CITY COUNCIL
MEETING AGENDA PACKET

Tuesday, November 18, 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

CITY OF SIERRA MADRE

CITY COUNCIL SPECIAL MEETING AGENDA

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

Tuesday, November 18, 2025, 5:30 P.M.

City Council Chambers, 232 W. Sierra Madre Blvd.

AMERICANS WITH DISABILITIES ACT

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (626) 574-5455. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

PUBLIC COMMENT & ACCESS

The Brown Act provides the public with an opportunity to make public comments at any public meeting. As an alternative, public comment may be submitted by e-mail to publiccomment@sierramadreca.gov by 3:00PM on the day of the meeting. Emails will be acknowledged at the City Council meeting, filed into public record, and scanned onto the City website for public review.

A copy of the posted agenda and a live video stream of the meeting can be found on the City's website at sierramadreca.gov , on Foothills Media website at foothillsmedia.org/sierramadre, and broadcast on Government Access Channel 3 (Spectrum).

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

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 City Council's ability to conduct City business may be asked to leave the meeting. Any and all demonstrations which disrupt, interrupt, or obstruct the City 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.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND INSPIRATION
Council Member Kriebs

3. ROLL CALL OF CITY COUNCIL MEMBERS

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

4. REPORT FROM CITY ATTORNEY REGARDING CLOSED SESSION

5. SUPPLEMENTAL INFORMATION FROM CITY CLERK REGARDING AGENDA ITEMS

6. REPORTS FROM MAYOR AND CITY COUNCIL (including reports from City Council related to meetings attended at City expense per AB 1234)

7. REPORTS FROM CITY STAFF

8. PRESENTATIONS

a) Presentation on State Bill 707 Open Meetings: Meetings and Teleconference Requirements

9. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Speakers are generally limited to three (3) minutes per person and time may not be delegated; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted 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.

10. PUBLIC HEARING

Any person wishing to speak before the City Council on a public hearing item is asked to complete a Speaker Card noting the agenda item number and provide it to the City Clerk prior to the start of the public hearing. Separate and apart from the applicant (who may speak longer in the

discretion of the City Council) speakers are generally limited to three (3) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or acting on any item not listed on the posted agenda. The applicant may additionally submit rebuttal comments, at the discretion of the City Council.

11. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless a member of the City Council requests that a specific item be removed from the Consent Calendar for separate discussion and action.

a) Regular Meeting Minutes of October 28, 2025
CEQA: Not a Project
Recommended Action: Approve

b) First Amendment to the Professional Services Agreement with Hue C. Quach
CEQA: Not a Project
Recommended Action: Approve

c) First Amendment to the Professional Services Agreement with King Office Services extending the contract term and increasing the Not-to-Exceed amount to $146,045
CEQA: Not a Project
Recommended Action: Approve

d) Quarterly Treasurer's Report
CEQA: Not a Project
Recommended Action: Receive and File

e) Resolution No. 25-62 accepting $30,000 in grant funds from the State of California Department of Alcoholic Beverage Control Grant Assistance Program, approving the grant budget, appropriating said funds to the Sierra Madre Police Department and authorizing the City Manager or designee to execute all related records.
CEQA: Not a Project
Recommended Action: Adopt

f) Resolution No. 25-67 Approving Certain Demands
CEQA: Not a Project
Recommended Action: Adopt

g) Resolution No. 25-68 amending the Classification Plan and Salary Matrix for Executive Management.
CEQA: Not a Project
Recommended Action: Approve

h) Resolution 25-70 amending the Fiscal Year 2025-2026 budget approving a supplemental budget appropriation from the Public Education and Government Fund Reserve
CEQA: Not a Project
Recommended Action: Adopt

12. ITEMS FOR FUTURE AGENDAS

13. ADJOURNMENT

The City Council will adjourn to a regular meeting on Tuesday, December 9, 2025.

MINUTES

REGULAR MEETING
SIERRA MADRE CITY COUNCIL

Tuesday, October 28, 2025
5:30 pm

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

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CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

Mayor Parkhurst called the meeting to order at 5:30 p.m. City Clerk Aguilar called the roll.

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

Absent: None.

Also Present: Michael Bruckner, City Manager
Aleks Giragosian, City Attorney
Laura Aguilar, City Clerk
Gustavo Barrientos, Police Chief
Brent Bartlett, Fire Chief
Clare Lin, Director of Planning & Community Preservation
Katelyn Huang, Assistant Planner
James Carlson, Senior Analyst

PLEDGE OF ALLEGIANCE AND INSPIRATION

Council Member Goss led the audience in the pledge of allegiance.

APPROVAL OF MEETING AGENDA

Vote of the City Council to proceed with City business.

Mayor Parkhurst asked for a motion to amend the agenda or approve as presented.

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

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.

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

APPROVAL OF MEETING MINUTES

Approval of October 14, 2025 City Council Regular Meeting minutes.

Mayor Parkhurst asked the Council for any edits to the meeting minutes.

Council Member Garcia noted in an e-mail to the City Clerk's Office that one of the speakers that testified during Public Hearing 1 – Ordinance No. 1486 Relating to the adoption and amendments to the 2025 International Fire Code and the 2025 California Fire Code Updates, was recognized as Ellen Andrews. The minutes reflected Paula Andrews and Council Member Garcia asked for a correction to the speaker's name.

Hearing no other changes, Mayor Parkhurst asked for a motion regarding the October 14, 2025 Regular Meeting minutes.

Council Member Goss made a motion to approve the October 14, 2025 Regular Meeting minutes, as amended.

Council Member Garcia 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 approve the meeting minutes as amended was approved by a unanimous voice vote by all Members present.

Mayor Parkhurst then continued the meeting to discuss the reading of resolutions and ordinances by title only.

APPROVAL FOR READING RESOLUTIONS AND ORDINANCES
Vote of the City Council to read all Ordinances and Resolutions by title only and waive reading in full.

Mayor Parkhurst asked for a motion.

Council Member Garcia made a motion to approve the reading of ordinances and resolutions by title only.

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.

The motion to approve the reading of ordinances and resolutions by title only was approved by a unanimous voice vote by all Members present.

MAYOR AND CITY COUNCIL REPORTS
Reporting of Council Members' activities related to City business.

Council Member Kriebs:
Reported that she attended the October 20 Community Services Commission meeting. She also reported that she attended the ribbon-cutting for the new pickleball courts at Sierra Vista Park on October 21. On October 25 she attended the Pancake Breakfast at the Sierra Madre Fire Department.

Council Member Goss
On October 16 he attended a meeting with San Gabriel Valley Council of Governments. State Senator Sasha Perez provided an update on Eaton Fire recovery. Council Member Goss also reported that he attended the October 16 Planning Commission meeting. The Commission discussed the annual report of Alverno Heights Academy Conditional Use Permit (CUP).

Council Member Garcia
Reported that he attended the Halloween Happenings window painting. He thanked the Civic Club for sponsoring the event. Council Member Garcia also reported that he attended the Sierra Madre Fire Department Pancake Breakfast on October 25.

Mayor Pro Tem Lowe:
Reported that she attended a Cole Gallagher performance at the Sierra Madre Playhouse on October 16. She also went to the new restaurant BESS and enjoyed her meal. On October 22nd she attended a meeting of the Los Angeles County Sanitation District; On October 25th she attended the Pancake Breakfast at the Sierra Madre Fire Department. On October 27, Mayor Pro Tem reported attending a meeting of the Library Board of Trustees.

Mayor Parkhurst
Reported that he attended the October 15, 2025 Natural Resources Commission meeting, he also reported attending meetings with the Clean Power Alliance on October 16 and October 23.

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

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

Provide Public Comment for Topics not on the Meeting Agenda
Time shall be devoted to provide public comments for items not on the agenda. Under the Brown Act, the City Council is prohibited from taking action on items not on the agenda.

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

2. Comments addressed to the City Council shall occur during the appropriate time on the agenda and should not be construed as an opportunity for dialogue.

Mayor Parkhurst opened the podium for public comment on items not on the agenda.

City Clerk Aguilar announced that three speaker cards had been submitted for items not on the agenda.

1. Mary Carney, 62 W. Alegria: Spoke about Flipping the Switch on Aging

2. Brian Dickenson, Interim Public Works Manager: Introduced himself to the City Council and Community as the interim Public Works Manager.
3. Leila Regan, City Librarian: Provided information on upcoming Library programming and an update on the move from the temporary library to the permanent library.

Seeing no one else come forward, Mayor Parkhurst closed public comment and moved on to presentations.

PRESENTATIONS

1. PRESENTATION FROM PASADENA UNIFIED SCHOOL DISTRICT (PUSD)

PUSD Board Member Tina Fredericks thanked the City Council for agreeing to co-fund the cost of crossing guards.

PUSD Superintendent Dr. Blanco provided an update on the State of the school district and shared plans for the District's fiscal stabilization and budget reductions.

Sierra Madre Elementary School Principal Dr. Marchesso provided an update on this year's progress at the Elementary School.

Sierra Madre Middle School Principal Newsom provided highlights of the school's continued success.

PUSD Chief Academic Officer Chan Hill shared the programming offered at the various local PUSD high schools.

Pasadena High School Principal Dr. Barba shared highlights on the School's curriculum and signature programs.

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.

At the conclusion of the presentations, Mayor Parkhurst moved onto Action Items. City Clerk Aguilar read the following reports:

CONSENT

a) RESOLUTION 25-59 APPROVING CERTAIN DEMANDS

It is recommended that the City Council approve Resolution 25-56 approving payment of City Warrants in the aggregate amount of $662,047.79, Sierra Madre Library Warrants in the aggregate amount of $639,985.51, and Payroll Transfer in the aggregate amount of $563,463.22, for the Fiscal Year ending June 30, 2026.

b) RESOLUTION 25-60 AMENDING THE FISCAL YEAR 2025-26 BUDGET AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE POLICE DONATION FUND IN THE AMOUNT OF $45,000 AND APPROVAL OF A PURCHASE ORDER WITH IRV SEAVER BMW FOR THE ACQUISITION OF A POLICE MOTORCYCLE

It is recommended that the City Council adopt Resolution 25-60.

c) RESOLUTION 25-64 AMENDING THE EXECUTIVE MANAGEMENT CLASSIFICATION PLAN AND SALARY MATRIX TO ESTABLISH THE PUBLIC WORKS DIRECTOR/CITY ENGINEER

POSITION AND ALIGN THE PLANNING & COMMUNITY PRESERVATION DIRECTOR RANGE

It is recommended that the City Council adopt Resolution 25-64.

d) RESOLUTION 25-65 AUTHORIZING AN APPROPRIATION FROM FUND 32012 – DOWNTOWN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT FUND BALANCE AND APPROVAL OF A CONTRACT FOR THE BANNER POLE INSTALLATION PROJECT IN KERSTING COURT

It is recommended that the City Council approve Resolution 25-65.

e) RESOLUTION 25-66 AMENDING THE CLASSIFICATION PLAN AND SALARY MATRIX FOR CLASSIFIED EMPLOYEES ASSOCIATION, SIERRA MADRE PROFESSIONAL FIREFIGHTERS ASSOCIATION, CONFIDENTIAL-EXEMPT, AND EXECUTIVE MANAGEMENT

It is recommended that the City Council approve Resolution 25-66.

f) ASSEMBLY BILL (AB) 1600 MITIGATION FEE ACT COMPLIANCE REPORT

It is recommended that the City Council receive and file this report.

g) SECOND READING OF ORDINANCE 1487 AMENDING VARIOUS CHAPTERS OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE SIERRA MADRE MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODES WITH CERTAIN EXCEPTIONS, MODIFICATIONS, AND ADDITIONS

It is recommended that the City Council adopt Ordinance 1487.

At the conclusion of City Clerk Aguilar's report, Mayor Parkhurst brought the matter to the City Council for questions. The City Council asked questions for clarification on Consent Items A, B, C, D, and G. Staff provided responses for clarity.

Mayor Pro Tem Lowe had additional questions regarding Consent G. There were questions about options for shade in rear yards. City Attorney Giragosian suggested that the City Council bring back Ordinance 1487 to a future meeting to allow staff to research the questions.

Mayor Parkhurst opened the podium for public comment and asked if any e-mails had been received prior to the meeting. City Clerk Aguilar noted for the record that no e-mails had been received prior to the City Council meeting.

Seeing no one come forward, Mayor Parkhurst closed Public Comment and brought the matter back to the City Council.

Mayor Parkhurst asked the Council for a motion.

Mayor Pro Tem Lowe made a motion to approve Consent A-F as presented.

Council Member Garcia 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.

Consent Items Consent A-F were approved by majority voice vote. Consent Item G was pulled for discussion.

PUBLIC HEARINGS

1. **ORDINANCE NO. 1486 AMENDING CHAPTER 15.24 (FIRE CODE) AND ADDING CHAPTER 15.25 (CALIFORNIA WILDLAND URBAN INTERFACE CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE SIERRA MADRE MUNICIPAL CODE**

   It is recommended that the City Council introduce for first reading by title only, recommending adoption of Ordinance No. 1486

This report was presented by Fire Chief Bartlett.

At the conclusion of their report, Mayor Parkhurst brought the matter to the City Council for questions then opened the topic for public comment. City Clerk Aguilar noted for the record that no e-mails had been received prior to the City Council meeting, and no speaker cards were submitted.

Seeing no one come forward, Mayor Parkhurst closed Public Comment and brought the matter back to Council.

Mayor Parkhurst asked the Council for a motion.

Mayor Pro Tem Lowe made a motion to approve first reading of Ordinance 1486.

Council Member Garcia 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 approve the first reading of Ordinance 1486 was approved by a unanimous voice vote by all Council Members.

2. **ORDINANCE NO. 1488 APPROVING A MUNICIPAL CODE TEXT AMENDMENT (MCTA 25-03) AND RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING CHAPTER 17.72 (“SIGNS”) OF TITLE 17 (“ZONING”) OF THE SIERRA MADRE MUNICIPAL CODE**

   It is recommended that the City Council introduce for first reading by title only, recommending adoption of Ordinance No. 1488

This report was presented by Assistant Planner Huang.

At the conclusion of her report, Mayor Parkhurst brought the matter to the City Council for questions then opened the topic for public comment. City Clerk Aguilar noted for the record that no e-mails had been received prior to the City Council meeting, and no speaker cards were submitted.

Seeing no one come forward, Mayor Parkhurst closed Public Comment and brought the discussion back to Council.

Mayor Parkhurst asked the Council for a motion.

Mayor Pro Tem Lowe made a motion to approve first reading of Ordinance 1488.

Council Member Goss 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 approve first reading of Ordinance 1488 was approved by unanimous voice vote.

DISCUSSION

1. **REVIEW AND POTENTIAL AMENDMENT OF SIERRA MADRE CODE OF ORDINANCES TITLE 10 – VEHICLES AND TRAFFIC CHAPTER 10.52 PARKING PROHIBITIONS ON YELLOW AND RED FLAG ALERTS DAYS**

   It is recommended that the City Council provide staff with direction.

Fire Chief Bartlett presented the report to the City Council.

At the conclusion of his report, Mayor Parkhurst brought the matter to the City Council for questions then opened the topic for public comment. City Clerk Aguilar noted for the record no e-mails had been received prior to the City Council meeting and no speaker cards submitted.

Seeing no one come forward, Mayor Parkhurst closed Public Comment and brought the discussion back to Council.

Council Member Garcia made a motion to: strike “Yellow Flags” from paragraph 1 of General Prohibitions of 10.52.030 and consolidate C and D of 10.52.020 “Definitions”:

C. **Red Flag Alert Day:** A day determined by the fire department when weather conditions indicate either:

1. Moderate debris and mudflows may occur in multiple areas of the city; or
2. There is potential for significant debris and mudflows in specific high-risk areas.

This alert is triggered by a Los Angeles County Phase II or III forecast.

D. **Red Flag Fire Weather Event:** A specific fire-weather alert determined by the fire department when extreme burning conditions are expected or ongoing. Criteria include:

1. Sustained wind averages of 15 mph or greater;
2. Relative humidity of 25% or lower;

3. Temperatures exceeding 75°F; and
4. Additional factors such as dry lightning or unstable air.

Council Member Goss 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 was approved by a unanimous voice vote.

The City Council continued their discussion of Consent G:

g) SECOND READING OF ORDINANCE 1487 AMENDING VARIOUS CHAPTERS OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE SIERRA MADRE MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODES WITH CERTAIN EXCEPTIONS, MODIFICATIONS, AND ADDITIONS

It is recommended that the City Council adopt Ordinance 1487.

Mayor Pro Tem Lowe made a motion to approve the second reading of Ordinance 1487.

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 Ordinance 1487 was approved by a unanimous voice vote.

Mayor Parkhurst continued the meeting, asking Council if they would like to add any items to future meetings.

FUTURE ITEMS

Mayor Parkhurst:
Presentation for electric vehicle charging stations

Council Member Goss:
Consequences for parked vehicles during Red Flag conditions.

Mayor Pro Tem Lowe:
An update on the salaries for the Executive Management Team

Hearing no other requests from Council, Mayor Parkhurst asked for a motion to adjourn the meeting.

Mayor Pro Tem Lowe made a motion to adjourn the meeting.

Council Member Goss seconded the motion to adjourn.

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 adjourn the meeting to Special meeting on November 18, 2025 at this same location was approved by all Members at 7:47 pm.

Minutes taken and typed by:

Laura M. Aguilar
City Clerk

Approved by Council Action:

Robert Parkhurst
Mayor

AVAILABILITY OF AGENDA MATERIALS
Materials related to items on this agenda are available for public inspection on the City's website at sierramadreca.gov.

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 Special Meeting on Tuesday, November 18, 2025.

CITY OF
SIERRA MADRE

STAFF REPORT

HUMAN RESOURCES

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Miguel Hernandez, Assistant City Manager
Aleks Giragosian, City Attorney

SUBJECT: **First Amendment to the Professional Services Agreement with Hue C. Quach**

RECOMMENDATION

It is recommended that the City Council approve, and authorize and direct the City Manager to execute the First Amendment to the Professional Services Agreement with Hue C. Quach to provide Finance Department project management and oversight support services.

SUMMARY

At the September 23, 2025, City Council Meeting, the City Council approved a Professional Services Agreement with Hue C. Quach (Consultant) to assist the City with the development of financial policies, procedures, and internal controls. In October 2025, the City's Finance Director announced his resignation, creating a critical vacancy on the City's Executive Team and a leadership void in the Finance Department.

Per the Sierra Madre Municipal Code, the City Manager has assumed the Acting Finance Director role; however, given the unique and essential nature of the finance function, the Consultant has agreed to amend his scope of work to provide additional services. These services will include assisting the City Manager and Finance Department with financial oversight and operational support, as well as providing staff guidance, mentorship, and continuity during the leadership transition.

The amended scope ensures that the City maintains fiscal stability, compliance with all applicable regulations, and timely completion of key financial responsibilities such as mid-year budget development, audit preparation, and financial reporting. The Consultant's continued involvement will provide consistency, technical expertise, and support to both staff and the City Manager while the City evaluates long-term options for the Finance Director position.

No changes to the overall contract budget are proposed at this time; the amendment reflects an expansion of duties within the existing not-to-exceed amount. Staff will continue to monitor workload and financial impacts and return to the City Council with any necessary adjustments.

DISCUSSION & ANALYSIS

At the September 23, 2025 City Council meeting, the Council approved a Professional Services Agreement with Hue C. Quach ("Consultant") to develop financial policies, procedures, and internal controls.

In October 2025, the Finance Director announced his resignation, creating a critical vacancy on the Executive Team and a leadership gap within the Finance Department. Pursuant to the Sierra Madre Municipal Code, the City Manager has assumed the Acting Finance Director role; however, the day-to-day finance function requires specialized oversight to maintain operational continuity, meet regulatory deadlines, and support staff during the transition.

To address this need, the Consultant has agreed to amend his scope, within the existing not-to-exceed amount, to provide interim financial oversight in partnership with the City Manager, operational support for core functions (cash management, budget monitoring, purchasing/payables review, and general ledger integrity), staff guidance and mentorship, and continuity for key deliverables such as mid-year budget development, audit preparation, and recurring financial reporting.

This approach preserves continuity of operations, strengthens internal controls, and ensures timely compliance while the City evaluates long-term options for the Finance Director position. The amendment does not increase the contract budget; staff will prioritize critical-path tasks, monitor hours and fiscal impacts, and return to the City Council with any recommended adjustments should workload or circumstances change.

STRATEGIC PLAN RELATIONSHIP

None.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

FISCAL IMPACT

There is no impact to the General Fund. The funding for this agreement has been appropriated from the Administration Internal Service Fund. Additional funding may be required depending on

the duration of the City's recruitment for the Finance Director position. Sufficient fund balance is available in the Administration Internal Service Fund for this purpose.

Approved by:

Michael Bruckner
City Manager

Attachment(s):

1. First Amendment
2. Original Professional Services Agreement

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

This First Amendment to Professional Services Agreement for Consultant Services ("Amendment") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and Hue C. Quach, an individual ("Consultant"), (collectively, "Parties").

RECITALS

A. On September 24, 2025, the Parties executed a Professional Services Agreement for Consultant Services so that Consultant would assist the City in developing fiscal policies ("Agreement").

B. The Parties desire to amend the Agreement to expand the scope of services to include general assistance to the Acting Finance Director.

AMENDMENTS

1. AMENDMENT: Section 3.1 of the Agreement is amended as follows, with underlined text denoting additions and struck through text denoting deletions:

   "Scope of Services": Such professional services as are set forth in Consultant's proposal ~~to City dated September 8, 2025 and~~ attached hereto as Exhibit A and incorporated herein by this reference. ~~Assistance with the Development of Fiscal Policies~~

2. AMENDMENT: Exhibit A to the Agreement shall be deleted and replaced with Exhibit A to this Amendment.

3. AMENDMENT: Exhibit B to the Agreement shall be deleted and replaced with Exhibit B to this Amendment.

4. INTEGRATION: This Amendment amends the Agreement and, except as specifically amended hereby, the Agreement shall remain in full force and effect.

5. 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 and effect.

IN WITNESS WHEREOF, this Agreement shall be executed by the representatives of the Parties authorized to do so and shall take effect upon the dates set forth below.

"City"

City of Sierra Madre

By:_____
Michael Bruckner
City Manager

Date: _____

"Consultant"

Hue C. Quach

By:_____
Hue C. Quach

Date: _____

Attest:

By:_____
Laura Aguilar, City Clerk

Date: _____

Approved as to form:

By:_____
Aleks R. Giragosian, City Attorney

Date: _____

EXHIBIT A
Scope of Services

Consultant commits to deliver the following support services to the City Manager while the City Manager serves as Acting Finance Director:

I. Financial Oversight and Support

a. Review, analyze, draft, and make recommendations on the City's financial policies, procedures, and reports to ensure accuracy, compliance, and sound financial management.

b. Assist the City Manager as Acting Finance Director in the preparation of budgets, forecasts, and financial analyses.

c. Provide technical advice and recommendations on fiscal policy, internal controls, and best practices.

