of their home addresses or telephone numbers in newspapers or similar periodicals.

Cal Cities supports requiring both elected local and state officials to maintain their place of residence in the jurisdiction they were elected to represent.

Candidates running for elected office with young children often face the practical reality of paying for increased childcare to campaign and network when running for office. Cal Cities supports increasing diversity of elected officials at all levels and supports the use of campaign funds to pay for childcare expenses resulting from a candidate or officeholder engaging in campaign activities or performing official duties. Cal Cities also supports legislation to increase flexibility and remove limitations on how campaign funds may be used for security expenses.

Legal Issues

Attorney-Client Privilege

Cal Cities recognizes the special role of public agency attorneys in protecting the public interest, while at the same time maintaining appropriate and critical attorney-client confidentiality. The basis for this position is the belief that it is the public agency that is the public agency attorney's client, not an individual public official. Thus, Cal Cities supports legislation that permits public agency attorneys to breach attorney-client confidentiality to disclose only very serious wrongdoings where internal corrective measures have failed or are futile; the disclosure is made to narrowly circumscribe regulatory agencies and the public agency attorney follows specific procedures.

Government Liability and Tort Reform

Cal Cities supports legislation that limits the exposure of local governments to lawsuits related to liability, including, but not limited to, such areas as unimproved natural conditions, design immunity, hazardous recreational activities, and injuries due to wild animals in public places. Cal Cities opposes legislation that would unduly expose cities to increased liability and cost.

Cal Cities supports modifications to the joint liability laws that require the responsible parties

in a civil action to pay only their fair share of judgment based on their relative responsibility.

Private Sector Liability

Cal Cities will work closely with private sector representatives to evaluate the potential for Cal Cities' support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through Cal Cities' policy process.

Cal Cities supports legislation that enables cities to better prosecute unfair competition cases (Business and Professions Code 17200) in order to protect consumers and their residents, and that removes the 750,000 population and District Attorney approval for city attorney action in this area. Cal Cities opposes legislation that restricts cities from pursuing unfair competition cases beyond the restrictions in current law (2003).

Interest on Judgments

Cal Cities supports ensuring that pre-and post-judgment interest rates are fair to all parties, including taxpayers, recognizing the impact on public budgets.

Data and Privacy Protection

Cal Cities encourages cities to do everything in their power to protect the privacy of employees and constituents. However, Cal Cities opposes mandates that would require, in the event of a security data breach, cities to provide identity theft prevention and mitigation services at no cost to the impacted persons.

Note: *Cal Cities will review new legislation to determine how it relates to existing Cal Cities policies and guiding principles. In addition, because this document is updated every two years to include policies and guiding principles adopted by Cal Cities during the previous two years, there may be new, evolving policies under consideration or adopted by Cal Cities that are not reflected in the current version of this document. However, all policies adopted by Cal Cities Board of Directors or Cal Cities General Assembly become Cal Cities policy and are binding on Cal Cities, regardless of when they are adopted and whether they appear in the current version of "Summary of Existing Policies and Guiding Principles."*

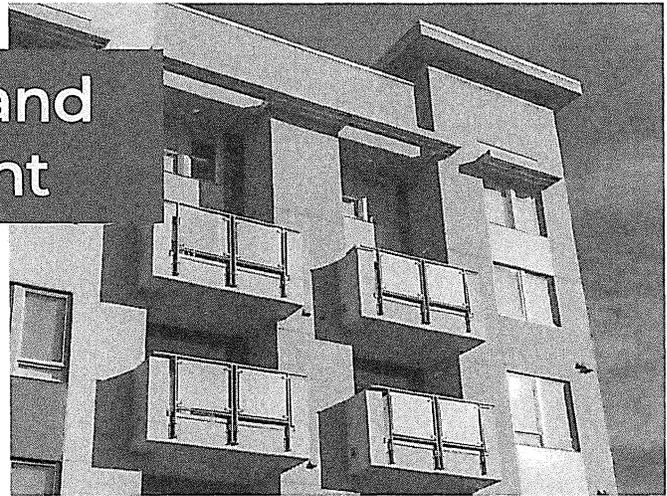
Housing, Community and Economic Development

SCOPE OF RESPONSIBILITY

The principle behind the policies reviewed by the Committee on Housing, Community and Economic Development (HCED) is to foster local control of community planning decisions as they relate to land use and economic development.

The issues within the purview of the HCED

Committee include general plans and zoning, housing affordability, rent control, subdivision map act, residential care facilities, other land use regulation, development fees including school fee adequacy, annexation and incorporation policy, development agreements, building standards including seismic safety standards, economic development policy including redevelopment and enterprise zones, military base closure and reuse, mobile home regulation, and sign regulation.



Summary of Existing Policy and Guiding Principles

Planning And Zoning

General Plans

Cal Cities supports the use of the general plan as a guide to meeting community planning needs. A city's general plan should guide the individual city's land use planning and strategic decision-making. A city's general plan should not be subject to mandatory review by regional or state agencies. General plan requirements should be flexible and provide guidance to local communities without requiring inappropriate levels of detail or mandating new topics or elements. Cal Cities supports guidance by expert state agencies in a consultation format but opposes granting mandatory review, certification, or other approval authority to another level of government.

Water Supply and Land Use Planning

Cal Cities supports having the best information available on the reliability of water supplies when land use decisions are made by local agencies, while protecting and retaining local land use decision-making authority.

Zoning

Cal Cities believes local zoning is a primary function of cities and is an essential component of home rule. The process of adoption, implementation, and enforcement of zoning ordinances should be open and fair to the public and enhance the responsiveness of local decision-makers. State policy should leave local siting and use decisions to the city and not interfere with local prerogative beyond providing a constitutionally valid procedure for adopting local regulations. State agency siting of facilities, including campuses and office buildings, should be subject to local notice and hearing requirements in order to meet concerns of the

local community. Cal Cities opposes legislation that seeks to limit local authority over parking requirements.

Housing Element

Housing issues should be addressed in the general plan as other planning issues are. The housing element should be prepared for the benefit of local governments and should have equal status with the other elements of the general plan.

The projections of regional and local growth and the allocations of housing units should account for state and local planning factors and should be subject to a formal hearing and appeal process to ensure that they are realistic. Cities should be allowed to work together to allocate housing units among themselves within a subregion. Appeals should be heard by politically accountable officials at the state and regional levels. Allocated housing units are not a production requirement as cities do not construct housing.

Cities should focus their efforts on facilitating the production of below market-rate housing units. Local government efforts should be subject to realistic performance standards, not to arbitrary state agency review of the housing element. Local government housing efforts should be rewarded by incentives. These incentives should include streamlining by not being subject to the Department of Housing and Community Development review, priority ranking for discretionary funds, and new discretionary funds available for general fund purposes.

Cal Cities supports and encourages legislation that implements comprehensive reforms to the housing element process that:

- Address conflicts between local growth projections and state regional housing need numbers;
- Resolve the problems associated with the distribution of RHNA units within a council of governments;
- Achieve improvements to the housing element review process;
- Develop a neutral dispute resolution process and fair enforcement alternatives to deal with disputes over questions of compliance;
- Require state laws and policies which affect housing and land use to be internally consistent;
- Establish additional legal protections to local agencies that approve affordable housing and that establish local pro-active affordable housing policies; and
- Authorize communities which achieve quantifiable affordable housing production levels to self-certify their housing elements without being subject to state review.

Housing Finance

Cal Cities supports legislation and state and federal programs that assist in providing financing for affordable housing, including the development of fiscal tools and incentives to assist local governments in their efforts to encourage housing and finance the infrastructure to support housing, as well as establishing an ongoing state commitment for funding affordable housing.

Cal Cities supports the re-establishment of federal tax incentives which were in effect prior to 1986 which encouraged private development and ownership of rental housing.

Cal Cities supports property tax assessment policies that match local affordable housing policies.

Economic Development

Job Creation, Retention and Expansion

Cal Cities supports legislation that will provide tangible and productive tools and incentives to support job creation and retention in housing-rich, jobs-poor communities, such as the awarding of direct grants to fund the development of

infrastructure that results in the creation and retention of jobs; the elimination of matching dollar requirements for economic development and infrastructure state grants; the provision of grant funding for infrastructure planning and design and the creation of economic development strategies; and, allowing cities the maximum flexibility in the use of state funds toward local priorities that support job creation. Cal Cities also encourages the state to adopt policies and programs that establish a comprehensive solution to the infrastructure and jobs/housing needs of all communities within the state.

Tax Increment Tools

Cal Cities supports the enactment and expansion of tax increment financing authority for economic development, infrastructure, and community revitalization, including recently enacted Enhanced Infrastructure Financing District Law (EIFD), Community Revitalization and Investment Authorities (CRIA), and Annexation Development Plans.

Cal Cities supports the enactment and expansion of state tax incentives that assist city economic development and community revitalization efforts.

Eminent Domain

Cal Cities supports enactment of fair eminent domain reforms that protect homeowners and opposes proposals that would cripple the ability of state and local agencies to manage development.

Tenant Protections

Cal Cities supports prohibiting landlords from discriminating against tenants who use housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937 and other public assistance towards their rental payments.

Cal Cities also supports requiring landlords that seek to increase monthly rent greater than 10% to provide tenants 90-day notice before the increase takes effect.

Rent Control

Cal Cities opposes legislation that restricts the ability of cities to enact rent control ordinances for mobile homes and stick-built housing that are tailored to meet local conditions and circumstances.

Cal Cities opposes legislation that would require a city to adopt a mobile home rent control ordinance.

