

# **CITY COUNCIL**

## **MEETING AGENDA PACKET**

Tuesday, March 11, 2025  
5:30 pm



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

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

**AGENDA  
REGULAR MEETING  
SIERRA MADRE CITY COUNCIL**

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

*Sue Spears, City Treasurer*

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

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



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

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

**CODE OF CONDUCT**

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

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

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

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

Mayor Pro Tem Lowe

### **APPROVAL OF MEETING AGENDA**

Vote of the City Council to proceed with City business.

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

Report out from the February 25, 2025 Closed Session.

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

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

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

### **APPROVAL OF MEETING MINUTES**

Approval of February 25, 2025, Regular City Council meeting minutes

Approval of March 4, 2025, Special City Council meeting minutes

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

Reporting of Council Members' activities related to City business.

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

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

### **PUBLIC COMMENT**

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

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

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

Provide Public Comment for Topics not on the Meeting Agenda

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

Providing Public Comment

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

**PRESENTATIONS**

- 1. PROCLAMATION IN RECOGNITION OF WORLD CENTRAL KITCHEN FOR THEIR CONTRIBUTIONS OF DISASTER RELIEF EFFORTS TO COMMUNITIES IMPACTED BY THE EATON FIRE**

**ACTION ITEMS**

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

**CONSENT**

- a) CONSIDERATION OF RESOLUTION 25-18 APPROVING CERTAIN DEMANDS**  
It is recommended that the City Council approve Resolution 25-18 approving payment of City Warrants in the aggregate amount of \$332,160.70, Sierra Madre Library Warrants in the aggregate amount of \$62,559.44, and Payroll Transfer in the aggregate amount of \$569,588.57; for the Fiscal Year ending June 30, 2025.
- b) CONSIDERATION OF THE FOURTEENTH TOLLING AGREEMENT WITH GINKO STONEHOUSE, LLC**  
It is recommended that the City Council adopt the Fourteenth Tolling Agreement with Ginko Stonehouse, LLC
- c) REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL AUDITING SERVICES FOR FISCAL YEARS 2025-2025, 2026-2027, AND 2027-2028**  
It is recommended that the City Council authorize the issuance of a Request for Proposals for Professional Auditing Services for three fiscal years, with an option to renew for two additional fiscal years.
- d) CONSIDERATION OF SUPPORT FOR CALIFORNIA'S FEDERAL SUPPLEMENTAL APPROPRIATIONS REQUEST**  
It is recommended that the City Council approve a letter of support for California's request for federal supplemental appropriations to assist in disaster recovery and wildfire resilience efforts following the January 2025 Los Angeles firestorms.

e) **APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COUNTY OF LOS ANGELES FOR ADMINISTRATION OF THE RIGHT-OF-ENTRY (ROE) PROGRAM REQUIRED FOR THE PHASE 2 PRIVATE PROPERTY DEBRIS REMOVAL PROGRAM**

It is recommended that the City Council execute the MOU with the County of Los Angeles for administration of the ROE Program required for the Phase 2 Private Property Debris Removal Program

f) **NOTIFICATION OF EMERGENCY PUBLIC WORKS CONTRACT FOR FLORAL DEBRIS BASIN CLEANOUT BY NORTHWEST EXCAVATING, INC.**

It is recommended that the City Council receive an file the notification of an emergency Public Works contract for emergency debris removal at the Floral Debris Basin, following the 2025 mid-February winter storm event.

**ACTION ITEMS**

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

**PUBLIC HEARING**

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

**AVAILABILITY OF AGENDA MATERIALS**

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

**LIVE BROADCASTS**

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

**MEETING ASSISTANCE**

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

**ADJOURNMENT**

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

**AGENDA  
SPECIAL MEETING  
SIERRA MADRE CITY COUNCIL**

**Tuesday, March 4, 2025  
5:30 pm**

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

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

*Sue Spears, City Treasurer*



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

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

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

Absent: Council Member Kelly Kriebs (excused)

Also Present: Jose Reynoso, City Manager  
Miguel Hernandez, Assistant City Manager  
Aleks Giragosian, City Attorney  
Laura Aguilar, Deputy City Manager/City Clerk  
James Carlson, Senior Management Analyst  
Fire Chief Brent Bartlett

**PLEDGE OF ALLEGIANCE**

Mayor Parkhurst

**APPROVAL OF MEETING AGENDA**

Vote of the City Council to proceed with City business.

Council Member Garcia 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, and Council Members Garcia and Goss

Noes: None.

Absent: Kriebs (excused)

Abstain: None.

The motion to move approve the agenda as presented was passed by all members present.

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

### **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.*

### **DISCUSSION**

#### **1. CONSIDERATION OF SUPPORT FOR SB 90 – SAFE DRINKING WATER, WILDFIRE PREVENTION, DROUGHT PREPAREDNESS, AND CLEAN AIR BOND ACT OF 2024**

It is recommended that the Council send a letter supporting SB 90 (Seyarto) to the state legislature, including grant funding for backup electric generators for water reservoirs.

The report was made by City Manager Reynoso.

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

Mayor Parkhurst asked the Council if they had a preference on how the letter should be signed; all the Council or just the Mayor.

Council Member Garcia stated that his preference was to have all Council Members sign the letter of support. The remaining Council Members agreed.

Council Member Goss made a motion to send a letter in support of SB90 to the state legislature.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, and Council Members Garcia and Goss

Noes: None.

Absent: Kriebs (excused)

Abstain: None.

The motion to send a letter in support of SB90 to the state legislature was approved by all members present.

### **ADJOURNMENT**

Council Member Goss made a motion to adjourn the meeting.

Mayor Pro Tem Lowe seconded the motion.

The Special Meeting was adjourned at 5:38 pm to a Regular meeting to be held on March 11, 2025.

Minutes taken by:

City Clerk Laura Aguilar

**AVAILABILITY OF AGENDA MATERIALS**

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**ADJOURNMENT**

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



# City of Sierra Madre Agenda Report

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

*Sue Spears, City Treasurer*

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

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## STAFF RECOMMENDATION

Staff recommends the City Council approve payment of the following:

- **Outstanding Obligated City Warrants:** \$332,160.70
- **Outstanding Obligated Sierra Madre Library Warrants:** \$62,559.44
- **Payroll Transfer:** \$569,588.57

## ALTERNATIVES

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

## SUMMARY

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

## ANALYSIS

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

accountability, and compliance in financial transactions involving public funds.

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

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

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

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

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

9. **Account Number:** The City's general ledger account charged for the payment, structured as follows:

- a. **Fund Code:** (e.g., **10000**) Identifies the fund, such as the General Fund.
- b. **Department Code:** (e.g., **81200**) Indicates the responsible department, such as Public Works.
- c. **Object Code:** (e.g., **52200**) Specifies the type of expenditure, such as contractual services.

10. **Distribution Amount:** The amount allocated to a specific account, showing how the payment is distributed across budget line items.

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

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

Not applicable.

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

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

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

Not applicable.

#### **PUBLIC NOTICE PROCESS**

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

#### **Attachments**

Resolution 25-18

**RESOLUTION NUMBER 25-18**

**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

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**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 \$332,160.70; Sierra Madre Library Warrants in the aggregate amount of \$62,559.44; and Payroll Transfer in the aggregate amount of \$569,588.57 for the fiscal year ending June 30, 2025

**APPROVED AND ADOPTED** this 11<sup>th</sup> day of March 2025.

\_\_\_\_\_  
Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 25-18 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 11th day of March 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 March 11, 2025**

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

City of Sierra Madre Warrants .....\$332,160.70

Sierra Madre Library Warrants.....\$62,559.44

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Payroll Transfer.....\$569,588.57



# City of Sierra Madre AGENDA REPORT

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

*Susan Spears, City Treasurer*

TO: Honorable Mayor Parkhurst and Members of the City Council

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

REVIEWED BY: Jose Reynoso, City Manager

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DATE: March 11, 2025

**SUBJECT: CONSIDERATION OF FOURTEENTH TOLLING  
AGREEMENT WITH GINKGO STONEHOUSE, LLC**

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## **STAFF RECOMMENDATION**

Consider adoption of the Fourteenth Tolling Agreement with Ginkgo Stonehouse, LLC

## **ALTERNATIVES**

1. Adopt the Fourteenth Tolling Agreement as amended;
2. Do not adopt the Fourteenth Tolling Agreement and allow it to expire; or
3. Continue consideration of the Fourteenth Tolling Agreement and provide direction to staff.

## **ANALYSIS**

### *Background*

In March 2010, CS Stonehouse LLC and the City entered into the “Settlement Agreement” with respect to the property located at 935 East Grand View Avenue, Sierra Madre, California 91024-0000, AIN: 5764-001-017 (“Stonehouse Property”). Following the Settlement Agreement, CS Stonehouse LLC wanted to sell its interest in the Stonehouse Property to Ginkgo Stonehouse, LLC (“Ginkgo 1”). In order to facilitate the transfer and avoid relitigating the case, the City and CS Stonehouse LLC entered into a Tolling Agreement in October 2011 — thereby preserving the option for CS Stonehouse LLC (and their successors in interest) to refile their lawsuits at some future date.

In September 2012, CS Stonehouse LLC transferred its interest in the Stonehouse Property to Ginkgo 1. In December 2012, Ginkgo 1 sold a portion of its interest in the Stonehouse Property to Ginkgo Stonehouse II, LLC (“Ginkgo 2”), thereby leaving AIN Nos. 5764-001-017 and 5764-001-018 with Ginkgo 1 and transferring AIN Nos. 5764-001-019 and 5764-005-012 to Ginkgo 2.

On January 18, 2023, Ginkgo Stonehouse II, LLC recorded a Grant Deed with the Los Angeles County Recorder transferring its interest in the Stonehouse Property to CYTS USA, LLC. Therefore, Ginkgo 1 and CYTS USA, LLC are the current owners of their respective portions of the Stonehouse Property, but Ginkgo 1 is contractually authorized to bind both parties pursuant to a separate agreement between them.

*Tolling Agreement*

In June 2023, the City and Ginkgo 1 executed the Thirteenth Tolling Agreement, which is set to expire on June 30, 2025. Ginkgo 1 and CYTS USA, LLC desire to extend the term of the tolling agreements. Attached is a Fourteenth Tolling Agreement that extends the term through June 30, 2027.

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If the City does not enter into the Fourteenth Tolling Agreement and allows the Thirteenth Tolling Agreement to expire, the City risks having Ginkgo 1 and/or CYTS USA, LLC refile their prior lawsuits to preserve their development related claims against the City. If the City enters into the Fourteenth Tolling Agreement, then the developers will have two additional years to obtain the entitlements to develop their property consistent with the settlement agreement between the Ginkgo 1 and CYTS USA, LLC and the City.

*Status of Development*

On October 25, 2023, Ginkgo 1 held its Environmental Impact Report (EIR) scoping meeting at the Senior Center. Since then, Ginkgo 1 conducted site surveys, prepared technical reports, and drafted the EIR, with the Notice of Availability anticipated for release in summer 2025.

CYTS USA, LLC has not submitted any development applications. It is important to note that both properties were significantly impacted by the January wind storm and Eaton Fire and the subsequent mid-February winter storm and debris flow. Staff expects both events to slow the pace of development.

**ENVIRONMENTAL (CEQA)**

Adoption of the Fourteenth Tolling Agreement is not a “project” for purposes of the California Environmental Quality Act because under 14 CCR 15378 because the agreement alone will not have a foreseeable direct or indirect physical impact on the environment as it does not authorize development, but merely preserves litigation rights.

**STRATEGIC PLAN CORRELATION**

The Fourteenth Tolling Agreement achieves the Strategic Objective to “Align Infrastructure with Projected Population Size and Needs” in that it promotes

development under the parties' development agreement and related design guidelines, consistent with Goal 2 — “create build design guidelines”

### **FISCAL IMPACT**

The adoption of the Fourteenth Tolling Agreement is not expected to have a direct fiscal impact on the City of Sierra Madre. The agreement primarily functions as a legal instrument to extend the timeline for potential litigation while allowing the property owners additional time to secure entitlements and advance development planning. However, potential fiscal impacts could arise depending on the outcome of future development activities related to the Stonehouse Property:

- If development proceeds, then the City may receive an increase in revenues from development impact fees, building permit fees and potential long-term property tax growth.
- If litigation arises, then the City would incur legal expenses in defending against claims from Ginko Stonehouse, LLC or CYTS USA, LLC.

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At this time, no immediate budgetary allocations or financial obligations are required to execute the agreement and the City Attorney will continue to monitor potential financial risks associated with the ongoing litigation deferral.

### **PUBLIC NOTICE**

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

### **ATTACHMENTS:**

Attachment A.      Fourteenth Tolling Agreement

## FOURTEENTH TOLLING AGREEMENT

This Fourteenth Tolling Agreement (the “Fourteenth Agreement”) is entered into by and between Ginkgo Stonehouse, LLC, a California limited liability company, the successor in interest to CS Stonehouse LLC, (“Ginkgo Stonehouse”), on the one hand, and the City of Sierra Madre and the Sierra Madre City Council (collectively, the “City”), on the other, and shall be considered effective as of February 20, 2025. Ginkgo Stonehouse and the City are collectively referred to herein as the “Parties.” Initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Parties’ Settlement Agreement defined below. This Fourteenth Agreement is made based on the following facts:

WHEREAS, on March 23, 2010, CS Stonehouse LLC and the City entered into a Settlement Agreement with respect to various disputes between the Parties arising out of, among other things, the One Carter Applications, the Stonehouse Applications, and the City’s adoption of the Readoption Ordinance (the “Settlement Agreement”), which disputes gave rise to seven lawsuits filed against the City by the predecessors in interest to CS Stonehouse LLC (collectively, the “Entitlement Litigation”) and one suit filed by CS Stonehouse LLC, described below. As of the date of the Parties’ initial Tolling Agreement, the only active Entitlement Litigation matters were Los Angeles Superior Court Case Nos. BS 105770 and BS 106081, which were consolidated by the Court (collectively, the “Active Cases.”)

WHEREAS, Section 6 of the Settlement Agreement provides in part that if the Court refuses to stay any or all of the Entitlement Litigation, the parties to the Settlement Agreement shall enter into an agreement under which the City shall agree to toll any applicable statute of limitations as to CS Stonehouse and CS One Carter only from the respective dates of the filings of the above-referenced lawsuits.