II. Staff Support and Guidance

a. Assist in providing support and guidance to Finance Department staff on work assignments, priorities, and performance expectations.

b. Recommend staffing, training, or operational improvements as needed to enhance departmental effectiveness.

c. Provide input and recommendations regarding employee performance, hiring, or disciplinary matters as requested by the City Manager as Acting Finance Director.

III. Administrative and Operational Assistance

a. Review and recommend contracts, purchase orders, and other financial documents for the City Manager's consideration and approval.

b. Advise on accounting, auditing, and reporting practices to ensure compliance with applicable laws, regulations, and standards.

c. Support the City in preparing reports and presentations to the City Council, committees, or external agencies as directed.

IV. Restrictions on Authority

a. The Consultant shall not exercise any supervisory, hiring, or firing authority over City employees.

b. The Consultant shall not sign or approve contracts, purchase orders, financial documents, or any other instruments on behalf of the City.

c. The Consultant shall not hold the title or function as "Acting" or "Interim" Finance Director.

V. General Provisions

a. All work shall be performed under the direction and supervision of the City Manager as Acting Finance Director.

b. The Consultant shall comply with all applicable CalPERS restrictions for retired annuitants, including limitations on work hours and compensation.

EXHIBIT B
Approved Fee Schedule

In consideration of the project scope, the proposed billable rate is $120 per hour.

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(City of Sierra Madre /Hue C. Quach)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and Hue C. Quach, an individual ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant:

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 proposal to City dated September 8, 2025 and attached hereto as Exhibit A and incorporated herein by this reference. Assistance with the Development of Fiscal Policies.

3.2. "Agreement Administrator": The Agreement Administrator for this project is: 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 Fifty Eight Thousand Dollars ($58,000).

3.5. "Commencement Date": September 24, 2025.

3.6. "Termination Date": June 30, 2026.

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. City Manager 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 form 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 project name: City of Sierra Madre Policy Update – Financial Policies.
- 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**:	
o General Aggregate:	$2,000,000
o Products Comp/Op Aggregate	$2,000,000
o Personal & Advertising Injury	$1,000,000
o Each Occurrence	$1,000,000
o Fire Damage (any one fire)	$ 50,000
o Medical Expense (any 1 person)	$ 5,000
• **Workers' Compensation**: o Workers' Compensation	Statutory Limits
o EL Each Accident	$1,000,000
o EL Disease - Policy Limit	$1,000,000
o 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, Assistant City Manager, 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).

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

Authorized Signatories:

Signature: Signed by: Michael Bruckner B45E227ED62A47D...

Printed: **Michael Bruckner**

Title: City Manager

Date: 9/24/2025

232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
(626) 355-7135
mbruckner@sierramadreca.gov

CONSULTANT
Hue C. Quach

Signature: Signed by: Hue C Quach 523D2D3FB1E1458...

Printed: **Hue C. Quach**

Title: Consultant

Date: 9/24/2025

1125 Orange Ave.
Monrovia, CA 91016
(626) 678-7823
huecquach@gmail.com

Attest:

Signature: Signed by: Laura Aguilar 45E572853D3E47B...

Printed: **Laura Aguilar**

Title: City Clerk

Date: 9/24/2025

Approved as to Form:

Signature: Signed by: Aleks Giragosian 1CE7304209D64D7...

Printed: **Aleks Giragosian**
Title: City Attorney
Date: 9/24/2025

Proposal for the City of Sierra Madre

Assistance with the Development of Fiscal Policies

Hue C. Quach
September 8, 2025

September 8, 2025

Michael Bruckner
City Manager
City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Proposal – Assistance with the Development of Fiscal Policies

Mike,

Thanks for thinking of me for this important project. I appreciate this opportunity to submit a proposal to provide consultant services to assist in the development of various fiscal policies for the City of Sierra Madre.

The attached proposal offers the City my services as a seasoned municipal finance professional with over 30+ years of experience, culminating as the Administrative Services Director for the City of Arcadia.

My extensive background, which includes hands-on experience as an Accountant, provides a rare, bottom-up mastery to manage the integrated functions of Finance, Human Resources, and Information Technology. By applying this comprehensive insight, I have successfully implemented robust policies that strengthened internal controls, ensured sound financial management, and advanced prudent financial stewardship throughout the city.

The comprehensive insight gained from this 30-plus-year career in municipal finance provides direct assurance that all departmental work will be executed correctly and in accordance with generally accepted municipal accounting principles.

Please contact me at (626) 678-7823 or huecquach@gmail.com with any questions.

Sincerely,

Hue C. Quach
Consultant
Sole Proprietorship

WORK PERFORMED

I have reviewed the City of Sierra Madre's list of functions below and will properly perform or coordinate the work to be performed during the agreed-upon scheduled hours. While changing priorities may impact the timeline, all work will be ensured to be completed efficiently and to professional municipal accounting standards.

Consulting Services for the Development of Fiscal Policies:

The following list outlines the priority level for each policy, as determined by the City.

I. **High Priority**

1. **Cash Management Policy:**
   - No formal policy currently exists.
   - Essential to establish procedures covering:
     - Handling of cash, deposits, wire transfers, and credit card receipts.
     - Segregation of duties, reconciliation standards, and internal controls.
2. **Credit Card Usage:**
   - The existing policy is outdated and incomplete.
   - Must define:
     - Issuance, use, and approval authority.
     - Spending limits, prohibited uses, and accountability measures.
     - Documentation and audit requirements.
3. **Budget Administration:**
   - Guidance is fragmented.
   - Needs clear rules for:
     - Transfers, carryovers, and capital project funds.
     - Definition of a balanced budget.
     - Budget amendment and approval processes.
4. **Budget Reserves:**
   - The current policy is limited in scope (e.g., Enterprise Funds have no reserve thresholds)
   - Should provide comprehensive standards, including:
     - Target levels of reserves.
     - Allowable uses and replenishment procedures.
     - Distinction between emergencies and one-time uses.

WORK PERFORMED (Cont'd)

5. **Fund Balance (GASB 54 Compliance):**
    - No compliant policy currently exists.
    - Policy should:
        - Define all GASB 54 categories of fund balance (non-spendable, restricted, committed, assigned, and unassigned).
        - Establish procedures for committing and assigning balances.
        - Extending application to Enterprise Funds (e.g., Water and Sewer).
6. **Timekeeping:**
    - Not formally documented
    - Policy should cover:
        - Time entry standards and formats
        - Supervisory approvals and correction procedures
        - Record retention and audit protocols

II. Medium Priority

1. **Capital Assets:**
    - No formal policy exists.
    - Must establish standards for:
        - Capitalization thresholds.
        - Asset tracking and inventory.
        - Disposal and surplus procedures.
2. **Travel & Expense Reimbursement:**
    - Current Policy dates to 2006.
    - Need updates for:
        - IRS/GSA per diem and mileage rates.
        - Rideshare, lodging, and modern travel methods.
        - Applicability across all employees.
        - Reimbursement rules and documentation.
3. **User Fees & Charges:**
    - Existing language is strong but needs refinement.
    - Clarifications should address:
        - Cost recovery targets
        - Frequency of updates
        - CPI or other inflation-based adjustments.

WORK PERFORMED (Cont'd)

III. Low Priority

1. **Accounting & Financial Reporting:**
    - Content is generally adequate.
    - Should be relocated into a stand-alone policy for clarity and continuity.

2. **Accounts Receivable & Collections:**
    - No formal policy currently exists
    - Depending on receivable volume, it may be useful to formalize:
        - Write-off thresholds and approvals.
        - Collection procedures and escalation.

3. **Long-Term Financial Planning:**
    - Currently, only brief references exist.
    - A stand-alone policy would:
        - Institutionalize multi-year forecasting.
        - Apply to the General Fund and major funds.

SIERRA MADRE PROJECT TEAM

A retired former Finance Director is available to assist the City of Sierra Madre with its financial policies. With extensive experience in proper fiscal oversight and accountability, this professional can guide the city in developing effective internal controls and ensuring prudent financial stewardship.

Hue C. Quach

With more than three decades of experience, Hue is a highly skilled municipal finance expert who recently retired as Director of Administrative Services for the City of Arcadia. His career progression, from entry-level Accountant to Administrative Services Director, provided him with a comprehensive understanding of municipal finance operations. This breadth and depth of experience, combined with his nuanced insight into all Finance Department functions, positions him to effectively guide the City in the development of sound fiscal policies.

For a complete overview of qualifications, a resume is attached.

PROJECT COST

In consideration of the project scope, the proposed billable rate is $120 per hour. The estimated completion timeline is approximately five months, based on a 24-hour weekly schedule, with a total projected cost of $58,000. Please note that the timeframe for each task is contingent upon the scope and evolving requirements of policy development.

Invoices will be submitted bi-weekly for services rendered. Any miscellaneous costs outside the scope of work in this proposal will be invoiced separately.

- The first invoice will be submitted ten business days after the notice to proceed.
- Payments are due within 21 days of invoice submission.

HUE C. QUACH

EXPERIENCE

JULY 2024 – AUGUST 2025
CONSULTANT – FINANCE/ACCOUNTING ASSISTANCE
CITY OF SOUTH PASADENA

- Prepare investment report and staff report
- Analyze and correct trial balance errors, which include all balance sheet and income statement accounts.
- Review and post daily journal entries; Preparation of year-end closing journals and audit work.
- Work with external auditors for: PROP A/C/TDA/AQMD; Measure M, R, &W.
- Providing services as necessary due to accounting staff vacancies in the Finance Department.

JULY 2008 – DECEMBER 2023 (Retirement)
DIRECTOR OF ADMINISTRATIVE SERVICES
CITY OF ARCADIA

Strategic city executive who provides decisive leadership and oversight for all financial and internal support services. Directed the operations of multiple departments, including Finance, Purchasing, Human Resources, and Information Technology, to deliver complex and highly responsive administrative support across the city. Guided the City to budget surpluses since 2008 and added to the City's General Fund Reserve Balances from $28 Million to $70 Million in 2023.

- Strong debt management proficiencies. Earned S&P's 'AAA' rating for the City. Saved tens of millions of dollars in the issuance of $95 million Pension Obligation Bonds.
- Developed investment policy & managed investment portfolio of $120+ Million.
- Strategized long-term financial outlook and positioned the City on a sound financial footing.

FEBRUARY 2006 – JULY 2008
DIRECTOR OF FINANCE CITY OF NORWALK

Oversight of the City's financial affairs to include accounting, budgeting, investment, and debt management. Committed to quality and excellence in ensuring the financial integrity of the City.

FEBRUARY 1998 – JANUARY 2006
ASSISTANT DIRECTOR OF FINANCE CITY OF BELLFLOWER

Oversaw operational activities of the finance department, including accounting, investment, budgeting, investment, and debt financing. Effective liaison to department heads and Council to drive effectiveness and efficiency to policy-driven goals.

EDUCATION

Master of Public Administration, CSU Los Angeles

Business Administration – Finance, CSU Los Angeles

CITY OF
SIERRA MADRE

STAFF REPORT

LIBRARY SERVICES

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Leila Regan, Library Services Director

SUBJECT: **First Amendment to the Professional Services Agreement with King Office Services Extending the Contract Term and Increasing the Not to Exceed Amount to $146,045**

RECOMMENDATION

It is recommended that the City Council:

1. Approve the First Amendment to the Professional Services Agreement (PSA) with King Office Services extending the contract term through March 31, 2026 and increasing the total contract amount to $146,045; and
2. Authorize and Direct the City Manager to execute the amendment and related documents on behalf of the City.

SUMMARY

As part of the Library Meaningful Improvement Project, King Office Services coordinated the relocation of the Library from 440 W. Sierra Madre Blvd. to its temporary site at 350 W. Sierra Madre Blvd., and secured long-term storage for approximately two-thirds of the Library's collection. The relocation and storage are funded through Fund 29007 – Targeted State Grants–Library, which provides dedicated state library grant funding for library renovation, enhancement, and temporary relocation activities.

The original PSA, approved for the term November 6, 2023 through November 6, 2025, was budgeted at $134,660. To align the contract term with the grant's expiration date of March 31, 2026, and ensure continuity of storage and relocation services through project completion, the PSA requires amendment. The proposed extension adds $11,385, bringing the total not-to-exceed contract amount to $146,045 that is well within the $200,000 grant allocation.

DISCUSSION & ANALYSIS

The Library's relocation and storage services were procured under the Targeted State Grant administered by the California State Library. This grant includes funding specifically designated for storage, relocation, and the eventual return of Library materials once the renovation is complete. King Office Services successfully completed the initial move in November 2023, transferring the Library's operations and securing long-term offsite storage for the collection.

Extending the contract through March 31, 2026, will ensure service continuity until project completion and the reopening of the renovated Library facility. The total amended amount of $146,045 remains within the approved grant budget and preserves an adequate contingency to address any unforeseen needs. The existing Professional Services Agreement (PSA) with King Office Services must also be modified to reflect the extension and updated funding details.

STRATEGIC PLAN RELATIONSHIP

This action supports the City of Sierra Madre Strategic Plan 2025–2026, particularly under:

Goal 3 – Infrastructure & Growth Management, Objective 3.3 – Municipal Facilities Modernization & Resilience. By maintaining safe and accessible library operations during the renovation, this contract extension advances the City's commitment to modernize and enhance municipal facilities while ensuring fiscal responsibility and continuity of public services, consistent with the City's Mission and Vision Statements to provide exceptional public services that enhance quality of life and sustain community character.

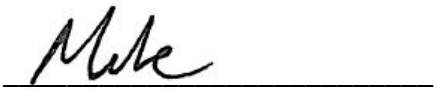
ENVIRONMENTAL ANALYSIS

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

FISCAL IMPACT

There is no impact to the General Fund as a result of the recommended action. The total amended contract amount of $146,045 will be fully funded from Fund 29007 – Targeted State Grants–Library, which provides state Library funding specifically allocated for library facility improvement and relocation projects.

Approved by:



Michael Bruckner
City Manager

Attachment(s):

1. First Amendment to the Professional Services Agreement
2. King Office Proposal

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(City of Sierra Madre / King Office Services)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and King Office Services, a business and facilities relocation company ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: **Relocate part of the Sierra Madre Public Library collection temporarily to 350 W Sierra Madre Blvd. Move and maintain remaining Library collection to an offsite storage facility through March 31, 2026. Return complete collection of Library from storage and temporary location to 440 W Sierra Madre Blvd, specific date to be determined in the year 2026.**

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 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 Leila Regan, Library Services Director for Sierra Madre Public Library. 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 one hundred forty-six thousand forty-five Dollars ($146,045.00).

3.5. "Commencement Date": November 6, 2023.

3.6. "Termination Date": March 31, 2026

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. **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. Leila Regan 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.

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 form 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: [City of Sierra Madre]
- 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: [Human Resources], 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
Leila Regan
City of Sierra Madre
Sierra Madre Public Library
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email: LRegan@sierramadreca.gov

If to Consultant

Nick Stentz
King Office Services
13535 Larwin Circle
Santa Fe Springs, CA 90670
Telephone: 800-854-3679 ext 114
Email: NStentz@kingofficeusa.com

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 here from 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" King Office Services
Signature:_____	Signature:_____
Printed:_____	Printed:_____
Title: _____	Title: _____
Date: _____	Date: _____

Attest:

Signature:_____

Printed:_____

Title: City Clerk

Date: _____

Approved as to form:

Signature:_____

Printed:_____

Title: City Attorney

Date: _____

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of Sierra Madre / King Office Services)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and King Office Services, a business and facility relocation company ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following maintenance services from a contractor: Relocate 50 percent of the Sierra Madre Public Library's collection temporarily to 350 W Sierra Madre Blvd. Move and maintain the remaining 50 percent of the Library's collection at an offsite storage facility for up to two years. Return complete collection of Library from storage and temporary location to 440 W Sierra Madre Blvd specific date to be determined in the year 2025.

2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1. "Scope of Services": Such maintenance services as are set forth in Contractor's September 21, 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 Leila Regan, City Librarian for Sierra Madre Public Library. 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 Contractor

3.3. "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is one hundred thirty-four thousand six hundred sixty dollars ($134,660).

3.4. "Commencement Date": November 6, 2023.

3.5. "Termination Date": November 6, 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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor 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, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor 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. **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.

5.7. **Appropriate Personnel.** Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. Leila Regan, City Librarian, shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.8. **Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.9. **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.

5.10. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

5.11. **Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.

5.12. **Records.** Contractor 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 Contractor 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.

6. SUBCONTRACTING AND ASSIGNMENT

6.1. **General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.

6.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. **Compensation for Subcontractors.** Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in

connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code section 1811 and Labor Code section 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776. Pursuant to Labor Code section 1776, such records must be maintained for at least three years after completion of work.

8.6. **8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code section 1810 and Labor Code section 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City $25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

8.7. **Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code section 1771 and Labor Code section 1725.5 requiring registration with the Department of Industrial Relations (DIR). Contractors shall be registered through the Department of Industrial Relation's (DIR) Public Works Program for state and local public works contracts, for maintenance work valued at more than $15,000.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Contractor 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. Contractor 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 Contractor.

10. RELATIONSHIP OF PARTIES

10.1. **General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. **No Agent Authority.** Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. **Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor 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 Contractor's alleged negligence, recklessness or willful

misconduct or other wrongful acts, errors or omissions of Contractor 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. Contractor 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. Contractor 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 Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

11.6. **Waiver of Statutory Immunity.** The obligations of Contractor under this Section are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.

11.7. **Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor'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. Contractor'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.** Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. 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 Contractor's obligation to provide them. Contractor 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: Sierra Madre Public Library Temporary Relocation & Storage
- 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.

13. 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

13.1. **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.

13.2. **Worker's Compensation Insurance.** Contractor 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 Contractor 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.

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

13.4. **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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

13.5. **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, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors 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 Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

13.6. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor 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 Contractor under this Agreement. Failure of the Contractor 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.

13.7. **Insurance Notices.** Contractor 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. Contractor shall provide no less than 30 days' notice of any cancellation or material

change to policies required by this Agreement. Contractor 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: Arnulfo Yanez, Public Works, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.

13.8. **Contractor's Insurance Primary.** The insurance provided by Contractor, 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 Contractor's insurance and shall not contribute with it.

13.9. **Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

13.10. **Report of Claims to City.** Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

13.11. **Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor 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. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

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

14. MUTUAL COOPERATION

14.1. **City Cooperation in Performance.** City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

14.2. **Contractor Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Contractor's performance in connection with this

Agreement, Contractor shall render any reasonable assistance that City may require in the defense of that claim or action.

15. 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, electronic mail or overnight courier service during Contractor'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
Leila Regan
City of Sierra Madre
Sierra Madre Public Library
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email: LRegan@cityofsierramadre.com

If to Consultant
Nick Stentz
King Office Service
13535 Larwin Circle
Santa Fe Springs, CA 90670
Telephone: 800-854-3679 ext 114
Email: NStentz@kingofficeusa.com

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 12.12 (Waiver of Subrogation), paragraph 13.2 (Contractor 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.

17. TERMINATION

17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor 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.

17.2. **Contractor Termination.** Contractor may terminate this Agreement for a material breach by the City of this Agreement upon 30 days' notice.

17.3. **Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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.

17.4. **Remedies.** City retains any and all available legal and equitable remedies for Contractor's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.2. **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 express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor 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 Contractor.

18.3. **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.

18.4. **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).

18.5. **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.

18.6. **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.

19. GENERAL PROVISIONS

19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor 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.

19.2. **Conflicts of Interest.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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.

19.3. **Non-assignment.** Contractor 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 Contractor.

19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

19.5. **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.

19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

19.7. **Non-Discrimination.** Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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.

19.9. **Excused Failure to Perform.** Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

19.10. **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.

19.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

19.12. **Venue.** The venue for any litigation shall be the Superior Court Los Angeles County, California and Contractor hereby consents to sole jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

19.13. **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" King Office Service
Authorized Signatories:	
Signature: _____	Signature: Nick Stentz
Printed: JOSE REYNOSO	Printed: Nick Stentz
Title: CITY MANAGER	Title: Project Manager
Date: 11/22/2023	Date: 10/31/23

Attest:

Signature: Laura Aguilar
Printed: LAURA AGUILAR
Title: City Clerk
Date: 11/27/2023

Approved as to Form:

Signature: _____
Printed: ALEKS GIRAGOSIAN
Title: City Attorney
Date: 11/22/2023

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date: 10/31/23

Nick Stentz
Signature

Nick Stentz
Printed Name

Project Manager
Title

CITY OF
SIERRA MADRE

STAFF REPORT

FINANCE

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Anthony Rainey, Director of Finance
By: Selena Yang, Senior Accountant

SUBJECT: **Quarterly Treasurer's Report – Quarter Ending September 30, 2025**

RECOMMENDATION

It is recommended that the City Council receive and file the Treasurer's Report for the cash and investment portfolio for quarter ended September 30, 2025.

SUMMARY

The City of Sierra Madre's Treasurer's Report provides a comprehensive accounting of all City-held cash and investments as of the end of each fiscal quarter, in accordance with California Government Code Section 53646.

This first-quarter report for Fiscal Year 2025/26 (covering July 1 through September 30, 2025) presents the City's financial position across all funds, summarizes investment performance, and affirms compliance with the City's Investment Policy and all applicable state laws governing the safety, liquidity, and yield of public funds.

As of September 30, 2025, the City's total cash and investment portfolio totaled $44,107,285.67.

DISCUSSION & ANALYSIS

To provide clear context and transparency for readers, the Treasurer's Report is organized into three main sections. Each section focuses on a distinct aspect of the City's financial management and investment compliance.

1. *Cash and Investment Portfolio Summary (Attachment A, Page 1)*

This section presents a consolidated summary of the City's total cash and investment holdings as of September 30, 2025. It includes all bank accounts, investment pools, and securities held by the City. Key highlights:

- Total City Cash: $3,505,152.79
- Total City Investments: $40,602,132.88
- Total Portfolio: $44,107,285.67

The City's investment portfolio is primarily composed of the Local Agency Investment Fund (LAIF), which is administered by the State of California Treasurer's Office. LAIF represents approximately 91.69% of the total portfolio, with a market value of $37,370,125.55 and an average yield of 4.21% for the quarter. The City also holds a smaller investment portfolio through BMO Capital Markets, valued at $3,309,977.44, consisting mainly of U.S. Treasury securities with laddered maturities to balance liquidity and return.

Operating cash is maintained in BMO demand deposit accounts to meet short-term obligations such as payroll, vendor payments, and emergency contingencies.