Subdivision Map Act

Cal Cities supports maximizing local control over subdivisions and public improvement financing. Discretion over the conditions and length of subdivision and parcel maps should be retained by cities.

Residential Care Facilities

Cal Cities supports permitting cities to exercise review and land use regulation of group home facilities and residential care facilities in residential neighborhoods including the application of zoning, building, and safety standards. State and county licensing agencies should be required to confer with the city's planning agency in determining whether to grant a license to a community care facility. Cal Cities recognizes that better review and regulation of residential care facilities will protect both the community surrounding a facility and the residents within a facility from a poorly managed facility or the absence of state oversight.

Cal Cities supports state legislation to require a minimum distance of 300 feet between all new and existing residential care facilities. Cal Cities supports notification of cities about conditional release participants residing in group homes.

Development Fees

Cal Cities supports providing local discretion in the assessment, collection, and usage of development fees. The state should provide infrastructure funding to help local communities

meet California's growth demands and to increase housing affordability. Cal Cities opposes limiting the ability of cities to levy fees to provide for infrastructure or services.

Cal Cities recognizes that school facilities are a component of a community's infrastructure and must be maintained to foster positive outcomes for youth and economic development. Cal Cities supports maintaining city discretion over the extent to which legislative authority should be exercised to fully mitigate impacts from development to the adequacy of school facilities. Consistent with maintaining discretion, cities should maintain the ability to condition and deny projects that the city determines inadequately mitigate impacts to community schools.

Cal Cities opposes the elimination of any development fee or tax including excise taxes. Tax shifts and initiative measures have severely limited cities' abilities to provide for community needs. The state must ensure that cities have adequate revenues for local infrastructure and services.

Annexation and Incorporation

Cal Cities supports strengthening city control over urban boundaries. Sphere of Influence law should be modified to ban county development and to allow cities to annex logical growth. The Revenue and Taxation Code should not allow counties to block annexations in exchange for unreasonable property tax sharing agreements. In addition, cities should have expanded authority over adjacent lands outside of their sphere of influence regardless of jurisdictional lines so long as the land is not within another city's sphere. Cities should not be required to incur costs for planning to meet infrastructure needs of unincorporated areas or leveraged to annex areas which would result in unfunded costs.

Cal Cities supports facilitating the incorporation of cities that have met procedural requirements and voter approval. Cal Cities opposes efforts by the

Legislature to disincorporate a city for any reason, unless requested by the affected city.

Development Agreements

Cal Cities recognizes voluntary development agreements as one tool for providing flexibility in development approvals.

Building Standards

Cal Cities supports flexibility in the adoption and implementation of health and safety standards contained in the building codes. Statutes should maximize local control over standards applying to local conditions. Cal Cities opposes new standards imposed by statute rather than regulation.

Cal Cities opposes attempts to have multiple state agencies develop specific or

subject-related building standards. New building standards should be proposed through the California Standards Commission.

Cal Cities supports authorizing cities to adopt independent occupancy standards to prevent overcrowding and associated health and safety hazards, including fire-related fatalities.

Housing for Homeless

Housing and programs for homeless and other extremely low-income populations are necessary to ensure quality of life and economic viability for all Californians.

Homelessness is a statewide problem that disproportionately impacts specific communities. The state should make funding and other resources, including enriched services and outreach and case managers, available to help assure that local governments have the capacity to address the needs of the homeless in their communities, including resources for regional collaborations.

Homeless housing is an issue that eludes a statewide, one-size-fits-all solution, and

collaboration between local jurisdictions should be encouraged.

State and federal funding programs should be designed to reflect responsibilities imposed by state and federal law.

Military Base Closure and Reuse

Base Closures and Reuse

Cal Cities supports local decision-making over military base closure and reuse. The affected cities independently or sub-regionally should work together toward efficient reuse planning.

Economic Reuse

Cal Cities supports incentives for broad economic reuse of closed military facilities. Cities should work on a regional and interstate basis to maintain economic productivity. Economic reuse includes both reuse of military facilities and the retooling of related industries to continue to provide jobs for residents of California's cities.

Mobile Home Regulation

Cal Cities supports initiatives that maintain cities as the enforcement authority for mobile home regulation.

Cal Cities supports the preservation of existing mobile home parks as an important source of affordable housing.

Sign Regulation

Cal Cities supports the authority of cities to regulate billboards and other signage. Cal Cities opposes mandatory local abatement programs.

Principles for Smart Growth

Well-Planned New Growth

Recognize and preserve open space, watersheds, environmental habitats, and agricultural lands, while accommodating new growth in compact forms, in a manner that:

- De-emphasizes automobile dependency;
- Integrates the new growth into existing communities;
- Creates a diversity of affordable housing near employment centers; and
- Provides job opportunities for people of all ages and income levels.

Maximize Existing Infrastructure

Accommodate additional growth by first focusing on the use and reuse of existing urbanized lands supplied with infrastructure, with an emphasis on reinvesting in the maintenance and rehabilitation of existing infrastructure.

Support Vibrant City Centers

Give preference to the redevelopment and reuse of city centers and existing transportation corridors by supporting and encouraging:

- Mixed-use development;
- Housing opportunities for all income levels;
- Safe, reliable, and efficient multi-modal transportation systems; and
- Retaining existing businesses and promoting new business opportunities that produce quality local jobs.

Coordinated Planning for Regional Impacts

Coordinate planning with neighboring cities, counties, and other governmental entities so that there are agreed upon regional strategies and policies for dealing with the regional impacts of growth on transportation, housing, schools, air, water, wastewater, solid waste, natural resources, agricultural lands, and open space.

Support High-Quality Education and School Facilities

Develop and maintain high-quality public education and neighborhood-accessible school facilities as a critical determinant in:

- Making communities attractive to families;
- Maintaining a desirable and livable community;
- Promoting life-long learning opportunities;
- Enhancing economic development; and
- Providing a work-force qualified to meet the full range of job skills required in the future economy.

Build Strong Communities

Support and embrace the development of strong families and socially and ethnically diverse communities, by:

- Working to provide a balance of jobs and housing within the community;
- Avoiding the displacement of existing residents;
- Reducing commute times;
- Promoting community involvement;
- Enhancing public safety; and
- Providing and supporting educational, mentoring, and recreational opportunities.

Emphasize Joint Use of Facilities

Emphasize the joint use of existing compatible public facilities operated by cities, schools, counties, and state agencies, and take advantage of opportunities to form partnerships with private businesses and nonprofit agencies to maximize the community benefit of existing public and private facilities.

Support Entrepreneurial/Creative Efforts

Support local economic development efforts and endeavors to create new products, services, and businesses that will expand the wealth and job opportunities for all social and economic levels.

Encourage Full Community Participation

Foster an open and inclusive community dialogue and promote alliances and partnerships to meet community needs.

Establish a Secure Local Revenue Base

Support the establishment of a secure, balanced, and discretionary local revenue base necessary to provide the full range of needed services and quality land use decisions.

Residential Insurance Policy

Cal Cities believes homeowners should be insured for the value of rebuilding a home to current building standards. Cal Cities supports measures to increase transparency in insurance policies so that homeowners can make informed decisions.

Cal Cities believes residents who have experienced a wildfire or other natural disaster are entitled to fair residential property insurance practices that provide flexibility to rebuild, including that insured property owners should not lose insurance coverage during the rebuilding effort.

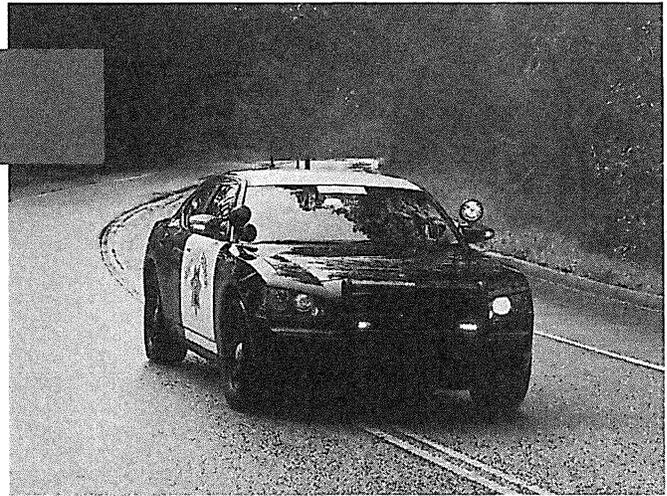
Cal Cities also believes residential property insurance policies should not be canceled based on weather-related claims or immediately following a disaster.

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Public Safety

SCOPE OF RESPONSIBILITY

The Committee on Public Safety reviews federal and state legislation and issues related to law enforcement, fire and life safety policies, emergency communications, emergency services, disaster preparedness, Indian gaming, and nuisance abatement.



Summary of Existing Policy and Guiding Principles

Fire Services

Cal Cities supports the fire service mission of saving lives and protecting property through fire prevention, disaster preparedness, hazardous-materials mitigation, specialized rescue, etc., as well as cities' authority and discretion to provide all emergency services to their communities.

Cal Cities supports and strives to ensure local control of emergency medical services by authorizing cities and fire districts to prescribe and monitor the manner and scope of pre-hospital emergency medical services, including transport through ambulance services, all provided within local boundaries for the purpose of improving the level of pre-hospital emergency medical service.

Cal Cities supports legislation to provide a framework for a solution to long-standing conflict between cities, counties, the fire service, and LEMSA's, particularly by local advisory committees to review and approve the EMS plan and to serve as an appeals body. Conflicts over EMS governance may be resolved if stakeholders are able to participate in EMS system design and evaluation and if complainants are given a fair and open hearing.