WHEREAS, on or about March 29, 2010, CS Stonehouse LLC and the City, pursuant to the terms of the Settlement Agreement entered into a Stipulation to Stay the Entitlement Litigation, which Stipulation was filed with the Court on or about March 30, 2010 (the “Initial Stipulation”). It is the Parties understanding that the Court did not take any action on the Initial Stipulation. At the February 1, 2011 hearing on the successful motion of CS Stonehouse and CS One Carter to sever the Active Cases from the Entitlement Litigation, the Court requested that the parties submit a revised Stipulation to Stay the Active Cases through August 1, 2011 (the “Revised Stipulation”), so that the parties may perform under the Settlement Agreement. Thereafter, the parties (CS Stonehouse LLC and the City) entered into the Revised Stipulation, which was filed with the Court on or about March 30, 2011.

WHEREAS, on August 1, 2011, the CS Stonehouse LLC and the City attended a Case Management Conference in the Active Cases and advised the Court of the status of those cases, including that CS Stonehouse had an agreement to sell the Stonehouse Property and part of the agreement called for assigning the rights to the Active Cases to the buyer, Ginkgo Stonehouse, and requested that the Active Cases remain stayed for an additional six (6) months to allow the buyer to evaluate the Active Cases and determine how it wanted to proceed. The Court, however, refused to do so and told the parties that if the Active Cases were not dismissed by September 1, 2011, the Court would set a trial date in the Active Cases. On October 11, 2011, CS Stonehouse LLC and the City entered into an initial Tolling Agreement with respect to the

Active Cases. The Active Cases were dismissed without prejudice on October 13, 2011. The initial Tolling Agreement expired on July 31, 2012.

WHEREAS, on July 25, 2012, CS Stonehouse LLC and the City entered into the Second Tolling Agreement in order to facilitate the sale of the Stonehouse Property to Ginkgo Stonehouse. The Second Tolling Agreement expired on January 31, 2013.

WHEREAS, on September 28, 2012, CS Stonehouse LLC transferred the Stonehouse Property, including, without limitation, all of CS Stonehouse LLC's rights and claims with respect to the Active Cases, to Ginkgo Stonehouse.

WHEREAS, effective February 1, 2013, Ginkgo Stonehouse and the City entered into the Third Tolling Agreement in order to facilitate submission of a development proposal by Ginkgo Stonehouse pursuant to the terms of the Settlement Agreement. The Third Tolling Agreement expired on July 31, 2013.

WHEREAS, on July 16, 2013, Ginkgo Stonehouse and the City entered into the Fourth Tolling Agreement in order to facilitate the submission of a development proposal by Ginkgo Stonehouse pursuant to the terms of the Settlement Agreement or an alternate development proposal. The Fourth Tolling Agreement expired on January 31, 2014.

WHEREAS, on February 1, 2014, Ginkgo Stonehouse and the City entered into the Fifth Tolling Agreement in order to facilitate the submission of a development proposal by Ginkgo Stonehouse pursuant to the terms of the Settlement Agreement or an alternate development proposal. The Fifth Tolling Agreement expired on July 31, 2015.

WHEREAS, on July 15, 2015, Ginkgo Stonehouse and the City entered into the Sixth Tolling Agreement in order to facilitate the submission of a development proposal by Ginkgo Stonehouse pursuant to the terms of the Settlement Agreement or an alternate development proposal. The Sixth Tolling Agreement expired on July 31, 2017.

WHEREAS, on July 31, 2017, Ginkgo Stonehouse and the City entered into the Seventh Tolling Agreement in order to facilitate the submission of a development proposal by Ginkgo Stonehouse pursuant to the terms of the Settlement Agreement or an alternate development proposal. The Seventh Tolling Agreement expired on December 29, 2017.

WHEREAS, on October 24, 2017, Ginkgo Stonehouse and the City entered into the Eighth Tolling Agreement in order to facilitate the submission of a development proposal by Ginkgo Stonehouse pursuant to the terms of the Settlement Agreement or an alternate development proposal. The Eighth Tolling Agreement expired on December 29, 2018.

WHEREAS, on September 26, 2018, Ginkgo Stonehouse and the City entered into the Ninth Tolling Agreement in order to facilitate the submission of a development proposal by Ginkgo Stonehouse pursuant to the terms of the Settlement Agreement or an alternate development proposal. The Ninth Tolling Agreement expired on December 29, 2019.

WHEREAS, on December 20, 2019, Ginkgo Stonehouse and the City entered into the Tenth Tolling Agreement in order to facilitate the submission of a development proposal by

Ginkgo Stonehouse pursuant to the terms of the Settlement Agreement or an alternate development proposal. The Tenth Tolling Agreement expired on January 31, 2020.

WHEREAS, on January 14, 2020, Ginkgo Stonehouse and the City entered into the Eleventh Tolling Agreement in order to facilitate the submission of a development proposal by Ginkgo Stonehouse pursuant to the terms of the Settlement Agreement or an alternate development proposal. The Eleventh Tolling Agreement expired on June 30, 2021.

WHEREAS, on June 15, 2021, Ginkgo Stonehouse and the City entered into the Twelfth Tolling Agreement in order to facilitate the submission of a development proposal by Ginkgo Stonehouse pursuant to the terms of the Settlement Agreement or an alternate development proposal. The Twelfth Tolling Agreement expired on June 30, 2023.

WHEREAS, on June 13, 2023, Ginkgo Stonehouse and the City entered into the Thirteenth Tolling Agreement in order to facilitate the submission of a development proposal by Ginkgo Stonehouse pursuant to the terms of the Settlement Agreement or an alternate development proposal. The Thirteenth Tolling Agreement expires on June 30, 2025

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NOW, WHEREFORE, pursuant to the terms of the Settlement Agreement, Ginkgo Stonehouse and the City have agreed to continue to toll any statutes of limitation and statutes of ultimate repose applicable to the re-filing of the Active Cases on the following terms and conditions:

1. With respect to Ginkgo Stonehouse or the subsequent owner(s) of the Stonehouse Property, the running of any statutes of limitation and/or statutes of ultimate repose applicable to the re-filing of the Active Cases are hereby tolled as of the dates on which the Active Cases were originally filed with the Los Angeles Superior Court through and including **June 30, 2027**. This Fourteenth Agreement does not apply to and does not revive any statutes of limitation and/or statutes of ultimate repose that expired before the two respective Active Cases were originally filed (BS 105770 was filed on October 23, 2006 and BS 106081 was filed on November 9, 2006.) Further, this Fourteenth Agreement does not revive claims otherwise released by CS Stonehouse in the Settlement Agreement or relieve CS Stonehouse, Ginkgo Stonehouse or subsequent owners of its obligations set forth therein, including, but not limited to Section 6.3.
2. If Ginkgo Stonehouse or subsequent owners of the Stonehouse Property re-files the Active Cases prior to the expiration of the applicable tolling period noted above, only for claims that had not otherwise expired before the Active Cases were originally filed, the City agrees not to assert any defense that the Active Cases are time barred, untimely, or moot; or to raise any defense of laches, waiver, or estoppel based on the allegation or claim that the re-filing of the Active Cases by Ginkgo Stonehouse or subsequent owners of the Stonehouse Property is time barred, untimely, or moot. The City reserves the right to make such arguments and to assert such defense in the Active Cases to the extent any claims by Ginkgo Stonehouse or subsequent owners of the Stonehouse Property in such suits had expired or become moot before each of the respective Active Cases were originally filed.
3. This Fourteenth Agreement does not apply to the claims by CS One Carter LLC in the Active Cases.

4. The terms of this Fourteenth Agreement and the Settlement Agreement constitute the entire agreement between the Parties regarding any tolling of any statutes of limitation or repose, laches or any other applicable defense in the Active Cases, and this Fourteenth Agreement and the Settlement Agreement may not be modified, altered or changed in any way except in writing signed by the Parties.

5. This Fourteenth Agreement is to be construed, interpreted and enforced in accordance with California law. Any action relating to the enforcement or interpretation of or otherwise arising out of this Fourteenth Agreement shall be brought only in Los Angeles Superior Court.

6. This Fourteenth Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Each party represents and warrants that the individuals executing this Fourteenth Agreement on each party's behalf possesses full authority to execute this Fourteenth Agreement. Signatures delivered by facsimile or email shall have the same force and effect as original signatures.

Dated: March 11, 2025

THE CITY OF SIERRA MADRE

By: \_\_\_\_\_  
Name: Robert Parkhurst  
Title: Mayor

APPROVED AS TO FORM:

Dated: March \_\_, 2025

COLANTUONO, HIGHSMITH & WHATLEY, PC

\_\_\_\_\_  
By: Aleks Giragosian  
City Attorney for the City of Sierra Madre

Dated: February \_\_, 2025

GINKGO STONEHOUSE, LLC,  
a California limited liability company

By: Ginkgo Pacific Management, LLC, its Manager

By: Builder Capital Management, LLC, its Manager

By: \_\_\_\_\_  
Homer Shih-Hung Yen, Manager

APPROVED AS TO FORM:

Dated: February \_\_, 2025

THOMAS F. ZIMMERMAN, Attorney at Law

\_\_\_\_\_  
Attorney for Ginkgo Stonehouse LLC

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# City of Sierra Madre AGENDA REPORT

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor and City Council

FROM: Anthony Rainey, Finance Director

REVIEWED BY: Jose Reynoso, City manager

DATE: March 11, 2025

**SUBJECT:** ISSUANCE OF REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL AUDITING SERVICES FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028

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## **STAFF RECOMMENDATION**

Staff recommends that the City Council approve the issuance of a Request for Proposals (RFP) for Professional Auditing Services for three fiscal years, with an option to renew for two additional years. The selected auditor will conduct annual financial audits, assist in ensuring the accuracy of the City's Financial Transactions Report for LGRS submission, and perform other agreed-upon procedures.

## **ALTERNATIVES**

1. Approve the issuance of the RFP as proposed.
2. Request modifications to the RFP scope before issuance.
3. Reject the issuance of the RFP and provide alternative direction to staff.

## **EXECUTIVE SUMMARY**

The City of Sierra Madre is required to undergo an independent financial audit annually to ensure compliance with Government Auditing Standards and state financial reporting requirements. The current contract for audit services is expiring, and the City seeks proposals from qualified firms for a new three-year engagement,

covering fiscal years ending June 30, 2026, through June 30, 2028. This report seeks City Council approval to issue the RFP and begin the selection process.

To ensure transparency, fiscal accountability, and compliance with reporting requirements, the City will initiate a competitive selection process through a formal Request for Proposal (RFP) process. This process will seek proposals from qualified Certified Public Accounting (CPA) firms to conduct annual audits for the next three fiscal years, commencing 2025-2026, 2026-2027, and 2027-2028.

## **ANALYSIS**

The proposed RFP outlines the scope of work required from an independent auditor, including:

- Conducting an audit of the Annual Comprehensive Financial Report (ACFR) and component unit financial statements.
- Ensuring compliance with state and federal auditing requirements.
- Assisting in reviewing the accuracy and compliance of the City's Financial Transactions Report before submission to the State Controller's Office (SCO) via the Local Government Reporting System (LGRS).
- Performing a Single Audit if applicable.
- Conducting agreed-upon procedures related to the GANN Appropriations Limit.
- Issuing a Management Letter identifying internal control weaknesses and recommendations.
- Providing an annual audit presentation to the City Council summarizing key financial findings and compliance matters.

### **Selection Process:**

- Proposals will be evaluated based on experience, technical qualifications, cost, and ability to meet state reporting requirements.
- The Finance Department will review all proposals and recommend the most qualified firm.
- A final audit firm selection will be presented to the City Council for approval.

## **ENVIRONMENTAL(CEQA)**

This action does not constitute a project under the California Environmental Quality Act (CEQA) and is therefore exempt from environmental review.

## **STRATEGIC PLAN CORRELATION**

This initiative aligns with the City's strategic goal of ensuring responsible financial management, transparency, and regulatory compliance.

## **PUBLIC NOTICE PROCESS**

The issuance of this RFP will be publicly posted on the City's website and distributed to qualified audit firms. Staff will ensure compliance with competitive procurement

requirements, and proposals will be reviewed by the Finance Director before presenting a final recommendation to the City Council for approval

### **FISCAL IMPACT**

The financial audit services are a budgeted expense in the City's General Fund. The total cost of the contract will be determined based on competitive proposals. The selected auditor will be compensated from existing appropriations in the Finance Department's budget for professional services.

### **PUBLIC NOTICE**

The issuance of this RFP will be publicly posted on the City's website and distributed to qualified audit firms. Staff will ensure compliance with competitive procurement requirements, and proposals will be reviewed by the Finance Director before presenting a final recommendation to the City Council for approval.

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### **ATTACHMENTS:**

- Request for Proposals (RFP) – Professional Auditing Services

## I. INTRODUCTION

### A. General Information

The City of Sierra Madre (City) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for three (3) fiscal years commencing with the fiscal year ending June 30, 2025. The contract will be for a period of three years with an option to renew for an additional two years.

These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget (OMB) Uniform Guidance.

The selected firm will be required to assist the City in ensuring the accuracy and compliance of the Financial Transactions Report submitted to the State Controller's Office (SCO) using the Local Government Reporting System (LGRS), in accordance with California Government Code §53891. However, submission of the report remains the responsibility of the City.

### B. City Council Approval Process

Prior to the issuance of this RFP, the City Council must approve the solicitation process through a formal agenda item during a scheduled meeting. The agenda item must outline the necessity of the audit, compliance with financial regulations, and the requirement for submitting results to the SCO and LGRS. The final selection of the audit firm will also be presented for City Council approval.

## II. NATURE OF SERVICES REQUIRED

### A. Scope of Work to be Performed

The City of Sierra Madre desires an independent audit of its Annual Comprehensive Financial Report (ACFR) and component unit financial statements. The selected firm must perform the following services:

1. Conduct an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*.
2. Assist the City in reviewing the accuracy and compliance of the City's Financial Transactions Report for submission to the State Controller's Office (SCO) using the Local Government Reporting System (LGRS). However, submission of the report remains the responsibility of the City.
3. Assist the City in preparing the Annual Comprehensive Financial Report (ACFR) and compilation of the statements.
4. Perform a Single Audit if applicable.

5. Conduct agreed-upon procedures regarding the GANN Appropriations Limit.
6. Issue a Management Letter outlining internal control weaknesses and recommendations for improvement.
7. Provide an annual audit presentation for the City Council summarizing key financial statement findings, recommendations, and compliance matters.

## B. Additional Reporting Requirements

The audit firm must submit the following reports to the City and relevant regulatory agencies:

1. **Annual Financial Statements:** ACFR, Single Audit Report if required, Management Letter.
2. **State Compliance Reports:** City's Financial Transactions Report, with auditor assistance in accuracy review before submission via LGRS.
3. **GANN Limit Report:** Calculation of the City's appropriations limit compliance.
4. **City Council Report:** Summary of key audit findings for presentation.