2. *Cash Balances by Fund (Attachment B, Pages 2–3)*

This section provides a detailed accounting of the City's cash activity within each fund, showing the beginning balance, receipts, disbursements, and ending balance for the quarter. Highlights include:

- **General Fund:** Began with $13,740,489.53 and ended with $11,861,602.29, reflecting regular operational disbursements and timing differences in revenue collection.
- **Water Fund:** Increased from $11,500,544.03 to $12,849,323.12, due to steady service charges and the deferral of some capital projects.
- **Sewer Fund:** Increased slightly from $2,671,079.23 to $2,683,447.69, maintaining operational stability.
- **Internal Service Funds:** Decreased primarily due to scheduled capital and technology improvements in City facilities and infrastructure.

This section serves as a transparent financial snapshot of each fund's liquidity position and supports the City's accounting under Governmental Accounting Standards Board (GASB) requirements.

3. *Bank Reconciliation and Investment Statements (Attachment C, Pages 4–9)*

This section contains the detailed documentation that verifies the balances reported in the Treasurer's Report. It includes:

- BMO Bank Reconciliation confirming that the City's general ledger balance of $3,505,152.79 reconciles with the bank's statement after accounting for deposits in transit and outstanding checks.
- Local Agency Investment Fund (LAIF) statements for July through September 2025, confirming an ending balance of $37,298,155.74.

- Market Valuation Reports for the City's investments held through BMO Capital Markets, demonstrating that all assets are held in safekeeping and are in compliance with the City's Statement of Investment Policy.

Category	June 30, 2025	Sept.30, 2025	Change	% of Total (Q1 FY 2025/26)
City Cash	$3,979,982.61	$3,505,152.79	-$474,829.82	7.95%
City Investments	$44,839,852.78	$40,602,132.88	($4,237,719.90)	92.05%
Total Portfolio	**$48,819,835.39**	**$44,107,285.67**	**-9.6%**	**100%**

Liquidity and Yield

The City's portfolio remains well positioned for both liquidity and safety, with average yields consistent with market rates for public funds. The Weighted Average Maturity (WAM) of the investment portfolio ensures ongoing liquidity and compliance with policy limits, enabling the City to meet all expenditure requirements over the next six months.

In accordance with California Government Code Section 53646, the City Treasurer hereby certifies that:

- The City of Sierra Madre has sufficient investment liquidity and anticipated revenues to meet expenditure requirements for at least the next six months.
- All investments comply with the City's Statement of Investment Policy and all applicable state laws governing local agency investments.

This certification appears on the signed Treasurer's Report attached to this staff report.

STRATEGIC PLAN RELATIONSHIP

Strategy OS 2.2 – Develop and Maintain Long-Term Financial Planning

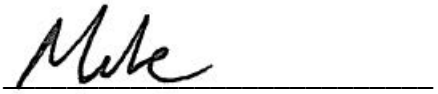
ENVIRONMENTAL ANALYSIS

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

FISCAL IMPACT

There is no impact to the General Fund as a result of the recommended action.

Approved by:



Michael Bruckner
City Manager

Attachment(s):

1. Treasurer's Report – Quarter Ending September 30, 2025 (signed)

CITY OF SIERRA MADRE
TREASURER'S REPORT
CASH AND INVESTMENT PORTFOLIO
Jul-Sep 2025

CITY CASH

ACCOUNT	INSTITUTION	BALANCE	RATE
ALL	BMO	$ 3,505,152.79	0.000%
	TOTAL	$ 3,505,152.79	

ACCOUNT NAME	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	CHANGES RATE
General Account	BMO	3,979,982.61	11,071,941.56	(11,546,771.38)	3,505,152.79	-11.93%
	TOTAL	$ 3,979,982.61	$ 11,071,941.56	$ (11,546,771.38)	$ 3,505,152.79	

CITY INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	STATED RATE
LOCAL AGENCY INVESTMENT FUND	$ 37,298,155.74	$ 37,298,155.74	$ 37,370,125.55	91.69%	4.212%
BMO Capital Markets	$ 3,303,977.14	$ 3,415,000.00	$ 3,389,019.55	8.31%	See Attached
TOTAL	$ 40,602,132.88	$ 40,713,155.74	$ 40,759,145.10	100.00%	

ISSUER	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	CHANGES RATE
LOCAL AGENCY INVESTMENT FUND	$ 41,054,970.18	$ 443,185.56	(4,200,000.00)	$ 37,298,155.74	-9.15%
BMO Capital Markets	$ 3,784,882.60	$ 0.00	(480,905.46)	$ 3,303,977.14	-12.71%
TOTAL	$ 44,839,852.78	$ 443,185.56	$ (4,680,905.46)	$ 40,602,132.88	

CITY - TOTAL CASH AND INVESTMENT $ 44,107,285.67

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 11-10-25

Sue Spears, City Treasurer — Date

City of Sierra Madre
Treasurer's Report
Cash Balances by Fund
For the Quarter Ended September 30,2025

Fund No.	Fund	Balance 7/1/2025	Receipts	Disbursements	Balance 9/30/2025
10000	General	13,740,489.53	3,401,951.56	5,280,838.80	11,861,602.29
25001	Homeland Security Fund	-	-	45,162.58	(45,162.58)
26002	Misc Grants	89,601.22	877.30	-	90,478.52
29007	Targeted State Grants-Library	6,671,481.79	158,168.01	2,168,340.25	4,661,309.55
32XXX	Assessment Districts	1,329,970.13	13,755.87	33,463.98	1,310,262.02
34002	Development Impact Fees	1,095,347.61	10,655.87	16,822.76	1,089,180.72
34003	Art In Public Places	27,998.10	274.67	-	28,272.77
35001	DUI Enforcement Grant	1,294.03	12.69	-	1,306.72
35003	Police Donations	50,657.91	496.96	-	51,154.87
35004	PSAF	188,504.90	44,501.91	9,079.06	223,927.75
35005	State COPS Grant	4,260.79	8,675.45	52,376.15	(39,439.91)
35008	Officer Wellness and Mental Health	16,290.05	159.81	-	16,449.86
36002	Fire Department Donations	32,094.57	309.37	4,296.56	28,107.38
37001	Community Arts Commission	6,379.92	62.59	-	6,442.51
37003	Recreation Donations	9,724.82	89.69	1,071.67	8,742.84
37004	Prop A	1,106,479.64	85,823.64	2,827.00	1,189,476.28
37005	Open Space Fund	254,806.21	14,954.17	-	269,760.38
37006	Senior Center	223,584.87	2,534.27	2,830.71	223,288.43
37007	SM Community Foundation	57,230.98	561.45	-	57,792.43
37008	Youth Activity Center	69,128.34	678.16	-	69,806.50
37009	Prop C	257,647.85	64,454.65	3,200.00	318,902.50
37010	County Prop A Park Dev	-	-	330.08	(330.08)
38001	CA Beverage Container	8,509.57	83.48		8,593.05
38002	CDBG	(36,813.58)	64,634.20	93,731.07	(65,910.45)
38003	AQMD	41,792.78	4,218.13		46,010.91
38004	Environmental Fund	345,319.97	80,080.71	50,113.63	375,287.05
38005	Gas Tax	286,156.35	85,676.65	69,679.48	302,153.52
38007	Measure R	196,689.86	48,357.55	-	245,047.41
38012	Measure M	508,541.35	57,235.76	54,004.30	511,772.81
38013	RMRA	366,424.60	57,636.90	-	424,061.50
38015	Measure W	58,979.93	307,847.82	263,199.56	103,628.19
39002	Library Gift & Memorial	248,136.58	9,958.91	4,623.62	253,471.87
39006	Friends of the Library	(13,548.81)	21,150.04	25,028.15	(17,426.92)
39009	Robert Day Trust	744,509.27	7,549.03	-	752,058.30
39010	American Rescue Plan Act	275,213.29	2,699.89	-	277,913.18
40000	Capital Projects Fund	379,190.68	1,767.00	98,461.60	282,496.08
47000	Low & Mod Housing	361,843.31	3,549.75	-	365,393.06
50001	Debt Service	13,337.63	-	-	13,337.63
60000	Internal Svcs - Fleet	904,202.27	10,965.65	93,849.55	821,318.37
60001	Internal Svcs - Facilities	1,131,648.27	10,422.37	248,292.72	893,777.92
60002	Internal Svcs - Admin	947,947.42	10,373.37	250,993.24	707,327.55
60003	Internal Svcs - Technology	862,612.09	14,110.39	468,491.25	408,231.23
60007	IS-Personnel & Risk Mgmt	1,516,564.68	1,981,903.19	3,323,634.13	174,833.74
60008	General Plan Update	186,107.06	1,825.75	-	187,932.81
71000	Water	11,500,544.03	2,389,782.83	1,041,003.74	12,849,323.12
72000	Sewer	2,671,079.23	382,817.92	370,449.46	2,683,447.69
76000	Special Services Strike team	81,874.30	-	-	81,874.30
	TOTALS	**48,819,835.39**	**9,363,645.38**	**14,076,195.10**	**44,107,285.67**

City of Sierra Madre
Bank Reconciliation
General Account- BMO
Period Ending 9/30/25

General Ledger Beginning Balance	$	3,350,681.63
+Deposits		3,797,823.22
-Withdrawals/Debits/Checks		(3,643,352.06)
General Ledger Ending Balance:	**$**	**3,505,152.79**
Bank Statement Ending Balance:	$	4,099,036.76
+Deposits in Transit		42,230.27
-Outstanding Checks/Withdrawals		(636,114.24)
General Ledger Ending Balance:	**$**	**3,505,152.79**

-

As of June 30, 2025

Investment	Purchase	Maturity	Amount	Annual Interest Rate	Annual Interest Income
LAIF (Estimate)	Various	Any time	$ 41,054,970	4.269%	$ 1,752,637
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			**$ 44,969,970**		**$ 1,875,041**

Investment Maturity Illustration

	Annual Maturities
2025	42,869,970
2026	2,100,000
Total	$ 44,969,970

State of California
Pooled Money Investment Account
Market Valuation as of 09/30/2025

Fiscal Year	**25-26**
Cost	37,298,155.74
FMV Factor	1.001929581
FMV	**37,370,125.55**
FMV Appr	71,969.81
99999-00000-12001-LAIF	37,298,155.74
10000-00000-12006-Allow for FMV LAIF	71,969.81
TOTAL	37,370,125.55
CHECK	-

California State Treasurer
Fiona Ma, CPA

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

August 04, 2025

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

July 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/15/2025	7/14/2025	QRD	1779856	N/A	SYSTEM	443,185.56
7/15/2025	7/15/2025	RW	1780289	1740882	SELENA YANG	-3,000,000.00

Account Summary

Total Deposit:	443,185.56	Beginning Balance:	41,054,970.18
Total Withdrawal:	-3,000,000.00	Ending Balance:	38,498,155.74

California State Treasurer
Fiona Ma, CPA

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

September 02, 2025

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

August 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	38,498,155.74
Total Withdrawal:	0.00	Ending Balance:	38,498,155.74

California State Treasurer
Fiona Ma, CPA

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

November 04, 2025

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

September 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
9/23/2025	9/22/2025	RW	1782780	1743385	SELENA YANG	-1,200,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	38,498,155.74
Total Withdrawal:	-1,200,000.00	Ending Balance:	37,298,155.74

BMO

Statement of Securities Held

As of close of business September 30, 2025

Securities Safekeeping

Account	1053048172	CITY OF SIERRA MADRE

Account **1053048172** **CITY OF SIERRA MADRE**

Holdings - Available Positions

Asset Type US Treasury Bills

CUSIP / ISIN	Security Description	Holding Location	Current Face Value	Market Value ($)	Par Value ($/unit)
912797MS3	UNITED STATES OF AMERICA TREASURY BILLS M 10/02/25 D 10/03/24	FRB		499,940.00	500,000.00
912797NL7	UNITED STATES OF AMERICA TREASURY BILLS M 11/28/25 D 11/29/24	FRB		362,653.05	365,000.00
		US Treasury Bills Totals		**862,593.05**	**865,000.00**

Asset Type US Treasury Bonds

CUSIP / ISIN	Security Description	Holding Location	Current Face Value	Market Value ($)	Par Value ($/unit)
91282CCJ8	UNITED STATES OF AMERICA US TREASURY BONDS M 06/30/26 0.875% D 06/30/21	FRB		1,076,724.00	1,100,000.00
91282CJL6	UNITED STATES OF AMERICA US TREASURY BONDS M 11/30/25 4.875% D 11/30/23	FRB		450,562.50	450,000.00
91282CLH2	UNITED STATES OF AMERICA US TREASURY BONDS M 08/31/26 3.750% D 08/31/24	FRB		500,100.00	500,000.00
91282CLP4	UNITED STATES OF AMERICA US TREASURY BONDS M 09/30/26 3.500% D 09/30/24	FRB		499,040.00	500,000.00
		US Treasury Bonds Totals		**2,526,426.50**	**2,550,000.00**
		Holdings - Available Positions Totals		**3,389,019.55**	**3,415,000.00**

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

CITY OF
SIERRA MADRE

STAFF REPORT

POLICE DEPARTMENT

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Gustavo Barrientos, Chief of Police
By: Veronica Saucedo, Acting Captain

SUBJECT: **Resolution No. 25-62 Accepting a $30,000 Grant From State of California Department of Alcoholic Beverage Control and Amending the Fiscal Year 2025/26 Police Department Budget**

RECOMMENDATION

It is recommended that the City Council:

1. Adopt Resolution No. 25-62 accepting $30,000 in grant funds from the State of California Department of Alcoholic Beverage Control (ABC), Office of Traffic Safety (OTS) Grant Assistance Program;
2. Appropriate these funds to the Fiscal Year 2025/26 Police Department operating budget in Fund 35001 – DUI Enforcement Grant; and
3. Authorize and direct the City Manager, or their designee, to execute all related grant documents.

SUMMARY

Participation in the ABC OTS Grant Program strengthens the Sierra Madre Police Department's ability to prevent alcohol-related incidents and maintain public safety. Grant funding will cover personnel overtime, enforcement operations, and specialized training, ensuring a strategic, data-driven approach to alcohol compliance and education.

Key Grant Components

- **Targeted enforcement:** Conducting compliance checks, decoy operations, and saturation patrols to deter illegal alcohol sales and consumption.
- **Community collaboration:** Working with ABC agents, the City Attorney's Office, and the Code Enforcement Division to coordinate enforcement activities and ensure consistent application of state and local laws.

- **Public education:** Issuing press releases at the launch and completion of operations to inform residents and businesses about enforcement efforts, reinforcing voluntary compliance and community awareness.
- **Data and accountability:** Submitting required operational reports to ABC to document outcomes and ensure program transparency.

DISCUSSION & ANALYSIS

Participation in the ABC Office of Traffic Safety (OTS) Grant Program provides the Sierra Madre Police Department (SMPD) with targeted resources to enhance its alcohol-related enforcement and prevention efforts. Alcohol consumption continues to be a contributing factor in a variety of public safety challenges, including impaired driving, underage drinking, and disturbances related to over-service. By leveraging state grant funding, SMPD can expand its capacity to address these issues without impacting the City's General Fund.

The grant will fund personnel overtime, enforcement operations, and specialized training, allowing officers to conduct focused compliance checks, DUI saturation patrols, and community education initiatives. These activities are designed to reduce alcohol-related incidents through proactive, data-driven strategies. Additionally, participation in the program reinforces interagency coordination and aligns Sierra Madre's enforcement efforts with regional and state-level public safety priorities.

Beyond enforcement, the program supports a broader community education and prevention component, helping local businesses comply with alcohol laws and promoting responsible beverage service. This balanced approach—combining enforcement with outreach—strengthens public trust and enhances the Department's role in maintaining a safe, well-informed community.

In summary, participation in the ABC OTS Grant Program enhances operational readiness, provides critical funding support, and advances the Department's mission to safeguard public safety through evidence-based enforcement and community engagement.

STRATEGIC PLAN RELATIONSHIP

None.

ENVIRONMENTAL ANALYSIS

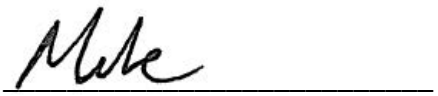
The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

FISCAL IMPACT

There is no impact to the General Fund as a result of the recommended action. The City of Sierra Madre will appropriate the total grant award of $30,000 to Fund 35001 – DUI Enforcement Grant.

Reimbursement will be received from the State of California Department of Alcoholic Beverage Control upon submission of required documentation and performance reports.

Approved by:



Michael Bruckner
City Manager

Attachment(s):

1. Resolution No. 25-62
2. OTS Grant Award Letter

RESOLUTION NO. 25-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, ACCEPTING $30,000 IN GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT ASSISTANCE PROGRAM, APPROVING THE GRANT BUDGET, APPROPRIATING SAID FUNDS TO THE POLICE DEPARTMENT, AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ALL RELATED GRANT DOCUMENTS

RECITALS

WHEREAS The City of Sierra Madre will accept grant funding from the State of California Department of Alcoholic Beverage Control (ABC) through the Office of Traffic Safety (OTS) Grant Program to support local law enforcement efforts to reduce alcohol-related crime, promote compliance among licensees, and enhance public safety; and

WHEREAS the State of California Department of ABC provides grant funding through the OTS Grant Program to support local law enforcement efforts to reduce alcohol-related crime, promote compliance among licensees, and enhance public safety; and

WHEREAS, since 1995, the ABC Grant Program has provided funding to law enforcement agencies to develop comprehensive and strategic approaches to addressing alcohol-related issues associated with licensed establishments; and

WHEREAS, the Sierra Madre Police Department (SMPD) has been awarded $30,000 in grant funds from the ABC-OTS Grant Program for Fiscal Year 2025–2026; and

WHEREAS, the grant funds will be used to support overtime operations including IMPACT inspections, “Shoulder Tap” and “Minor Decoy” operations, general undercover enforcement targeting problematic ABC-licensed establishments and events, and the training of patrol officers in ABC-related laws and enforcement practices; and

WHEREAS, the program will enhance the department’s ability to proactively prevent and address alcohol-related offenses, increase compliance, and improve community safety; and

WHEREAS the grant funds do not require matching contributions from the City of Sierra Madre and will be reimbursed by the State of California upon submission of appropriate documentation; and

WHEREAS acceptance of these funds serves the public interest by strengthening law enforcement's ability to promote a safe and responsible environment within the community.

WHEREAS, the City Manager has certified that there are sufficient funds available in the appropriate fund to support the appropriation, and that acceptance of the grant funds will not adversely affect the City's financial position.

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

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

SECTION 2. Appropriation. The City of Sierra Madre appropriates Thirty Thousand Dollars ($30,000) to the Sierra Madre Police Department ABC Grant Fund to support enforcement and prevention efforts targeting underage drinking, alcohol-related disturbances, and other violations involving licensed premises. The California Department of Alcoholic Beverage Control reimburses the City upon submission of required reports and documentation.

SECTION 3. CEQA. The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on 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 18th day of November 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 _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Laura Aguilar, City Clerk

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500

September 26, 2025

Chief Gustavo Barrientos
Sierra Madre Police Department
242 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Re: ABC-OTS Grant Program

Dear Chief Barrientos:

Congratulations. Your agency has been selected to participate in the Department of Alcoholic Beverage Control's ABC-OTS Grant Program. Funding for this project is provided by the Office of Traffic Safety through the National Highway Traffic Safety Administration.

We anticipate operations to begin upon completion of the one-day mandatory training class for your operations officer. Fiscal Officers will be contacted by our Fiscal Coordinator; Kristine Okino for training how to submit claims for reimbursement.

Since the grant starts October 1, 2025, you can make pre-paid travel arrangements on or after that date for your operations officer to attend the training. Pre-paid travel purchased prior to October 1st will not be reimbursed. The information regarding the date, location and authorized per diem rates are enclosed.

To expedite the issuance of your contract, please review and complete the enclosed ABC-OTS Grant Program Information Sheet. In addition, we will also need a resolution from your agency's governing body. Since these resolutions must be put on calendar, we ask that you do so as soon as possible. For your convenience attached is a sample resolution format.

Please mail, or email the Grant Information Sheet to our Grant Coordinator; Diana Fouts-Guter, at 3927 Lennane Drive, Suite 100, Sacramento, CA 95834, or at Diana.fouts-guter@abc.ca.gov.

If you have questions, please contact Grant Supervisor Daniel Sumida via email at daniel.sumida@abc.ca.gov.

We appreciate your prompt response and look forward to working with your agency.

Sincerely,

Paul Tupy
Director

Enclosures

CITY OF
SIERRA MADRE

STAFF REPORT

FINANCE

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Anthony Rainey, Director of Finance

SUBJECT: **Resolution No. 25-67 Approval of Warrants for Payment**

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 25-67 and approve payment for the following:

1. **Outstanding Obligated City Warrants:** $672,504.79
2. **Outstanding Obligated Sierra Madre Library Warrants:** $15,779.45
3. **Payroll Transfer:** $1,180,965.26

SUMMARY

The City Council is requested to ratify warrants and approve checks issued for payment, as certified by the Director of Finance. These payments have been reviewed for compliance with the City's approved budget, financial policies, and authorized spending limits. Ratification by the City Council formally authorizes the disbursement of public funds, ensuring transparency, accountability, and adherence to sound fiscal management practices.

DISCUSSION & ANALYSIS

The Warrant Register provides an aggregated breakdown of the warrants, including descriptions (e.g. categories of payments), amounts, and corresponding fiscal year allocations. Note that the last page serves as a reference document to support the warrant approvals requested in this report, ensuring transparency and accountability in financial transactions. The attachment includes details on general warrants, utility bills, library warrants, and payroll transfers.

The Check Approval Register provides a comprehensive record of financial disbursements by the City of Sierra Madre, detailing payment transactions, vendor information, and check dates to ensure transparency and accountability. Additionally, the Payroll Summary Register outlines payroll disbursements, including total earnings, employer expenses, and overall payroll costs for

each pay period. The total payroll expenditure for the most recent pay period (PR #22) for Date 10/23/25 & (PR #23) for Date 11/6/25:

- Total Earnings (Salaries) @ $436,505.64 plus Employer Benefits @ $155,907.09 = Total @ $592,412.73,
- Total Earnings (Salaries) @ $432,125.55 plus Employer Benefits $156.426.98 = Total @ $588,552.53,

This aligns with the payroll transfer amount listed in the attachment. These records collectively support the accuracy and legitimacy of the financial transactions presented for approval.

STRATEGIC PLAN RELATIONSHIP

None.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

FISCAL IMPACT

There is no impact to the General Fund as a result of the recommended action.

Approved by:

Michael Bruckner
City Manager

Attachment(s):

1. Resolution No. 25-67

RESOLUTION NUMBER 25-67

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 $672,504.79; Sierra Madre Library Warrants in the aggregate amount of $15,779.45; and Payroll Transfer in the aggregate amount of $1,180,965.26 for the fiscal year ending June 30, 2026.

APPROVED AND ADOPTED this 18th day of November 2025.