Cal Cities supports stored pressure dry chemical fire extinguishers to be serviced and recharged every six years or after each use, whichever occurs first. Additionally, Cal Cities supports requiring a licensed technician to perform the annual external maintenance examination of stored pressure dry chemical fire extinguishers.

Cal Cities opposes legislation, regulations, and standards that impose minimum staffing and response time standards for city fire and EMS services since such determinations should reflect the conditions and priorities of individual cities.

Cal Cities supports Emergency 911 systems to ensure cities and counties are represented on decisions affecting emergency response.

Cal Cities supports additional funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions.

Cal Cities supports incentives for homeowners who undertake measures to "harden their homes."

Emergency Services and Preparedness

Cal Cities supports the 2-1-1 California telephone service as a non-emergency, human and community services and disaster information resource.

Cal Cities supports “Good Samaritan” protections that include both medical and non-medical care when applicable to volunteer emergency, law enforcement, and disaster recovery personnel. Cal Cities also supports providing “Good Samaritan” protections to businesses that voluntarily place automated external defibrillators (AEDs) on their premises to reduce barriers to AED accessibility.

Emergency Communications Interoperability: Cal Cities supports activities to develop and implement statewide-integrated public safety communication systems that facilitate interoperability and other shared uses of public safety spectrum with local, state, and federal law enforcement, fire, emergency medical, and other public safety agencies.

Cal Cities supports a single, efficient, performance-based state department to be responsible for overseeing and coordinating emergency preparedness, response, recovery, and homeland security activities.

Cal Cities supports efforts to secure additional funding for local agencies to provide training opportunities for appropriate first responder personnel to improve their ability to respond to oil spills, fires, and other hazardous materials accidents.

Cal Cities supports legislation and additional state and federal regulation crafted to ensure that first responders can perform their duties during emergency response operations without interference from unmanned aerial systems, or drones.

Cal Cities supports the authorization of cities to approve and develop Community Paramedicine or Triage to Alternate Destination programs for their jurisdictions.

Cal Cities opposes policies that limit cities' ability to privately contract for emergency medical services.

Law Enforcement

Cal Cities supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Cal Cities opposes booking fees and continues to seek their repeal, while encouraging localities to pursue resolution of the issues with their respective counties.

Cal Cities supports a local government's ability to double the fine for traffic violations in school zones in an attempt to reduce the speed of drivers and protect our youth.

Cal Cities supports reimbursement by the federal government to local agencies, specifically cities, for the costs associated with incarcerating deportable criminals, including the direct costs associated with processing and booking at the time of arrest.

Cal Cities supports policies that promote a victim's right to seek restitution, create restrictions on the early release of state inmates from incarceration for the purpose of alleviating overcrowding, and limit parole hearing opportunities for state inmates serving a life sentence or paroled inmates with a violation.

Cal Cities supports parolee search and seizure terms, which aids local law enforcement's ability to manage paroled offenders.

Cal Cities supports increased penalties for metal theft and recognizes that statewide regulation is needed to discourage “jurisdiction shopping.” Cal Cities also supports increased record-keeping and reporting requirements for junk dealers, including the collection of thumbprints from sellers.

Cal Cities supports accountability on the part of law enforcement agencies concerning police surveillance technology and policies, as well as related oversight by local governing bodies, but also strongly supports limits on disclosure of the full capabilities of such technology to the general public where such disclosure would compromise the effectiveness of the technology's law enforcement applications.

Cal Cities supports policies that require state government entities to notify local law enforcement about known individuals that are prohibited from owning or possessing a firearm.

Cal Cities supports policies that authorize law enforcement officers to administer opioid antagonist medications.

Cal Cities opposes policies that restrict law enforcement agencies from utilizing surveillance technology that would otherwise enhance their ability to prevent criminal activity.

In addition to the mental health screening provided by local hiring entities, Cal Cities supports resources and education to support the mental health needs of local public safety personnel.

Cal Cities recognizes the need to establish a peace officer decertification process through POST.

Cal Cities supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Mental Health/Substance Use Disorder

Cal Cities supports the promulgation of policies and the use of resources to increase collaboration between first responders and health agencies for incidents involving people living with mental illness or experiencing substance use disorders.

Cal Cities supports additional funding and resources to address the substance use crisis through appropriate prevention and intervention efforts, educational awareness campaigns, and

increased access to life-saving overdose treatment aids such as naloxone.

Cal Cities supports resources for increased training and education for first responders to serve people living with mental illness or experiencing substance use disorders, as well as increased multidisciplinary collaboration.

Cal Cities supports transparency relating to sustained findings of officer misconduct.

Cal Cities supports transparency and oversight relating to criminal investigations of officer misconduct.

Cal Cities supports the completion and disclosure of findings relating to officer misconduct despite their voluntary separation from the employing agency.

Police Use of Force

Cal Cities supports transparency on the part of law enforcement agencies regarding agencies' policies on the use of force.

Cal Cities supports the establishment of minimum state standards on use of force that must be included in all California law enforcement agencies' use of force policies.

Cal Cities supports basic training requirements and guidelines for agencies and law enforcement officers on use of force, including, but not limited to training on the legal standards for use of force, one's duty to intercede, implicit and explicit bias and alternatives to the use of deadly force.

Cal Cities opposes modifications to the legal standard on use of force; to the extent, such proposed changes elevate the safety risk to law enforcement officers. Specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood.

Cal Cities opposes the limitation of law enforcement discretion to utilize less-lethal tools for dispersing unruly or unlawful crowds.

Drones

Cal Cities supports policies that allow cities to impose reasonable time, place, and manner restrictions on the operation of drones in their jurisdictions.

Cal Cities supports policies that authorize local law enforcement to enforce state and local drone laws.

Cal Cities supports policies that promote the availability of information on state and local drone laws so that operators are aware of and accountable to local rules.

Cal Cities supports local agencies' ability to enact and enforce rules of general applicability, such as trespass, nuisance, or noise, in a manner that addresses unsafe drone operations.

Cal Cities supports the promotion of transparency to the public, and as technology permits, encourages local agencies to pursue the development and use of real-time drone tracking systems to ensure residents can look up the details of drones operating in a given area.

Cal Cities opposes state legislation or regulations that outright bans drones.

Cal Cities supports the establishment of governmental immunity for local jurisdictions that designate drone recreational areas, which notify the public that drones may be flying overhead, and that persons enter these designated areas at their own risk.

Fireworks

Cal Cities supports increased resources for local enforcement of illegal fireworks and aggressive interdiction efforts in collaboration with state agencies.

Wildland Urban Interface

Cal Cities supports activities to cooperate, coordinate, and communicate in the development of better land use policies and wildland fuel management programs to decrease impacts to

public health and safety resulting from wildland urban interface fires.

Nuisance Abatement

Cal Cities supports enhanced local control over public nuisances including, but not limited to:

- Adult entertainment facilities;
- Problem alcohol establishments; and
- Properties where illegal drugs are sold.

Indian Gaming

Cal Cities supports the following principles that are intended to balance tribal self-reliance with the local government mandate to protect public health and safety.

- Require an Indian Tribe that plans to construct or expand a casino or other related businesses to seek review and approval of the local jurisdiction for such improvements consistent with state law and local ordinances including the California Environmental Quality Act, with the Tribal government acting as the lead agency and with judicial review in the California courts.
- Require mitigation of off-reservation impacts consistent with environmental protection laws that are at least as stringent as those of the surrounding local community and CEQA.
- Require written agreements between tribes and affected local agencies to ensure tribes are subject to local authority related to the infrastructure needs and services outlined above.
- Require adequate compensation from the tribes to the local agency providing the government services that are required by the tribal casino or related businesses.
- Ensure compensation to local agencies from the Special Distribution Fund for off-reservation mitigation coupled with other sources to ensure adequate compensation.

- Require a judicially enforceable agreement between tribes and local jurisdictions on all of these issues before a new compact or an extended compact may become effective.
- Establish appropriate criteria and guidelines to address future compact negotiations.
- The Governor should establish and follow appropriate criteria to guide discretion of the Governor and the Legislature when considering whether to consent to tribal gaming on lands acquired in trust after October 17, 1988 and governed by the Indian Gaming Regulatory Act (25 U.S.C. § 2719).

Gaming

Cal Cities supports measures expanding local control over local gaming operations, including, but not limited to, management of the hours of operation and number of tables in an establishment, as an effective tool to enhance related local revenue streams. Cal Cities opposes as a restriction on those same revenue streams measures that would further restrict such local control, including, but not limited to, the extension of existing statewide gaming moratoriums.

Alcohol

Cal Cities supports policies that limit the ability of minors to engage in alcohol consumption, and limit youth access to alcoholic beverages, so long as related state-mandated programs or services provide for full reimbursement to all local agencies.

Cal Cities supports local policies that hold social hosts responsible for underage drinking that occurs on property under their possession, control, or authority.

Cal Cities supports additional penalties for repeat driving under the influence (DUI) offenders that include, but are not limited to, permanent revocation of an individual's driver's license.

Cal Cities supports legislation and other regulations intended to improve local

governments' enforcement capability against alcohol licensees that are in violation of state law and local ordinances.

Cal Cities supports the ability of bars and restaurants to operate expanded outdoor premises with local and state approval.

Cal Cities supports the sale of alcoholic beverages for off-sale consumption if the beverages are in manufacturer prepackaged containers with local and state approval.

Cannabis Regulation

Cal Cities regards as a vital interest the maintenance of local control over medical and adult-use cannabis businesses and supports measures that enhance and protect maximum local regulatory, land use, and enforcement authority in relation to such businesses.