## III. COORDINATION REQUIRED

- A. The audit firm must provide periodic updates to the Finance Director and City Council throughout the audit process.
- B. A final meeting with the City Council is required to present audit results and findings.
- C. The audit firm must notify the City immediately of any suspected irregularities or illegal acts.

## IV. TIME REQUIREMENTS

- **Proposal Approval by City Council:** Prior to issuance of the RFP.
- **Proposal Submission Deadline:** As set forth in the RFP schedule.
- **Audit Fieldwork:** To be conducted in phases throughout the fiscal year.
- **Draft Reports Due:** By November 15 each year.
- **Final Reports Due:** By December 15 each year.
- **The City's submission of the Financial Transactions Report via LGRS:** No later than the State's deadline for annual reports, with auditor assistance in accuracy review.
- **City Council Presentation:** No later than F following the fiscal year-end.

## V. PROPOSAL REQUIREMENTS

Proposals must include:

1. **Firm Qualifications & Experience:** Demonstrated experience in conducting financial audits for California municipalities and reviewing compliance of reports submitted via LGRS.
2. **Audit Approach:** Proposed plan, staffing, timeline, and procedures.
3. **Cost Proposal:** Total all-inclusive maximum price bid, including additional costs for compliance with **State Controller's Office requirements**.

## VI. SELECTION PROCESS

1. Proposals reviewed by City staff and Finance Director.
2. Evaluation based on expertise, experience, cost, and ability to meet State reporting requirements.
3. Recommendation presented to the City Council for approval.
4. Final selection and contract execution.

## VII. ADDITIONAL INFORMATION

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- The City reserves the right to reject any proposal and waive informalities.
  - The selected firm must comply with all federal, state, and local auditing requirements.
  - The firm must attend and present audit findings at a scheduled City Council meeting.



# City of Sierra Madre Agenda Report

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Jose Reynoso, City Manager

DATE: March 11, 2025

**SUBJECT: CONSIDERATION OF SUPPORT FOR CALIFORNIA'S FEDERAL SUPPLEMENTAL APPROPRIATIONS REQUEST**

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## **STAFF RECOMMENDATION**

Staff recommends that the City Council approve a letter of support for California's request for federal supplemental appropriations to assist in disaster recovery and wildfire resilience efforts following the January 2025 Los Angeles firestorms.

## **ALTERNATIVES**

1. Approve the letter of support as recommended.
2. Direct staff to modify the letter before approval.
3. Decline to take action on this item.

## **SUMMARY**

The State of California is requesting \$39.7 billion in federal supplemental appropriations to support disaster recovery efforts following the January 2025 firestorms that devastated communities in Los Angeles County. The request includes funding for housing recovery, infrastructure repairs, wildfire mitigation, business assistance, and workforce recovery.

Supporting this federal request aligns with Sierra Madre's commitment to wildfire preparedness, emergency response, and economic resilience. Federal funds will enhance fire safety programs, strengthen critical infrastructure, and assist in future disaster mitigation efforts.

**FOR CITY COUNCIL AGENDA** \_\_\_\_\_

**ITEM NUMBER** \_\_\_\_\_

## **ANALYSIS**

The January 2025 firestorms destroyed over 16,000 structures, displacing residents and causing widespread economic and environmental damage. In response, the State has submitted a federal appropriations request for critical funding.

The State of California is requesting \$39.7 billion in federal supplemental appropriations to support disaster recovery efforts following the January 2025 firestorms that devastated communities in Los Angeles County. The request includes funding for business recovery, tax incentivized recovery, community and private property recovery, water infrastructure repairs, wildfire mitigation, air quality, transportation, and workforce recovery.

The City of Sierra Madre, like many California communities, faces ongoing wildfire threats and relies on federal support for disaster preparedness and emergency response. By supporting this funding request, the City helps ensure resources are available for fire prevention, infrastructure resilience, and community recovery programs that benefit both Los Angeles County and surrounding municipalities.

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### **STRATEGIC GOALS IMPACT:**

Support for the request aligns with City's Strategy Goal 3 PS 3.1 Maintaining Hillside Areas to reduce fire risk.

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

There is no direct financial impact to the City. However, supporting this request may increase access to future federal funding for wildfire preparedness and emergency response programs that benefit Sierra Madre

### **PUBLIC NOTICE PROCESS**

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

### **ATTACHMENTS**

- a. City of Sierra Madre Letter of Support for California's Federal Supplemental Appropriations Request.
- b. Letter of Request for Supplemental Appropriations from the California Office of The Governor.



# City of Sierra Madre

OFFICE OF THE CITY COUNCIL

## ATTACHMENT

March 11, 2025

The Honorable Mike Johnson  
Speaker  
United States House of Representatives  
568 Cannon House Office Building  
Washington, DC 20515

The Honorable Hakeem Jeffries  
Minority Leader  
United States House of  
Representatives 2267 Rayburn House  
Office Building Washington, DC 20515

The Honorable Tom Cole  
Chairman  
Committee on Appropriations  
United States House of Representatives  
2207 Rayburn House Office Building  
Washington, DC 20515

The Honorable Rosa Delaura Ranking  
Member  
Committee on Appropriations  
United States House of  
Representatives 2413 Rayburn House  
Office Building Washington, DC 20515

### **Los Angeles Recovery, January 2025 Firestorms**

Dear Speaker Johnson, Minority Leader Jeffries, Chairman Cole, and Ranking Member DeLauro,

On behalf of the City of Sierra Madre, we urge your support for California's federal supplemental appropriations request to provide critical disaster relief funding for the communities impacted by the January 2025 firestorms. These devastating fires destroyed over 16,000 structures, displaced thousands of residents, and placed a severe strain on local infrastructure and emergency resources. Sierra Madre experienced significant fire damage, requiring evacuations and extensive recovery efforts. Federal assistance is essential to rebuilding homes, restoring public services, and strengthening wildfire resilience.

The requested \$39.7 billion in federal appropriations will provide housing recovery grants, small business assistance, and wildfire mitigation funding, helping communities like Sierra Madre recover and prepare for future disasters. As a foothill community with high wildfire risk, we have seen firsthand the urgent need for federal support in disaster recovery and prevention.

We appreciate your leadership and commitment to supporting wildfire-prone communities and urge swift action on this vital funding package.

Sincerely,

Robert Parkhurst  
Mayor  
City of Sierra Madre

Kristine Lowe  
Mayor Pro Tem  
City of Sierra Madre

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Edward Garcia  
Council Member  
City of Sierra Madre

Gene Goss  
Council Member  
City of Sierra Madre

Kelly Kriebs  
Council Member  
City of Sierra Madre

*232 West Sierra Madre Boulevard, Sierra Madre, CA 91024  
Telephone (626) 355-7135*



# ATTACHMENT

## OFFICE OF THE GOVERNOR

February 21, 2025

The Honorable Mike Johnson  
Speaker  
United States House of Representatives  
568 Cannon House Office Building  
Washington, DC 20515

The Honorable Hakeem Jeffries  
Minority Leader  
United States House of Representatives  
2267 Rayburn House Office Building  
Washington, DC 20515

The Honorable Tom Cole  
Chairman  
Committee on Appropriations  
United States House of Representatives  
2207 Rayburn House Office Building  
Washington, DC 20515

The Honorable Rosa DeLauro  
Ranking Member  
Committee on Appropriations  
United States House of Representatives  
2413 Rayburn House Office Building  
Washington, DC 20515

### **Los Angeles Recovery, January 2025 Firestorms**

Dear Mr. Speaker, Minority Leader Jeffries, Chairman Cole and Ranking Member DeLauro,

The State of California respectfully requests a Supplemental Appropriation for disaster funding to help Los Angeles recover from the devastating 2025 January firestorms. As a result of these hurricane-force wind driven fires, 16,251 structures were destroyed. More than 16,000 personnel worked to extinguish these massive urban fire conflagrations across huge fire-fronts in separate areas of Los Angeles County.

The impacted communities have experienced widespread devastation and the total impact on California's economy will take years to fully quantify. The funding identified in this request totaling \$39,680,737,878 will directly support these communities in both

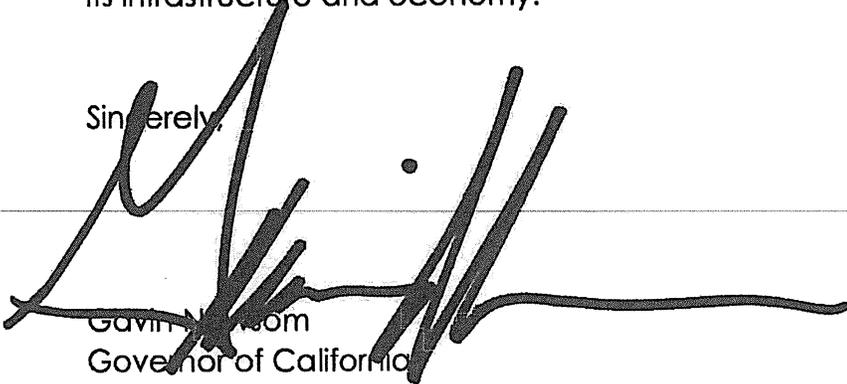


the immediate and long-term recovery work needed to rebuild lives and properties from this catastrophic event.

As the State continues to evaluate and assess the damage while conducting active response and recovery efforts, we expect to identify additional funding needs to help these communities recover.

Thank you for considering our request, and we look forward to working with you and our delegation to help repair, restore, and rebuild these Los Angeles communities, and its infrastructure and economy.

Sincerely,

A large, stylized handwritten signature in black ink, which appears to be "Gavin Newsom". The signature is written over a horizontal line and extends across most of the width of the page.

Gavin Newsom  
Governor of California

Enclosure: Breakdown of Supplemental Funding Request

- cc: The Honorable Ken Calvert
- The Honorable Norma J. Torres
- The Honorable Josh Harder
- The Honorable David Valadao
- The Honorable Pete Aguilar
- The Honorable Mike Levin
- California Congressional Delegation

## **Breakdown of Supplemental Funding Request**

### **Introduction**

The firestorms that tore through two unique and vibrant Los Angeles communities could easily become the costliest natural disaster in United States history. Fully recovering from the devastation will require California and the nation to prudently and thoughtfully support the rebuilding of the area's homes, businesses, churches, schools, and vital infrastructure. Los Angeles is one of the most economically productive places on the globe, but it can only rebound and flourish with support from the federal government as it recovers from this unprecedented disaster. California has long been the tentpole of the American economy, a state whose GDP is the fifth largest on the planet and which contributes more tax receipts to the federal government than any other state — by far. California's success is America's success.

For the past two months, California has stepped up to significantly expedite rebuilding efforts. Through executive action, Governor Newsom has suspended the California Environmental Quality Act and California Coastal Act permitting requirements to fast-track reconstruction. The state has provided tax relief and expedited cleanup efforts, part of 19 separate executive orders from Governor Newsom so far focused on a fast and effective recovery. Our efforts to keep California safe from wildfires continue as well. We have nearly doubled the CAL FIRE personnel budget and increased wildfire funding tenfold — historic investments to help protect Californians. No other state is doing as much to protect itself against wildfires and reduce risk, but there is more work to be done. It's clear that recovery from these fires is beyond the capabilities of California alone and necessitates the support of the United States government.

Make no mistake, Los Angeles will use this money wisely. California will ensure that funds will serve individuals, communities, property owners, and businesses that suffered losses from these devastating fires.

From day one of being sworn in as the 47th President of the United States, President Trump and his Administration have demonstrated a strong commitment to supporting Los Angeles' recovery by fast-tracking debris clearance and helping to pilot this all-hands recovery. The same holds true for many members of Congress. We are eternally grateful. And we are confident that if we work together, Los Angeles will continue to serve as a beacon to the world and securely place the city on solid ground in the coming years as it hosts the FIFA World Cup and Olympics — and thrive for the century to come.

# **1. Business Recovery**

## **a. Business Loans: \$5,290,000,000**

California requests a supplemental appropriation for the U.S. Small Business Administration's Disaster Loan Assistance Program. This program provides low-interest loans to businesses, private non-profit organizations, homeowners, and renters. These Small Business Administration programs will greatly assist homeowners, businesses and the local economies affected by the January 2025 fires by allowing for repair or replacement of damaged or destroyed real estate, personal property, machinery, equipment, inventory, and business assets.

California will be requesting that the U.S. Small Business Administration increase the limit on real property loans to \$2 million and the limit on personal property loans, eligible to homeowners and renters, to \$200,000. California also requests a supplemental appropriation for the U.S. Small Business Administration's Economic Injury Disaster Loan Program. This program provides funding for working capital and normal expenses such as the continuation of health care benefits, rent, utilities, and fixed debt payment. Eligible entities include small businesses, small ag cooperatives, most private nongovernmental organizations.

*Federal Agency: U.S. Small Business Administration*

## **b. Business Grants: \$4,320,000,000**

The U.S. Department of Commerce's Economic Development Administration plays a crucial role in facilitating the delivery of economic assistance to local governments for long-term recovery planning, reconstruction, and resiliency in response to Presidential Major Disaster Declarations. The January 2025 fires had a devastating impact on California's local communities, at a time when the state is still recovering from the 2023 and 2024 storms. California requests additional funding of \$4.32 billion in economic assistance to allow each of the impacted communities to complete projects in support of long-term recovery planning, reconstruction, and recovery of California's businesses, nonprofit organizations, and agricultural, tourism, and other industries.

The Economic Development Administration grants emphasize disaster recovery to help mitigate the potential of economic hardship as a result of future fires. This allows impacted counties to complete projects that directly impact people affected by the disaster. For example, eligible uses of these funds, implemented

by local jurisdictions, includes economic recovery grants that provide direct relief, a commercial acquisition fund to protect against displacement, and worker equity funds that allow recipients to meet emergency needs like rent and childcare.

The Economic Adjustment Assistance program provides a wide range of technical, planning, and public works and infrastructure assistance in regions experiencing adverse economic changes that may occur suddenly or over time, including a catastrophic natural disaster.

The Investments for Public Works and Economic Development Facilities provides public works grants to support the construction or rehabilitation of essential public infrastructure and facilities necessary to generate or retain private sector jobs and investments; attract private sector capital; and promote regional competitiveness, innovation, and entrepreneurship – including investments that rebuild, expand and upgrade infrastructure to attract new industry, support technology-led development, accelerate business recovery and new business development, and enhance the ability of regions to capitalize on opportunities presented by free trade. The intended recipients for this funding are state, city, or other political subdivision of a state, Indian tribes or consortium of Indian tribes, and institutions of higher learning.