_____
Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 25-67 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 18th day of November 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 November 18, 2025

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants …..……..……..……..……..……..$672,504.79

Sierra Madre Library Warrants……...…..……..……...……..……....….$15,779.45

Payroll Transfer……..….....……..…….$1,180,965.26

Warrant Register Post Date 11/18/25 **Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY25/26	General Warrants	$445,659.06	1-4
FY25/26	General Manual Warrant	$78,357.40	5-11
FY25/26	General Manual Utility Bills	$148,488.33	12-13
	Total	$672,504.79	

FY25/26	Library Warrant	$14,026.83	14-15
FY25/26	Library Manual Warrant	$1,752.62	16-17
	Total	$15,779.45	

Pay Date:			
10/23/2025	Payroll #22	$592,412.73	
11/6/2025	Payroll #23	$588,552.53	
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
	Total	$1,180,965.26	

Packet: APPKT08386 - GEN 11/18/25
Vendor Set: 01 - Vendor Set 01

Check Date: 11/12/2025

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN04257	ACCELA INC				**40,491.83**
APBWEST	Check	INV-ACC62177	Multi Users Subcription/Online BP/BL Platform/Y2	10000.83500.56009	40,491.83
VEN03814	AIR SOURCE INDUSTRIES				**235.65**
APBWEST	Check	00965524	OXYGEN	10000.64000.53300	144.00
		00966977	OXYGEN	10000.64000.53300	91.65
0433	ALLSTAR FIRE EQUIPMENT, INC.				**425.43**
APBWEST	Check	266707	FY 25/26 Suppression and EMS Safety Equipmen	10000.61000.53300	425.43
VEN04080	ALTAF L ALI MD INC				**500.00**
APBWEST	Check	AALI 286	PRE-EMPLOYMENT TEST	60007.70101.52100	500.00
VEN03454	AMAZON CAPITAL SERVICES				**5,745.44**
APBWEST	Check	13G7-WFK1-MM31	MISC SUPPLIES 9/29/25 - 10/12/25	60003.30000.53103	241.68
		167Q-NM3G-J6N7	MISC SUPPLIES 9/29/25 - 10/12/25	10000.61000.52302	901.83
				10000.61000.53999	269.13
		17WP-76X9-W4J3	MISC SUPPLIES 9/1/25 - 9/14/25	60003.30000.53103	33.79
		19W4-CDTR-446C	MISC SUPPLIES 8/4/25 - 8/17/25	60003.30000.53103	19.88
		1FHH-LQWX-N973	MISC SUPPLIES 9/29/25 - 10/12/25	60003.30000.53103	1,408.22
		1GGY-7XJ1-XDYN	MISC SUPPLIES 9/1/25 - 9/14/25	60003.30000.53103	1,805.55
		1KQY-TR7P-VRPW	MISC SUPPLIES 10/13/25 - 10/26/25	60003.30000.53103	244.26
		1LNH-MKGY-YXDW	MISC SUPPLIES 10/13/25 - 10/26/25	10000.61000.53100	161.33
		1P3X-XCWT-PY63	MISC SUPPLIES 9/29/25 - 10/12/25	71000.81100.53100	7.17
		1PKD-WW4N-31MC	MISC SUPPLIES 10/13/25 - 10/26/25	71000.81100.53100	61.08
		1QCC-4YR6-M4MC	MISC SUPPLIES 9/29/25 - 10/12/25	71000.81100.53100	10.44
		1RKV-VQT7-NWH7	MISC SUPPLIES 9/29/25 - 10/12/25	71000.81100.53100	49.68
		1V3P-LX4Y-MQ3C	MISC SUPPLIES 9/29/25 - 10/12/25	10000.61000.53999	41.20
		1V4T-LCQC-46PJ	MISC SUPPLIES 9/15/25 - 9/28/25	10000.70000.53999	490.20
VEN04248	AMY HSU				**19.95**
APBWEST	Check	INV042558	REIMB: 911 REMEMBERANCE - FOOD	10000.61000.53999	19.95
VEN04316	ANGRY CHEF KITCHEN REPAIR				**3,379.90**
APBWEST	Check	21889	NEW REFRIGERATOR - HART PARK HOUSE	60001.83200.56010	3,379.90
0859	AQUA METRIC				**2,015.32**
APBWEST	Check	INV0110255	WATER METER PURCHASE	71000.81100.56011	2,015.32
1662	ARNOLD'S FRONTIER HARDWARE - CS				**6.60**
APBWEST	Check	117382	MISC. SUPPLIES	10000.70000.53999	6.60
1552	ARNOLD'S FRONTIER HARDWARE - Fire				**106.99**
APBWEST	Check	115834	MISC. SUPPLIES	10000.61000.53204	33.14
		115860	MISC. SUPPLIES	10000.61000.53204	47.36
		117452	MISC. SUPPLIES	10000.61000.53204	15.46
		117510	MISC. SUPPLIES	10000.61000.53204	4.41
		117534	MISC. SUPPLIES	10000.61000.53204	6.62
1553	ARNOLD'S FRONTIER HARDWARE - Police				**33.13**
APBWEST	Check	117353	MISC. SUPPLIES	10000.50000.53204	33.13
0122	ARNOLD'S FRONTIER HARDWARE - PW				**68.70**
APBWEST	Check	117280	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	13.24
		117298	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	17.66
		117359	FY 25/26 PARK MAINTENANCE SUPPLIES	10000.83300.53001	32.13
		117373	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	5.67
1200	BLUE DIAMOND MATERIALS				**418.15**
APBWEST	Check	4379333	MAINT. SUPPLIES	71000.81100.53206	418.15
VEN04557	CALIFORNIA CONSULTING INC				**6,529.00**
APBWEST	Check	7375	GRANT CONSULTING SERVICES 8/19/25 - 8/31/2	10000.32000.52200	1,929.00
		7376	GRANT CONSULTING SERVICES 9/1/25 - 9/30/25	10000.32000.52200	4,600.00
VEN03121	CALRECYCLE				**5,000.00**
APBWEST	Check	0000001639188	REPAYMENT OF UNSPENT FUNDS CCP-22-275	38001.83100.53999	5,000.00
1727	CHRIS CIMINO				**714.40**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
APBWEST	Check	DEC2025	DEC 2025 RETIREE HEALTH INSURANCE	60007.70100.51302	714.40	
VEN04143	CHRISTOPHER ADAMS					75.60
APBWEST	Check	INV042562	TRAVE REIMB: PERISHABLE SKILLS TRAINING	10000.50000.52005	75.60	
VEN04554	CHRISTOPHER WILLIAMS					246.56
APBWEST	Check	INV042560	EMS REFUND RE: 25049233	10000.64000.47029	246.56	
VEN03855	CITIG INC					40,938.05
APBWEST	Check	38967	REMOTE SUPPORT	60003.30000.52100	698.75	
		39632	REMOTE SUPPORT	60003.30000.52100	6,133.75	
		39924	REMOTE SUPPORT	60003.30000.52100	1,363.75	
		40076	OFFICE 365 LICENSING AND IMPLEMENTATION	60003.30000.52100	13,425.00	
		40077	OFFICE 365 LICENSING AND IMPLEMENTATION	60003.30000.53503	19,316.80	
0326	CITY OF PASADENA					4,026.51
APBWEST	Check	30027202	ENERGY & MAINTENANCE OF SIGNALS AND SAF	10000.83500.52001	4,026.51	
1121	COLANTUONO, HIGHSMITH & WHATLEY, PC					28,947.00
APBWEST	Check	67807	OCT 2025 LEGAL SRVCS-RETAINER: GENERAL AD	10000.21000.52201	8,820.00	
				71000.81100.52201	1,890.00	
				72000.32000.52201	1,890.00	
		67809	OCT 2025 LEGAL SRVCS: LABOR/EMPLOYMENT	60007.70100.52201	5,777.00	
		67810	OCT 2025 LEGAL SRVCS: SPECIAL COUNSEL	10000.40000.52201	6,810.50	
		67811	OCT 2025 LEGAL SRVCS: ASSESSMENT & PROP 2	32012.83000.52200	583.00	
		67812	OCT 2025 LEGAL SRVCS: CODE ENFORCEMENT	10000.40000.52201	212.00	
		67813	OCT 2025 LEGAL SRVCS: IMPLEMENTATION OF S	10000.40000.52201	26.50	
		67814	OCT 2025 LEGAL SRVCS: MISCELLANEOUS LITIGA	10000.21000.52201	238.50	
		67815	OCT 2025 LEGAL SRVCS: WATER & UTILITIES	71000.81100.52201	371.00	
		67816	OCT 2025 LEGAL SRVCS: MATER DOLORSA DEVEI	10000.40000.52201	23.00	
		67817	OCT 2025 LEGAL SRVCS: ENVIRONMENTAL LEGA	10000.40000.52201	53.00	
		67818	OCT 2025 LEGAL SRVCS: ADV. PROT SIERRA MAD	10000.40000.52201	397.50	
		67819	OCT 2025 LEGAL SRVCS: V. SOUTHERN CA. EDISC	10000.21000.52201	1,855.00	
VEN04233	COMMLINE INC					4,379.69
APBWEST	Check	0032218	Vehicle Fleet Radios Motorola APX8500	35005.50000.52200	4,379.69	
1167	COMMUNITY MEDIA OF THE FOOTHILLS					2,547.16
APBWEST	Check	035	OCT 2025 TELECAST OF CITY MEETINGS	60003.30000.52100	2,547.16	
VEN04547	CSU POMONA POLICE DEPARTMENT					8,767.00
APBWEST	Check	INV042559	EATON FIRE/WIND EVENT REIMB: JAN 1-17 2025	10000.30000.53998	8,767.00	
1181	DELTA DISTRIBUTING					210.05
APBWEST	Check	169627	FY 25/26 JANITORIAL SUPPLIES	60001.83200.53200	54.70	
		169655	FY 25/26 JANITORIAL SUPPLIES	60001.83200.53200	95.43	
		169656	FY 25/26 JANITORIAL SUPPLIES	60001.83200.53200	59.92	
VEN03180	DICKS AUTO SUPPLY					74.60
APBWEST	Check	233511	FY 25/26 AUTO PARTS	60000.83100.53208	74.60	
VEN04114	DYLAN FISHER					200.52
APBWEST	Check	INV042561	TRAVEL REIMB: USE OF FORCE INSTRUCTOR TRA	10000.50000.52005	200.52	
VEN03531	EDWARD GARCIA					628.66
APBWEST	Check	DEC2025	DEC 2025 RETIREE HEALTH INSURANCE	60002.30000.53402	628.66	
0551	FOOTHILL LOCK & KEY					129.29
APBWEST	Check	20480	SERVICE CALL: PD RESTROOM	60001.83200.52301	129.29	
0220	GEM PLUMBING					449.27
APBWEST	Check	172984	SERVICE CALL: 3/8 ANGLE GAS VALVE INSTALLAT	60001.83200.52301	449.27	
1639	GMS ELEVATOR SERVICES INC					115.00
APBWEST	Check	126588	MONTHLY SERVICE	60001.83200.52200	115.00	
0937	INTERSTATE BATTERY SYSTEM OF					318.74
APBWEST	Check	40021	BATTERY	60000.83100.53208	318.74	
1044	JESSE TORIBIO					357.20
APBWEST	Check	DEC2025	DEC 2025 RETIREE HEALTH INSURANCE	60007.70100.51302	357.20	
VEN03424	JOHNSON INVESTIGATIONS					2,913.40
APBWEST	Check	2025-41	PD Background Investigations	60007.70101.52100	2,913.40	
VEN03884	KELLY KRIEBS					578.66
APBWEST	Check	DEC2025	REIMB: LEAGUE OF CALF. CITIES CONF. - HOTEL F	60002.30000.53402	578.66	
1165	KENNETH BERRY					714.40
APBWEST	Check	DEC2025	DEC 2025 RETIREE HEALTH INSURANCE	60007.70100.51302	714.40	
1185	KEYSTONE UNIFORM					194.72

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
APBWEST	Check	071483	UNIFORMS	10000.50000.53303	165.64	
		071485	UNIFORMS	10000.50000.53303	29.08	
0265	L.A. CO. DEPT. OF PUBLIC WORKS					40,395.00
APBWEST	Check	SA250000473	EATON FIRE PRIVATE PROPTY FIRE DAMAGE 1/2!	10000.30000.53998	5,074.00	
		SA260000115	EATON FIRE PRIVATE PROPTY FIRE DAMAGE FY2!	10000.30000.53998	33,612.00	
		SA260000115.1	EATON FIRE PRIVATE PROPTY FIRE DAMAGE FY2!	10000.30000.53998	1,709.00	
0515	LANDSCAPE WAREHOUSE					354.28
APBWEST	Check	2510-536479	FY 25/26 MAINTENANCE SUPPLIES	10000.83300.53001	18.62	
		2510-542402	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	356.75	
		2510-543409	FY 25/26 MAINTENANCE SUPPLIES - CREDIT	60001.83200.53200	-123.57	
		2510-543411	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	102.48	
0640	LIFE-ASSIST INC.					2,202.24
APBWEST	Check	1648794	FY 25/26 EMS Medical Supplies	10000.64000.53300	187.35	
		2005263	FY 25/26 EMS Medical Supplies	10000.64000.53300	896.28	
		2010295	FY 25/26 EMS Medical Supplies	10000.64000.53300	1,118.61	
VEN03894	LOS ANGELES TRUCK CENTERS LLC					4,047.19
APBWEST	Check	RA210066852	REPAIRS AND MAINTENANCE TO VACCON TRUCI	60000.83100.53208	4,047.19	
VEN01070	MARTIN CRUZ					714.40
APBWEST	Check	DEC2025	DEC 2025 RETIREE HEALTH INSURANCE	60007.70100.51302	714.40	
1278	MICHAEL E POWERS & ASSOC INC.					4,395.65
APBWEST	Check	10244	City Manager Office Furniture	60001.83200.56010	678.00	
		10249	City Manager Office Furniture	60001.83200.56010	3,717.65	
VEN03488	MUNICIPAL EMERGENCY SERVICES INC					242.13
APBWEST	Check	IN2355455	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	242.13	
1608	MUNICIPAL MAINTENANCE EQUIP IN					206.34
APBWEST	Check	042594	MISC SUPPLIES	60000.83100.53208	206.34	
VEN04200	NIKO MOBILE CARWASH					480.00
APBWEST	Check	152811	PD CAR WASH 10/24/25	10000.50000.52200	480.00	
VEN03105	NORTHWEST EXCAVATING INC					8,030.00
APBWEST	Check	M11268	FY 25/26 BASIN MAINTENANCE	71000.81100.52303	8,030.00	
VEN04007	OCCUPATIONAL HEALTH CENTERS OF CA					211.00
APBWEST	Check	88427444	PRE-EMPLOYMENT EXAM	60007.70101.52106	211.00	
0786	OFFICE DEPOT, INC					213.96
APBWEST	Check	439728336001	OFFICE SUPPLIES	60002.31100.53100	170.47	
		442491759001	OFFICE SUPPLIES	60002.31100.53100	43.49	
0323	PASADENA HUMANE SOCIETY					9,407.14
APBWEST	Check	NOV2025CtySM	NOV 2025 animal control services	10000.50000.52004	4,703.57	
		SEP2025CtySM	SEPT 2025 Animal Control Services	10000.50000.52004	4,703.57	
VEN04548	PLANETBIDS LLC					5,808.00
APBWEST	Check	1024134	RFP E-PROCUREMENT SUB. 2025 - 2026	10000.30000.53000	5,808.00	
0338	PRUDENTIAL OVERALL SUPPLY					362.06
APBWEST	Check	52925533	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	111.12	
		52927238	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	250.94	
VEN04468	PUBLIC SAFETY SUPPLY AND SERVICES					895.00
APBWEST	Check	102825-1	BK-KNG 2 PROGRAMMING	10000.61000.53301	895.00	
1032	PUENTE READY MIX, INC.					1,290.20
APBWEST	Check	114238	READY MIX	10000.83500.53206	1,290.20	
VEN04165	R&A TANK TECHNOLOGIES LLC					165.00
APBWEST	Check	1015-2031	OCT 2025 MONTHLY INSPECTION	60000.83100.55001	165.00	
VEN02937	RCI IMAGE SYSTEMS					389.15
APBWEST	Check	77773	SEPT 2025 RCI IMAGING SYSTEMS	10000.40000.52200	389.15	
VEN03885	ROBERT PARKHURST					578.66
APBWEST	Check	INV042563	REIMB: LEAGUE OF CALF. CITIES CONF. - HOTEL F	60002.30000.53402	578.66	
VEN01358	RUN WITH US					898.73
APBWEST	Check	67897	MWTR SHIRTS	10000.79007.52999	898.73	
VEN04385	SCOTT STOLARZ					800.00
APBWEST	Check	00992	MWTR - PHOTOGRAPHY SERVICE 10/4/25	10000.79007.52999	800.00	
1663	SHAKER SHIRTS					735.38
APBWEST	Check	22277	MWTR SHIRTS	10000.79007.52999	735.38	
VEN04409	SHAWN'S CHRISTMAS TREES AND PUMPKIN PATCH					725.00
APBWEST	Check	1198	HALLOWEEN HAPPENINGS PUMPKIN PATCH	10000.79004.53999	725.00	

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN03199	SO CAL MAILING SERVICES				**2,307.90**
APBWEST	Check	64068	OCT 2025 SO CAL MAILING SERVICES	71000.32000.53101	2,182.90
		64068.1	OCT 2025 POLICE DEPT FLYER	60002.30000.53999	125.00
0821	SOUTHWEST HYDROTECH				**7,352.20**
APBWEST	Check	31853	ANNUAL CLAY VALVE MAINTENANCE	71000.81100.52200	7,352.20
VEN02444	SUPERIOR COURT OF CA, CO OF L. A.				**2,951.50**
APBWEST	Check	SEPT2025	SEPT 2025 Citation Revenue distribution	10000.50000.52200	2,951.50
VEN02014	SUSAN SAXE CLIFFORD, Ph.D. APC.				**450.00**
APBWEST	Check	25-1027-4	Psychological Evaluation	60007.70101.52100	450.00
VEN04555	TEAK MASTER INC				**461.56**
APBWEST	Check	INV042564	EMS REFUND RE: 24003192	10000.64000.47029	461.56
1245	THE WORKSHOP				**733.72**
APBWEST	Check	75019	STATE OF THE CITY POST CARD AND MAILING	60003.30000.53102	733.72
VEN04558	THREAD MARK				**1,750.87**
APBWEST	Check	2025-055	EMBROIDERED CAPS 3 LOCATIONS	10000.50000.53300	1,750.87
1808	TIMECLOCK PLUS				**11,346.00**
APBWEST	Check	INV00429925	TIME CLOCK PLUS LICENSING/MAINTENANCE	60003.30000.52200	4,492.80
		INV00430004	TIME CLOCK PLUS LICENSING/MAINTENANCE	60003.30000.52100	2,972.13
		INV00436594	TIME CLOCK PLUS LICENSING/MAINTENANCE	60003.30000.52200	3,881.07
VEN04104	UCLA CENTER FOR PREHOSPITAL CARE				**2,435.52**
APBWEST	Check	3013-1372	OCT 2025 Nurse Educator Services	10000.64000.52200	1,217.76
		3013-1405	NOV 2025 Nurse Educator Services	10000.64000.52200	1,217.76
1243	USA BLUEBOOK				**3,491.75**
APBWEST	Check	INV00753886	WATER DISTRIBUTION SUPPLIES	71000.81100.53200	3,491.75
VEN02702	VITAL MEDICAL SERVICES LLC				**672.00**
APBWEST	Check	4686	JUNE 2025 EVIDENT IN-FIELD BLOOD DRAW COL	10000.50000.52005	672.00
0335	WATERLINE TECHNOLOGIES				**2,515.34**
APBWEST	Check	5760545	FY 25/26 CHLORINE GAS SUPPLIES	71000.81100.53209	1,557.67
		5762833	CYLINDER RETURN 9/15/25	71000.81100.53209	-600.00
		5764760	FY 25/26 CHLORINE GAS SUPPLIES	71000.81100.53209	1,557.67
		5765936	FY 25/26 CHLORINE GAS SUPPLIES	71000.81100.53209	600.00
		5766007	CYLINDER RETURN 9/16/25	71000.81100.53209	-300.00
		5766011	CYLINDER RETURN 10/8/25	71000.81100.53209	-300.00
0426	WESTERN WATER WORKS				**2,515.87**
APBWEST	Check	1275893-00	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	2,515.87
0425	WILLDAN ASSOCIATES				**155,208.20**
APBWEST	Check	002-34185	JAN 2025 MUDSLIDE MITIGATION	10000.80000.53998	7,333.60
		002-34342	FEB 2025 MUDSLIDE MITIGATION	10000.80000.53998	11,206.40
		002-34682	MARCH 2025 MUDSLIDE MITIGATION	10000.80000.53998	316.80
		00235513	7/31/25 B&S PERMIT TECHNICIAN SERVICES	60007.70100.52200	17,254.40
		002-35620	SEPT TO OCT 2025 FIRE PLAN CHECK	10000.40000.52100	9,325.54
		002-36160	SEPT 2025 PLAN CHECK AND INSPECTIONS	10000.40000.52100	103,219.96
		00714667	9/3/25 - 10/3/25 CDBG GRANT FOR MHRP PROG	38002.83200.52100	6,551.50
1053	WITTMAN ENTERPRISES, LLC				**5,417.55**
APBWEST	Check	2508056	AUG 2025 EMS Billing Services	10000.64000.52200	2,829.79
		2509056	SEPT 2025 EMS Billing Services	10000.64000.52200	2,587.76
				Report Total:	**445,659.06**