Reaffirming that local control is paramount, Cal Cities holds that cities must retain the authority to regulate all medical and adult-use cannabis businesses if the regulation relates to location, operation, or establishment to best suit the needs of the community.

Cal Cities affirms that revenue or other financial benefits from creating a statewide tax structure on medical cannabis should be considered only after the public safety and health ramifications are fully evaluated and addressed.

While the value of cannabis as a physical or mental health treatment option is uncertain, Cal Cities recognizes the need for proactive steps to mitigate the proliferation of unlawful medical cannabis businesses and other access points acting outside state or local regulation.

Cal Cities supports cannabis regulation only to the degree that any such regulatory structure preserves and upholds local control and the police power of local governments pursuant to Article XI, Section 7 of the California Constitution.

Cal Cities opposes policies that prohibit local law enforcement from cooperating with federal authorities on investigations into matters involving violations or other criminal activity by cannabis licensees, including, but not limited to, money laundering, sales to minors and diversion.

Graffiti

Cal Cities endorses the “Tag You Lose” anti-graffiti campaign and encourages other cities to implement this program into their existing anti-graffiti programs.

Cal Cities supports increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.

Sex Offender Management

Cal Cities supports policies that will assist local law enforcement with the comprehensive and collaborative management of sex offenders, including tools for tracking the location of sex offenders within local jurisdictions, so long as state-mandated programs provide for full reimbursement to all local agencies.

Corrections

Cal Cities supports constitutional protections for state-funded corrections realignment programs, so long as it includes funding for local police department needs. Cal Cities also supports increasing city representation and participation in the Community Corrections Partnerships, which are charged with developing local corrections plans.

Firearms

Cal Cities recognizes that mental illness and firearms form a dangerous combination that threatens public safety. Consequently, Cal Cities supports policies that restrict persons with mental health disorders from possessing or owning a firearm. Cal Cities supports policies that ultimately allow such persons to petition for retrieval of their firearms.

Cal Cities supports local law enforcement agencies retaining the discretion to issue a concealed carry weapon permit, and thereby opposes policies that mandate the issuance of such permits.

Cal Cities supports the honoring of Gun Violence Restraining Orders (GVROs) that are issued by other states.

Miscellaneous

Cal Cities opposes reductions to city authority to regulate needle and syringe accessibility and exchange programs.

Cal Cities asks any company manufacturing or marketing or planning to manufacture or market colored-tread tires in California to voluntarily abandon such a product line and thereby prevent the public safety, environmental and social problems these tires can potentially cause.

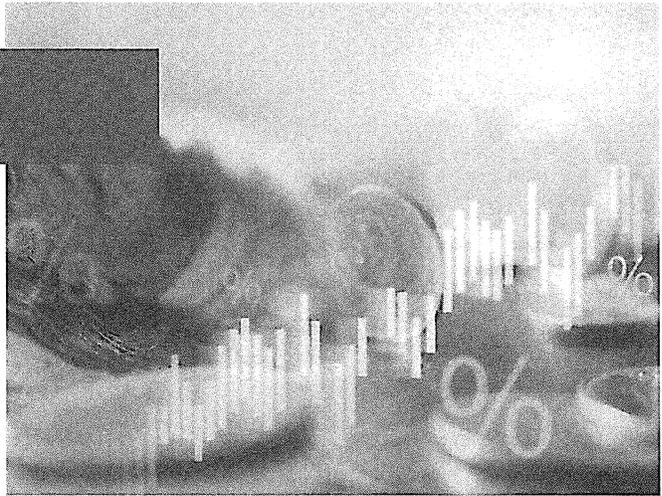
Cal Cities warns those individuals who advocate or perpetrate hate, not to test the cities' resolve to oppose them as each city is encouraged to vigorously pursue a course of investigation, apprehension, prosecution, conviction, and incarceration of all those who participate in hate crimes.

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Taxation

SCOPE OF RESPONSIBILITY

The Committee on Revenue and Taxation reviews issues related to finance administration, taxation reform, revenue needs, and revenue sources at the federal, state, and local levels.



Summary of Existing Policy and Guiding Principles

Cities and Cal Cities

Preamble

Inherent in these recommendations is the underlying principle that meaningful fiscal reform should allow each level of government to adequately finance its service responsibilities, with each being accountable to taxpayers for its own programs.

Efficiency

Cities and Cal Cities should continue to emphasize efficiency and effectiveness, encouraging, and assisting cities to achieve the best possible use of city resources.

Authority and Accountability

Cities must locally achieve political authority and accountability for revenues raised and services provided. For accountability, revenues should be logically linked to traditional and emerging responsibilities. Cities must effectively communicate the good news about city programs and operations, as well as information concerning financial conditions and city responsibilities.

Alliances

Cities should seek alliances with counties, schools, other cities, employee organizations, other local agencies, business, and professional organizations, and nonprofit organizations to support cooperation, sound financial policies, and joint action.

Initiative

Cities and Cal Cities are prepared to use the statewide initiative process, if necessary, to secure fiscal independence and a sound intergovernmental financial structure. Initiative efforts should, to the extent feasible, incorporate and, in no case violate, the principles developed by the Fiscal Reform Task Force as follows:

- Cities require a greater share of the property tax and other reliable, discretionary revenues in order to finance local services to property.
- Cities require constitutional protection of their revenue sources in order to provide insurance against diversion by the state of these revenues in the future for non-municipal purposes.
- Major reforms in the unfunded mandate reimbursement process should be enacted to make it more workable and meaningful.

Legislature or the Voters

Local Authority and Accountability

To preserve local authority and accountability for cities, state policies must:

- Ensure the integrity of existing city revenue sources for all cities, including the city share and situs allocation, where applicable, of property tax, sales tax, vehicle license fees, etc.
 - Ensure the integrity of city revenue sources by providing fraud deterrence and enforcement tools that improve the collection of public funds.
 - Protect the authority of local governments to collect revenues from telecommunications providers and ensure that any future changes are revenue neutral for local governments.
 - Oppose any state or federal legislation that would pre-empt or threaten local taxation authority including, but not limited to, Utility User's Taxes.
 - Allow every level of government to enjoy budgetary independence from programs and costs imposed by other levels of government.
 - Authorize a simple majority of the voters in a city or county to establish local priorities, including the right to increase taxes or issue general obligation bonds.
 - Offer incentives to reward cities achieving program goals, rather than withhold or reduce revenues to accomplish targets.
- A prudent reserve fund.
 - Official records kept of all Assembly and Senate official meetings.
 - A balanced deficit reduction approach, which could include temporary revenue increases dedicated solely to retiring short-term debt, spending cuts, short-term borrowing and multi-year spending limitations.
 - Long-term restructuring measures, including increased local government property tax shares to create balanced growth and separate budget detail of all state expenditures at the local level.

State Mandates

The state must provide full and prompt reimbursement to all local agencies for all state-mandated programs and/or infractions and losses associated with local revenue shifts.

Local agencies must be authorized to petition the Commission on State Mandates immediately after legislation is chaptered for determination of eligibility for reimbursement and reserve the right to directly pursue court intervention without an administrative appeals process.

Reforms are needed in the mandate approval and reimbursement process.

The state should be prohibited from deferring mandate payments.

Unless specifically requested by a city, no new duties, responsibilities, or obligations should be assigned to a city or cities under state realignment.

State Legislative and Budget Reforms.

To stabilize state funding and programs and reverse the trend of the state's reliance on local revenues to solve the state's fiscal crises, the state should implement fiscal and legislative reforms which may include for consideration the following:

- A two-year spending plan with the first session focused on expenditures over the period.
- Oversight hearings that review programs for savings, duplication, or gaps in services.
- Limits on the number of bills that legislators may introduce.

Additional Revenue

Additional revenue is required in the state/local revenue structure. There is not enough money generated by the current system or allocated to the local level by the current system to meet the requirements of a growing population and deteriorating services and facilities.

When disasters or emergencies occur statewide or in various areas of the state, state government has

traditionally stepped in to assist with recovery efforts through various means, including the passage of legislation to provide income and property tax relief to affected individuals and businesses, and reimbursing local governments for their losses. Cal Cities supports disaster recovery legislation that includes mitigation for losses experienced by local governments. Cal Cities supports this aid being allocated to cities through a process that objectively accounts for the impacts that a disaster or emergency has had on a city's residents, infrastructure, economy, and revenues. In the event that aid is provided solely on a per-capita basis, Cal Cities support that it be done equally per resident.

Cal Cities also supports establishing a federal debt guarantee program that supports state catastrophe insurance programs for post-event debt that they incur as a result of paying for insured losses caused by major natural catastrophes.

Cal Cities supports legislation that would make adjustments to the vehicle license fee-property tax swap of 2004 to ensure that the formula appropriately accounts for city incorporations and annexations of inhabited territory.

Cal Cities supports legislation that would bolster existing local efforts to enforce local ordinances and revenue collection associated with short-term rentals. Legislation must protect local transient occupancy tax collection authority, tax rates, and enforcement authority associated with short-term rentals.

Reduce Competition

Revenue from new regional or state taxes or from increased sales tax rates should be distributed in a way that reduces competition for situs-based revenue. (Revenue from the existing sales tax rate and base, including future growth from increased sales or the opening of new retail centers, should continue to be returned to the point of sale.)

The existing situs-based sales tax under the Bradley Burns 1% baseline should be preserved and protected.