*Federal Agency: U.S. Department of Commerce*

## **2. Tax Incentivized Recovery**

### **a. Low-Income Housing Tax Credit: \$2,000,000,000**

Based on the existing demand for affordable housing for low-income households and the affordable housing development pipeline in the impacted communities, California requests an increase to the federal tax credit ceiling by \$200 million in annual 9 percent federal disaster LIHTCs (\$2 billion in total), which would support the creation of over 6,500 new affordable units. Under this program, investors are provided an annual federal tax credit for 10 years. This incentivizes the development of low-income housing and creates jobs.

The substantial reduction in available housing units caused by wildfires, combined with a surge of displaced residents in need of housing, represents a major hindrance to long-term recovery. The Low-Income Housing Tax Credit (LIHTC) program is a highly efficient public-private partnership that creates

permanent affordable housing. After disasters, additional LIHTC funding has been made available to support the disaster impacted areas.

*Federal Agency: Internal Revenue Service*

**b. Tax Relief**

As was granted after previous wildfires, targeted tax relief will directly aid Californians in rebuilding their homes and communities. We support language that will help Californians receive tax relief, including for non-itemized deductions for casualty losses waiving the current requirement that losses exceed 10 percent of adjusted gross income; penalty-free access to retirement funds; disaster-related employment relief; earned income tax credit reporting-year flexibility; and enhancement of charitable giving incentives.

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**3. Community and Private Property Recovery**

**a. Public Assistance: \$16,800,000,000**

The Federal Emergency Management Agency (FEMA) partnered with the State and local governments starting January 7, the day the fires began, and has continuously disbursed Individual Assistance programs to the affected communities and provided Public Assistance Emergency Work (Categories A and B). California will assist in hazardous household materials and debris removal in the impacted communities, which will allow these communities to begin rebuilding homes, businesses, and schools. California also received a federal declaration allowing for Permanent Work (Categories C through G), which provides funding for roads and bridges, water control facilities, public buildings and contents, public utilities, parks, and recreational and other facilities.

This supplemental funding is necessary to ensure stable funding is carried over for these critical efforts as we approach the expiration of the continuing resolution. The request includes an initial estimate of \$5 billion for household hazardous waste and debris removal. This cost may increase based on weather delays, landfill availability and locations, and other programmatic increases. The initial request for Categories C through G specifically is \$5 billion; however, this is a very early, preliminary estimate. California and the local communities affected by these disasters are in the process of transitioning from response to recovery, and the effected communities are still evaluating costs that are eligible under insurance versus those that are eligible under the Stafford Act Program.

These funds are critical for the schools and students impacted by the fires. At

their peak, the fires and related impacts closed over 1,000 schools (public, charter, and private) and affected almost 700,000 students. 22 schools have been identified as damaged or destroyed by the fire, 10 of which are public/charter schools. Relief is needed for school districts to address school expenses, which include infrastructure needs, extended and/or emergency staffing, temporary school facilities, equipment and vehicles, student counseling services, and lost supplies (textbooks, technology, and student materials).

Funding is also critical for the repair and restoration of healthcare facilities impacted by the fires. At their peak, fires forced the evacuation of 160 facilities impacting over 2,600 individuals. As of February 5, 40 childcare, 19 adult and senior care, five children's residential, two skilled nursing facilities, two congregate living health facilities, two substance use disorder residential programs, and one federally qualified health center have been destroyed. Relief is needed for these facilities to address the impacts of the fires, which include infrastructure needs, temporary facilities, and lost supplies.

The majority of these costs can be funded through FEMA programs and insurance, so the full impact of necessary funding will take additional time to determine.

California also requests to robustly fund FEMA's Hazard Mitigation program, which provides essential assistance to the state and local communities in reducing the risk of damage to people, property, and infrastructure in future disasters. California's enhanced status for the Hazard Mitigation program could make approximately \$2.8 billion available for future hazard mitigation grants, based on 20 percent of the current \$14 billion estimate for Public Assistance. A 2024 US Chamber of Commerce study identified that every \$1 spent on hazard mitigation and preparedness saves communities \$13 in damages, cleanup costs, and economic impact for future disasters. Additional funding for FEMA's Disaster Relief and Community Development funds is imperative to ensure that FEMA can continue to meet its obligations from previous natural disasters without jeopardizing its ability to respond to future events. Environmental categorical exclusions will be needed for Hazard Mitigation home hardening and vegetation management to rapidly build and ensure resilience from future fires. Furthermore, there needs to be a seamless integration and alignment between FEMA's Hazard Mitigation program and the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery.

*Federal Agency: Federal Emergency Management Agency*

**b. Housing and Business: \$9,900,000,000**

Funding of \$9.9 billion is requested for the U.S. Department of Housing and Urban Development to address significant damage to housing and infrastructure. As a result of the January 2025 fires, 16,251 structures were destroyed. The number of structures destroyed is expected to increase as more assessments and verifications are completed.

*Community Development Block Grant Disaster Recovery*

Community Development Block Grant Disaster Recovery (CDBG-DR) funds are only available through a Congressional appropriation and must be used for specific disaster recovery-related purposes. This funding is required to meet the projected need to recover and reconstruct destroyed homes, to support businesses, communities, and to repair and rebuild infrastructure due to the recent January 2025 fires in Southern California.

This program provides essential assistance to individuals, businesses, the state, and local communities to recover from these fires and reduce the risk of damage to people, property, and infrastructure in future disasters. The allocation of this funding needs to be accelerated to ensure that impacted communities can continue to rebuild housing, businesses, and infrastructure in support of housing as soon as debris removal operations have been completed. In addition to rebuilding homes and vital infrastructure, the federal CDBG-DR program also has a built-in mitigation component to implement resiliency measures to help reduce the risk and impacts of future disasters. There needs to be a seamless integration and alignment between the U.S. Department of Housing and Urban Development's CDBG-DR and FEMA's Hazard Mitigation program.

California requests that HUD minimizes issues related to duplication of benefits. The state asks that uses of FEMA Housing Assistance (HA) awards are not classified as a duplication of benefit when those uses are not treated as a duplication if the recipient had used Other Needs Assistance (ONA) funding instead. Currently, the limits imposed by HA and ONA definition create a duplication of benefits issue when the recipient seeks further federal assistance if they use HA funding for reasonable expenses, like transportation or food, instead of using ONA funding.

California will ensure that its CDBG-DR funds will serve individuals, communities,

property owners, and businesses that suffered losses from these devastating fires. The State will monitor all new data about the emerging and unmet needs of these impacted individuals, communities, property owners, and businesses, and will ensure that the programs and resources made available through the CDBG-DR funds respond accordingly.

*Federal Agency: U.S. Department of Housing and Urban Development*

**c. Low-Income Home Energy Assistance Program (LIHEAP): \$36,250,576**

California requests \$36 million in LIHEAP funds to ensure low-income households within the fire-impacted area have the financial means to heat and cool their homes or other temporary housing over the next two years. Additionally, funds will be used to provide home weatherization services to help provide for the repair of homes damaged by the fire disaster and emergency service provisions such as temporary shelter, transportation services to heating and cooling centers, and temporary energy generating devices.

*Federal Agency: U.S. Health and Human Services*

**d. Community Services Block Grant (CSBG): \$12,887,302**

California requests nearly \$13 million in CSBG funds to support fire recovery efforts to support economic stability and recovery assistance such as: providing job placement services; transportation services to work and school; provide direct aid for food, shelter, and medicine to low-income families in crisis; and connect individuals to healthcare.

*Federal Agency: U.S. Health and Human Services*

**e. Child welfare grant programs: \$1,000,000**

California requests a total of \$1 million for child welfare programs to support the more than 438 children in foster care directly impacted by these wildfires, resource families involved in child welfare, and support programs that aim to reduce the need for foster care. This funding will ensure that foster care involved youth and families can continue to access critical services and meet basic needs, while also preventing child abuse and neglect in the impacted communities.

*Federal Agency: U.S. Health and Human Services*

**f. Social Services Block Grant (SSBG): \$1,500,000**

California requests a total of \$1,500,000 in SSBG funding to ensure the well-being of vulnerable children, adults, and families in the impacted areas for community crisis care, case coordination, and staff retention; to help vulnerable adults remain in their communities; to bolster temporary foster care support staff to maintain contact with children in foster care living in congregate settings, assist with Adult Protective Services and Child Protective Services intakes/assessments; to provide technical assistance to county agencies; and to support recovery needs not addressed by FEMA-PA.

*Federal Agency: U.S. Health and Human Services*

**g. Water Infrastructure: \$432,300,000**

California requests a supplemental appropriation of \$432.3 million for the Drinking Water State Revolving Fund, to rebuild and repair water system infrastructure damaged or destroyed by the fires. This program provides low interest loans and principal forgiveness programs for drinking water system infrastructure. Nine drinking water systems were impacted by the fires, with four remaining systems not yet able to serve safe drinking water. Several of these systems have significant damage and need rebuilding. California also requests a waiver of the state funding match requirement.

*Federal Agency: U.S. Environmental Protection Agency*

**h. Brownfields: \$5,000,000**

The state requests \$5 million in brownfields assessment, cleanup, and multipurpose discretionary grants from EPA's Brownfields and Land Revitalization Program. California will use these funds to evaluate possible brownfield properties in areas damaged by the Los Angeles fires. This funding will ensure sites can be properly assessed for potential damage and redevelopment needs to ensure a safe and fast recovery of impacted properties.

*Federal Agency: U.S. Environmental Protection Agency*

**i. Air Quality: \$2,000,000**

The ability to identify and monitor harmful toxic air pollutants is critical to protect public health and provide first responders with the necessary information to make informed decisions on protective actions. The state requests \$2 million for air quality monitoring equipment. California will use these funds to procure new equipment, sensors, and monitors to increase the capability and size of the

State's emergency air monitoring network. This will enable the State to monitor for toxic air pollutants during and after emergency events, including during the rebuilding effort.

*Federal Agency: U.S. Environmental Protection Agency*

**j. Transport Infrastructure: \$101,000,000**

Additional funding towards the U.S. Department of Transportation's Emergency Relief Program, the Public Transportation Emergency Relief Program, and other programs that can provide immediate assistance and resources to repair and rebuild California's federal-aid highways and roads impacted by the January 2025 fires in Southern California. Initial estimates for these programs are at \$101 million and are subject to increase.

*Federal Agency: U.S. Department of Transportation*

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## **4. Workforce Recovery**

**a. Displaced Workers: \$51,000,000**

The impact of the fires has resulted in the loss of jobs, and displaced workers. In order to respond to the immediate and short-term employment needs of displaced workers in the impacted areas, the California Employment Development Department is pursuing a \$50 million National Dislocated Worker Grant to implement a temporary jobs program. Currently, California has received approximately 3,930 disaster unemployment claims pending eligibility determination, and claims are expected to increase. National Dislocated Worker Grants are discretionary grants awarded by the U.S. Department of Labor under the Workforce Innovation and Opportunity Act. The National Dislocated Worker Grant funding is distributed by the California Employment Development Department to Local Workforce Development Areas and/or Project Operators in the impacted areas.

The California Employment Development Department also requested \$1 million for the Disaster Unemployment Assistance program, which has been approved by the U.S. Department of Labor and FEMA. Additional requests will be submitted as needed. This program provides unemployment assistance in the event of a disaster for workers and self-employed people who do not qualify for regular unemployment benefits.

*Federal Agency: U.S. Department of Labor*

**b. Workforce Childcare and Health: \$375,800,000**

Funding of \$375.8 million is requested for the US Department of Health and Human Services to address fire survivors' critical health and child care needs.

California requests \$240 million for the Child Care Development Block Grant, to support new construction and major repair and emergency supplemental funding to increase access to quality child care for impacted working families. This program addresses child care needs through repair of 42 child care facilities that were damaged, rebuilding 33 destroyed facilities, and temporary services for 1,458 children in affected areas. This program, which provides the foundation for child care funding, has successfully and efficiently distributed supplemental funding for child care in past emergencies.

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Natural disasters can have long lasting mental health impacts on survivors in the short and long term. In an effort to intentionally address the mental health needs of survivors, California requests \$130 million in Substance Abuse and Mental Health Services Administration Emergency Response Grants (SERG).

In addition, California requests \$5.8 million in Centers for Disease Control and Prevention Behavioral Health Preparedness Grants to support the integration of behavioral health into emergency preparedness plans, including workforce support for managing mental health impacts during disasters. The purpose of this program is to integrate critical incident response supports into public health preparedness, response and recovery efforts to strengthen capacity to support survivors. Resources would support behavioral specialists equipped to facilitate support for individuals and teams to address incidents and build organizational capacity to alleviate behavioral health stressors exacerbated by emergency incidents. Activities include training, technical assistance, and coordination for mental health and stress management services for disaster survivors and emergency responders.

*Federal Agency: U.S. Department of Health and Human Services*

## **5. Wildfire Resilience**

**a. Federal Lands: \$350,000,000**

Funding of \$350 million is requested for the U.S. Forest Service to carry out critical tasks related to post-fire recovery, community wildfire defense mitigations for

rebuilding, and broader collaborative wildfire risk reduction projects. Ensuring that the U.S. Forest Service has adequate funding for this work will help support Southern California's efforts at this critical time.

#### *Post-Wildfire Recovery Programs (NWCG)*

The National Wildfire Coordinating Group (NWCG) oversees programs aiding post-wildfire recovery through erosion control, infrastructure repair and habitat restoration. Funding directly supports federal Burned Area Emergency Response (BAER) teams to address emergency situations through the key goals of protecting life, property, and critical natural and cultural resources. The objective of the BAER program is to determine the need for and implement emergency treatments on federal lands to minimize threats to life or property resulting from the effects of a fire or to stabilize and prevent unacceptable degradation to natural and cultural resources.

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This program already is proving critical as BAER teams are on the ground in the Eaton Fire perimeter and are working with California's Watershed Emergency Response Teams (WERT). Severely burned areas, very steep slopes, places where water runoff will be excessive, fragile slopes above roads, trails, campgrounds, and other valuable facilities are focus areas. Time is critical if treatments are to be effective. Given recent rain events and the prospect of more to come, the \$20 million requested will be critical to support these efforts.

#### *Wildfire Crisis Strategy – Vegetation Management Programs*

Through federal appropriations, the U.S. Forest Service has funded critical work on landscapes identified in the Wildfire Crisis Strategy where all of Southern California is considered a Wildfire Crisis Landscape for the purpose of that program. While Southern California has received funding through this program, there is an unfunded need of \$330 million over five years for 165,000 acres of fuels treatment. This work would include vegetation treatment, oak mortality reduction, ignition reduction and strategic fuel breaks. Funding this work would support wildfire risk reduction on federal lands in Southern California.