Packet: APPKT08382 - GEN BOA MAN 11/18/25
Vendor Set: 01 - Vendor Set 01

Check Date: 11/10/2025

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total Distribution Amount
0823	BANK OF AMERICA				31,297.79
APBWEST	Check	INV042428	LA - OCT. BINGO SENIOR CENTER EVENT	37006.72000.53999	133.48
		INV042429	LA - STATE OF CITY NOV 5	60002.31100.53999	369.77
		INV042430	LA - PICKLE BALL COURTS RIBBON CUTTING CERI	60002.31100.53999	324.49
		INV042431	LA - PARKING FOR LEAGUE OF CAL CITIES CONF	10000.12000.53402	16.55
		INV042432	LA - MOUNT WILSON TAIL EVENT	10000.79007.52999	530.27
		INV042433	LA - MOUNT WILSON TAIL EVENT	10000.79007.52999	1,680.00
		INV042434	LA - STATE OF CITY NOV. 5 BANNERS AND STAND	60002.31100.53999	670.30
		INV042435	GB - PEPPERBALL AIR TANK	10000.50000.53302	74.00
		INV042436	GB - OFFICE SOFTWARE	10000.50000.53301	23.99
		INV042437	GB - ABC GRANT TRAINING	10000.50000.53402	84.17
		INV042438	GB - ABC GRANT TRAINING	10000.50000.53402	740.96
		INV042439	GB - DEPLOYMENT MEETING/EVENT BRIEFING	10000.50000.53999	56.31
		INV042440	GB - DEPLOYMENT MEETING/EVENT BRIEFING	10000.50000.53999	261.96
		INV042441	GB - CHIEFS CONFERENCE	10000.50000.53402	1,501.14
		INV042442	GB - CALF. ASSOC. FOR PROPERTY & EVIDENCE: I	10000.50000.53402	60.00
		INV042443	BB - GRAMMARLY TYPING ASSISSANCE	10000.61000.53409	30.00
		INV042444	BB - LAACF CONFERENCE PARKING FEE	10000.61000.53402	45.09
		INV042445	BB - TRAINING CLASS - SMITH	10000.64000.52205	150.00
		INV042446	BB - TRAINING CLASS - CHU	10000.64000.52205	150.00
		INV042447	BB - FD GYM EQUIPMENT	36002.61000.53999	1,148.96
		INV042448	BB - CANVA: DESIGN PLATFORM - ANNUAL SUB	10000.61000.53409	119.40
		INV042449	BB - WORK MAGMT. & PROD. SOFTWARE - ANNI	10000.61000.53409	60.00
		INV042450	BB - CYLINDER RENTAL FOR FPF	10000.61000.53999	164.65
		INV042451	BB - GROVE COUPLING GASKET - WATER - 3"	10000.61000.52302	58.11
		INV042452	BB - GOPRO HELMET MOUNT (3)	10000.61000.52205	98.29
		INV042453	BB - FD EQUIPMENT	10000.61000.53300	529.94
		INV042454	BB - STORAGE FOR FD MASTER PLAN	10000.61000.53409	11.99
		INV042456	BB - REFLECTIVE SAFETY STICKER_DEPT. LOGO	10000.61000.53100	74.64
		INV042457	BB - KNAPP_STRUCTUAL COLLAPSE SPECIALIST	10000.61000.52205	100.00
		INV042458	BB - GYM EQUIPMENT	36002.61000.53999	827.65
		INV042459	BB - BIG BELLY AND A FRAME FOR FPF	10000.61000.53102	262.94
		INV042460	BB - FD STAFF POLO SHIRTS	10000.61000.53999	988.73
		INV042461	BB - BANNER FOR FPF	10000.61000.53102	197.56
		INV042462	BB - CAR RENTAL FEE - KNAPP	10000.61000.52100	1,918.70
		INV042463	BB - TIRE CHAGE - FD CHIEF TRUCK	10000.61000.52100	305.01
		INV042464	MB - OCT 2025 RAIN STROM - EOC LUNCH	60002.30000.53999	246.78
		INV042465	MB - LEAGUE OF CALF. CITIES CONF - PARKING F	60002.30000.53402	15.00
		INV042466	MB - LEAGUE OF CALF. CITIES CONF - PARKING F	60002.30000.53402	15.00
		INV042467	MB - LEAGUE OF CALF. CITIES CONF - PARKING F	60002.30000.53402	15.00
		INV042468	MH - OCT 2025 RAIN STROM - EOC MEAL	60007.70100.53999	391.83
		INV042469	MH - KEYS FOR HR OFFICE	60007.70100.53999	4.40
		INV042470	MH - EMPLOYEE SEPARATION FINAL PAY - POSTA	60007.70100.53101	15.31
		INV042471	MH - BUDGET BOOK BINDING	60007.70100.53999	11.50
		INV042472	CL - APA PLAN. CONF. MONTEREY - PARKING	10000.40000.53402	3.99
		INV042473	CL - AMERICAN PLAN. CONF - MEAL	10000.40000.53402	39.63
		INV042475	CL - AMERICAN PLAN. CONF - GAS	10000.40000.53402	75.81
		INV042476	CL - AMERICAN PLAN. CONF - LODGING FEE	10000.40000.53402	1,149.54
		INV042477	CL - AMERICAN PLAN. CONF - LODGING FEE	10000.40000.53402	1,079.85
		INV042478	CL - HOTEL PARKING FEE	10000.40000.53402	69.69
		INV042479	RM - CITY COUNCIL CLOSED SESSION 10/14/25 M	10000.11000.53999	136.67
		INV042480	RM - LEAGUE OF CALF. CITIES CONF. - HOTEL: GC	10000.11000.53402	908.71
		INV042481	RM - LEAGUE OF CALF. CITIES CONF. - HOTEL: KR	10000.11000.53402	289.33
		INV042482	RM - LEAGUE OF CALF. CITIES CONF. - HOTEL: GA	10000.11000.53402	289.33

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total Distribution Amount
APBWEST	Check	INV042484	RM - CITY COUNCIL CLOSED SESSION 9/23/25 M	10000.11000.53999	79.14
		INV042485	RM - CITY COUNCIL SNACKS AND DRINKS	10000.11000.53999	126.81
		INV042486	RM - LEAGUE OF CALF. CITIES CONF. - EVENT - G,	10000.11000.53402	75.00
		INV042488	RM - LEAGUE OF CALF. CITIES CONF. - EVENT-BRI	60002.30000.53402	75.00
		INV042489	OM - DROPBOX LIC. FEE 10/14/25 - 5/22/26	60003.30000.53503	108.49
		INV042490	OM - CGCIO CLASS - TEXTBOOK	60003.30000.53402	19.99
		INV042491	OM - ZOOM TELECONF LIC FEE	60003.30000.53402	13.84
		INV042494	OM - MONDAY.COM ADD USER	60003.30000.53503	975.33
		INV042495	OM - STARLINK - SATELLITE INTERNET SERVICE	60003.30000.52200	540.00
		INV042496	OM - PLANNING INSPECTIONS SUB. 10/7/25 - 11	60003.30000.53503	78.00
		INV042497	OM - DNS RENEWAL	60003.30000.52200	4.99
		INV042498	OM - SCRIBE SOP SOFTWARE SUBS 10/7/25 - 10,	60003.30000.53503	708.00
		INV042499	OM - ZOOM LICENSE SUB. 9/3/25 - 1/16/26	60003.30000.53503	204.52
		INV042500	OM - SSL CERTIFICATES	60003.30000.53503	1,620.00
		INV042501	OM - MISAC ANNUAL CONF - FEE	60003.30000.53402	725.00
		INV042502	OM - REMOTE SUPPORT SOFTWARE LIC.	60003.30000.53503	298.00
		INV042503	OM - SATELLITE HARDWARE FOR FD	60003.30000.52200	917.16
		INV042504	OM - CHATGPT LICENSING	60003.30000.53503	300.00
		INV042505	OM - STARLINK - SATELLITE INTERNET SERVICE	60003.30000.52200	165.00
		INV042506	OM - MISAC MEMBERSHIP DUES	60003.30000.53409	130.00
		INV042507	TT - MWTR LEMONAID AND DESSERTS	10000.79007.52999	24.17
		INV042508	TT - MWTR TABLECLOTHS	10000.79007.52999	24.07
		INV042509	TT - MWTR TABLECLOTHS	10000.79007.52999	8.75
		INV042510	TT - MWTR TABLECLOTHS	10000.79007.52999	17.93
		INV042511	TT - MWTR HEALTH PERMIT FEE	10000.79007.52999	624.00
		INV042512	TT - MWTR HEALTH PERMIT SERV. FEE	10000.79007.52999	13.85
		INV042513	TT - MWTR KIDS RACE RIBBONS	10000.79007.52999	114.05
		INV042514	TT - MWTR BANNERS	10000.79007.52999	565.32
		INV042515	TT - MWTR BANNERS	10000.79007.52999	187.37
		INV042516	TT - HALLOWEEN HAPPENING: SUPPLIES	10000.79004.53999	689.60
		INV042517	TT - PICKLEBALL COURT PADDLE PVC RACK	37010.85000.56002	832.75
		INV042518	TT - LATINO HERITAGE FIESTA HEALTH PERMIT	10000.79017.52999	448.00
		INV042519	TT - LATINO HERITAGE FIESTA HEALTH PERMIT SI	10000.79017.52999	9.95
		INV042520	TT - LODGE: NRPA 2025 ANNUAL CONF.	10000.70000.53402	469.14
		INV042521	TT - SENIOR LUNCH & LEARN REFRESHMENTS	37006.72000.53999	50.00
		INV042522	TT - FALL YARD SALE SUPPLIES	37006.72000.53999	36.18
		INV042523	TT - SENIOR BD CELEBRATION - CAKE & ICE CREA	37006.72000.53999	24.47
		INV042524	TT - DRINKING WATER FOR THE SENIORS	37006.72000.53999	5.20
		INV042525	TT - DRINKING WATER FOR THE SENIORS	37006.72000.53999	7.80
		INV042526	TT - SENIOR MOVIES: SUPPLIES	37006.72000.53999	112.28
		INV042527	TT - SENIOR MOVIES: SNACKS, CANDY	37006.72000.53999	68.50
		INV042528	TT - SENIOR MOVIES: BEVERAGES	37006.72000.53999	46.05
		INV042529	TT - SENIOR MOVIES: POPCORN BAGS	37006.72000.53999	19.79
		INV042530	TT - SENIOR CRAFT: SUPPLIES	37006.72000.53999	25.92
		INV042531	TT - SENIOR CRAFT: SUPPLIES	37006.72000.53999	104.99
		INV042532	TT - SENIOR CRAFT: SUPPLIES	37006.72000.53999	12.12
		INV042533	TT - SEPT 2025 BINGO: MEAL	37006.72000.53999	257.39
		INV042534	TT - SEPT 2025 BINGO: SUPPLIES	37006.72000.53999	79.22
		INV042535	TT - SEPT 2025 BINGO: LUNCH	37006.72000.53999	177.08
		INV042536	TT - SEPT 2025 BINGO: LUNCH CREDIT	37006.72000.53999	-119.75
		INV042537	TT - HALLOWEEN HAPPENINGS - MARKETING	10000.79004.53999	50.00
		INV042552	AY - KINDLE SERVICES: FRAUD DISPUTE CREDIT	10000.82000.53409	-13.99
		INV042553	AY - DSK - SUBSCRIPTIOIN	10000.82000.53409	39.90
		INV042554	AR - CSMFO ADV. SPEC. TOPIC - SBITA TRAIN. - R.	60002.30000.53402	100.00
		INV042555	AR - GFOA BUDGET AWARD APPLICATION	60002.30000.53409	495.00
				Report Total:	**31,297.79**

Packet: APPKT08374 - GEN MAN 11/18/25
Vendor Set: 01 - Vendor Set 01

Check Date: 11/05/2025

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN03072	CA DEPT OF TAX AND FEE ADMINISTRATION				**1,489.18**
APBWEST	Check	APRIL-JUNE2025	APRIL - JUNE 2025 Q4 USE TAX ACCT #017-7724:	10000.61000.53999	182.00
				10000.83500.53206	1,122.00
		INV042386	APRIL - JUNE 2025 Q4 USE TAX ACCT #017-7724:	60002.30000.53999	185.18
0833	HOME DEPOT				**1,143.11**
APBWEST	Check	2535426	6430 - PD SAFETY EQUIPMENT	10000.50000.53300	148.50
		5023465	6473 - PICKLEBALL COURT BLACK FENCE PAINT	60001.83200.56010	159.39
		513791	6473 - PICKLEBALL COURT BLACK FENCE MAINTI	60001.83200.56010	53.52
		INV042344	LATE FEE	60002.30000.53999	40.00
		INV042345	FINANCE CHARGE	60002.30000.53999	47.93
		WN32415003902501	6430 - PD SAFETY EQUIPMENT	10000.50000.53300	332.56
		WN3241500703189	6430 - PD SAFETY EQUIPMENT	10000.50000.53300	55.92
		WN3273966905828	6465 - FD MAINTENANCE SUPPLIES	10000.61000.53300	81.21
		WN33167073432668	6465 - FD MAINTENANCE SUPPLIES	10000.61000.53300	4.18
		WN33167075816037	6465 - FD MAINTENANCE SUPPLIES	10000.61000.53300	59.80
		WN33167076907439	6465 - FD MAINTENANCE SUPPLIES	10000.61000.53300	160.10
0279	L. A. CO. TAX COLLECTOR				**821.77**
APBWEST	Check	5862015270-2025-1	5862 015 270 PROPERTY TAX 2025 1ST INSTALL	60002.30000.52200	176.00
		5862015271-2025-1	5862 015 271 PROPERTY TAX 2025 1ST INSTALL	60002.30000.52200	400.21
		5862015272-2025-1	5862 015 272 PROPERTY TAX 2025 1ST INSTALL	60002.30000.52200	106.73
		5862015273-2025-1	5862 015 273 PROPERTY TAX 2025 1ST INSTALL	60002.30000.52200	138.83
				Report Total:	**3,454.06**

Packet: APPKT08368 - GEN MAN 11/18/25
Vendor Set: 01 - Vendor Set 01

Check Date: 11/04/2025

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
1497	MOUNTAIN VIEWS NEWS				**1,859.23**
APBWEST	Check	CM202304172	PUBLICATION OF NOTICES PHN ORD 1486	10000.12000.52206	1,859.23
0680	POSTMASTER				**370.00**
APBWEST	Check	INV042346	USPS MARKETING MAIL PI PERMIT #177	60002.31100.53101	370.00
VEN04559	THE LEW EDWARDS GROUP				**10,000.00**
APBWEST	Check	001	STRATEGIC COMM/PUBLIC OUTREACH CONSULT	10000.32000.52200	10,000.00
				Report Total:	**12,229.23**

Packet: APPKT08361 - GEN MAN 11/18/25
Vendor Set: 02 - Vendor Set 02

Check Date: 10/30/2025

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
VEN04549	VINCENT BAGBY					45.00
APBWEST	Check	INV042343	REFUND: COMMUNITY YARD SALE-VIP #4102.20	37006.00000.49002	45.00	
				Report Total:	**45.00**	

Packet: APPKT08358 - GEN MAN 11/18/25
Vendor Set: 01 - Vendor Set 01

Check Date: 10/28/2025

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
0680	POSTMASTER				1,336.86
APBWEST	Check	INV042341	POSTATE FOR STATE OF THE CITY POST CARDS	60003.30000.53101	1,336.86
				Report Total:	**1,336.86**

Packet: APPKT08353 - GEN MAN 11/18/25
Vendor Set: 01 - Vendor Set 01

Check Date: 10/28/2025

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
0296	MERRIMAC ENERGY GROUP				**29,994.46**
APBWEST	Check	2241464	FY 25/26 FUEL PURCHASE	60000.83100.55001	29,994.46
				Report Total:	**29,994.46**

Packet: APPKT08359 - UB MAN 11/18/25
Vendor Set: 01 - Vendor Set 01

Check Date: 10/29/2025

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
0129	AT&T				**6,171.89**
APBWEST	Check	INV042339	818 246-3783 591 4 9/23/25 - 10/22/25	60003.30000.55005	2,567.80
		INV042340	818 291-0241 661 1 10/4/25 - 11/3/25	60003.30000.55005	3,604.09
VEN04074	CHARTER COMMUNICATIONS				**3,411.56**
APBWEST	Check	106917301100125	106917301 10/1/25 - 10/31/25	60003.30000.55005	1,280.00
		187633301102125	187633301 10/27/25 - 11/26/25	60003.30000.52200	876.70
		188596301102125	188596301 10/25/25 - 11/24/25	60003.30000.52200	199.98
		188596401102125	188596401 10/25/25 - 11/24/25 YMCA ELEVAT(	60003.30000.52200	40.00
		188596901100125	188596901 10/1/25 - 10/31/25	60003.30000.52200	205.80
		188597101100125	188597101 10/6/25 - 11/5/25	60003.30000.52200	269.98
		188597401102125	188597401 10/27/25 - 11/26/25	60003.30000.52200	329.12
		188597601102125	188597601 10/25/25 - 11/24/25	60003.30000.52200	209.98
VEN02792	FRONTIER CALIFORNIA INC				**8,011.56**
APBWEST	Check	INV042327	209-188-3757-030707-5 10/4/25 - 11/3/25	60003.30000.55005	3,199.77
		INV042328	626-197-1492-030922-5 10/1/25 - 10/31/25	60003.30000.55005	813.75
		INV042329	626-355-0264-012498-5 10/4/25 - 11/3/25	60003.30000.55005	555.38
		INV042330	626-355-1414-092017-5 10/1/25 - 10/31/25	60003.30000.55005	1,642.25
		INV042332	209-151-5743-051199-5 9/28/25 - 10/27/25	60003.30000.55005	226.86
		INV042333	310-001-5763-051199-5 9/28/25 - 10/27/25	60003.30000.55005	131.31
		INV042334	626-351-3285-091319-5 7/14/25 - 8/13/25	60003.30000.55005	86.67
		INV042335	626-351-3285-091319-5 8/14/25 - 9/13/25	60003.30000.55005	102.24
		INV042336	626-351-3285-091319-5 9/14/25 - 10/13/25	60003.30000.55005	102.24
		INV042337	626-351-3285-091319-5 10/14/25 - 11/13/25	60003.30000.55005	103.71
		INV042338	626-197-0261-032521-5 10/1/25 - 10/31/25	60003.30000.55005	1,047.38
VEN03195	GREATAMERICA FINANCIAL SERVICES				**2,130.52**
APBWEST	Check	40299757	003-1443256-000 7/21/25 - 8/20/25	60003.30000.53210	1,704.33
		40400243	003-1310860-000 9/5/25 - 10/4/25	60003.30000.53210	426.19
0384	SOUTHERN CALIF. EDISON CO.				**114,933.19**
APBWEST	Check	INV042320	700835579161 9/8/25 - 10/6/25	71000.81100.55003	52,626.19
		INV042321	700738880568 9/3/25 - 10/1/25	60001.83200.55003	2,528.05
		INV042322	700661951989 9/4/25 - 10/2/25	60001.83200.55003	117.27
		INV042323	700162056328 9/1/25 - 9/30/25	32005.83500.55003	199.89
				32012.83000.55003	2,233.18
				38005.83500.55003	4,984.45
				60001.83200.55003	256.58
		INV042325	700102141347 AUGUST 2025 - ACCT BAL. CORF	32012.83000.55003	-3,143.37
				38005.83500.55003	-67.48
				60001.83200.55003	-72,845.49
				71000.81100.55003	-109,604.86
		INV042326	700102141347 AUG 2025 & ACCT ADJUTMENT	32012.83000.55003	3,925.60
				38005.83500.55003	97.16
				60001.83200.55003	101,257.70
				71000.81100.55003	132,368.32
0216	THE GAS COMPANY				**756.34**
APBWEST	Check	INV042313	118-261-4788 3 9/1/25 - 10/1/25	60000.83100.55001	279.02
		INV042314	135 119 3500 2 9/8/25 - 10/7/25	60001.83200.55004	174.41
		INV042315	168 618 7700 5 9/5/25 - 10/6/25	60001.83200.55004	188.77
		INV042316	166 518 7700 9 9/5/25 - 10/6/25	60001.83200.55004	63.68
		INV042317	051 018 7151 4 9/5/25 - 10/6/25	60001.83200.55004	16.82
		INV042318	053 118 7109 8 9/5/25 - 10/6/25	60001.83200.55004	16.82
		INV042319	055 218 7110 2 9/5/25 - 10/6/25	60001.83200.55004	16.82
0642	VERIZON WIRELESS LA				**3,377.96**
APBWEST	Check	6124496101	960051887-00001 9/26/25 - 10/25/25	60003.30000.55005	3,377.96
VEN04342	WESTBOUND SOLAR 3 LLC				**9,695.31**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
APBWEST	Check	25260551	SEPT 2025 SOLAR ENERGY	71000.81100.55003	9,695.31
				Report Total:	148,488.33

Packet: APPKT08385 - LIB 11/18/25
Vendor Set: 01 - Vendor Set 01

Check Date: 11/12/2025

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN03266	A TO Z DATABASES				**1,056.00**
APBWEST	Check	144359	9/1/25 - 8/31/26 SUBSCRIPTION	39006.90000.53406	1,056.00
VEN03454	AMAZON CAPITAL SERVICES				**1,543.25**
APBWEST	Check	11JF-KVF4-NCYN	MISC SUPPLIES 9/29/25 - 10/12/25	10000.90000.53406	41.90
		13G7-WFK1-LKRQ	MISC SUPPLIES 9/29/25 - 10/12/25	39006.90000.53406	180.90
		14TR-RFVV-WTGT	MISC SUPPLIES 10/13/25 - 10/26/25	39006.90000.53406	34.35
		1D4K-QKFJ-17HY	MISC SUPPLIES 10/13/25 - 10/26/25	39006.90000.53999	6.62
		1G9C-1JX3-47GK	MISC SUPPLIES 10/13/25 - 10/26/25	10000.90000.53100	22.09
		1HTK-7FNV-LXXR	MISC SUPPLIES 9/29/25 - 10/12/25	10000.90000.53100	101.58
		1K6K-FPJF-GXFV	MISC SUPPLIES 9/29/25 - 10/12/25	10000.90000.53406	44.61
		1LQT-63M3-4393	MISC SUPPLIES 7/21/25 - 8/3/25	39006.90000.53406	187.68
		1MD4-6PY1-YGWR	MISC SUPPLIES 10/13/25 - 10/26/25	10000.90000.53406	159.59
		1PC6-CD64-MN6K	MISC SUPPLIES 9/29/25 - 10/12/25	10000.90000.53406	56.15
		1QJX-HTW1-M4G1	MISC SUPPLIES 9/29/25 - 10/12/25	39006.90000.53999	12.49
		1R1J-VH4K-1WWF	MISC SUPPLIES 10/13/25 - 10/26/25	10000.90000.53406	247.93
		1RKV-VQT7-N3LQ	MISC SUPPLIES 9/29/25 - 10/12/25	39006.90000.53406	149.47
		1TPX-J6WY-WHPL	MISC SUPPLIES 10/13/25 - 10/26/25	39006.90000.53406	32.78
		1V7M-7GF1-M3MH	MISC SUPPLIES 9/29/25 - 10/12/25	10000.90000.53100	20.34
		1WFF-7W6L-GH6Q	MISC SUPPLIES 9/29/25 - 10/12/25	39006.90000.53999	244.77
0132	BAKER & TAYLOR, INC.				**110.08**
APBWEST	Check	2039286970	BOOKS AND REFERENCE & MEDIA (FY 2025-26)	10000.90000.53406	80.98
		2039286971	LIBRARY SUPPLIES	10000.90000.52200	7.07
		2039291146	BOOKS AND REFERENCE & MEDIA (FY 2025-26)	10000.90000.53406	20.26
		2039291147	LIBRARY SUPPLIES	10000.90000.52200	1.77
0518	BLACKSTONE AUDIOBOOKS				**532.28**
APBWEST	Check	2214849	MISC AUDIO BOOKS	39006.90000.53406	532.28
1379	CALIFA GROUP				**6,038.13**
APBWEST	Check	8477	CALIFA - PROQUEST- ANCESTRY LIBRARY (2025-2	39006.90000.53406	2,097.35
		8478	CALIFA - EBSCO-NOVELIST and LIBRARY AWARE (	10000.90000.52200	3,940.78
VEN04206	CHELSEA LEE				**122.79**
APBWEST	Check	INV042426	TRAVEL REIMB: CALF. LIB ASSOCCIATION CONFEI	10000.90000.53402	122.79
VEN01123	DEBBIE ROBERTS				**82.34**
APBWEST	Check	INV042427	TRAVEL REIMB: CALF. LIB ASSOCCIATION CONFEI	10000.90000.53402	82.34
0598	DEMCO, INC.				**108.97**
APBWEST	Check	7697639	OFFICE SUPPLIES	10000.90000.53100	108.97
VEN03061	DIANA SHAW				**107.15**
APBWEST	Check	INV042423	TRAVEL REIMB: CALF. LIB ASSOCCIATION CONFEI	10000.90000.53402	107.15
VEN03929	DOREEN THOMAS				**75.32**
APBWEST	Check	INV042425	TRAVEL REIMB: BANDIDNI LIB & POMONA LIB	10000.90000.53402	75.32
VEN04427	JULIE IMAHARA				**160.30**
APBWEST	Check	INV042424	TRAVEL REIMB: ALA CONF PHILADELPHIA	10000.90000.53402	160.30
VEN04152	KANOPY INC				**201.00**
APBWEST	Check	477227-PPU	LIBRARY VIDEOS	10000.90000.52200	201.00
1634	MIDWEST TAPE				**275.85**
APBWEST	Check	507825506	MISC. MEDIA	39006.90000.53406	88.64
		507856743	MISC. MEDIA	39006.90000.53406	128.66
		507890478	MISC. MEDIA	39006.90000.53406	58.55
0786	OFFICE DEPOT, INC				**68.65**
APBWEST	Check	438966716001	OFFICE SUPPLIES	10000.90000.53100	68.20
		438966716002	OFFICE SUPPLIES	10000.90000.53100	5.62
		442227856001	OFFICE SUPPLIES	10000.90000.53100	33.68
		442231076001	OFFICE SUPPLIES - CREDIT	10000.90000.53100	-38.85
VEN01043	OVERDRIVE INC				**3,293.99**
APBWEST	Check	01148CO25299876	EBOOK/AUDIOBOOK	39006.90000.53406	1,293.99