The equitable allocation of remote revenues from e-commerce recognizes both sides of the transaction and their contribution to sales tax generation. Allocation of the Bradley Burns 1% local sales tax revenue from in-state online purchases should proportionately benefit those communities that provide the infrastructure and incentives that facilitate the transaction and delivery of those goods and those communities that are the destinations for the goods. The regional impacts to infrastructure, land use, environmental quality, and public health stemming from e-commerce as well as the financial dependence of communities on the resulting revenues must be recognized. Changes to consumer behavior, which consists of more online shopping, must also be considered as to the fiscal sustainability of all cities.

City officials should account for these factors in the evolving marketplace and continuously strive for prospective fair and equitable revenue sharing based on data, as available. City officials should also employ their best judgement to support policies that benefit the sustainability of all cities.

Restrictions should be implemented and enforced to prohibit the enactment of agreements designed to circumvent the principle of situs-based sales and redirect or divert sales tax revenues from other communities when the physical location of the affected businesses does not change.

Sales tax rebate agreements involving online retailers can be inappropriate because they may have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one.

Prospectively, sales tax rebate agreements shall be no longer than 20 years, and shall not rebate more than 50% of the sales tax generated by the private business. Existing sales tax rebate agreements shall not have the ability to be renewed in perpetuity (i.e., term extensions that would be a loophole to avoid new requirements are prohibited). Additionally, the California

Department of Tax and Fee Administration shall exclude from the county pool calculations of the local Bradley Burns 1% sales and use tax the sales tax gained from a sales tax sharing agreement that is rebated to a private business.

There shall be a statewide database and dashboard of all Economic Development Subsidy Reports (such as sales tax rebate agreements) on a website.

Funding for Counties

Counties require additional funding if they are to fulfill their state-mandated and traditional roles.

As legal agents of the state, county expenditures in that capacity should be funded by the state. Their local programs should be financed locally.

The concept of "self-help" for counties should be expanded. An example might be that counties could receive certain state funding if they raise a specified level of revenue locally.

To alleviate competition among cities and counties, funding for counties should be accompanied by agreements on new development in undeveloped areas within the cities' sphere of influence.

Regional Revenues

Local government issues, programs, and services do not always recognize local government jurisdictional boundaries. In cases where regional issues, programs, and services are identified, multi-jurisdictional revenues should then be identified and implemented. As an example, the sales tax has been considered and used by many countywide areas to address multi-jurisdictional transportation issues.

Support regional cooperation on common interests and goals by providing access to share incremental growth in ERAF property tax.

Revenue Modernization

Property Tax

Cal Cities supports legislation which would clarify and improve the definition of "change of

ownership" for property tax reassessment purposes to include when more than 90% of direct or indirect ownership interests in a legal entity are cumulatively transferred in one or more transactions. Such changes would reduce the use of complicated strategies employed to evade reassessment of property upon changes of ownership.

Sales Tax

- **Sales and Use Tax Base:** Cal Cities supports modernization to the sales tax through measures that would either broaden the tax base on goods, which includes reviewing existing exemptions on certain goods and expanding to digital forms of goods that are otherwise taxed, and expanding the sales tax base to services, such as those commonly taxed in other states. Specific proposals in these areas should be carefully reviewed so that the impacts of any changes are fully understood.
- **Sales Tax Sourcing Rules:** Support as Cal Cities policy that point of sale (situs) is where the customer receives the product. Specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood.

Cal Cities supports as policy allowing more direct reporting of use taxes related to construction projects to the jurisdiction where the construction activity is located by reducing existing regulatory threshold from \$5 million to \$1,000,000.

Additionally, contractors should be required, rather than optionally permitted, to submit appropriate documentation for direct allocation of sales and use tax revenue to the location of the construction jobsite.

Cal Cities supports as policy requiring retailers to report the local use tax for transactions of \$100,000 or more to the participating jurisdiction where the first functional use is made.

- **County Pool Use Tax Allocations:** Support Cal Cities working with the state California Department of Tax and Fee Administration to update the county pool allocation process to ensure that more revenues are allocated to the jurisdiction where the purchase or first use of a product occurs (usually where the product is delivered). Use Tax collections from online sales, including from the South Dakota v Wayfair Decision, should be shifted out of county pools, and allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.
- **State Sales Tax Exemptions:** Cal Cities opposes state legislation that proposes to grant exemptions for specific products that fail to protect those portions of the sales tax that are dedicated to local government.
- **Data Collection:** Cal Cities supports efforts to modernize statewide sales tax data collection to improve understanding of out-of-state and in-state remote sales.

Federal Streamlined Sales and Use Tax Agreement (SSUTA)

There are more questions than answers for California cities about potential state participation in the SSUTA. The SSUTA offers many more risks for California cities than benefits. Thus, Cal Cities should:

- Continue to monitor developments of the SSUTA and related federal legislations, but not support any additional efforts that would lead to California joining the agreement. This position can always be revisited at a future point if events change.
- Strongly oppose any federal effort that attempts to force California to conform to the Agreement, or amendments to federal legislation that would directly undermine California's utility user tax structure.
- Work with the California Department of Tax and Fee Administration and other parties on

alternative efforts to increase the collection of use taxes within California. Share Cal Cities analysis of the SSUTA with interested parties, exchange information on use tax collection issues with municipal Leagues in other states, including those states with tax structures similar to California.

Federal Legislation Requiring Use Tax Collection

Cal Cities supports federal legislation that would require the collection of use tax from internet or "remote sales" that meets the following conditions:

- Is limited to the collection of sales and use taxes.
- Does not require states to participate in the SSUTA.
- Requires remote sellers to collect the full destination rate (combination of state and local rate at location the product will be delivered).
- Exempts intrastate (non-remote sales within California) from the destination rule.
- Provides sufficient flexibility to accommodate California's tax structure. (There are instances where the state, for policy reasons, has opted not to collect the state's share of sales taxes on an item, but the local rates on those items are still collected).

State regulatory actions and possible legislation may be needed to address issues raised by the collection of new revenue from remote sales. Implementation by the California Department of Tax and Fee Administration would likely require appropriate software for remote sellers to implement the new system.

Note: Cal Cities will review new legislation to determine how it relates to existing Cal Cities policies and guiding principles. In addition, because this document is updated every two years to include policies and guiding principles adopted by Cal Cities during the previous two years, there may be new, evolving policies under consideration or adopted by Cal Cities that are not reflected in the current version of this document. However, all policies adopted by Cal Cities Board of Directors or Cal Cities General Assembly become Cal Cities policy and are binding on Cal Cities, regardless of when they are adopted and whether they appear in the current version of "Summary of Existing Policies and Guiding Principles."

Transportation, Communications, and Public Works

SCOPE OF RESPONSIBILITY

The Committee on Transportation, Communications, and Public Works reviews both state and federal legislation as it relates to issues of transportation funding, construction, public works, telecommunications, and other related areas.



Summary of Existing Policy and Guiding Principles

Transportation

Cal Cities supports constitutional protections for transportation funding to be dedicated for transportation purposes only and opposes any efforts to reduce or eliminate transportation funding for local government.

Cal Cities supports protecting the additional funding for local transportation and other critical unmet infrastructure needs. One of Cal Cities' priorities is to protect the consistent and continuous appropriation of new monies from various sources directly to cities and counties for the preservation, maintenance, and rehabilitation of the local street and road system. New and additional revenues should continue to meet the following policies:

- **System Preservation and Maintenance.** Given the substantial needs for all modes of transportation, a significant portion of new revenues should continue to focus on system preservation. Once the system has been brought to a state of good repair, revenues for

maintenance of the system would be reduced to a level that enables sufficient recurring maintenance.

- **Commitment to Efficiency.** Priority should continue to be used to improve current systems. Recipients of revenues should incorporate operational improvements and new technology in projects.
- **All Users Based System.** New revenues should continue to be borne by all users of the system from the traditional personal vehicle that relies solely on gasoline, hybrid, or electric technology, to commercial vehicles moving goods in the state, and even transit, bicyclists, and pedestrians who also benefit from the use of an integrated transportation network.
- **Alternative Funding Mechanisms.** Given that new technologies continue to improve the efficiency of many types of transportation methods, transportation stakeholders must be open to new alternative funding mechanisms. Further, the goal of reducing greenhouse gases is also expected to affect vehicle miles traveled, thus further reduce gasoline consumption and revenue from the

existing gas tax. The existing user-based tax is an unsustainable revenue source. Collectively, we must have the political will to consider alternate transportation revenue streams that will provide reliable and sustainable revenues for local transportation projects.

- **Unified Statewide Solution.** For statewide revenues, all transportation stakeholders must stand united in the protection of new revenues. Any new statewide revenues should address the needs of the entire statewide transportation network, focused in areas where there is defensible and documented need.
- **Equity.** New revenues should continue to be distributed in an equitable manner, benefiting both the north and south and urban, suburban, and rural areas as well as being equally split between state and local projects.
- **Flexibility.** Needs vary from region to region and city to city. Local governments should continue to have needed flexibility for new revenues and revenue authority to provide the appropriate level programs and activities that constituents rely on.
- **Accountability.** All tax dollars must be spent properly, and recipients of new revenues must be held accountable to the taxpayers, whether at the state or local level.
- **Education.** Through the City and County Pavement Improvement Center (CCPIC), educational opportunities to provide additional research and development, guidance, specifications, tools, and training in pavement management and engineering must be made available to local governments to help ensure local streets and roads last longer, cost less, and are more sustainable.

Cal Cities supports a permanent shift of the sales tax on gasoline for transportation purposes and an allocation formula equivalent to 40/40/20 split of 40% to cities and counties, 40% to State Transportation Improvement Program ("STIP"), and 20% to transit.