*Federal Agency: U.S. Department of Agriculture Forest Service*

#### **b. Mapping and Modeling – \$2 million**

After wildfires in southern California landslide impacts have already occurred to homes and infrastructure, and threats will remain for the next five years within and downstream of the burned watersheds. The state requests \$2 million from USGS to perform landslide hazard mapping, assessments, monitoring, planning

and communication, and to develop an early warning system aimed at protecting lives and property. This request is based on a similar congressional request and appropriations for landslide related disasters.

*Federal Agency: U.S. Geological Survey*

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# City of Sierra Madre

## AGENDA REPORT

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: James Carlson, Senior Analyst  
Aleks Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: March 11, 2025

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**SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF LOS ANGELES FOR ADMINISTRATION OF THE RIGHT OF ENTRY (ROE) PROGRAM REQUIRED FOR THE PHASE 2 PRIVATE PROPERTY DEBRIS REMOVAL PROGRAM**

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### **STAFF RECOMMENDATION**

Staff recommends that the City Council execute the Memorandum of Understanding, with the County of Los Angeles for administration of the Right of Entry (ROE) Program required for the Phase 2 Private Property Debris Removal Program.

### **ALTERNATIVES**

1. The City Council may decline to execute the Memorandum of Understanding with the County of Los Angeles and direct staff to determine alternative administrative assistance with the Program.
2. The City Council may direct staff to provide additional information.

### **EXECUTIVE SUMMARY**

As a result of the Eaton Fire, the City Council passed Resolution 25-07 on January 9, 2025, ratifying the Declaration of Local Emergency due to the Wind and Fire Emergency. As part of the federal assistance, FEMA authorized federal assistance for the removal of debris for private property. The private property debris removal program (PPDR) requires the state and local agencies to comply with certain federal laws, regulations and guidelines related to disaster recovery and public assistance.

The County of Los Angeles was identified by United States Army Corp. of Engineers (USACE) as the lead agency responsible for administering the Right of Entry (ROE)

program for the PPDR program. The County has contracted with Tetra Tech BAS, Inc. (Tetra Tech) to collect, review and transmit ROEs to USACE on behalf of the cities of Los Angeles, Malibu, Sierra Madre, and Pasadena in addition to the County of Los Angeles.

The ROE administration includes collecting property owner consent for Phase 2 debris removal, defining the scope of work, validating ownership, collecting insurance information, and transmitting complete and accurate forms to the United States Army Corp. of Engineers for the completion of Phase 2 debris removal.

ROE applications became available on January 28, 2025. Of the 31 parcels in Sierra Madre that qualify for the Phase 2 debris removal program, only one has decided to Opt Out of the program, and the City will administer the demolition of its small garage structure. However, 4 or 5 parcels have not yet indicated how they will proceed.

## **ANALYSIS**

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The MOU contains several County responsibilities related to the administration of the program, including accepting and transmitting forms, collecting from insurance companies, providing the City with access to the ROEs, agreeing to provide documents for any eligible reimbursement to the City, and the right of the City to participate with local, State, and Federal agencies regarding the ROE program.

The following provisions were negotiated to minimize potential impacts to the community related to the debris removal:

- The City and County will continue to work together on aspects of debris removal, including, but not limited to, haul routes and hours, construction hours for the debris removal, private property tree removal waivers, and notification to the City and the opt-in properties;
- The County will ensure that the best management practices for watershed protection and environmental protection measures during debris removal and transport are followed;
- The County shall notify the City about meetings with state and federal agencies about debris removal so the City may request to participate in those meetings; and
- The County will create and maintain data access and provide real-time updates to the City, including application status reports by parcel, date the ROE is received, date the ROE is reviewed, details on missing information or documents, case manager contact, etc., for City opt-in properties.

**ENVIRONMENTAL(CEQA)**

The action is an agreement between two agencies about administration of a Right of Entry program and is not a project under the California Environmental Quality Act. ("CEQA") pursuant to State CEQA Guidelines Sections 15378(b)(5), organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and Sections 15269(c), specific actions necessary to prevent or mitigate an emergency including, and 15061(b)(3), the "common-sense" exemption for activities that do not have the potential for causing a significant effect on the environment.

**STRATEGIC PLAN CORRELATION**

The execution of the MOU with the County of Los Angeles correlates with the PUBLIC SAFETY section of the Strategic Plan. Specifically, the Strategic Objective to "Maintain a Safe Secure Community". It further applies to Goal 3, "Manage the Outdoor Environment" and also Strategy PS 3.1, "Maintain Hillside Areas."

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**FISCAL IMPACT**

Staff estimates that the cost to the City will be no more than \$43,000. The payment will be made from the General Fund Reserves. However, a portion of these costs may be reimbursed by FEMA and CalOES upon their review and approval. The cost allocation formula, as described in the MOU, is based on the total number of ROEs administered by the County in the entire Eaton Fire area, and then distributed by the total cost to the County.

**PUBLIC NOTICE**

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

**ATTACHMENT:**

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF SIERRA MADRE REGARDING THE 2025 LOS ANGELES WILDFIRES DEBRIS REMOVAL PROGRAM (INCLUDING EXHIBITS 1 AND 2)

# ATTACHMENT

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF LOS ANGELES AND THE  
CITY OF SIERRA MADRE REGARDING THE  
2025 LOS ANGELES WILDFIRES DEBRIS REMOVAL PROGRAM

I. RECITALS

WHEREAS, beginning on January 7, 2025, the County of Los Angeles (County) was impacted by critical fire weather, severe straight-line winds, and catastrophic wildfires (January 2025 Windstorm and Critical Fire Events), including the Palisades Fire, Eaton Fire, Hurst Fire, Kenneth Fire, Hughes Fire, and multiple other fires (Critical Fire Areas). These unprecedented simultaneous events caused loss of life, widespread damage, and destruction to residential structures, businesses, public facilities and infrastructure, power outages, downed trees, road closures, rockslides, and significant debris. The Windstorm and Critical Fires Events affected public and private properties in multiple jurisdictions, including the Cities of Malibu, Los Angeles, Pasadena, and Sierra Madre (Cities) and unincorporated County areas (together with the Cities, the Affected Jurisdictions).

WHEREAS, on January 7, 2025, the Chair of the Los Angeles County Board of Supervisors (Board) proclaimed the existence of a local emergency (Proclamation of Local Emergency) in response to the January 2025 Windstorm and Critical Fire Events.

WHEREAS, on January 7, 2025, the Governor of the State of California (Governor) proclaimed a state of emergency for the fire and windstorm conditions in the County.

WHEREAS, on January 8, 2025, the Governor issued Executive Order (EO) N-2-25, which suspended State environmental statutes, rules, regulations, and requirements to expedite debris removal and other fire recovery activities.

WHEREAS, on January 8, 2025, President Biden declared a major disaster exists in the State of California (State) and ordered federal aid for disaster response and recovery efforts in the County and Critical Fire Areas.

WHEREAS, on January 10, 2025, the County Health Officer issued a Declaration of a Local Health Emergency due to the serious health impacts of the January 2025 Windstorm and Critical Fire Events in the County.

WHEREAS, on January 12, 2025, the Governor issued EO N-5-25 to coordinate debris removal and mitigate post-fire hazards and directing the California Governor's Office of Emergency Services (CalOES) to develop a comprehensive plan for expeditiously removing debris from impacted properties, including the prompt execution of contracts for debris removal services.

WHEREAS, on January 13, 2025, President Biden amended his Major Disaster Declaration and increased to 100 percent the amount of federal funds assistance for total eligible costs for debris removal and emergency protective measures for a period of 180 days of the State's choosing within the first 270 days from the start of the incident period.

WHEREAS, on January 14, 2025, the Board ratified the Proclamation of Local Emergency and the Declaration of a Local Health Emergency.

WHEREAS, on January 15, 2025, the County Health Officer issued a Local Health Emergency Order Prohibiting the Unsafe Removal, Transport, and Disposal of Fire Debris to Protect Community Safety (Emergency Order), prohibiting property owners in the Critical Fire Areas from removing, transporting, or disposing of fire debris until either they are participating in the Government-sponsored 2025 Los Angeles Wildfires Debris Removal Program (Government-sponsored Program or Program) or they register with and obtain permission from the County, due to the County Health Officer's finding that contaminated debris from household hazardous waste and the destruction of thousands of structures created an imminent threat to public health.

WHEREAS, on January 15, 2025, the Governor issued EO N-8-25, to permit federal hazmat crews to begin property cleanup. EO N-8-25 authorizes the United States Environmental Protection Agency (US EPA), the Federal Emergency Management Agency (FEMA), and their designees to aid in the Critical Fire Areas, including by entering onto private property to remove hazardous debris and conducting necessary testing.

WHEREAS, on January 20, 2025, the Governor issued EO N-13-25, streamlining emergency response efforts by suspending certain environmental rules and procedures, and enabling faster debris removal and protections against landslides, mudslides, and flash floods in areas affected by the emergency.

WHEREAS, on January 28, 2025, the Board adopted a motion titled "Los Angeles County Recovery Efforts and Building Urgency into Implementation of Long-Term Disaster Support," which authorized the Director of Los Angeles County Public Works to enter into memoranda of understanding with cities, districts, and other State and federal partners regarding debris removal efforts to protect life, property, and the environment from immediate hazards.

WHEREAS, US EPA, the California Department of Toxic Substances Control, and the Los Angeles County Fire Department have initiated and will soon complete Phase I fire debris removal to assess damaged structures in the Critical Fire Areas, begin to remove household hazardous wastes from properties within these areas, and identify potential hazardous waste requiring further assessment.

WHEREAS, the United States Army Corps of Engineers (USACE), in coordination with County and State agencies, has mobilized to begin Phase II debris removal through the Government-sponsored Program, which, as applicable, will remove fire debris from eligible properties in the Affected Jurisdictions, including properties within the City of Sierra Madre (City), at no direct cost to the property owners.

WHEREAS, pursuant to the Government-sponsored Program, USACE, in coordination with County and State agencies, will clear fire debris from eligible residential properties whose owners opt in to the program by executing a Right of Entry (ROE) form granting the County, the State of California, the federal government, and tribal representatives, including their officers, employees, agencies, and independent contractors (collectively, Government), a right to enter upon the properties to remove fire debris; assigning insurance proceeds for debris removal and/or hazard tree removal, if any, to the County to avoid a duplication of benefits, as required under federal law; and releasing and indemnifying the Government from all liability claims, damage, or losses arising out of the Program activities carried out pursuant to the ROE form.

WHEREAS, the Government-sponsored Program does not apply to commercial properties, public rights-of-way, or residential properties whose owners opt-out of the Program, and/or do not execute a ROE form, or who are otherwise ineligible.

WHEREAS, the County is responsible for the administration of the Government-sponsored Program for properties located in all Affected Jurisdictions, including properties located in the City's jurisdiction, as outlined in the CalOES document titled "2025 Los Angeles Wildfire Private Property Debris Removal (PPDR) Program Guidance" (Program Guidance), attached hereto as Exhibit 1.

WHEREAS, in furtherance of the County's responsibility to administer the Government-sponsored Program for properties located in the Affected Jurisdictions, including properties located in the City's jurisdiction, the County and the City hereby enter into this Memorandum of Understanding (MOU), and agree as follows:

## II. TERMS AND CONDITIONS

### A. City Responsibilities

1. The County will administer the Government-sponsored Program for opt-in properties in all the Affected Jurisdictions, including within the City. The City agrees to pay the County for the costs to administer the Government-sponsored Program for opt-in properties within the City's jurisdiction (City Cost). The City Cost shall be calculated as follows:  $[(\text{total number of opt-in properties located within the City}) \div (\text{total number of opt-in properties in all Affected Jurisdictions})] \times [(\text{total costs to administer the Government-sponsored Program})]$ . For illustrative purposes only, if the total number of opt-in properties in all Affected Jurisdictions were 14,000, and the total number of opt-in properties located within the City were 300, and the total costs to administer the Program were \$20,000,000, the City Cost would equal:  $(300 \div 14,000) \times (\$20,000,000)$ ; that is, \$428,571. The City agrees to pay the County the City Cost calculated by this method, and the County agrees that the City's payment obligation under this MOU will be limited to the City Cost calculated by this method. The County will endeavor to enter into MOUs with the other Cities with provisions reflecting the same method for calculating the Cities' respective payment obligations to the County for the costs to administer the Government-sponsored Program for opt-in properties in their jurisdictions.

### B. County Responsibilities

1. A Right of Entry Form, as approved by the appropriate State and federal agencies, is being used by the County to enroll eligible property owners in the Government-sponsored Program. Los Angeles County Public Works (Public Works) staff and contractors retained by Public Works will be trained and made available to review and accept completed ROE forms for properties located in all Affected Jurisdictions, including properties located in the City's jurisdiction. The County, inclusive of the County's retained contractors, will review each submitted ROE form for completeness, including ownership verification, and confirm all appropriate documents have been submitted. Once received, reviewed, and accepted, the County will timely process and digitize each ROE form and file them in an electronic format acceptable to State and/or federal agencies, and enter the ROE form into a digital database. The County is solely responsible for the timely approval and transmission of completed ROE forms to the appropriate State and federal agencies.

2. The County will process ROE forms in and across all Affected Jurisdictions, including the City, and, in doing so, the County will make reasonable efforts to ensure that

no preference is made for the location of the corresponding properties unless verifiably needed to advance the legitimate purposes (logistical or otherwise) of the Government-sponsored Program, with potential minor exceptions for schools or other critical public facilities, and all such preferences and exceptions shall be disclosed to the Cities for the reasons of transparency and equity amongst affected jurisdictions.

3. The City will be given access to a dashboard developed by the County to track the status of ROE form processing and debris removal activities for properties located within the City's jurisdiction that opt-in to the Government-sponsored Program (Opt-in Properties in the City). The County will create and maintain data access and provide real-time updates to the City, including application status reports by parcel, for Opt-in Properties in the City. The County will provide the City with access to the database(s) supporting the dashboard so that the City may obtain from the database(s) any database information relating to Opt-in Properties in the City.

4. The County will create and operate a debris removal hotline call center to provide up-to-date information and to respond to inquiries from the public.

5. The County will make reasonable efforts to collect available insurance proceeds assigned to the County by property owners who submit a completed ROE form to opt in to the Government-sponsored Program. The County will request, receive, and collect the assigned insurance proceeds, as defined in the ROE form, directly from the insurer for each insured property. The County will forward the collected insurance proceeds to USACE, as required under State and federal law to avoid a duplication of benefits. The City will have no involvement in or responsibilities under this process.

6. The County agrees to provide to the City available information about insurance proceeds collection for Opt-in Properties in the City.