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
APBWEST	Check	01148MG25316187	EBOOK/AUDIOBOOK	10000.90000.52200	2,000.00	
VEN04169	PLAYAWAY PRODUCTS LLC					82.86
APBWEST	Check	513826	MISC. SUPPLIES	39006.90000.53406	82.86	
0904	VROMAN'S					167.87
APBWEST	Check	4829012	BOOKS	10000.90000.53406	167.87	
				Report Total:	**14,026.83**	

Packet: APPKT08381 - LIB BOA MAN 11/18/25
Vendor Set: 01 - Vendor Set 01

Check Date: 11/10/2025

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
0823	BANK OF AMERICA				1,632.15
APBWEST	Check	INV042400	LR - PROGRAM SUPPLIES	39006.90000.53999	-76.21
		INV042401	LR - WATER DELIVERY SERVICE (9/2/25 - 10/8/25	10000.90000.52200	51.26
		INV042402	LR - CHALLENGER POSTER PRINTING	39006.90000.53999	43.97
		INV042403	LR - PROGRAM SUPPLIES	39006.90000.53999	76.21
		INV042404	LR - PROGRAM SUPPLIES	39006.90000.53999	10.44
		INV042405	LR - GAMES AND PUZZLES	39006.90000.53999	19.55
		INV042406	LR - LAMINATION FOR STORY WALK	39002.90000.53999	13.63
		INV042407	LR - PROGRAM SNACKS	39006.90000.53999	35.48
		INV042408	LR - POSTAGE FEE	10000.90000.53100	65.42
		INV042409	LR - CSMFO TRAINING - DIANA SHAW	10000.90000.53402	35.00
		INV042411	LR - CSMFO TRAINING - LEILA REGAN	10000.90000.53402	35.00
		INV042412	LR - MAGNETIC MONRAIL STARTER SET	39006.90000.53406	154.69
		INV042413	LR - SHELF STORIES SNACKS	39006.90000.53999	24.99
		INV042414	LR - ICLOUD STORAGE FOR IPADS	10000.90000.53100	0.99
		INV042415	LR - BOOKS & REFERENCE	10000.90000.53406	26.52
		INV042416	LR - BOOKS & REFERENCE	10000.90000.53406	26.52
		INV042417	LR - WATER DELIVERY SERVICE (8.19.25 - 9.18.25	10000.90000.52200	98.40
		INV042418	LR - NEWSPAPER SUBSCRIPTION (9.23.25 - 9.23.	10000.90000.53501	30.00
		INV042419	LR - NEWSPAPER SUBSCRIPTION (12.25.25 - 12.2	10000.90000.53501	908.19
		INV042420	LR - BOOKS & REFERENCE	10000.90000.53406	52.10
				Report Total:	**1,632.15**

Packet: APPKT08373 - LIB MAN 11/18/25
Vendor Set: 01 - Vendor Set 01

Check Date: 11/05/2025

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total / Distribution Amount
VEN03072	CA DEPT OF TAX AND FEE ADMINISTRATION				**120.47**
APBWEST	Check	APRIL-JUNE2025 LIB	APRIL - JUNE 2025 USE TAX ACCT #017-772438 L	10000.90000.53406	85.00
		JULY-SEPT2025	JULY - SEPT 2025 Q1 USE TAX ACCT #017-77243	39006.90000.53999	35.47
				Report Total:	**120.47**

CITY OF
SIERRA MADRE

STAFF REPORT

HUMAN RESOURCES

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Miguel Hernandez, Assistant City Manager
Aleks Giragosian, City Attorney

SUBJECT: **Resolution No. 25-68 Amending the Classification Plan and Salary Matrix for Executive Management**

RECOMMENDATION

It is recommended that the City Council adopt Resolution 25-68 (Attachment 1) amending the Classification Plan and Salary Matrix for Executive Management.

SUMMARY

The position of Finance Director was recently vacated. During this period, per the Sierra Madre Municipal Code, the City Manager can serve as Acting Finance Director. To ensure continuity of operations, the City has contracted with a Financial Consultant to provide the Finance Department with support services, funded through salary savings created by the vacancy.

The Finance Department is a full-service operation responsible for the City's general financial management, accounting, budgeting, payroll, purchasing, and related support for City programs and operations. The current vacancy provides an opportunity to evaluate the Finance Director position in light of the department's scope and service delivery needs.

City staff has completed:

- Job description update: Modernizes the Finance Director role to include developing, implementing, and administering the City's annual operating budget and capital improvement program; providing strategic financial analysis; and ensuring sound fiscal policies and internal controls.
- Salary study: A salary study to evaluate the City's competitiveness for comparable positions in similarly situated agencies.

The updated classification clarifies essential functions, required knowledge, skills, and abilities. It further defines leadership expectations for cross-functional teams and aligns reporting relationships. The accompanying market study provides data to inform any recommended compensation adjustments to support effective recruitment and retention.

DISCUSSION & ANALYSIS

City staff completed a comprehensive review of the Finance Director role to reflect current operational needs and responsible-charge requirements. A redlined job description and a clean version are provided as Attachments 2 and 3. As a best practice prompted by the vacancy, staff conducted a salary study of eleven peer agencies (see Attachment 4). The analysis indicates the City's current salary range for comparable finance leadership positions is approximately 11% below the average and 17% below the median.

Recently, the City Council approved a new salary range for the recruitment of a Public Works Director at Range 405: $13,936 (Step 1) to $17,404 (Step 10). It is recommended that the City Council add the Finance Director to this range. With this adjustment, the position would be at the average and only 3% below the median of the market, substantially improving competitiveness while remaining fiscally prudent. Additionally, aligning the position at this range promotes equity and parity within the Executive Management Group.

Range	Step 1	Step 10
Current	$10,833	$13,529
Proposed	$13,936	$17,404

Assuming that any incumbent placement would begin at Step 3 in the proposed range and is a "Classic CalPERS" candidate, based on the current FY 2025/26 fully-burdened budgeted salary, the net cost to the Administration Internal Services Fund is estimated to be $34,997.

Fund	% Allocated	Budget	Proposed	Net
Administration Internal Service	100	$209,806	$244,803	$34,997

Costs associated with the change in salary will be funded from the Administration Internal Services Fund's Fund Balance.

STRATEGIC PLAN RELATIONSHIP

The proposed action aligns with Strategic Plan Strategy OS 1.1 Improve Recruitment Potential and OS 1.3 to Enhance Staff Retention Efforts.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

FISCAL IMPACT

There is no impact to the General Fund. The Finance Director position is funded in the Administration Internal Services Fund through cost allocation charges operating funds. The salary in the cost allocation plan will be fixed at the FY 2025/26 rate. Any additional costs created by the proposed salary change will be funded by the Administration Internal Services Fund's Fund Balance. The total estimated impact to the fund balance is estimated at $34,997 annually. The current Fund Balance in the Administration Internal Services Fund is $640,913.

Approved by:

Mike
_____

Michael Bruckner
City Manager

Attachment(s):

1. Resolution 25-68
2. Job Description - Redlined
3. Job Description – Clean
4. Finance Director Position Salary Comparisons
5. Executive Management Salary Matrix

RESOLUTION NO. 25-68
AMENDING THE CLASSIFICATION PLAN AND SALARY MATRIX FOR EXECUTIVE MANAGEMENT

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE:

WHEREAS, the City of Sierra Madre's Classification Plan and Salary Matrix identifies one full-time Finance Director which is a member of the Executive Management group; and

WHEREAS, the City Council is authorizing the Finance Director position to be adjusted to Range 405 in the amended Compensation Plan and Salary Matrix;

WHEREAS, in the amended Classification Plan and Salary Matrix, the salary, duties, responsibilities, training, and experience for all other positions remain the same;

WHEREAS, the recommended changes will have a fiscal impact to the Administration Internal Services Fund of $34,997; and

WHEREAS, the total estimated impact will be funded by the Administration Internal Services Fund's Fund Balance. It is recommended that an additional budget appropriation of $35,000 is to be approved for the implementation of said pay Range 405;

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. The City Council adopts the amended City of Sierra Madre Classification Plan and Salary Matrix, included herein as Attachment 1.

SECTION 2. That the changes to the Executive Management Classification Plan and Salary Matrix take effect November 19, 2025.

SECTION 3: That an additional budget appropriation of $35,000 from the Administration Internal Services Fund shall be allocated to implement the subject changes.

Passed, Approved and Adopted on the 18th day of November 2025.

_____
Robert Parkhurst
Mayor, City of Sierra Madre, CA

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City of Sierra Madre City Council on the 18th day of November 2025 by the Sierra Madre City Council following a roll call vote:

Ayes

Noes

Absent

_____
Laura Aguilar
City Clerk, City of Sierra Madre, CA

Job Description

City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
(626) 355-7135
sierramadreca.gov

Job Title:	Finance Director
Department/Division:	Finance Department
Reports To:	City Manager
Exemption Status:	Exempt
Work Week:	Not Applicable
Classification:	Not Applicable
Bargaining Group:	Executive Management
Date Prepared:	October 28, 2025 (Revised)
~~**Date Prepared:**~~	~~November 13, 2024~~

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GENERAL PURPOSE

Under the administrative direction of the City Manager, the Finance Director plans, organizes, and directs the City's financial operations in accordance with the Sierra Madre Municipal Code and applicable state and federal regulations. This position oversees all activities of the Finance Department, including accounting, budgeting, payroll, accounts payable, purchasing, utility billing, and financial reporting. The Finance Director coordinates with the City Treasurer, City departments, elected officials, and external agencies to ensure effective financial management and compliance.

The position is responsible for developing, implementing, and administering the City's annual operating budget and capital improvement program, providing strategic financial analysis, and ensuring sound fiscal policies and internal controls. The Finance Director also provides high-level, complex administrative and policy support to the City Manager, offering recommendations on financial planning, risk management, revenue strategies, and resource allocation to support City goals and priorities.

~~Under general administrative direction of the City Manager, administers the City's financial affairs as provided in the municipal code; oversees the activities and operations of the Finance Division including Accounting, Billing, Purchasing and Printing; coordinates with the City Treasurer, other City Departments and outside agencies; prepares and administers biennial City budget; provides highly responsible and complex administrative support to the City Manager's Office.~~

CLASSIFICATION CHARACTERISTICS

Not Applicable

ESSENTIAL FUNCTIONS

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Develops and implements goals, objectives, and priorities, working closely with the City Manager, related to the City's finances; provides general supervision over staff engaged in finance and accounting related work; assists the City Manager in the administration of the citywide budget.
- Assists the City Manager in the coordination and preparation of the City's annual operating and capital budget; prepares City revenue estimates; checks revenue and expenditure estimates and forecasts; participates in budget meetings with City staff; compiles proposed and adopted budgets for publication.
- Manages the City's finances, utility billing, accounting, accounts payable, investments, payroll, and purchasing.
- Monitors and participates in the City's accounting activities, including accounts payable, receivable, purchasing and payroll; reviews purchases and contracts for compliance with City ordinances, rules and procedures, and to determine that expenditures are made in accordance with the terms of the contract.
- Serves as the fiscal officer for the City's successor agency.
- Plans and develops accounting procedures for bookkeeping and processing of claims, expenditures, purchases, budget data, salary warrants, receipts and subventions, journal entries, and the general ledger.
- Supervises assigned staff; reviews employees' work; performs staff evaluations; instructs staff in policies and procedures.
- Assists managers and supervisors in financial matters pertaining to City operations.
- Compiles and prepares required state and federal reports for various government agencies; reviews, analyzes, evaluates, and implements improvements to fiscal control systems and procedures; works with independent auditors on annual audit compliance.
- Reviews, evaluates, and recommends improvements to the City's administrative and financial internal control systems and procedures and ensures audit compliance.
- Prepares monthly financial reports for the City Council, City Manager, and staff.
- Checks fund balances and recommends transfer of funds as necessary.
- Conducts internal training sessions in the areas of Finance.
- Performs special studies and duties as assigned by the City Manager.
- Represents the City administration's financial services to citizens, organizations, auditors, and other City agencies and governmental organizations; informs, answers inquiries, interprets policies, procedures, and actions; responds to problems by analyzing and developing recommendations for resolutions by instituting programs, procedures or systems.
- Participates in cross training and provides back up to other staff; assists other office personnel in performing related administrative support functions; serves as a backup to other Finance functions.
- Performs other duties as assigned.
- ~~Assume management responsibility for the City's financial services and activities including accounting, billing, budget, payroll, and purchasing.~~
- ~~Coordinate, develop, prepare, analyze and implement the biennial City, Public Financing Authority, and Successor Agency budget; prepare and present mid-year and year-end budget reports on revenue and expenses; prepare the long term financial and capital improvement plans for the City.~~
- ~~Ensure City compliance with State, Federal and other legal or fiscal requirements related to financial activities, including, but not limited to annual audits, financial reports and related documentation.~~
- ~~Prepare and supervise the preparation of reports to the State Controller, County Auditor Controller and other government agencies; meet and confer with outside agencies as needed.~~
- ~~Conduct studies relating to the development or rates and charges for utilities, impact fees and user charges; responsible for annual updates to the fees and charges.~~
- ~~Prepare and present oral and written financial reports and analysis, including City budgets.~~
- ~~Assist the City Treasurer with investments of City funds and banking services.~~
- ~~Develop and implement policies and procedures to govern the operations of the division and fiscal control systems; responsible for internal control procedures of the division and for the enterprise resource planning (ERP) system.~~
- ~~Train, motivate and evaluate Finance personnel; provide or coordinate staff training; work with employees to correct deficiencies; allocate personnel and resources as needed to meet the operational requirements of the division; assign projects and areas of responsibility; evaluate and review work methods and procedures.~~

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- ~~Participate in professional development organizations and programs; maintain knowledge of new trends and innovations in the field of financial services.~~
- ~~Respond to and resolve difficult and sensitive inquiries and complaints.~~
- ~~Prepare complex, highly sensitive reports, correspondence and closed session presentations.~~
- ~~Continually promote, in actions, words and writing, the highest customer service standards.~~
- ~~Provide highly responsible and complex administrative support to the City Manager's Office.~~

QUALIFICATIONS GUIDELINES

Knowledge of:

- Principles and practices of governmental accounting, GAAP, and GASB standards
- Budget development, monitoring, and administration (operating and capital budgets)
- Fund accounting and cost allocation principles for municipal operations
- Financial reporting and audit preparation, including the Annual Comprehensive Financial Report (ACFR)
- Revenue sources for California cities (property tax, sales tax, user fees, enterprise funds, etc.)
- Treasury, investments, and cash management practices
- Debt financing, bonds, and long-term capital planning
- Procurement and purchasing laws and policies
- Payroll, benefits accounting, and internal controls
- CalPERS and other pension accounting standards (GASB 68)
- Applicable federal, state, and local laws, including the California Government Code, Brown Act (as applicable to finance), and Prop 218/26
- ~~GASB standards and pronouncements~~
- ~~Maintaining general and subsidiary ledgers under Generally Accepted Accounting Principles applicable to California local governments~~
- ~~Monitoring program results and demonstrating outcomes both qualitatively and quantitatively~~
- ~~Reconciling and analyzing accounts and funds with a clear understanding of governmental accounting, such as: Prepaid Expenses, Deposits, Accrued Expenses, Investments, Capital Leases, interfund transfers, and CIP reporting~~
- ~~Writing and reviewing journal entries including maintenance of recurring journal entries and allocations in accordance with GAAP~~
- ~~Principles and practices applying to contract development and administration~~
- ~~Familiarity with pertinent federal, state and local laws, codes, and regulations~~
- ~~Principles of supervision, training, motivation, and performance evaluation~~

Ability to:

- Analyze complex financial and operational data and make sound, data-driven recommendations
- Develop and implement policies that enhance transparency and accountability
- Manage multiple projects, deadlines, and competing priorities
- Maintain confidentiality and professional integrity
- Build trust and effective relationships with elected officials, department heads, auditors, and the public
- Adapt to changing fiscal, regulatory, and technological environments
- Exercise independent judgment within established policy frameworks
- Communicate clearly and concisely, both orally and in writing
- ~~Prepare and present oral and written reports to the City Council, Commissions, outside agencies, boards and organizations~~
- ~~Manipulate data in a computerized environment, including mainframe and networked personal computers~~

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- ~~Prepare articulate and accurate spreadsheets, written reports and account analyses~~
- Ensure the timely reporting of all monthly financial information
- Research and prepare complex reports and analysis on a variety of subjects
- Recruit, retain, supervise, motivate and evaluate employees
- Understand, explain and apply policies and procedures
- ~~Represent the City in a variety of meetings and formats~~
- ~~Establish and maintain effective working relationships with the community at large, the City Council, internal management staff and the other public officials and agencies~~
- Respond to emergency and problem situations in an effective, efficient, and appropriate manner
- Deal constructively with conflict and resolve situations accordingly and effectively
- ~~"Multitask" to handle competing priorities and demands~~
- ~~Facilitate employee and community groups to work effectively and collaboratively~~
- Analyze and interpret department policies and procedures

Education/Training/Experience:

Bachelor's degree from an accredited college or university in accounting, finance, business administration, public administration, or a closely related field is required. A master's degree in a related field and/or possession of a valid California Certified Public Accountant (CPA) license is highly desirable.

The position requires a minimum of six (6) years of progressively responsible professional experience in accounting, finance, or public sector financial management, including at least two (2) years in a supervisory, administrative, or management capacity. Experience with municipal finance, budgeting, and financial reporting is strongly preferred. ~~This position requires six years of professional experience in accounting or finance, including at least two year in administration, leadership, and management. A Bachelor's degree in major accounting, finance, and administration, public administration, or closely related field; a license to practice as a CPA in the state of California is desirable.~~

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Licenses; Certificates; Special Requirements:

~~Must possess a current American Red Cross certificate in First Aid/CPR/AED for Schools and the Community or obtain within three months of employment as well as A~~a valid Class C California driver's license. ~~and the ability to maintain insurability under the City's Vehicle Usage Policy.~~

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

While performing the duties of this class, the employee is regularly required to sit, stand, walk, talk, and hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms; stoop, kneel, or crouch to access or place records or files; lift and carry records and documents, typically weighing less than 20 pounds. The employee must be able to physically lift, push, pull, and/or carry materials and equipment weighing up to 50 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

Mental Demands:

While performing the duties of this class, the employee is regularly required to use oral and written communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret data and situations; use math and mathematical reasoning; perform highly detailed work under changing, intensive

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deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with City officials, attorneys, union representatives, media, citizens groups, contractors, employees, management, and others encountered in the course of work; occasionally subject to conflicts.

WORK ENVIRONMENT

The employee primarily works in an office setting but works in the field in traveling to different ~~city~~ City facilities and events. In the office setting, the noise level is frequently quiet or moderately quiet. In field settings, the employee could be exposed to loud noise during sporting and recreational activities and be under variable weather conditions at different sites and events. Driving may be required to visit city facilities, and community and public meetings.

DISASTER SERVICE WORKERS

All City of Sierra Madre employees are designated Disaster Service Workers through state and local law (California Government Code Section 3100-3109). Employment with the City requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Worker-related training as assigned, and to return to work as ordered in the event of an emergency.

EQUAL OPPORTUNITY EMPLOYER

The City of Sierra Madre is an Equal Opportunity Employer. In compliance with the Americans With Disabilities Act, the City of Sierra Madre will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

This Job Description has been prepared for the City of Sierra Madre for using in planning, staffing, budgeting and/or evaluation of employees. It also provides employees with guide to the duties they are expected to effectively perform in the course of their employment with the City of Sierra Madre.

I have read the Job Description and believe that it does accurately define the job.

Employee Signature	Date
Department Head / Supervisor Signature	Date

Job Description

City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
(626) 355-7135
sierramadreca.gov

Job Title:	Finance Director
Department/Division:	Finance Department
Reports To:	City Manager
Exemption Status:	Exempt
Work Week:	Not Applicable
Classification:	Not Applicable
Bargaining Group:	Executive Management
Date Prepared:	October 28, 2025 (Revised)

GENERAL PURPOSE

Under the administrative direction of the City Manager, the Finance Director plans, organizes, and directs the City's financial operations in accordance with the Sierra Madre Municipal Code and applicable state and federal regulations. This position oversees all activities of the Finance Department, including accounting, budgeting, payroll, accounts payable, purchasing, utility billing, and financial reporting. The Finance Director coordinates with the City Treasurer, City departments, elected officials, and external agencies to ensure effective financial management and compliance.

The position is responsible for developing, implementing, and administering the City's annual operating budget and capital improvement program, providing strategic financial analysis, and ensuring sound fiscal policies and internal controls. The Finance Director also provides high-level, complex administrative and policy support to the City Manager, offering recommendations on financial planning, risk management, revenue strategies, and resource allocation to support City goals and priorities.