Cal Cities supports enhanced autonomy for local transportation decision-making and pursues transportation policy changes that move more dollars and decisions to local policy leaders. Cal Cities supports policies to ensure transportation investments are being used for transportation purposes. Cal Cities will seek the maximum share of available funding for local transportation programs. Cal Cities supports implementation of federal transportation funding re-authorization legislation in a manner that supports these principles.

Cal Cities supports the preservation and expansion of transportation grant funding opportunities to help incorporate new transportation technologies and practices into local transportation networks, such as active transportation grant funding and transportation innovation grant funding.

Cal Cities opposes any state actions that would result in a reduction of revenues for local governments from the Highway Users Tax Account and/or the Road Maintenance and Rehabilitation Program. Cal Cities supports a requirement for the state to consult with Cal Cities of any transportation policy changes to help ensure such strategies include funding equal to or greater than what cities already receive to maintain, operate, and rehabilitate their existing streets and roads network.

Cal Cities supports the ongoing study of the Road Charge and any other alternative to the gas tax to sustainably fund transportation infrastructure.

Cal Cities supports efforts that streamline funding processes between the state, federal, and local governments that help reduce the amount of time and resources it takes to fund and complete transportation projects, such as NEPA delegation and the Match-Exchange Program.

Cal Cities opposes conditioning a city's share of transportation funding on housing-related goals, such as planning and production, instead favoring

comprehensive housing solutions for housing problems.

Cal Cities supports bicycle and pedestrian access with maximum local flexibility to prioritize this transportation need, as long as funding is available directly for it and other transportation priorities do not negatively affect transportation funding. Cal Cities opposes any mandatory set-asides or prioritization for bicycle and pedestrian access on the state or local system using state or local maintenance and/or rehabilitation funding.

Cal Cities opposes requiring a city or parking processing agency to automatically cancel notices of parking violations, prior to a request from a vehicle owner, if the violation does not substantially match the corresponding information on the vehicle registration.

Cal Cities opposes efforts that limit the ability for cities to remove or immobilize vehicles that chronically ignore moving and/or parking violations and/or are operating unlawfully on public roads.

Cal Cities supports the visionary effort of the High-Speed Rail project and supports the involvement of local officials in the project planning and implementation. However, Cal Cities opposes efforts to exempt the High-Speed Rail project from the California Environmental Quality Act (CEQA) and any other effort that would eliminate an opportunity for local input. Cal Cities also supports efforts to reaffirm voter support of the project, including voter reconsideration for the bond.

Cal Cities supports the development of best practices and funding to support all modes of goods movement including ports, roadways, storage/distribution centers, rail, and air. A focus should be kept on job creation and retention, economic development, and safety with cities actively engaged in their region for appropriate goods movement decision.

Cal Cities supports efforts to improve the California Public Utilities Commission's (CPUC) ability to respond to and investigate significant

transportation accidents in a transparent and timely manner to improve rail shipment, railroad, aviation, marine, highway, safe autonomous vehicle activities, and pipeline safety.

Cal Cities supports efforts to expand the Caltrans Business Logo Program, including the accurate deployment of Electric Vehicle Charging Station ("EVCS") charging signage.

Cal Cities opposes policies that undermine local decision making in the permitting process of refueling zero emission vehicles, including EVCS in the public right of way.

Cal Cities supports having a balanced regulatory framework over both the taxi, autonomous vehicle and transportation network companies ("TNC") industries and encourages the CPUC to include biometric identification data from TNC drivers and to have TNC companies conduct vehicle safety inspections and a policy where both industries where they are regulated by the state's CPUC, while giving cities the ability to regulate both industries when any given city finds that state regulation is insufficient for their community.

Cal Cities supports the Full Funding Grant Agreement (FFGA) process for the Federal Transit Administration's (FTA) Capital Investment Grant (CIG) program.

Public Works

Cal Cities supports retaining maximum flexibility for timely and cost-effective completion of public works projects. Cal Cities supports innovative strategies, including public-private partnerships at the state and local levels to enhance public works funding.

Cal Cities supports efforts to divert products that contribute to decreased capacity and increased maintenance costs at wastewater treatment facilities.

Cal Cities encourages the state to adopt maximum response time for all necessary state reports, including Project Study Reports, to allow for a

timely and cost-effective completion of public works projects. Cal Cities supports the certification of private firms to complete reports when state staff is unavailable.

Cal Cities supports expedited permitting when the work is necessary to ensure the integrity of gas pipelines, provided that local permitting and plan review requirements are met.

Cal Cities opposes efforts to alter the way that Caltrans prioritizes its litter cleanup and abatement program to just the segments of highway that receive the highest number of complaints.

Cal Cities supports improving the state's seismic readiness and resiliency, including tax credits for retrofitting seismically vulnerable buildings and the state conducting its own survey of buildings that are potentially vulnerable in seismic-prone regions of the state. Cal Cities opposes any efforts to impose such a mandate on local governments.

Cal Cities supports the inclusion of wildfire mitigation as an eligible project to receive the California Public Utilities Commission's Rule 20 funds and efforts to expand funding for Rule 20.

Micromobility

Cal Cities supports efforts that promote safety and reassert local authority when regulating emerging transportation technologies, such as e-scooters and e-bicycles, and opposes efforts to limit this authority and the city's access to meaningful data from companies operating within their jurisdiction.

Vehicles

Cal Cities supports requiring at least one person for any autonomous heavy-duty vehicle or autonomous transit vehicles during the early stages of autonomous vehicle deployment.

Cal Cities opposes all efforts that allow vehicles and vehicle operators on the road that will jeopardize the integrity of the public infrastructure

or the health and safety of the motoring public.

Cal Cities supports all efforts to retain maximum control of the local street and road system. Cal Cities supports traffic safety enhancements such as motorcycle helmets, child restraints, seat belts, and speed limit laws.

Cal Cities opposes any efforts to increase truck size or weight. The size and weight of trucks are important because they affect the stability and control of the truck, the way it interacts with other traffic, and the impact it has when colliding with other vehicles. Truck safety is particularly important because these vehicles share city streets and county roads with users — such as, motorists, pedestrians, cyclists, motorcyclists, and bus riders.

Cal Cities encourages cities to promote safe driving across California and the education of the general public about the dangers of texting while driving.

Cal Cities supports a requirement that all state rulemaking bodies consider the following factors for any proposed rule impacting vehicles: the weight added to any vehicle; the effect any added weight would have on pavement wear; and the resulting costs to state and local governments.

Cal Cities supports efforts to protect consumers from unscrupulous tow trucker companies and operators.

Cal Cities holds that increasing vehicle fines do not improve safety around school zones and encourages other efforts, such as increased police presence and additional crossing guards, as better solutions to safety issues in school zones.

Cal Cities supports legislation that authorizes the testing or conducting of pilot projects for autonomous vehicles in a safe manner.

Cal Cities supports policies that require local decision making in the authorization and oversight of autonomous vehicle operations.

Cal Cities supports policies that allow cities and ticketing authorities to ticket/cite autonomous vehicles.

Cal Cities support policies that promote safer environments for the operation of autonomous vehicles and allow first responders and local law enforcement the ability to interrupt and redirect wayward autonomous vehicles.

Contracts

Cal Cities supports maintaining maximum local flexibility in the area of contracting and contract negotiations. Cal Cities supports changes to law that allow cities options to use design-build and progressive design build delivery methods and contracting and other innovative delivery methods to bring efficiency to public contracting. Cal Cities also supports contracting out with private entities to increase project delivery efficiency and affordability.

Cal Cities opposes efforts to shift additional legal costs and liability away from design professionals and contractors to local governments.

Telecommunications

Cal Cities supports a state tax levied on direct broadcast satellite television service providers if the proceeds are distributed to support local public safety programs consistent with a geographic distribution methodology that reflects households using this service and provided that the tax is repealed should the revenues be diverted by the state for another purpose.

Traditional franchising at the local level has served the valuable purpose of tailoring service to unique local conditions and needs and assuring responsiveness of providers to consumers. The continued involvement of local government in any new state or federal regulatory scheme by way of locally negotiated agreements is an essential component of telecommunications regulations; best serves the needs of consumers and is consistent with the goal of providing consumers greater choice in telecommunications options.

Any new state or federal standards must conform to the following principles:

Net Neutrality

- Access to fast, reliable, and high-quality internet is essential for the success of our collective communities.
- Reliable communications and data networks for essential services, such as police and fire, are necessary, especially during times of emergency.
- Communications and data networks are increasingly important for the relationship between local government and its residents and businesses.
- Net neutrality prevents internet service providers from blocking, throttling, degrading, or providing for paid prioritization of lawful content, applications, or services.
- Free and open internet can spur innovation and help close the digital divide in California.
- Revenue Protection
- Protect the authority of local governments to collect revenues from telecommunications providers and ensure that any future changes are revenue neutral for local governments.
- Regulatory fees and/or taxes should apply equitably to all telecommunications service providers.
- A guarantee that all existing and any new fees/taxes remain with local governments to support local public services and mitigate impacts on local rights-of-way.
- Oppose any state or federal legislation that would pre-empt or threaten local taxation authority

Rights-of-Way

- To protect the public's investment, the control of public rights-of-way must remain local.
- Local government must retain full control over the time, place, and manner for the use of the public right-of-way in providing utilities, broadband and telecommunications services,

including the appearance and aesthetics of equipment placed within it.