7. The County has contracted with Tetra Tech BAS, Inc. (Tetra Tech) to provide some of the Government-sponsored Program administration services, as reflected in the contract with Tetra Tech, attached hereto as Exhibit 2. It is also likely that the County will procure one or more additional contracts and use its own forces to fulfill the County's responsibilities as outlined by the attached Program Guidance (Exhibit 1).

8. Based on the data then available to the County, the County will at least monthly provide the City with a report that: states the total costs to date incurred by the County to administer the Government-sponsored Program; states the total number of opt-in properties to date in the entire program; states the total number of opt-in properties in each of the Cities to date; and shows the calculations specified in A.1, above, to date for each of the Cities.

9. Subject to applicable federal and State laws, rules, and regulations, to the extent the County receives any third-party funding (including but not limited to charitable donations or grant funding) that is expressly to be applied to administering the Government-sponsored Program for properties located within the City, that amount will be applied to reduce the City Cost. Subject to applicable federal and State laws, rules, and regulations, to the extent the County receives any third-party funding (including but not limited to charitable donations or grant funding) that is expressly to be applied to administering the Program for properties located in all Affected Jurisdictions, such third-party funding will be proportionally applied to reduce the "total costs to administer the Government-sponsored Program" in the formula in A.1., above, to thereby reduce each city's respective payment

obligations. References in this MOU to “administering” or “administration of” the Government-sponsored Program refer to the "County Responsibilities" set forth in the attached Exhibit 1.

10. The County agrees that it will not charge a mark-up or other County administrative fee on contractor invoices for the administration of the Government-sponsored Program, but the parties acknowledge that the costs of County staff and contractors in the administration of the Program will be included within the total costs to administer the Government-sponsored Program.

11. Residential property owners who elect not to participate in the Government-sponsored Program must submit an opt-out form to the County, along with appropriate documentation for ownership verification, and must receive the County's approval before proceeding with debris removal. Property owners who opt out of the Government-sponsored Program must individually contract for and pay for debris removal from their property. The parties acknowledge that the costs of processing opt-out forms, including ownership verification, will be included in the total costs of administering the Government-sponsored Program. The County will provide the City with electronic versions of completed opt-out forms for properties located within the City. The City and County intend to execute a separate MOU for the City's participation in the Los Angeles County Local Fire Debris Removal Program for those residential properties within the City's jurisdiction whose owners opt out of the Government-sponsored Program and/or do not execute a ROE form or who are otherwise ineligible for the Government-sponsored Program.

12. The County will provide to the City all available documentation necessary to substantiate the City's request(s), if any, for State and/or federal funding, including, but not limited to, force account documentation, solicitation records, contracts and amendments, invoices, and proof of payments.

13. Pursuant to Government Code, section 895.4, with respect to any claims or litigation brought against the City arising from the County's administration of the Government-sponsored Program, the County will defend and indemnify the City for such claims and lawsuits to the extent covered by the indemnity provisions set forth in part C of the ROE form. Such indemnification will survive the termination of this MOU. In consideration of Government Code, section 895.2, the parties intend for the scope of this defense and indemnification to be interpreted and effectuated to negate any shared liability solely by reason of Government Code, section 895.2.

The parties have reviewed and understand the contents of this MOU and agree to its terms and conditions. Upon execution by the parties, this MOU will become final and binding upon the City and County. This MOU will be in effect until any and all program audits of activities described herein are completed by the County, State, and federal government, and the MOU will thereafter terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized respective officers.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
MARK PESTRELLA  
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Deputy

CITY OF SIERRA MADRE

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

ATTEST:

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
Aleks Giragosian, City Attorney



## **2025 Los Angeles Wildfires Private Property Debris Removal (PPDR) Program Guidance**

### **I. PURPOSE AND BACKGROUND.**

To aid in the recovery efforts of Los Angeles County (County), the California Governor's Office of Emergency Services (Cal OES) in conjunction with FEMA and the US Army Corps of Engineers (USACE), established the 2025 Los Angeles Wildfires Debris Removal Program (Program), wherein USACE will work with local, County, and state agencies to conduct fire ash and debris removal.

As a participant and partner in the execution of this Program, the County must perform certain tasks as outlined by this Guidance.

### **II. COUNTY RESPONSIBILITIES.**

#### **A. URGENCY ORDINANCE AND ABATEMENT.**

1. The County will ensure requirements in their urgency ordinance are consistent with the Program. A model urgency ordinance is attached here as Exhibit A for the County's reference. The County's urgency ordinance should, at a minimum, contain the following elements:
  - a. An acknowledgment and recognition of the Local Health Emergency Declaration finding that the fire ash and debris, including hazard trees, constitute an imminent health and safety threat and a public nuisance.
  - b. A requirement that each property owner whose property contains wildfire debris choose an option for remediating the condition on their property, either through the Program or through a private option.
  - c. A delegation of authority to the appropriate County department to develop criteria and metrics for a private alternative cleanup option.
  - d. A notice to all affected property owners that any remaining debris will trigger abatement procedures and costs of removal will be levied against property owners.
2. The County will amend any portion of their urgency ordinance that conflicts with the Program. Cal OES recommends consultation between County Counsel, USACE, FEMA, and Cal OES Legal Affairs

prior to finalizing and approving the urgency ordinance.

3. The County must pursue and execute abatement warrants for properties with qualifying structural debris not enrolled in the Program or an approved private option (Alternate Program). The County is not required to pursue abatement warrants for properties with only hazard trees.

**B. RIGHT-OF-ENTRY (ROE) FORMS.**

1. The County will open and staff an ROE form collection and processing center or provide an alternative method of soliciting ROE forms and ROE withdrawal forms and answering questions regarding ROE forms and the Program.

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2. The County will ensure property owners provide homeowner's insurance information as required in the ROE form.
3. The County will collect, review, vet, and verify property ownership and sign off on ROE forms, owner transfer affidavits, ROE withdrawal forms and property owner insurance policies. The County may, at its discretion, require property owners to tender copies of government-issued photo identification when submitting an ROE to assist in verification.
4. The County will, to the extent practicable, collect ROE forms from all property owners interested in the Program by the target dates established by FEMA.
5. The County will transfer ROE forms on a rolling basis to the USACE debris-planning team via the preferred transmittal system once local jurisdiction has verified that each ROE form is signed by the legal property owner(s) and that the parcel contains an eligible structure, potentially eligible hazard trees, or both.
6. The County will respond to public inquiries regarding the ROE form and the Program.

**C. DUPLICATION OF BENEFITS - INSURANCE COLLECTION.**

2025 Los Angeles Wildfires Debris Removal Program  
2025 Guidance for Counties

1. The County will make reasonable efforts to collect available insurance proceeds from all insured property owners.
2. Upon processing of the ROE form, the County will notify the insurer by certified mail (Insurer Notice) of the existence of the Program, that the insured has opted to participate in the Program, and that the insured has assigned their benefits to the County. Upon completion of the mission, FEMA will provide per parcel cost information to the County to facilitate this process, and the County will forward that information to the insurer.
3. In the Insurer Notice, the County will demand payment for reimbursement with the following limitations.
  - a. Payment will only be made pursuant to a specific debris removal provision in the policy. If such a specific coverage provision exists, reimbursement shall be limited to the particularized debris removal costs for the insured property, or the coverage limits under the debris removal provision, whichever is lower. Further, other documented costs of the property owner for the removal of debris related to the wildfires that are not removed as part of the Program, incurred within six (6) months of the Insurer Notice, shall take priority over reimbursement for the Program. However, any remaining amounts shall be payable to the local jurisdiction.
  - b. If a specific debris removal provision does not exist in the policy, and if debris removal coverage is contained as a portion of the total amount available for rebuilding, all rebuilding and other debris removal costs incurred within four (4) years of the Insurer Notice shall take priority over reimbursements for the Program. In other words, if the cost of rebuilding equals or exceeds the policy limits, no insurance payment to the program will be required and the owner shall bear no liability for any program costs. However, any remaining amounts shall be payable to the County.
  - c. If debris removal coverage is contained as a portion of the total amount available for rebuilding, and the homeowner decides not to rebuild, no insurance payment to the Program will be required and the property owner shall bear no liability for any program costs.

2025 Los Angeles Wildfires Debris Removal Program  
2025 Guidance for Counties

4. If no payment or response is received from the insurer, the County will continue to pursue contact with the insurer until affirmative contact is made.
5. If the insurer indicates that payment has been made to the policyholder, the County will make a request in line with the above sections by certified mail to the policyholder requesting remittance of unused policy funds.
6. The County will not be required to pursue collection funds from property owners beyond the homeowner's insurance proceeds.
7. Should the County engage a contractor to administer the insurance collection process, the costs associated with this contract may be eligible for reimbursement by FEMA subject to the local cost share assuming all applicable local, state, and federal procurement procedures and rules are followed.
8. Once the County has exhausted its efforts to collect the available proceeds, it shall remit the insurance proceeds to the State with accompanying documentation identifying the homeowner, the insurance company, the property address, debris removal completion date and amount remitted per parcel.
9. When a property participating in the Program is transferred to a new owner, the County should seek reimbursement from the policy in effect during the insurable event. The County shall require a Property Transfer Affidavit be executed by both the seller and purchaser of the property prior to recording the transfer. A model Property Transfer Affidavit is attached as Exhibit C.

**D. COST SHARE.** Per DR-4856-CA Amendment 001, FEMA Public Assistance (PA) will cover 100 percent of the costs of debris removal and emergency protective measures for 180 days of the state's choosing within the first 270 days since the disaster declaration. After this period, FEMA will only cover 75 percent of debris removal until the conclusion of the incident. In this instance, the County agrees to remit 25 percent of the non-federal share of the FEMA PA costs for the jurisdiction under the Program, except as otherwise documented.

**E. COUNTY LIAISON.**

1. The County will provide a liaison to the USACE field office while the Program is active in that jurisdiction.
2. The liaison may work remotely where available.
3. The liaison will attend debris operations meetings for updates on and progress of the Program and provide any local input necessary to facilitate debris operations.

**F. HOMEOWNER PERSONAL PROPERTY.**

1. The County will assist USACE as necessary with intake, storage, and management of personal property discovered during debris operations.
2. If requested, the County will notify and distribute personal property to the appropriate owner.

**G. COUNTY LAW ENFORCEMENT (LE) AND OTHER ASSISTANCE.**

1. LE will take onsite possession of any firearms. LE will store and return to property owners to dispose of firearms discovered during debris removal operations.

**H. FINAL SIGN-OFF (FSO) AND RETURN OF PROPERTY.**

1. The County will receive FSO from USACE when USACE confirms that all eligible debris and hazard trees have been removed from the property in accordance with Program requirements.
2. The County will be responsible for officially informing owner of status of property and returning the property to the owner.

**I. ALTERNATE PROGRAM (OPT-OUT PROGRAM).**

1. The County will establish, at its discretion, an Alternate Program (or opt-out program).
2. Alternate Programs permit property owners to remove fire debris and hazard trees on their own or with professional contractors in accordance with applicable environmental laws and reasonable

cleanup standards established by the County.

- III. **RECORDS RETENTION**. The County will retain Program records for at least three (3) years from the date that the State submits to FEMA the final expenditure report. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving the project or subaward that starts before that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 3-year period, whichever is later.

Where assistance is authorized under the California Disaster Assistance Act, Cal OES will notify applicant of the start date of the 3-year records retention period via the Audit Waiver Letter, which will be sent once the final state cost share closeout for all of an applicant's projects are completed.

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MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: EPD-9

February 2, 2025

Ms. Christine Arbogast  
Tetra Tech BAS, Inc.  
21700 Copley Drive, Suite 200  
Diamond Bar, CA 91765

Dear Ms. Arbogast:

**TECHNICAL AND ENVIRONMENTAL SERVICES FOR SOLID WASTE FACILITIES  
AND PLANNING – AMENDMENT 1  
2025 WILDFIRES – PRIVATE PROPERTY DEBRIS REMOVAL SUPPORT SERVICES  
NOTICE TO PROCEED - CONTRACT PW15496**

You are authorized to proceed with providing 2025 Wildfires – Private Property Debris Removal (PPDR) Support Services as described in Amendment 1, Attachments A and A.1 (copy enclosed). The services shall be provided for a total cost not-to-exceed \$10,670,964.50 and are subject to the terms and conditions of your Contract No. PW15496. Any work in excess of this fee will require prior written authorization from Public Works.

If you have any questions, please contact Mr. Aric Rodriguez at (626) 703-6573, Monday through Thursday, 7 a.m. to 5 p.m.

Very truly yours,

MARK PESTRELLA, PE  
Director of Public Works

A handwritten signature in black ink, appearing to read "Christopher Sheppard".

CHRISTOPHER SHEPPARD  
PRINCIPAL ENGINEER  
ENVIRONMENTAL PROGRAMS DIVISION

CS:cs

**AMENDMENT NO. 1  
TECHNICAL AND ENVIRONMENTAL SERVICES FOR SOLID WASTE FACILITIES  
AND PLANNING  
CONTRACT NO. PW15496**

THIS AMENDMENT NO. 1, made and entered into this 1st day of February, 2025, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Tetra Tech BAS, Inc., (hereinafter referred to as CONSULTANT) amends Contract No. PW15496 (hereinafter, Contract) as set forth below.

WHEREAS, Contract No. PW15496 was entered into between COUNTY and CONSULTANT, on May 18, 2021, to provide Technical and Environmental Services for Solid Waste Facilities and Planning, for a period of three years with two (2) one-year renewal options, commencing on May 18, 2021; and

WHEREAS, on January 28, 2025, the Board of Supervisors adopted a motion titled "Los Angeles County Recovery Efforts and Building Urgency into Implementation of Long-Term Disaster Support" (Motion) to facilitate efforts to respond to and recovery from the January 2025 Windstorm and Critical Fire Events (Critical Fire Events);

WHEREAS, Directives 6.a. and 6.f.iii. of the January 28, 2025 Motion authorized Los Angeles County Public Works (Public Works) to enter into or amend existing contracts, including debris removal and emergency recovery service contracts, without giving notice to let bids for contracts where there are exigent or emergency circumstances, for emergency actions in response to or recovery from the Critical Fire Events;

NOW, THEREFORE, in consideration of these facts and payment to be made by COUNTY, COUNTY and CONSULTANT agree that the Contract shall be amended as follows:

The parties agree that effective upon execution of this AMENDMENT NO. 1 by CONSULTANT, the corresponding change will take effect. The Contract shall be revised as shown below and this Amendment shall be incorporated in the Contract by reference.

FIRST: The Contract is hereby amended to provide that CONSULTANT shall perform 2025 Wildfires – Private Property Debris Removal (PPDR) Support Services, as requested by COUNTY, to address exigent and emergency circumstances directly resulting from the Critical Fire Events. ATTACHMENT A is added as Paragraph 4 to Exhibit A of the Contract.