CLASSIFICATION CHARACTERISTICS

Not Applicable

ESSENTIAL FUNCTIONS

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Develops and implements goals, objectives, and priorities, working closely with the City Manager, related to the City's finances; provides general supervision over staff engaged in finance and accounting related work; assists the City Manager in the administration of the citywide budget.
- Assists the City Manager in the coordination and preparation of the City's annual operating and capital budget; prepares City revenue estimates; checks revenue and expenditure estimates and forecasts; participates in budget meetings with City staff; compiles proposed and adopted budgets for publication.
- Manages the City's finances, utility billing, accounting, accounts payable, investments, payroll, and purchasing.

- Monitors and participates in the City's accounting activities, including accounts payable, receivable, purchasing and payroll; reviews purchases and contracts for compliance with City ordinances, rules and procedures, and to determine that expenditures are made in accordance with the terms of the contract.
- Serves as the fiscal officer for the City's successor agency.
- Plans and develops accounting procedures for bookkeeping and processing of claims, expenditures, purchases, budget data, salary warrants, receipts and subventions, journal entries, and the general ledger.
- Supervises assigned staff; reviews employees' work; performs staff evaluations; instructs staff in policies and procedures.
- Assists managers and supervisors in financial matters pertaining to City operations.
- Compiles and prepares required state and federal reports for various government agencies; reviews, analyzes, evaluates, and implements improvements to fiscal control systems and procedures; works with independent auditors on annual audit compliance.
- Reviews, evaluates, and recommends improvements to the City's administrative and financial internal control systems and procedures and ensures audit compliance.
- Prepares monthly financial reports for the City Council, City Manager, and staff.
- Checks fund balances and recommends transfer of funds as necessary.
- Conducts internal training sessions in the areas of Finance.
- Performs special studies and duties as assigned by the City Manager.
- Represents the City administration's financial services to citizens, organizations, auditors, and other City agencies and governmental organizations; informs, answers inquiries, interprets policies, procedures, and actions; responds to problems by analyzing and developing recommendations for resolutions by instituting programs, procedures or systems.
- Participates in cross training and provides back up to other staff; assists other office personnel in performing related administrative support functions; serves as a backup to other Finance functions.
- Performs other duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge of:

- Principles and practices of governmental accounting, GAAP, and GASB standards
- Budget development, monitoring, and administration (operating and capital budgets)
- Fund accounting and cost allocation principles for municipal operations
- Financial reporting and audit preparation, including the Annual Comprehensive Financial Report (ACFR)
- Revenue sources for California cities (property tax, sales tax, user fees, enterprise funds, etc.)
- Treasury, investments, and cash management practices
- Debt financing, bonds, and long-term capital planning
- Procurement and purchasing laws and policies
- Payroll, benefits accounting, and internal controls
- CalPERS and other pension accounting standards (GASB 68)
- Applicable federal, state, and local laws, including the California Government Code, Brown Act (as applicable to finance), and Prop 218/26

Ability to:

- Analyze complex financial and operational data and make sound, data-driven recommendations
- Develop and implement policies that enhance transparency and accountability
- Manage multiple projects, deadlines, and competing priorities
- Maintain confidentiality and professional integrity
- Build trust and effective relationships with elected officials, department heads, auditors, and the public
- Adapt to changing fiscal, regulatory, and technological environments

- Exercise independent judgment within established policy frameworks
- Communicate clearly and concisely, both orally and in writing
- Ensure the timely reporting of all monthly financial information
- Research and prepare complex reports and analysis on a variety of subjects
- Recruit, retain, supervise, motivate and evaluate employees
- Understand, explain and apply policies and procedures
- Respond to emergency and problem situations in an effective, efficient, and appropriate manner
- Deal constructively with conflict and resolve situations accordingly and effectively
- Analyze and interpret department policies and procedures

Education/Training/Experience:

Bachelor's degree from an accredited college or university in accounting, finance, business administration, public administration, or a closely related field is required. A master's degree in a related field and/or possession of a valid California Certified Public Accountant (CPA) license is highly desirable.

The position requires a minimum of six (6) years of progressively responsible professional experience in accounting, finance, or public sector financial management, including at least two (2) years in a supervisory, administrative, or management capacity. Experience with municipal finance, budgeting, and financial reporting is strongly preferred.

Licenses; Certificates; Special Requirements:

A valid Class C California driver's license.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

While performing the duties of this class, the employee is regularly required to sit, stand, walk, talk, and hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms; stoop, kneel, or crouch to access or place records or files; lift and carry records and documents, typically weighing less than 20 pounds. The employee must be able to physically lift, push, pull, and/or carry materials and equipment weighing up to 50 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

Mental Demands:

While performing the duties of this class, the employee is regularly required to use oral and written communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret data and situations; use math and mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with City officials, attorneys, union representatives, media, citizens groups, contractors, employees, management, and others encountered in the course of work; occasionally subject to conflicts.

WORK ENVIRONMENT

The employee primarily works in an office setting but works in the field in traveling to different City facilities and events. In the office setting, the noise level is frequently quiet or moderately quiet. In field settings, the employee could be exposed to loud noise during sporting and recreational activities and be under variable weather conditions at different sites and events. Driving may be required to visit city facilities, and community and public meetings.

DISASTER SERVICE WORKERS

All City of Sierra Madre employees are designated Disaster Service Workers through state and local law (California Government Code Section 3100-3109). Employment with the City requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Worker-related training as assigned, and to return to work as ordered in the event of an emergency.

EQUAL OPPORTUNITY EMPLOYER

The City of Sierra Madre is an Equal Opportunity Employer. In compliance with the Americans With Disabilities Act, the City of Sierra Madre will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

This Job Description has been prepared for the City of Sierra Madre for using in planning, staffing, budgeting and/or evaluation of employees. It also provides employees with guide to the duties they are expected to effectively perform in the course of their employment with the City of Sierra Madre.

I have read the Job Description and believe that it does accurately define the job.

Employee Signature	Date
Department Head / Supervisor Signature	Date

		Step 1	Step 5	Step 7	Step 9	Step 10	Step 12	Step 20	Note:
Santa Fe Springs	Director of Finance	$ 15,974.54				$ 19,829.34			
Commerce	Director of Finance & City Treasurer	$ 14,241.71	$ 17,351.99						
Westlake Village	Finance Director	$ 13,561.00				$ 20,462.00			
La Canada Flintridge	Director of Finance	$ 11,615.00		$ 15,565.00					
Hawaiian Gardens	Director of Finance	$ 10,551.00	$ 12,825.00						
Artesia									Finance Manager
Claremont	Finance Director	$ 14,520.31						$ 17,541.94	
San Dimas	Director of Administrative Services/City Treasurer	$ 15,581.00			$ 18,939.00				
South Pasadena	Finance Director	$ 11,419.00		$ 15,303.00					
San Marino	Finance Director	$ 15,032.00	$ 18,272.00						
Signal Hill	Administrative Services Officer/Finance Director	$ 14,938.42					$ 19,600.49		
	Average	**$ 13,743.40**						**$ 17,568.98**	
	Median	**$ 14,381.01**						**$ 17,906.97**	
Sierra Madre		**$ 12,346.00**				**$ 15,419.00**			
	Average Variance ($)	$ (1,397.40)				$ (2,149.98)			
	Average Variance (%)	-11.3%				-13.9%			
	Median Variance ($)	$ (2,035.01)				$ (2,487.97)			
	Median Variance (%)	-16.5%				-16.14%			

Salary Matrix - Executive Management

Range	Position Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
39	Fire Chief	Annual Salary	$ 143,229	$ 146,806	$ 150,467	$ 154,232	$ 158,080	$ 162,032	$ 166,088	$ 170,248	$ 174,491	$ 178,859
		Hourly	$ 68.86	$ 70.58	$ 72.34	$ 74.15	$ 76.00	$ 77.90	$ 79.85	$ 81.85	$ 83.89	$ 85.99
40	Utilities Director Administrative Services Director/City Clerk Planning & Community Preservation Director	Annual Salary	$ 133,910	$ 137,238	$ 140,670	$ 144,186	$ 147,805	$ 151,486	$ 155,293	$ 159,162	$ 163,134	$ 167,232
		Hourly	$ 64.38	$ 65.98	$ 67.63	$ 69.32	$ 71.06	$ 72.83	$ 74.66	$ 76.52	$ 78.43	$ 80.40
43	Police Chief	Annual Salary	$ 143,229	$ 146,806	$ 150,467	$ 154,232	$ 158,080	$ 162,032	$ 166,088	$ 170,248	$ 174,491	$ 178,859
		Hourly	$ 68.86	$ 70.58	$ 72.34	$ 74.15	$ 76.00	$ 77.90	$ 79.85	$ 81.85	$ 83.89	$ 85.99
406	Library Services Director	Annual Salary	$ 82,618	$ 84,677	$ 86,798	$ 88,962	$ 91,187	$ 93,475	$ 95,805	$ 98,197	$ 100,651	$ 103,168
		Hourly	$ 39.72	$ 40.71	$ 41.73	$ 42.77	$ 43.84	$ 44.94	$ 46.06	$ 47.21	$ 48.39	$ 49.60
46	Assistant City Manager	Annual Salary	$ 138,798	$ 145,746	$ 153,026	$ 160,680	$ 168,730	$ 177,154	$ 186,014	$ 195,312	$ 205,088	$ 215,342
		Hourly	$ 66.73	$ 70.07	$ 73.57	$ 77.25	$ 81.12	$ 85.17	$ 89.43	$ 93.90	$ 98.60	$ 103.53
405	Public Works Director / Civil Engineer Finance Director	Annual Salary	$ 167,232	$ 171,413	$ 175,698	$ 180,086	$ 184,600	$ 189,218	$ 193,939	$ 198,786	$ 203,757	$ 208,853
		Hourly	$ 80.40	$ 82.41	$ 84.47	$ 86.58	$ 88.75	$ 90.97	$ 93.24	$ 95.57	$ 97.96	$ 100.41

Amended Range 39 - effective July 2, 2023 - Resolution 23-54

Amended Range 40 - effective July 1, 2025 - Resolution 25-36

Added Range 405 - Effective October 28, 2025 Resolution 25-64

Added Finance Director to Range 405 Effective November 30, 2025 Resolution 25-68

CITY OF
SIERRA MADRE

STAFF REPORT

INFORMATION TECHNOLOGY

DATE: November 18, 2025

TO: Honorable Mayor and City Council

FROM: Miguel Hernandez, Assistant City Manager
By: Oscar Millan, Information Technology Manager

SUBJECT: **Resolution No. 2025-70 Amending the Fiscal Year 2025/26 Budget Approving a Supplemental Budget Appropriation from the Public, Education, and Government (PEG) Fund Reserve and Approval of a Professional Services Agreement with Western Audio Visual & Security in an Amount Not to Exceed $128,503.03 for Audio/Visual System Upgrades to City Council Chambers**

RECOMMENDATION

It is recommended that the City Council:

1. Adopt Resolution No. 2025-70 amending the Fiscal Year 2025-26 budget approving a supplemental budget appropriation from the Public, Education, and Government (PEG) Special Revenue Fund; and
2. Authorize and direct the City Manager to execute a Professional Services Agreement with Western Audio Visual and Security for the City Council Chambers AV Upgrade in an amount not to exceed $128,503.03.

SUMMARY

Senate Bill (SB) 707, signed into law by Governor Gavin Newsom on October 3, 2025, modernizes the Brown Act by requiring cities to provide teleconference access to public meetings beginning July 1, 2026, with reliable two-way audio and visual, accessibility for individuals with disabilities, and opportunities for remote public participation. The proposed AV infrastructure upgrades directly support these requirements. By approving staff's recommendation now, the City would be compliant six (6) months before the July 1, 2026 deadline, positioning the City as proactively ahead of the mandate, allowing ample time for testing, training, and adjustments, and ensuring uninterrupted, accessible participation for the public.

DISCUSSION & ANALYSIS

The existing audio-visual system in the City Council Chambers has reached end-of-life and does not meet the needs of modern public meetings. The system has not seen a meaningful upgrade in nearly a decade, with some components of the current solution being over fifteen years old.

The system has experienced recurring issues with sound clarity, video projection and production, and streaming capabilities. Currently, staff and members of the public cannot reliably use remote teleconferencing options to participate in public meetings. To improve the quality and reliability of public meetings, both for in-person attendees and remote viewers, Information Technology solicited an updated proposal for a comprehensive AV system replacement that includes the required hardware, as well as the design and installation of the equipment for the City Council Chambers.

Per the City's procurement policy for computer technology and hardware, Information Technology informally solicited proposals for qualified vendors based on a design-bid process as opposed to an RFP process. This allowed the City to solicit proposals directly from qualified integrators with both a history of successfully completing City Council Chamber's upgrades in government facilities as well as knowledge of Senate Bill 707. The design-bid approach proves significantly beneficial for technology driven projects that require advanced engineering, installation, and design. This process also ensures that proposals meet the unique needs of the City. As part of the design-bid process, the City received four proposals:

VENDOR	LOCATION	AMOUNT
Community Media of the Foothills	Monrovia, CA	$97,635.00
Matrix Audio Visual Designs	Burbank, CA	$119,402.57
Western Audio/Visual & Security	**Fullerton, CA**	**$128,503.03**
Studio Spectrum	Burbank, CA	$121,858.44

Information Technology has determined that the proposal from Western Audio Visual & Security best meets the City's needs. Western Audio Visual & Security (WAVS) is a firm specializing in municipal and corporate AV design and installation. WAVS has over 30 years of experience and has successfully completed similar installations throughout Southern California, including the following neighboring cities: San Marino, Walnut, San Dimas, Covina, Duarte, Pomona, Irwindale, West Covina, Azusa, La Puente, El Monte, and Monterey Park.

While not the lowest bidder, we found that their extensive experience, strong reference checks, proven quality of work, and direct integration with our newly selected Agenda Management platform solidified their proposal as the best long-term solution for the City.

City Council Chambers Upgrade:

Advanced Displays and Integration of Existing Displays: The proposal includes modernizing from a ceiling mounted projector to a new 110" LG UHD commercial display. The proposal also includes integration of the four existing displays in the chambers. Advanced displays are a critical requirement for displaying highly detailed maps, graphs, and information to the public as well as individual control of each screen independently and with touch sensitive controls.
Advanced Audio System: The proposal includes replacing all of the microphones at the dais. This ensures that the audience, both in public and remote, can reliably hear the meeting and that high-fidelity audio is captured for recordings. The proposal also includes the installation of an assisted listening system for ADA Compliance, as mandated by SB 707.

Video Conferencing & Streaming: The existing cameras in the room will be replaced with 4K capable cameras that can be utilized for the live broadcast as well as for a video conference (Zoom, Teams, etc.).

Control & Integration: A new Crestron touch panel for easy meeting room control for City Clerk and support staff.

Wireless Presentation System: The proposal includes the installation of a wireless presentation system that allows anyone to connect their laptop, phone, or tablet to present from their device in the City Council Chambers.

The project scope also includes programming, cabling, testing, commissioning, and staff training. Deliverables such as as-built drawings, network schematics, and user manuals are also included. Upgrades to the Council Chambers are tentatively scheduled for the Council's holiday dark period, with an estimated completion of January 5th, 2026.

STRATEGIC PLAN RELATIONSHIP

1. Strategic Goal: Organization Stability – Goal 3: Invest in innovation and technology.
2. Strategic Goal: Community Enrichment – Goal 2: Improve Communication and Collaboration.
3. Strategic Goal: Community Enrichment – Goal 3: Provide Education on Critical Civic Issues

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

FISCAL IMPACT

There is no impact to the General Fund. This project will be funded entirely through Public, Educational, and Governmental (PEG) Access funds, which are restricted special revenues collected from cable franchise fees. The funds are designated by federal and state law for the purpose of supporting and improving community broadcasting, and related technology infrastructure. While there is no fiscal impact to the General Fund, this action will result in a PEG Fund expenditure of $128,503.03. Sufficient funding PEG funding is available for this project.

Approved by:

Michael Bruckner
City Manager

Attachment(s):

1. Resolution No. 2025-70
2. Professional Services Agreement with Western Audio Visual
3. Western Audio Visual Proposal

RESOLUTION NO 25-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AMENDING THE FISCAL YEAR 2025-26 BUDGET APPROVING A SUPPLEMENTAL BUDGET APPROPRIATION FROM THE PUBLIC EDUCATION AND GOVERNMENT FUND RESERVE.

RECITALS

WHEREAS, on June 10th 2025, the City of Sierra Madre City Council adopted the Fiscal Year 2025-26 Annual Budget via Resolution 25-39; and

WHEREAS, the City collects Public, Education, and Government (PEG) fees that are restricted for PEG capital expenditures, including equipment, broadcasting, and infrastructure supporting public access video and communication services; and the City collects Public, Education, and Government (PEG) fees that are restricted for PEG capital expenditures, including equipment, broadcasting, and infrastructure supporting public access video and communication services; and

WHEREAS, Senate Bill 707, signed into law on October 3, 2025, enacted major amendments to the Ralph M. Brown Act (Gov. Code § 54950 et seq.), including new requirements for eligible legislative bodies to provide expanded remote participation and accessibility options (including two-way telephonic or audiovisual access and live webcasting of meetings) beginning July 1, 2026; and

WHEREAS, the City of Sierra Madre proposed improvements funded by the Public, Education, and Government (PEG) Fund Reserve to upgrade the City's audio-visual, broadcasting, and streaming infrastructure will support implementation of SB 707 and enhance public access to City Council meetings;

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

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

SECTION 2. Appropriation. The sum of One Hundred and Twenty Eight Thousand and Five Hundred and Four Dollars ($128,504) is hereby appropriated from the Public, Education, and Government (PEG) Fund Reserve.

SECTION 3. CEQA. The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on 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 18th day of November, 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 18th day of November, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Laura Aguilar, City Clerk

Clear Form

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(City of Sierra Madre / Western A/V **)**

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Sierra Madre, a California municipal corporation ("City"), and Western A/V, a Stock Corporation ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: City Council Chambers Upgrade of Technology.

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 proposal to City dated 11/05/25 and attached hereto as Exhibit A and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is: Oscar Millan, IT Manager 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 One Hundred Twenty Eight Thousand Six Hundred Dollars ($128,600).

3.5. "Commencement Date": 11/18/25.

3.6. "Termination Date": 2/1/26.

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. Hailey Schellin 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 form 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 project name: City Council AV Upgrade
- 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**:	
o General Aggregate:	$2,000,000
o Products Comp/Op Aggregate	$2,000,000
o Personal & Advertising Injury	$1,000,000
o Each Occurrence	$1,000,000
o Fire Damage (any one fire)	$ 50,000
o Medical Expense (any 1 person)	$ 5,000
• **Workers' Compensation**:	
o Workers' Compensation	Statutory Limits
o EL Each Accident	$1,000,000
o EL Disease - Policy Limit	$1,000,000
o 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: Oscar Millan, 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
Oscar Millan
City of Sierra Madre
Information Technology
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email: omillan@sierramadrecagov

If to Consultant
Western A/V

1521 E. Orangethorpe Ave.
Fullerton, CA 92831

With courtesy copy to:
Aleks R. Giragosian, Esq.
Sierra Madre City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Suite 850
Pasadena, 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"	"CONSULTANT"
City of Sierra Madre	Western A/V

Authorized Signatories:

Signature:_____	Signature:_____
Printed:_____	Printed:_____
Title: _____	Title: _____
Date: _____	Date: _____

Attest:

Signature:_____

Printed:_____

Title: City Clerk

Date: _____

Approved as to Form:

Signature:_____

Printed:_____

Title: City Attorney

Date: _____

PROPOSAL

Council Chamber Upgrade

Quote Number:	WAV-0220
Revision:	0
Proposal Date:	11/5/2025

Presented By:

Western Audio Visual & Security

1592 N. Batavia Street, Suite 2
Orange, CA 92857

Hailey Schellin
(949) 584-7028
haileys@wav1.com

Working With WAVS

OUR COMPANY PROFILE

LET US BE YOUR GAME CHANGER

Years in the Industry	Top Ranked Service	Million $+ Projects	Certifications
34	#1	25+	100+

Western Audio Visual & Security is a design-build audio visual and security firm specializing in the design, engineering, installation, and service of corporate, civic and education audio visual and security systems. While we are primarily a Southern California based company, our coverage extends north to the central California region and east to Nevada and Arizona.

Our team is made up of highly recognized industry veterans with over 30 years of experience integrating solutions within executive boardrooms, conference rooms, auditoriums, training rooms, video conferencing suites, command/control centers and corporate headquarters throughout Southern California and beyond.

Starting with AV budgeting exercises and following through to post installation support, the Western Audio Visual & Security team is well equipped to take any project from it's design stage to final installation.

Audio-Visual Scope of Work (SOW)

1. Project Overview

This project entails the integration of a comprehensive AV system into the City of Sierra Madre's Council Chamber at City Hall. The system includes high-resolution video distribution, conferencing capabilities, sound reinforcement, remote management, and control using a robust Crestron-based control platform. Audio pickup and delivery will be managed using a Shure/Clock Audio microphone system with Biamp DSP processing and amplification. The design supports both in -room presentation and streaming/broadcast of events.

2. System Components and Functionality

2.1 Display System

- **1 × LG Commercial 110UM5K-B**
    - Large-format 110" UHD commercial display for primary visual presentations.
    - Mounted on a **Chief KITXWXSM1U** wall mount integrated into a **Western AV Custom Support Structure**.
    - Display is configured as the main room screen.
- **4 × Owner Furnished Existing Displays**
    - These displays will be integrated into the AV system via networked AV endpoints.
    - Assumed to be mounted and powered as existing infrastructure.

2.2 Video Distribution System (Crestron DM-NVX Series)

- **6 × DM-NVX-D200** (AV Decoders)
- **3 × DM-NVX-E20** (AV Encoders)

Function:

Provides 4K video-over-IP distribution via a 1Gb network infrastructure using the **NETGEAR GSM4248PX** managed AV switch. Enables video routing to/from multiple sources and displays across the network.

- Encoders will connect to PC sources and Crestron Air Media Wireless Presentation Gateway.
- Decoders will feed displays including the LG 110" and existing OFE displays.

2.3 Control System (Crestron)

- **1 × Crestron CP4N**: Central processor for AV control logic.
- **1 × Crestron TS-1070-B-S**: 10" Touchpanel for system control.

Function:

Provides intuitive, centralized control of AV routing, volume control, source selection, and device power. Touchpanels offer user-friendly interfaces for room users.

2.4 Audio System

Shure MXW Wireless Microphones

- **1 × MXWAPX4-Z10**: 4-channel access point transceiver.
- **1 × MXWNDX4G**, **1 × MXWNDX4**: Networked charging stations.
- **3 × MXW8X=-Z10**: Wireless desktop microphones.

- **1 × MXW2X/SM58=-Z**: Wireless handheld transmitter with SM58 capsule.