Access

- All local community residents should be provided access to all available broadband and telecommunications services. Cal Cities supports funding and resources to provide access to high-speed broadband infrastructure, including municipal broadband, for all California communities, to close the digital divide, especially in unserved and underserved communities.
- Telecommunications providers should be required to specify a reasonable timeframe for deployment of telecommunications services that includes a clear plan for the sequencing of the build-out of these facilities within the entire franchise area.

Public Education and Government (PEG) Support

- The resources required of new entrants should be used to meet PEG support requirements in a balanced manner in partnership with incumbent providers.
- For cities currently without PEG support revenues, a minimum percentage of required support needs to be determined.

Institutional or Fiber Network (INET)

- The authority for interested communities to establish INET services and support for educational and local government facilities should remain at the local level.

Public Safety Services

- The authority for E-911 and 911 services should remain with local government, including any compensation for the use of the right-of-way. All E-911 and 911 calls made by voice over internet protocol shall be routed to local public safety answering points (PSAPs); i.e., local dispatch centers.

- All video providers must provide local emergency notification service.

Customer Service Protection

- State consumer protection laws should continue to apply as a minimum standard and should be enforced at the local level. Local governments should retain the authority to assess penalties to improve customer service.

Wireless Infrastructure

- Existing telecommunications providers and new entrants shall adhere to local city policies on public utility undergrounding.
- Cal Cities supports the authority of cities to zone and plan for the deployment of broadband and telecommunications infrastructure. Cal Cities supports the ability of cities to maintain and manage the public right-of-way and receive compensation for its use. Cal Cities supports the innovation and economic development potential of the “information superhighway” and the many possible benefits in the areas of telecommuting and productivity it promises. Cal Cities will work with the CPUC, the various telephone companies, and federal regulatory agencies to improve telephone area code planning in California.
- Cal Cities supports model agreements between cities and wireless communications providers for the deployment of wireless infrastructure, including small cells and macro cell towers, within their jurisdiction.
- Cal Cities supports a requirement of telecommunications providers to notify the California Office of Emergency Services (CalOES) of 911 service or emergency warning outages to help ensure the most efficient deployment of emergency services in affected areas.

Plain Old Telephone System (POTS):

Cal Cities believes the following principles in order to ensure minimum standards are met before service withdrawals of plain old telephone systems are made:

- Require that reliable communications systems are in place prior to any technology transition to ensure vital government services and public safety operations are available to communicate with citizens during emergencies.
- Telecommunications service should be technology-neutral to include similar regulatory protections and obligations, such as maintenance of infrastructure, access to facilities, and provision of basic voice and broadband service.
- Ensure a transparent process for the phase-out of POTS, avoiding self-certification and arbitrary timelines for CPUC review of withdrawal requests.
- Require carriers to assist local governments in a proposed service withdrawal area to determine which public services are dependent on them.
- Require the CPUC to consult with state and local agencies to verify alternative communications services that meet or exceed POTS quality, accessibility, reliability, and affordability and determine adequate transition times, especially to ensure functionality of the 911 system.
- For wireless technology alternatives, local governments must have guaranteed priority access to the 911 system.
- Ensure state enforcement and accountability over any proposed service withdrawals.
- Require that the transition to an alternative service is cost-neutral for consumers, with additional costs borne by the carriers, including ancillary costs such as software and equipment, for instance.
- Require the CPUC to notify and work with cities and other local governments of proposed service withdrawals to ensure appropriate transitions.
- Carrier cost savings from any such transition should be shared with customers, including local governments through a state-developed and administered financial assistance program.
- Require that “Lifeline” rates for customers with special needs are cost and technology-neutral, in the short- and long-term.
- Require that telecommunications companies that withdraw plain old telephone service within any given area continue to maintain the infrastructure and if no longer in use, be responsible and pay for the removal of the infrastructure.

Cal Cities opposes a deregulated framework for Voice over Internet Protocol (VoIP) technology given that VoIP is often a “communication of last resort,” as the state’s populace rapidly moves away from plain old telephone service and onto VoIP or wireless communications.

Air Pollution

Cal Cities will monitor developments and the ramifications of efforts to regulate air quality and related congestion strategies as it is related to state and local transportation networks.

Note: *Cal Cities will review new legislation to determine how it relates to existing Cal Cities policies and guiding principles. In addition, because this document is updated every two years to include policies and guiding principles adopted by Cal Cities during the previous two years, there may be new, evolving policies under consideration or adopted by Cal Cities that are not reflected in the current version of this document. However, all policies adopted by Cal Cities Board of Directors or Cal Cities General Assembly become Cal Cities policy and are binding on Cal Cities, regardless of when they are adopted and whether they appear in the current version of “Summary of Existing Policies and Guiding Principles.”*



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2024 Legislative and Regulatory Policy Platform

Overview and Purpose

The Clean Power Alliance (CPA) Legislative and Regulatory Policy Platform (Platform) serves as a guide to the CPA Board of Directors and CPA staff in their advocacy efforts and engagement on policy matters of interest to CPA. The Platform allows both members of the CPA Board of Directors and CPA staff to pursue actions at the regional, state and federal legislative and regulatory levels in a consistent manner and with the understanding that they are pursuing actions in the best interest of the organization and its mission, its member agencies, and its customers.

The Platform provides direction to CPA staff on positions that should be taken on regulatory matters and legislative bill proposals. The Platform also provides guidance to the Chief Executive Officer on positions that should be taken on legislative and regulatory matters that come before the California Community Choice Association (CalCCA) Board of Directors.

CPA staff report to the Board monthly on all positions taken on legislative bills. For bills that fall outside the scope of this platform; bills that are likely to attract high-profile supporters and detractors, including bills that would modify the California Environmental Quality Act (CEQA); bills that would raise taxes; or bills that would knowingly put CPA at odds with positions that its member agencies have taken, CPA staff will seek approval of a proposed position to the Legislative & Regulatory Committee and Board of Directors before taking a position.

Policy Principles

The Legislative and Regulatory Policy Platform is centered around five basic principles:

1. Protecting CPA's local control and competitive position, especially as it relates to rates, finances, power procurement and expansion of its service territory.
2. Pursuing power resource planning and procurement that promotes the growth in renewable energy capacity at the local level and reduce fossil fuel dependency, with the goal of combating climate change.
3. Developing and administering customer programs that encourage clean energy adoption by CPA customers.
4. Ensuring fair access to data, particularly as it relates to energy usage, billing, and information needed to develop and administer customer programs.
5. Supporting CPA's ability to set electric rates and offer programmatic services that are affordable and inclusive for all.

These principles are incorporated throughout the below platform.

Policy Platform

1. Affordability and Local Control
 - a. Fair rates and cost allocation: CPA will pursue administrative and legislative initiatives that will ensure that non-bypassable charges for CPA customers, including any income-graduated fixed charges, are assessed fairly compared to unbundled customers and that CPA's customers are not unnecessarily burdened by non-bypassable charges compared to unbundled customers.
 - b. Finances: CPA will pursue administrative and legislative initiatives to ensure that CPA is eligible to apply and receive funding made available to the electricity sector for decarbonization, reliability, and affordability purposes, and that CPA's financial health are not disparately impacted by new regulations.
 - c. CCA Expansion: CPA will pursue administrative and legislative initiatives to protect CPA's ability to expand its service to new member agencies.
 - d. Local Control: CPA will pursue administrative and legislative initiatives to protect CPA Board's authority over CPA's procurement, rate-setting, governance, and customer program development activities.

2. Power Resources Planning and Procurement
 - a. Resource Adequacy and Reliability: CPA will pursue administrative and legislative initiatives that will enable CPA to secure capacity resources to meet its reliability obligations, such as initiatives that evaluate the supply of capacity resources available to load serving entities (LSEs), determine the appropriate market mechanisms for LSEs to procure capacity resources, and develop a durable policy framework that encourages all LSEs to construct their fair share of new capacity resources to maintain grid reliability while pursuing decarbonization efforts.
 - b. Carbon-Free Resources: CPA will pursue administrative and legislative initiatives that will maximize CPA's ability to procure carbon-free resources to meet or exceed the needs of CPA's three product offerings and its long-term carbon-free procurement goal as required by SB 100 and other statutory or regulatory obligations.
 - c. Renewable Resources: CPA will pursue administrative and legislative initiatives that will maximize CPA's ability to procure eligible Renewable Portfolio Standard (RPS) resources to meet the needs of CPA's three product offerings and its long-term RPS procurement goal as required by SB 100 and other statutory or regulatory obligations.
 - d. Integrated Resource Plan: CPA will pursue administrative and legislative initiatives that will maximize CPA's ability to plan and procure resources to meet various environmental and reliability goals set by state laws and by its Board of Directors, while offering affordable products and programs to serve its customers, including disadvantaged communities.
 - e. Transmission: CPA will pursue administrative and legislative initiatives that will expedite new transmission infrastructure needed to meet California's climate goals, as well as initiatives that will provide CPA adequate access to transmission capacity to maximize its procurement of RPS-eligible or carbon-free resources that meet various statutory and regulatory requirements.
 - f. Research & Development: CPA will pursue administrative and legislative initiatives that support the research and development of new energy resources that can be procured to meet the reliability and decarbonization goals set by the State and its Board of Directors.

- g. Grid Reliability: CPA will pursue administrative and legislative initiatives that support the expansion of a regional grid that improves reliability; accelerates decarbonization; improves transmission planning; reduces costs for ratepayer and load serving entities; maintains California's ability to set, meet and implement its own climate goals; and protects clean energy jobs within the State.