SECOND: The Contract's not to exceed amount will increase from \$5,000,000 to \$20,000,000, an increase of \$15,000,000.

THIRD: Except as modified by this Amendment, all other terms, conditions, requirements, and specifications of the Contract shall remain in full force and effect.

COUNTY OF LOS ANGELES

By   
Deputy Director of Public Works

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By   
Deputy County Counsel

Heidi Liu  
Type/Print Name

TETRA TECH BAS, INC.

By   
President

Christine M. Arbogast  
Type/Print Name

By   
Secretary Chief Financial Officer

Jeffrey M. Williams  
Type/Print Name

**ATTACHMENT A  
SCOPE OF SERVICES  
2025 WILDFIRES – PRIVATE PROPERTY DEBRIS REMOVAL (PPDR)  
SUPPORT SERVICES  
PW15496 – TECHNICAL AND ENVIRONMENTAL SERVICES**

ATTACHMENT A is added as Paragraph 4 to Exhibit A of the Contract.

4. Additional Emergency Work for January 2025 Windstorm and Critical Fire Events (Critical Fire Events) as indicated below.

A. Work Description

1. Background

Beginning on January 7, 2025, the County of Los Angeles (County) was impacted by critical fire weather, severe straight-line winds, and catastrophic wildfires, including the Palisades Fire, Eaton Fire, Hurst Fire, Kenneth Fire, Hughes Fire, and multiple other fires. These unprecedented simultaneous events caused loss of life, widespread damage, and destruction to residential structures, businesses, public facilities and infrastructure, power outages, downed trees, road closures, rockslides, and significant debris. The Critical Fire Events damaged or destroyed approximately 12,000 homes and other structures in multiple jurisdictions, including the Cities of Malibu, Los Angeles, Pasadena, and Sierra Madre, and unincorporated County areas.

The U.S. Army Corps of Engineers (USACE), in coordination with County and State agencies, will remove, transport, and dispose of fire debris from eligible properties at no cost to the property owners through the Government-sponsored Consolidated Debris Removal Program (CDRP). To participate in the CDRP, a property owner must execute a Right of Entry (ROE) form, which requires the property owner to assign to the County debris removal and/or hazard tree removal insurance proceeds, if any, to avoid a duplication of benefits, as required under federal law. The property owner must also provide a copy of their insurance policy(ies), as applicable.

2. Description of Services

CONSULTANT will process all ROE forms submitted by property owners and provide administrative services for the CDRP, including, but not be limited to, review of ROEs and supporting documentation, verifying property ownership, obtaining missing information from property owners, preparing ROEs for final approval by the County, transmitting approved ROEs to USACE, processing and transmitting withdrawal forms, and providing call center services.

CONSULTANT will perform the following tasks, as appropriate and not necessarily in the order set forth below:

## Part 1: High-Level Organization Framework

CONSULTANT will provide a Manager to oversee all services required to accomplish the full extent of tasks required herein. The Manager, in coordination with their team, will develop a mobilization and demobilization plan for collection of the ROE forms, in consultation with and at the direction of the County. CONSULTANT will track applications to participate in the CDRP and report on the completion rate for each land parcel. CONSULTANT and Manager will obtain and maintain daily Incident Command System (ICS) Activity Log (ICS 214) forms for all CONSULTANT and subconsultant staff working on this project.

### Task 1.1: General Technical Assistance

CONSULTANT will attend relevant task force meetings to advise their staff and Public Works on outreach and call center needs. CONSULTANT will also provide general technical assistance on the CDRP, including development of public outreach materials such as flyers and Frequently Asked Questions (FAQs).

- Assume 12 weekly meetings for estimating purposes.

## Part 2: Community Outreach

CONSULTANT will deploy a comprehensive community outreach strategy that includes providing staff (local hiring preference) for Disaster Recovery Centers (DRCs) and community events, operating a call center to make and receive calls from members of the public, coordinating with the County to ensure that the County's website provides the most up-to-date information, and facilitating Public Service Announcements as directed by County. The call center can be used to conduct outreach and answer caller questions.

### Task 2.1: Disaster Recovery Center Support

CONSULTANT will assign at least one staff per DRC to provide general support and assist with the collection of ROEs. CONSULTANT will also provide outreach material such as handouts and FAQs, to be publicly disseminated with County approval, and as-needed IT equipment support. CONSULTANT will attend public and/or community meetings as requested by the County, and will prepare summaries of the meetings.

- Assume two DRC locations, 12 hours per shift, and two staff per location per shift for estimating purposes.

### Task 2.2: Call Centers

CONSULTANT will create and maintain detailed records of the County's existing voicemail backlog, follow up and respond to all voicemails as it relates

to the County's debris removal hotline, and log all pertinent information in the voicemail records. CONSULTANT will also log and respond to all relevant email inquiries. CONSULTANT will coordinate with the County to disseminate the most up-to-date information through calls and emails from the call center. CONSULTANT will respond to all inquiries in a manner consistent with the information approved by the County.

- Assume 1000 calls/day for estimating purposes.

#### Task 2.3: Attend Community Meetings and Workshops

CONSULTANT will attend and provide support at community meetings as requested by Public Works. CONSULTANT will also provide outreach materials such as handouts and FAQs, to be publicly disseminated with County approval.

- Assume 15 meetings for estimating purposes.

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#### Task 2.4: Provide Outreach Materials as Needed

CONSULTANT will provide material support for outreach events and DRCs, including IT equipment (e.g., copiers, scanners, printers, etc.). CONSULTANT will also provide hard copies of typical outreach materials such as flyers, handouts, mailers, and door hangers.

#### Part 3: Collection and Processing of ROE Forms (Opt-In)

- Assume 10,000 ROEs for estimating purposes.

#### Task 3.1: Review of Right-of-Entry Applications

CONSULTANT will review each submitted ROE form for completeness, including identity verification, and confirm all appropriate documents have been submitted. The County will provide CONSULTANT with access to the necessary computer applications to conduct reviews of submitted ROE forms and to track the status of each ROE. CONSULTANT shall process and digitize all incoming ROEs and file them in a Countywide database by parcel number. CONSULTANT shall transfer previously collected ROEs to the new ROE database, allowing property owners to upload required documents and submit legally-binding digital signatures. CONSULTANT will review previously collected ROEs for completeness and verify the address, ownership, incident, submission type, insurance information, and supporting documentation for each property. CONSULTANT shall confirm the identity of the applicant as the owner of the property. CONSULTANT shall notify the applicant when a required submittal is approved.

### Task 3.2: Contact Property Owner and Request Missing Information

County will provide CONSULTANT with County email access and voicemail templates to reach out to property owners and request any information that is missing from their ROE. If the property owner did not provide their email address or phone number, CONSULTANT shall prepare and mail a written request using a template provided by the County. CONSULTANT shall monitor the email inbox for communications relating to "ROE supporting documents." CONSULTANT shall save all necessary supporting documents, which shall be available for the County to access at any time for review.

### Task 3.3: Prepare documents for final review and approval by the County

CONSULTANT shall verify with the property owner directly that the information provided on their ROE is complete and correct and request missing or additional information as needed. CONSULTANT shall review submitted ROEs and flag unique property features, including, but not limited to, utility locations, solar panels, vehicles, and special requests. CONSULTANT shall use the State requested naming convention ("APN\_addressnospace\_countyname") for digital files related to this project. Each folder should contain one combined pdf with the ROE, identification, legal documents, insurance documents, and any additional documentation or information such as access details or additional contact information. Documents that do not need to be submitted to the State, such as correspondence, shall be saved in a separate folder named "Misc. Documents." CONSULTANT will also collect data that can be transferred into ArcGIS to use for situational awareness purposes.

### Task 3.4 Process Withdrawal Forms

CONSULTANT shall process all ROE withdrawal forms, ensure the records for those properties are updated to reflect their withdrawn status, and clearly communicate the withdrawal to USACE to avoid any unauthorized work. CONSULTANT will track withdrawals in the program database.

### Task 3.5: Submit ROE to State

CONSULTANT shall prepare completed ROE forms for review and approval by the County. Approved ROEs will be stamped by the County and returned to CONSULTANT. CONSULTANT shall transmit approved ROEs to USACE according to federal requirements and provide proof of delivery to the County. CONSULTANT shall also transmit a Final Sign-off to the property owner, upon approval by the County. CONSULTANT shall also respond to inquiries regarding ROEs.

Task 3.6: Dashboard / Reporting

CONSULTANT shall develop a dashboard to track the status of debris removal applications. This dashboard will be accessible to the County, as well as the Cities of Los Angeles, Malibu, Pasadena, and Sierra Madre to track the status of applications for properties within their respective jurisdictions.

Task 3.7: Non-Responsive Properties

CONSULTANT shall track, investigate, and conduct outreach and follow up for any properties that do not submit the ROE form by the March 31, 2025 deadline. CONSULTANT will develop and implement an outreach strategy for non-responsive properties.

B. Reporting

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CONSULTANT will provide daily activity reports and monthly summary reports to provide information including, but not limited to, ROEs received, ROE approvals, calls received, etc. CONSULTANT shall create and maintain online dashboards and data access providing real-time updates for each jurisdiction, including application status reports by parcel. Data shall be organized into separate categories for single-family homes, multi-family residential, condominiums, etc.

C. Compensation

For the services set forth in ATTACHMENT A, CONSULTANT will be compensated as shown in CONSULTANT's proposal, included as ATTACHMENT A.1.

# Private Property Debris Removal Support Services

Technical and Environmental Services (PW15496)  
Los Angeles County, California

February 1, 2025



TETRA TECH

Subject: PPDR Support Services (PW15496)

Dear Mr. Sheppard,

Tetra Tech, Inc. (Tetra Tech) is honored to submit the enclosed proposal to provide Private Property Debris Removal (PPDR) Support Services for Los Angeles County (County) from the impacts of the 2025 Wildfires. The Tetra Tech team is the most experienced and qualified contractor and prepared to support the County and its communities affected by the recent fires.

**We bring unparalleled experience nationally and throughout California to execute a successful program.**

Tetra Tech has managed PPDR programs in nine states, including California, and has been actively engaged in PPDR operations every year for the past decade. In total, we have **managed more than 42,700 PPDR parcels**. We have hired and trained over 5,100 field staff for PPDR missions, monitored the collection of millions of cubic yards of PPDR debris, including over 271,000 hazardous trees and over 10,000 structural demolitions. Our experience spans a diverse array of events, including wildfires, flooding, and severe storms. Our vast footprint across California allows us to respond immediately. With Tetra Tech, the County gains access to a team of experts who have proven success in managing the exact type of program the County is planning to implement.

We have established SOPs that have been previously approved by prior State-run response missions. Our stringent SOPs are supported by an integrated quality assurance and quality control program that adheres to established compliance processes. In all, we implement compliant protocols throughout the project to provide truly turnkey and reliable service.

**We are ready to respond immediately and are committed to LA County's recovery.**

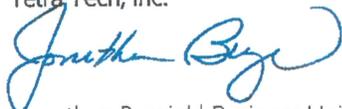
Tetra Tech's ability to rapidly mobilize is unmatched in the industry. Our project team has been carefully selected based on the requirements of the scope of work and are prepared to meet immediate response needs, as well as long-term recovery needs. Tetra Tech is qualified and prepared to overcome the logistical and technical challenges a large-scale program of this nature will encounter. Our team stands at the ready to mitigate these risks by assigning seasoned staff who are experienced with complex programs at key positions, leveraging technology to streamline operations, and oversight by our division and corporate leadership.

Our readiness, combined with local field staff recruitment methodologies, poises Tetra Tech for seamless integration into the County's recovery efforts. We are dedicated to delivering the highest quality services while maintaining a strong focus on compliance, safety, and cost-effectiveness.

Tetra Tech would be honored to serve as LA County's PPDR services provider. We are fully prepared to provide the high-quality service the County expects.

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel | Business Unit President, Tetra Tech Disaster Recovery

# 1. RELEVANT EXPERIENCE

Tetra Tech personnel have supported clients throughout California since 2000, performing more than 3,200 projects. Tetra Tech's ability to rapidly mobilize is unmatched in the industry. With over 30,000 employees globally and dedicated disaster recovery staff stationed nationwide, our team can deploy resources and establish operations within 24 hours of a Notice to Proceed. Our readiness, combined with local field staff recruitment methodologies, poises Tetra Tech for seamless integration into the County's recovery efforts.

23

Local Offices

*Pasadena HQ*

1,400+

Local Staff

38

County Clients



## UNMATCHED EXPERIENCE IN WILDFIRE RECOVERY

We have provided project management and recovery oversight for some of the nation's largest wildfires, including the 2021 Dixie Fire, 2018 Camp Fire, 2017 Northern California Wildfires, Thomas, Mendocino Complex, Carr, Camp, and 2020 California Wildfires (Northern Branch division).

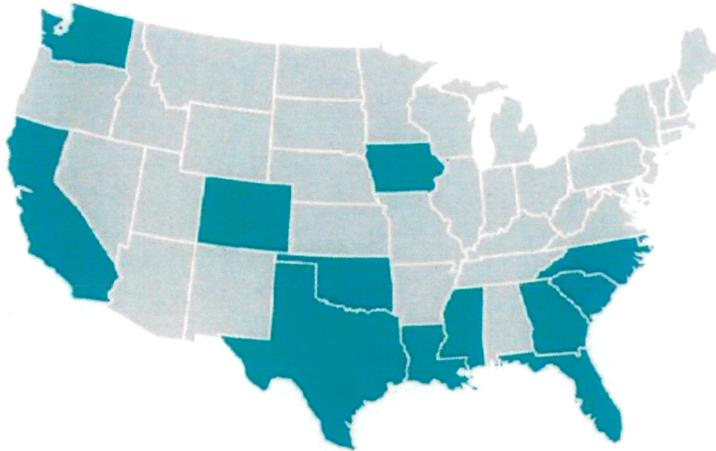
Tetra Tech has supported our clients with post-fire remediation since 2011, gaining specialized skillsets in structural debris management in compliance with strict state and federal regulations and protocols. Our team has also assisted numerous clients in assessments, surveying, documenting, and monitoring the remediation of wildfire debris. In total, our team has successfully managed the removal of and reimbursement for over 7.6 million tons of fire debris, 3.1 million hazardous trees, and the demolition and debris removal of over 22,000 fire-damaged residential and commercial structures.