Clock Audio Microphones

- **9 × TS005**: Capacitive touch mute control buttons at each dais location.
- **9 × C 34E/SR-RF**: Gooseneck Microphones .
- **2 × CUT-4**, **1 × CUT-4-PSU**: Control interface units and PSU.

Function:

Provides a flexible microphone solution suitable for council chamber environments. Audio is transmitted via Dante to Biamp DSPs. Touch-to-talk logic and indicator LEDs controlled through DSP and control system.

Audio DSP & Amplification (Biamp)

- **1 × TesiraFORTE DAN CI**: 12 analog inputs, Dante enabled – for microphone processing.
- **1 × TesiraFORTE DAN VT**: 8 inputs/8 outputs – voice lift / conferencing processing.
- **1 × Voltera A 300.4**: 4-channel amplifier to power in-room loudspeakers.

Function:

Processes all microphone signals for echo cancellation, gating, mixing, and routing to speakers, recording, or SIP/VoIP conferencing. Provides clear audio reinforcement throughout the space.

2.5 Video Conferencing & Streaming

Cameras

- **4 × PTZOptics PT20X-4K-GY-G3**: 4K PTZ cameras for room coverage.
- **4 × PT-WM-3-BK**: Wall mounts for above cameras.

- **1 × PTZOptics PT-SUPERJOY-G1**: PTZ joystick controller for manual camera control.

Broadcast / Streaming Gear (Blackmagic & Decimator)

- **1 × ATEM 1 M/E Constellation 4K**: Video switcher for live production and camera mixing.
- **1 × ATEM 1 M/E Advanced Panel 10**: Hardware control surface for switcher.
- **4 × CONVMUDCSTD/HD**: Mini UpDownCross converters for signal compatibility.
- **1 × Decimator DD-DEC-2**: SDI/HDMI cross-converter/quad viewer.
- **1 × AJA U-TAP-SDI**: USB 3.0 video capture device for streaming into conferencing platforms.

Function:

Supports professional-grade video switching, production, and streaming for council meetings. Cameras feed into Blackmagic ATEM switcher and then routed to streaming platforms and PEG encoder (standard definition video)

2.6 Assisted Listening

- **1 × Listen Technologies LS-31-072**: Assisted listening system for ADA compliance.

Function:

Supports wireless hearing assistance with multiple receivers and transmitter base.

3. System Integration & Programming

- All networked AV devices (Crestron NVX, Shure, Biamp) will be configured over a dedicated AV VLAN.
- Crestron control processor will integrate and automate the system:
    - Source switching

- Audio levels
- Display control

- Programming includes creation of user-friendly GUI for control panels.
- All audio DSP programming (Biamp) and microphone settings (Shure, Clock Audio) will be optimized for the room's acoustic profile.
- Integration with streaming platforms (Zoom, Teams, etc.) supported via U-TAP-SDI.

4. Cabling & Infrastructure

- All low-voltage AV cabling will be installed in conduit or cable trays as per building code.
- Includes CAT6A for networked AV, shielded audio cabling, HDMI/SDI as required.
- OFE equipment will be tested and integrated as feasible.

5. Testing & Commissioning

- Full end-to-end testing of video, audio, control, and network systems.
- Commissioning of DSP, camera PTZ presets, audio gain structure.
- User Acceptance Testing (UAT) and documentation handoff.
- Training session(s) for end users and facilities staff.

6. Deliverables

- As-built drawings
- System programming source code and compiled files

- Network topology and IP addressing schematics
- User manuals and quick start guides
- Warranty and support documentation

7. Exclusions

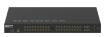
- Furniture and millwork
- Electrical outlets or high-voltage power
- OFE devices assumed functional and integratable

Council Chamber

Display System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Chief KITXWXSM1U** Ultrawide Micro-Adjustable Static Wall Mount, Extra-Large Kit	$1,000.60	$1,000.60
	1	**LG Commercial 110UM5K-B** 110'' UHD Signage Display with webOS 6.0, Pro:Idiom, Supports Crestron Connected, Cisco Certified, SuperSign Compatible	$18,848.91	$18,848.91
	4	**Owner Furnished Existing Displays & Mounts** [OFE]	$0.00	$0.00
	1	**Western AV Custom Support Structure**	$516.30	$516.30

Signal Distribution and Switching System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Crestron AM3-111 KIT** AirMedia Series 3 Kit with AM-3100-WF Receiver and AM-TX3-100 Adaptor	$1,303.19	$1,303.19
	6	**Crestron DM-NVX-D200** DM NVX 4K60 4:2:0 Network AV Decoder with Scaler [Now Accepting Orders]	$638.30	$3,829.80
	3	**Crestron DM-NVX-E20** DM NVX 4K60 4:2:0 Network AV Encoder [Now Accepting Orders]	$526.60	$1,579.80
	1	**NETGEAR GSM4248PX-100NAS** AV Line Managed Switch - 40 Ports - Manageable - 3 Layer Supported - Modular - 89.20 W Power Consumption - 960 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U - Rack-mountable, Table Top - Lifetime Limited Warranty	$2,638.04	$2,638.04

Audio System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Biamp TESIRAFORTE DAN CI** 12 X 8 Digital Audio Server With Acoustic Echo Cancellation	$2,570.65	$2,570.65
	1	**Biamp TesiraFORTÉ DAN VT** Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	$2,809.78	$2,809.78
	1	**Biamp Voltera A 300.4** Four-channel, 300-watt analog amplifier	$706.52	$706.52
	9	**Clock Audio C 34E/SR-RF** Gooseneck Cardioid Microphone, semi rigid, 18.8", black color	$270.00	$2,430.00

	2	**Clock Audio CUT-4**	$570.65	$1,141.30
		The CUT-4 logic interface is the ideal interface for adding Clockaudio RGB LED touch buttons and other Clockaudio control devices to a networked system. Installation is simplified with pre-configured Touch Switch and ARM-C ports. Compatible with most DSP and control systems. Up to 6 CUT-4 units		
	1	**Clock Audio CUT-4-PSU**	$678.26	$678.26
		The CUT-4 logic interface is the ideal interface for adding Clockaudio RGB LED touch buttons and other Clockaudio control devices to a networked system. Installation is simplified with pre-configured Touch Switch and ARM-C ports. Compatible with most DSP and control systems. Up to 6 CUT-4 units		
	9	**Clock Audio TS005**	$150.00	$1,350.00
		Capacitive Touch Switch, Black		
	1	**Listen Technologies LS-31-072**	$1,444.46	$1,444.46
		Listen iDSP Essentials Level 2 Stationary RF System (72 MHz)		
	2	**Shure MX410RLPDF/C**	$203.42	$406.84
		10" Shock-Mounted Gooseneck, Red LED Ring on top, Less Preamplifier, Dual Flexible, Cardioid		
	2	**Shure MXW2X/SM58=-Z**	$457.14	$914.28
	2	**Shure MXW8X=-Z10**	$536.96	$1,073.92
		Desktop Based Gooseneck Transmitter		
	1	**Shure MXWAPX4-Z10**	$2,300.65	$2,300.65
		Access Point - 4 Ch.		
	1	**Shure MXWNDX4**	$767.23	$767.23
		Networked Docking Stations That Can Charge 4 MXW Next Transmitters Without Removing The Battery, Compatible with MXW next Bodypack, Handheld, And Boundary Transmitters		
	1	**Shure MXWNDX4G**	$851.90	$851.90
		Networked Docking Stations That Can Charge 4 MXW Next Transmitters Without Removing The Battery, Compatible with MXW Next Gooseneck Boundary Transmitters Only		

Control System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Crestron CP4N**	$1,638.30	$1,638.30
		4-Series Control System		
	1	**Crestron TS-1070-B-S**	$1,738.30	$1,738.30
		10.1" Tabletop Touch Screen, Black Smooth		

Camera System

	Quantity	Manufacturer/Model	Unit Price	Extended Price

	4	**PTZOptics PT20X-4K-GY-G3**	$1,985.87	$7,943.48
	1	**PTZOptics PT-SUPERJOY-G1** IP & Serial PTZ Camera Joystick Controller | PTZOptics VISCA, VISCA over IP & NDI Joystick Controller | PoE & Universal Power Supply (A, C, G, I)	$1,098.91	$1,098.91
	4	**PTZOptics PT-WM-3-BK**	$93.48	$373.92

Broadcast System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**AJA U-TAP-SDI** U-TAP USB 3.0 (3.2 Gen 1) Powered SDI Capture Device	$477.17	$477.17
	1	**Blackmagic Design ATEM 1 M/E ADVANCED PANEL 10** Control panel for all ATEM switchers	$3,672.83	$3,672.83
	1	**Blackmagic Design ATEM 1 M/E Constellation 4K** Powerful 1 M/E Ultra HD live production switcher	$2,146.74	$2,146.74
	4	**Blackmagic Design CONVMUDCSTD/HD** Blackmagic Design Mini Converter UpDownCross HD	$172.83	$691.32
	1	**Blackmagic Design WEB PRESENTER 4K** Compact desktop device - 4K	$875.00	$875.00
	1	**Decimator Design DD-DEC-2**	$413.04	$413.04

Shipping, Handling & Consumables

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	**Western AV Cable and Connectors**	$1,782.40	$1,782.40
1	**Western AV Equipment Rack Hardware** Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$891.20	$891.20
1	**Western AV Installing Hardware & Accessories** Installing Hardware & Accessories	$891.20	$891.20
1	**Western AV Tariff Surcharge** Tariff Surcharge Subject to Change	$1,239.82	$1,239.82

Labor

Installation Labor

Quantity	Manufacturer/Model	Unit Price	Extended Price

1	**Western AV Engineering & Drafting**	**$0.00**	**$4,342.72**
	Engineering & Drafting costs include site walks, creation of drawings, design review, installer support, meetings etc.		
1	**Western AV Project Management**	**$0.00**	**$1,942.88**
	Project Management costs include meetings, site walks, project coordination / scheduling etc.		
1	**Western AV: Closing & Commissioning**		**$4,857.20**
	Training, Closing, Commissioning costs include updating all devices to the latest firmware, testing, troubleshooting, device configuring and training clients.		
1	**Western AV: Installation Labor**		**$24,771.72**
	Installation Labor includes pre-wire structure building, cable pulling, device installation, equipment rack fabrications, and testing.		
1	**Western AV: Programming**		**$6,857.20**
	Programming costs include user interface designing, off-site and on-site programming.		

Equipment:	**$75,036.06**
Labor:	**$42,771.72**
G & A:	**$453.00**
Travel:	**$0.00**
Bond:	**$0.00**
Shipping:	**$2,138.88**
Electronic Waste:	**$0.00**

Council Chamber Subtotal Without Tax	**$120,399.66**

LOCATION SUMMARY

Location	Installed Price
Council Chamber	$120,399.66
Grand Total:	**$120,399.66**

Service & Preventative Maintenance	$0.00	Annually

Year 1: $4,904.80 (25% OFF FIRST YEAR)
Year 2: $6,131.00
Year 3: $6,131.00
Year 4: $6,131.00
Year 5: $6,131.00

PROJECT SUMMARY

COST BREAKDOWN

Equipment:	$75,036.06
Labor:	$42,771.72
G & A:	$453.00
Travel:	$0.00
Bond:	$0.00
Shipping and Handling:	$2,138.88
Electronic Waste Recycling:	$0.00
Sales Tax:	$8,103.37
Grand Total:	**$128,503.03**

PAYMENT TERMS

100% Equipment Upon Order, Progress Billing for Labor

Due to tariffs imposed on foreign products, prices are subject to increase without prior notice.

The sales tax is subject to change—in the event of a an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

City of Sierra Madre	**0scar Millan**	**Date**
WAVS	**Hailey Schellin**	**Date**

PROPOSAL

Council Chamber Upgrade

Quote Number:	WAV-0220
Revision:	0
Proposal Date:	11/5/2025

Presented By:

Western Audio Visual & Security

1592 N. Batavia Street, Suite 2
Orange, CA 92857

Hailey Schellin
(949) 584-7028
haileys@wav1.com

Working With WAVS

OUR COMPANY PROFILE

LET US BE YOUR GAME CHANGER

Years in the Industry	Top Ranked Service	Million $+ Projects	Certifications
34	#1	25+	100+

Western Audio Visual & Security is a design-build audio visual and security firm specializing in the design, engineering, installation, and service of corporate, civic and education audio visual and security systems. While we are primarily a Southern California based company, our coverage extends north to the central California region and east to Nevada and Arizona.

Our team is made up of highly recognized industry veterans with over 30 years of experience integrating solutions within executive boardrooms, conference rooms, auditoriums, training rooms, video conferencing suites, command/control centers and corporate headquarters throughout Southern California and beyond.

Starting with AV budgeting exercises and following through to post installation support, the Western Audio Visual & Security team is well equipped to take any project from it's design stage to final installation.

Audio-Visual Scope of Work (SOW)

1. Project Overview

This project entails the integration of a comprehensive AV system into the City of Sierra Madre's Council Chamber at City Hall. The system includes high-resolution video distribution, conferencing capabilities, sound reinforcement, remote management, and control using a robust Crestron-based control platform. Audio pickup and delivery will be managed using a Shure/Clock Audio microphone system with Biamp DSP processing and amplification. The design supports both in -room presentation and streaming/broadcast of events.

2. System Components and Functionality

2.1 Display System

- **1 × LG Commercial 110UM5K-B**
    - Large-format 110" UHD commercial display for primary visual presentations.
    - Mounted on a **Chief KITXWXSM1U** wall mount integrated into a **Western AV Custom Support Structure**.
    - Display is configured as the main room screen.
- **4 × Owner Furnished Existing Displays**
    - These displays will be integrated into the AV system via networked AV endpoints.
    - Assumed to be mounted and powered as existing infrastructure.

2.2 Video Distribution System (Crestron DM-NVX Series)

- **6 × DM-NVX-D200** (AV Decoders)
- **3 × DM-NVX-E20** (AV Encoders)

Function:

Provides 4K video-over-IP distribution via a 1Gb network infrastructure using the **NETGEAR GSM4248PX** managed AV switch. Enables video routing to/from multiple sources and displays across the network.

- Encoders will connect to PC sources and Crestron Air Media Wireless Presentation Gateway.
- Decoders will feed displays including the LG 110" and existing OFE displays.

2.3 Control System (Crestron)

- **1 × Crestron CP4N**: Central processor for AV control logic.
- **1 × Crestron TS-1070-B-S**: 10" Touchpanel for system control.

Function:

Provides intuitive, centralized control of AV routing, volume control, source selection, and device power. Touchpanels offer user-friendly interfaces for room users.

2.4 Audio System

Shure MXW Wireless Microphones

- **1 × MXWAPX4-Z10**: 4-channel access point transceiver.
- **1 × MXWNDX4G**, **1 × MXWNDX4**: Networked charging stations.
- **3 × MXW8X=-Z10**: Wireless desktop microphones.

- **1 × MXW2X/SM58=-Z**: Wireless handheld transmitter with SM58 capsule.

Clock Audio Microphones

- **9 × TS005**: Capacitive touch mute control buttons at each dais location.
- **9 × C 34E/SR-RF**: Gooseneck Microphones .
- **2 × CUT-4**, **1 × CUT-4-PSU**: Control interface units and PSU.

Function:

Provides a flexible microphone solution suitable for council chamber environments. Audio is transmitted via Dante to Biamp DSPs. Touch-to-talk logic and indicator LEDs controlled through DSP and control system.

Audio DSP & Amplification (Biamp)

- **1 × TesiraFORTE DAN CI**: 12 analog inputs, Dante enabled – for microphone processing.
- **1 × TesiraFORTE DAN VT**: 8 inputs/8 outputs – voice lift / conferencing processing.
- **1 × Voltera A 300.4**: 4-channel amplifier to power in-room loudspeakers.

Function:

Processes all microphone signals for echo cancellation, gating, mixing, and routing to speakers, recording, or SIP/VoIP conferencing. Provides clear audio reinforcement throughout the space.

2.5 Video Conferencing & Streaming

Cameras

- **4 × PTZOptics PT20X-4K-GY-G3**: 4K PTZ cameras for room coverage.
- **4 × PT-WM-3-BK**: Wall mounts for above cameras.

- **1 × PTZOptics PT-SUPERJOY-G1**: PTZ joystick controller for manual camera control.

Broadcast / Streaming Gear (Blackmagic & Decimator)

- **1 × ATEM 1 M/E Constellation 4K**: Video switcher for live production and camera mixing.
- **1 × ATEM 1 M/E Advanced Panel 10**: Hardware control surface for switcher.
- **4 × CONVMUDCSTD/HD**: Mini UpDownCross converters for signal compatibility.
- **1 × Decimator DD-DEC-2**: SDI/HDMI cross-converter/quad viewer.
- **1 × AJA U-TAP-SDI**: USB 3.0 video capture device for streaming into conferencing platforms.

Function:

Supports professional-grade video switching, production, and streaming for council meetings. Cameras feed into Blackmagic ATEM switcher and then routed to streaming platforms and PEG encoder (standard definition video)

2.6 Assisted Listening

- **1 × Listen Technologies LS-31-072**: Assisted listening system for ADA compliance.

Function:

Supports wireless hearing assistance with multiple receivers and transmitter base.

3. System Integration & Programming

- All networked AV devices (Crestron NVX, Shure, Biamp) will be configured over a dedicated AV VLAN.
- Crestron control processor will integrate and automate the system:
    - Source switching

- Audio levels
- Display control

- Programming includes creation of user-friendly GUI for control panels.
- All audio DSP programming (Biamp) and microphone settings (Shure, Clock Audio) will be optimized for the room's acoustic profile.
- Integration with streaming platforms (Zoom, Teams, etc.) supported via U-TAP-SDI.

4. Cabling & Infrastructure

- All low-voltage AV cabling will be installed in conduit or cable trays as per building code.
- Includes CAT6A for networked AV, shielded audio cabling, HDMI/SDI as required.
- OFE equipment will be tested and integrated as feasible.

5. Testing & Commissioning

- Full end-to-end testing of video, audio, control, and network systems.
- Commissioning of DSP, camera PTZ presets, audio gain structure.
- User Acceptance Testing (UAT) and documentation handoff.
- Training session(s) for end users and facilities staff.

6. Deliverables

- As-built drawings
- System programming source code and compiled files

- Network topology and IP addressing schematics
- User manuals and quick start guides
- Warranty and support documentation

7. Exclusions

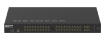
- Furniture and millwork
- Electrical outlets or high-voltage power
- OFE devices assumed functional and integratable

Council Chamber

Display System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Chief KITXWXSM1U** Ultrawide Micro-Adjustable Static Wall Mount, Extra-Large Kit	$1,000.60	$1,000.60
	1	**LG Commercial 110UM5K-B** 110'' UHD Signage Display with webOS 6.0, Pro:Idiom, Supports Crestron Connected, Cisco Certified, SuperSign Compatible	$18,848.91	$18,848.91
	4	**Owner Furnished Existing Displays & Mounts** [OFE]	$0.00	$0.00
	1	**Western AV Custom Support Structure**	$516.30	$516.30

Signal Distribution and Switching System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Crestron AM3-111 KIT** AirMedia Series 3 Kit with AM-3100-WF Receiver and AM-TX3-100 Adaptor	$1,303.19	$1,303.19
	6	**Crestron DM-NVX-D200** DM NVX 4K60 4:2:0 Network AV Decoder with Scaler [Now Accepting Orders]	$638.30	$3,829.80
	3	**Crestron DM-NVX-E20** DM NVX 4K60 4:2:0 Network AV Encoder [Now Accepting Orders]	$526.60	$1,579.80
	1	**NETGEAR GSM4248PX-100NAS** AV Line Managed Switch - 40 Ports - Manageable - 3 Layer Supported - Modular - 89.20 W Power Consumption - 960 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U - Rack-mountable, Table Top - Lifetime Limited Warranty	$2,638.04	$2,638.04

Audio System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Biamp TESIRAFORTE DAN CI** 12 X 8 Digital Audio Server With Acoustic Echo Cancellation	$2,570.65	$2,570.65
	1	**Biamp TesiraFORTÉ DAN VT** Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	$2,809.78	$2,809.78
	1	**Biamp Voltera A 300.4** Four-channel, 300-watt analog amplifier	$706.52	$706.52
	9	**Clock Audio C 34E/SR-RF** Gooseneck Cardioid Microphone, semi rigid, 18.8", black color	$270.00	$2,430.00

	2	**Clock Audio CUT-4**	$570.65	$1,141.30
		The CUT-4 logic interface is the ideal interface for adding Clockaudio RGB LED touch buttons and other Clockaudio control devices to a networked system. Installation is simplified with pre-configured Touch Switch and ARM-C ports. Compatible with most DSP and control systems. Up to 6 CUT-4 units		
	1	**Clock Audio CUT-4-PSU**	$678.26	$678.26
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	9	**Clock Audio TS005**	$150.00	$1,350.00
		Capacitive Touch Switch, Black		
	1	**Listen Technologies LS-31-072**	$1,444.46	$1,444.46
		Listen iDSP Essentials Level 2 Stationary RF System (72 MHz)		
	2	**Shure MX410RLPDF/C**	$203.42	$406.84
		10" Shock-Mounted Gooseneck, Red LED Ring on top, Less Preamplifier, Dual Flexible, Cardioid		
	2	**Shure MXW2X/SM58=-Z**	$457.14	$914.28
	2	**Shure MXW8X=-Z10**	$536.96	$1,073.92
		Desktop Based Gooseneck Transmitter		
	1	**Shure MXWAPX4-Z10**	$2,300.65	$2,300.65
		Access Point - 4 Ch.		
	1	**Shure MXWNDX4**	$767.23	$767.23
		Networked Docking Stations That Can Charge 4 MXW Next Transmitters Without Removing The Battery, Compatible with MXW next Bodypack, Handheld, And Boundary Transmitters		
	1	**Shure MXWNDX4G**	$851.90	$851.90
		Networked Docking Stations That Can Charge 4 MXW Next Transmitters Without Removing The Battery, Compatible with MXW Next Gooseneck Boundary Transmitters Only		

Control System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Crestron CP4N**	$1,638.30	$1,638.30
		4-Series Control System		
	1	**Crestron TS-1070-B-S**	$1,738.30	$1,738.30
		10.1" Tabletop Touch Screen, Black Smooth		

Camera System

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Installation Labor

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Bond:	**$0.00**
Shipping:	**$2,138.88**
Electronic Waste:	**$0.00**

Council Chamber Subtotal Without Tax	**$120,399.66**

LOCATION SUMMARY

Location	Installed Price
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Grand Total:	**$120,399.66**

Service & Preventative Maintenance	$0.00	Annually

Year 1: $4,904.80 (25% OFF FIRST YEAR)
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Year 4: $6,131.00
Year 5: $6,131.00

PROJECT SUMMARY

COST BREAKDOWN

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G & A:	$453.00
Travel:	$0.00
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City of Sierra Madre	**0scar Millan**	**Date**
WAVS	**Hailey Schellin**	**Date**