3. Customer Programs

- a. Demand Response, Demand Flexibility and Energy Efficiency: CPA will pursue administrative and legislative initiatives that will enable CPA to pursue demand response programs and opportunities for its customers.
- b. Zero-emission vehicles: CPA will pursue administrative and legislative initiatives to promote electrification of the transportation sector in response to state and federal goals aimed at increasing the usage of zero emission vehicles.
- c. Building decarbonization: CPA will pursue administrative and legislative initiatives that support the ability of CPA to promote statewide building decarbonization, primarily through electrification.
- d. Local Grid Management and Resiliency: CPA will pursue administrative and legislative initiatives that supports the ability of CPA and its member agencies to offer local grid management and resiliency solutions to increase local reliability and adaptability that could protect against power outages and extreme heat.
- e. Distributed Energy Resources: CPA will pursue administrative and legislative initiatives that support the ability of CPA to offer and utilize distributed energy resources as part of its reliability, resiliency and community engagement strategies.
- f. Research and Development: CPA will pursue administrative and legislative initiatives that support the ability of CPA to explore new opportunities related to behind the meter clean energy resources.

4. Data Access

- a. Timely and Accurate Access to Customer Data: CPA will pursue administrative and legislative initiatives that will enable CPA to obtain timely and accurate access to its customers' data to improve billing accuracy and inform the development and implementation of customer programs.
- b. Fair Fees for Data Management Services: CPA will pursue administrative and legislative initiatives to ensure that the fees due to Southern California Edison for data access and management are fairly assessed based on data needs and potential technological improvements.

5. Diversity, Equity, Inclusion

- a. Customer Protection: CPA will pursue administrative and legislative initiatives that support the protection of all ratepayers, particularly environmental and social justice communities in CPA's service territory.
- b. Supplier Diversity: CPA will pursue administrative and legislative initiatives that supports supplier diversity in CPA's contracting activities and through women-owned, minority-owned, disabled-veteran-owned, and lesbian, gay, bisexual, and/or transgender owned business enterprises.
- c. Workforce Development: CPA will pursue administrative and legislative initiatives that support workforce development with a focus on new stable, well-paying local jobs, and participation in a just transition to a low-carbon economy.

- d. Energy Equity: CPA will pursue administrative and legislative initiatives that supports increased access to clean energy technologies, clean energy and contracting jobs, and clean energy opportunities for environmental and social justice communities in CPA's service territory.
- e. Access to the Electrical Grid: CPA will pursue administrative and legislative initiatives that support reducing timelines in interconnection and service extensions for new construction, critical services, renewable energy, building decarbonization, and other projects in CPA's service territory.



POLICY TITLE: Legislative Advocacy Policy
POLICY NUMBER: 1055

1055 Purpose

The purpose of the policy is to guide [DISTRICT] officials and staff in considering legislative or regulatory proposals that are likely to have an impact on [DISTRICT], and to allow for a timely response to important legislative issues. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited,¹ the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions which will affect the public agency expending the funds.²

The purpose for identifying Legislative Advocacy Procedures is to provide clear direction to [DISTRICT] staff with regard to monitoring and acting upon bills during state and federal legislative sessions. Adherence to Legislative Advocacy Procedures will ensure that legislative inquiries and responses will be administered consistently with “one voice” as to the identified Advocacy Priorities adopted by the Board of Directors. The Legislative Advocacy Procedures and Advocacy Priorities will provide the [DISTRICT] General Manager, or other designee, discretion to advocate in [DISTRICT] best interests in a manner consistent with the goals and priorities adopted by the Board of Directors. This policy is intended to be manageable, consistent, and tailored to the specific needs and culture of [DISTRICT].

1055.1 Policy Goals

- Advocate the [DISTRICT] legislative interests at the State, County, and Federal levels.
- Inform and provide information to the Board of Directors and district staff on the legislative process and key issues and legislation that could have a potential impact on the district.
- Serve as an active participant with other local governments, the California Special Districts Association, and local government associations on legislative and regulatory issues that are important to the district and the region.
- Seek grant and funding assistance for [DISTRICT] projects, services, and programs to enhance services for the community.

1055.2 Policy Principles

The Board of Directors recognizes the need to protect [DISTRICT] interests and local control, and to identify various avenues to implement its strategic and long-term goals. It is the policy of [DISTRICT] to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors.

¹ Cal. Gov. Code § 54964.

² Cal. Gov. Code § 53060.5; *Stanson v. Mott* (1976) 17 Cal. 3d 206.





This policy provides [DISTRICT] General Manager, or other designee, the flexibility to adopt positions on legislation in a timely manner, while allowing the Board of Directors to set Advocacy Priorities to provide policy guidance. The Board of Directors shall establish various Advocacy Priorities and, so long as the position fits within the Advocacy Priorities, staff is authorized to take a position without board approval.

Whenever an applicable Advocacy Priority does not exist pertaining to legislation affecting the [DISTRICT], the matter shall be brought before the Board of Directors at a regularly scheduled board meeting for formal direction from the Board of Directors. [The Board of Directors may choose to establish a standing committee of two Directors, known as the "Legislative Advocacy Committee", with the authority to adopt a position when consideration by the full Board of Directors is not feasible within the time-constraints of the legislative process.]

Generally, the [DISTRICT] will not address matters that are not pertinent to the district's local government services, such as social issues or international relations issues.

1055.3 **Legislative Advocacy Procedures**

It is the policy of [DISTRICT] to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors. This process involves interaction with local, state, and federal government entities both in regard to specific items of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in regional, state, and national organizations is encouraged and supported by the [DISTRICT].

Monitoring legislation is a shared function of the Board of Directors and General Manager or designated staff. The Legislative Advocacy Procedures are the process by which staff will track and respond to legislative issues in a timely and consistent manner. The General Manager, or other designee, will act on legislation utilizing the following procedures:

1. The General Manager or other designee shall review requests that the [DISTRICT] take a position on legislative issues to determine if the legislation aligns with the district's current approved Advocacy Priorities.
2. The General Manager or other designee will conduct a review of positions and analysis completed by the California Special Districts Association and other local government associations when formulating positions.
3. If the matter aligns with the approved priorities, [DISTRICT] response shall be supplied in the form of a letter to the legislative body reviewing the bill or measure. Advocacy methods utilized on behalf of the district, including but not limited to letters, phone calls, emails, and prepared forms, will be



communicated through the General Manager or designee. The General Manager or designee shall advise staff to administer the form of advocacy, typically via letters signed by the General Manager, or designee, on behalf of the Board of Directors.

4. All draft legislative position letters initiated by the General Manager or designee shall state whether the district is requesting “support”, “support if amended”, “oppose”, or “oppose unless amended” action on the issue, and shall include adequate justification for the recommended action. If possible, the letter should include examples of how a bill would specifically affect the district, e.g. “the funding the district will lose due to this bill could pay for X capital improvements.”
 - a. Support – legislation in this area advances the district’s goals and priorities.
 - b. Oppose – legislation in this area could potentially harm, negatively impact or undo positive momentum for the district, or does not advance the district’s goals and priorities.
5. The General Manager may also provide a letter of concern or interest regarding a legislative issue without taking a formal position on a piece of legislation. Letters of concern or interest are to be administered through the General Manager or designee.
6. When a letter is sent to a state or federal legislative body, the appropriate federal or state legislators representing the [DISTRICT] shall be included as a copy or “cc” on the letter. The appropriate contacts at the California Special Districts Association and other local government associations, if applicable, shall be included as a cc on legislative letters.
7. A position may be adopted by the General Manager or designee if any of the following criteria is met:
 - a. The position is consistent with the adopted Advocacy Priorities;
 - b. The position is consistent with that of organizations to which the district is a member, such as the California Special Districts Association; or
 - c. The position is approved by the Board of Directors [or the Legislative Advocacy Committee].
8. All legislative positions adopted via a process outside of a regularly scheduled Board Meeting shall be communicated to the Board of Directors at the next regularly scheduled Board Meeting. When appropriate, the General Manager or other designee will submit a report (either written or verbal) summarizing activity on legislative measures to the Board of Directors.

1055.4 **Advocacy Priorities**

Revenue, Finances, and Taxation

Ensure adequate funding for special districts’ safe and reliable core local service delivery. Protect special districts’ resources from the shift or diversion of revenues without the consent of the affected districts. Promote



the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies. Protect and preserve special districts' property tax allocations and local flexibility with revenue and diversify local revenue sources.

Support opportunities that allow the district to compete for its fair share of regional, state, and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs. Opportunities may also include dedicated funding streams at the regional, state, or federal levels that allow the district to maximize local revenues, offset and leverage capital expenditures, and maintain district goals and standards.

Governance and Accountability

Enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant or one-size-fits all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preferences of each community.

Oppose additional public meeting and records requirements that unnecessarily increase the burden on public resources without effectively fostering public engagement and enhancing accountability of government agencies.

Promote local-level solutions, decision-making, and management concerning service delivery and governance structures while upholding voter control and maintaining LAFCO authority over local government jurisdictional reorganizations and/or consolidations.

Human Resources and Personnel

Promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees.

Maintain special districts' ability to exercise local flexibility by minimizing state mandated contract requirements. Oppose any measure that would hinder the ability of special districts to maximize local resources and efficiencies through the use of contracted services.

Infrastructure, Innovation, and Investment

Encourage prudent planning for investment and maintenance of innovative long-term infrastructure. Support the contracting flexibility and fiscal tools and incentives needed to help special districts meet California's changing



demands. Promote the efficient, effective, and sustainable delivery of core local services.

Prevent restrictive one-size-fits-all public works requirements that increase costs to taxpayers and reduce local flexibility.