Throughout these projects, our team has conducted damages assessments, hazardous site assessments and environmental sampling (soil and water), completed air monitoring and sampling activities, coordinated and monitored debris removal operations, monitored hauling/disposal operations, and provided extensive data management. The magnitude and nature of these events has allowed us to develop real-time data collection platforms, operational, and logistical methodologies that will be utilized for this project.

## PPDR Program Experience

Tetra Tech has unparalleled experience managing complex debris programs, having **administered more than 70 PPDR programs addressing more than 42,700 parcels since 2005**, including many of the largest PPDR programs in U.S. history. Our comprehensive understanding of the full PPDR lifecycle including legal justification, programmatic planning and contractor procurement, intake center establishment and staffing, program promotion / public information office assistance, system of record establishment and maintenance, call center operations, field assessments, and program close-out and reimbursement. Tetra Tech assists communities with each step of the PPDR process, beginning by ensuring they have the legal authority via local and state ordinances to enter onto private property. As PPDR programs progress, we assist with preparing submittal packages for FEMA to approve the program, establishing intake centers and promoting the Right-of-Entry (ROE) program with eligible applicants, and ensuring the program is properly documented. **Our team has managed PPDR missions in every context**, ranging from large, gated programs in wildfire-damaged parcels in California,

## 20 YEARS OF PPDR EXPERIENCE



HURRICANE HELENE (2024) 8 CLIENTS	DETWILER WILDFIRE (2017) 1 CLIENT
HURRICANE MILTON (2024) 10 CLIENTS	HELENA WILDFIRE (2017) 1 CLIENT
HAWAII WILDFIRES (2023) 2 CLIENTS	FLOODING/SEVERE STORMS (2016) 1 CLIENT
HURRICANE IAN (2022) 23 CLIENTS	FLOODING (2016) 1 CLIENT
CA WILDFIRES (2022) 3 CLIENTS	ERSKINE WILDFIRE (2016) 1 CLIENT
SURFSIDE CONDO COLLAPSE (2021) 1 CLIENT	CLAYTON WILDFIRE (2016) 1 CLIENT
HURRICANE IDA (2021) 2 CLIENTS	BUTTE WILDFIRE (2015) 1 CLIENT
WILDFIRES (2021) 15 CLIENTS	VALLEY WILDFIRE (2015) 1 CLIENT
HURRICANE LAURA (2020) 1 CLIENT	FLOODING (2014) 1 CLIENT
NORTH BRANCH WILDFIRES (2020) 9 CLIENTS	FLOODING (2013) 1 CLIENT
HURRICANE MICHAEL (2018) 3 CLIENTS	HURRICANE SANDY (2012) 1 CLIENT
HURRICANE FLORENCE (2018) 1 CLIENT	HURRICANE ISAAC (2012) 1 CLIENT
CAMP WILDFIRE (2018) 1 CLIENT	WILDFIRES (2011) 1 CLIENT
MENDOCINO-COMPLEX FIRE (2018) 1 CLIENT	ICE STORM (2009) 1 CLIENT
CARR WILDFIRE (2018) 1 CLIENT	FLOODING (2008) 2 CLIENTS
SEVERE STORMS/TORNADOES (2017) 1 CLIENT	HURRICANE IKE (2008) 2 CLIENTS
HURRICANE HARVEY (2017) 2 CLIENTS	HURRICANE GUSTAV (2008) 1 CLIENT
NORCAL WILDFIRES (2017) 4 CLIENTS	HURRICANE KATRINA (2005) 2 CLIENTS
THOMAS WILDFIRE (2017) 1 CLIENT	HURRICANE WILMA (2005) 1 CLIENT

## SAMPLE PPDR PROGRAMS

### 2015-2024 CALIFORNIA WILDFIRES

Led PPDR efforts following multiple wildfire events. Our support to the **State of California** and its local activating entities has included complex requirements for air monitoring, environmental testing, and insurance subrogation – lessons we will apply to this mission.

### 2024 TROPICAL STORM HELENE

Currently managing intake and documentation of the **Buncombe County** PPDR program, including complex ownership issues and environmental considerations.

### 2005 HURRICANE KATRINA

Oversaw the high-profile **City of New Orleans** residential demolition program following Hurricane Katrina, managing complex environmental and historical considerations across 6,000+ assessments and 2,300+ demolitions.

### 2018 HURRICANE MICHAEL

Managed five distinct PPDR programs in **Florida** across one county and four cities. In total, our team coordinated the monitoring of more than 201,000 CYs of debris through these PPDR programs.

## Tetra Tech PPDR Experience

Client Name	State	Date Start	Date End	Disaster	Parcels
Buncombe County	NC	11/17/2024	Ongoing	Hurricane Helene	1,053
CalRecycle	CA	10/23/2024	1/23/2025	Park Fire	431
CalRecycle	CA	10/15/2024	1/23/2025	Borel Fire	142
DRC Emergency Services	NM	7/30/2024	1/20/2025	South Fork and Salt Fire	619
Calcasieu Parish	LA	11/8/2023	12/14/2024	Hurricane Laura	161
City of Lake Charles	LA	7/14/2022	9/5/2024	Hurricane Laura	159
Tangipahoa Parish	LA	9/28/2022	5/15/2024	Hurricane Ida	279
St. John The Baptist Parish	LA	2/28/2023	4/13/2024	Hurricane Ida	382
City of Spokane	WA	2/8/2024	3/26/2024	2023 Washington Wildfires	13
City of Sulphur	LA	1/31/2024	2/22/2024	Hurricane Laura	42
Madera County	CA	9/20/2023	1/12/2024	Fork Fire	24
El Dorado County	CA	2/15/2023	6/5/2023	Mosquito Fire	20
CalRecycle	CA	10/25/2022	6/5/2023	Mckinney, Mill, Mountain Fires	249
Placer County	CA	2/1/2023	5/26/2023	Mosquito Fire	26
USACE – New Mexico	NM	8/13/2022	2/7/2023	Wildfires And Straight-Line Winds	322
Mariposa County	CA	9/15/2022	2/2/2023	Oak Fire	166
CalRecycle Dixie Fire	CA	10/15/2021	10/3/2022	Dixie Fire	2,922
CalRecycle Northern Branch	CA	11/30/2020	8/25/2022	California Wildfires	3,280
CalRecycle	CA	11/13/2020	11/6/2021	Camp Fire	7,315
Bay County	FL	2/14/2020	3/19/2021	Hurricane Michael	746
City of Lynn Haven	FL	6/8/2020	2/4/2021	Hurricane Michael	20
Town of Malden - DRC	WA	11/18/2020	12/30/2020	Babb Fire	113
CalRecycle - Lake County	CA	9/25/2018	11/12/2020	Mendocino Complex Fire	159
City of Callaway	FL	6/1/2020	8/30/2020	Hurricane Michael	34
City of Springfield	FL	5/28/2020	8/27/2020	Hurricane Michael	37
CalRecycle - Butte County	CA	1/18/2019	3/26/2020	Camp Fire	12,732
CalRecycle - Shasta County	CA	8/31/2018	2/7/2019	Carr Fire	1,046
Craven County	NC	10/17/2018	10/17/2018	Hurricane Florence	1
CalRecycle - Ventura County	CA	1/16/2018	7/12/2018	Wildfires, Flooding, And Mudflows	691
USACE - CA - ECC	CA	11/1/2017	5/9/2018	Wildfires	2,474
USACE - CA - Ceres	CA	1/18/2018	4/13/2018	Wildfires	165
USACE - CA - Ashbriitt	CA	11/14/2017	4/5/2018	Wildfires	660
Orange County, TX	TX	12/4/2017	1/25/2018	Hurricane Harvey	44
Dougherty County	GA	11/10/2017	12/21/2017	Severe Storms And Tornadoes	374
Calaveras County	CA	1/30/2017	12/19/2017	Severe Storms and Flooding	236
Jefferson County	TX	12/11/2017	12/14/2017	Hurricane Harvey	1
CalRecycle	CA	10/10/2017	12/12/2017	Helena Fire	73
CalRecycle	CA	8/22/2017	10/30/2017	Detwiler Fire	129
Lake County	CA	2/9/2016	8/31/2017	Severe Storms and Flooding	404
Ascension Parish	LA	10/6/2016	1/20/2017	Severe Storms and Flooding	15
Hays County	TX	2/15/2016	5/18/2016	Severe Storms and Flooding	18
City of New Orleans	LA	3/17/2015	12/3/2015	Hurricane Katrina	6,000
Bastrop County	TX	11/4/2011	7/31/2013	Wildfire	29
<b>TOTAL</b>					<b>42,753</b>

## 2. PROJECT TEAM

Tetra Tech has assembled a team of Private Property Debris Removal (PPDR) experts with direct experience responding to recent disasters and managing large-scale PPDR programs. **Our dedicated project management team is deeply familiar with the policies, procedures, and requirements associated with delivering successful Right of Entry (ROE) and PPDR services.**

Our record of success includes serving over 300 state and local government clients in response to over 100 presidential disaster declarations over the last decade. Our team has successfully managed more than 70 PPDR missions, overseeing more than 42,700 PPDR parcels. Tetra Tech is committed to providing LA County with an experienced project manager and consistent project management team that will expedite recovery efforts by establishing a coordinated and organized approach to PPDR program administration.

### Proposed Project Manager: Donald Kunish



25+ YEARS OF EXPERIENCE

72 DISASTERS

13+ YEARS OF CALIFORNIA DISASTER EXPERIENCE

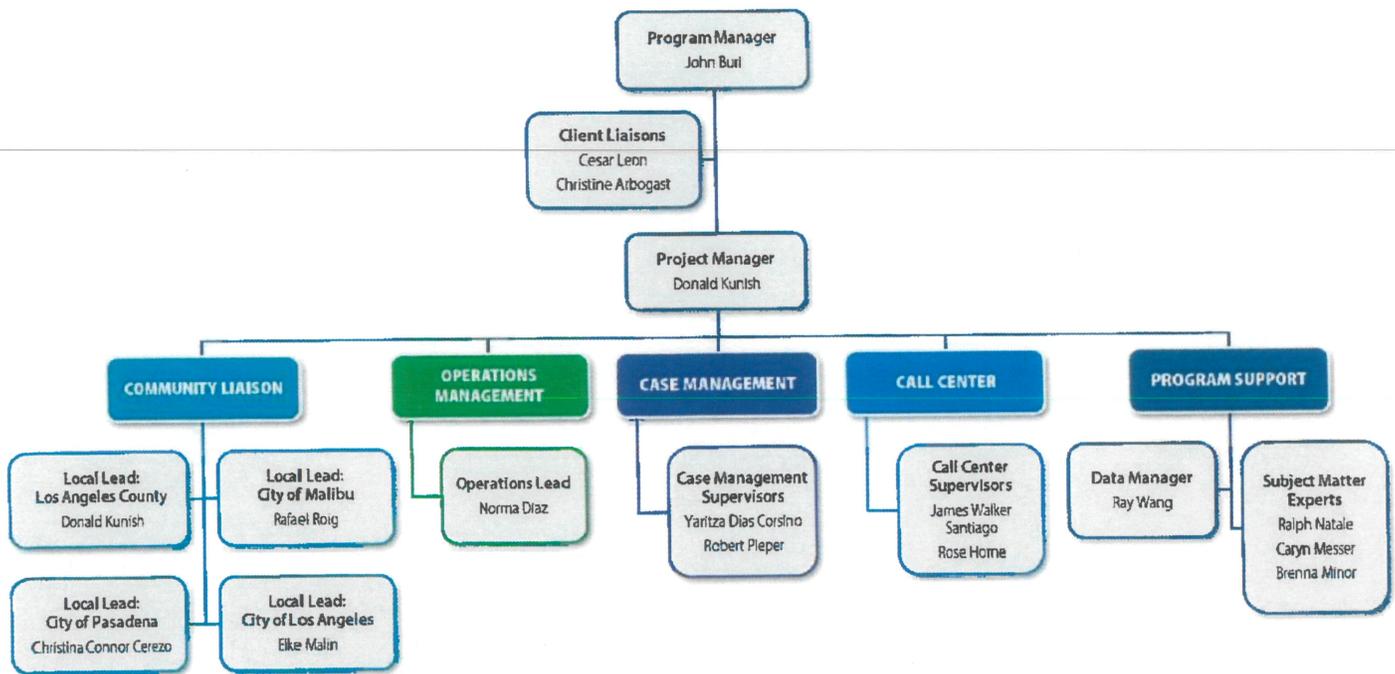
Mr. Donald Kunish is a disaster recovery management expert with 25 years of experience and has worked on more than 70 disasters throughout his career. Currently he supports multiple communities in utilizing federal grants to respond to, recover from, and mitigate both natural and human-made disasters across the country. These programs include the management of application development, project formulation, grant management, project implementation, and closeout. Throughout his career, his continued focus has been to build back damaged infrastructure to be more disaster-resilient and mitigate against future disaster for state and local governments under FEMA PA and HMGP. Donald specializes in the evaluation of recovery processes to identify and implement improvements using his programmatic and technological experience to move support his client's recovery goals.

In addition to his disaster grant management and response work, Donald has been a project manager on disaster debris removal and debris removal monitoring projects and supports communities as they evaluate flooded properties to make substantial damage estimations under the National Flood Insurance Program. He began his career with the State of Florida Division of Emergency Management and worked there for 13 years serving as the State's Planning Section Chief, Incident Management Team Commander, Deputy Hazard Mitigation Chief, and Hazardous Material Auditor. Over the past 25 years, Donald has responded to disasters from the private and public sector emergency management perspective including hurricanes, floods, ice storms, fires, emergency repatriations, tornadoes, public health epidemics, hazardous material releases and earthquakes.

### Organizational Chart

The proposed organization structure is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position. Our proposed organizational structure ensures orderly communication, distribution of information, effective coordination of activities, and accountability. Tetra Tech's project team can scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects. Full resumes will be provided upon request.

Project Organization Chart



### 3. COST

The estimated budget is based on Tetra Tech’s current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the County and Tetra Tech. The fee for services (scope of work provided by Public Works) will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly labor rates plus non-labor expenses. Figure 1 below provides the hourly labor rates, Figure 2 shows the estimated cost breakdown by task, and Figure 3 outlines the anticipated staff positions and level of effort.

**Figure 1. Hourly Labor Rates [1]**

Labor Category	Hourly Labor Rate
Administrative Assistant	\$66.78
Customer Service Representative	\$66.78
CSR Supervisor	\$113.42
Subject Matter Experts	\$201.40
Program Manager	\$201.40
Waste Services PM	\$201.40
Outreach Coordinator	\$127.20
Application Specialist - Outreach	\$83.74
Application Specialist - Processing	\$83.74
Application Specialist - On Site (DRC)	\$83.74
Application Specialist Lead	\$92.22
Data Analyst	\$113.42
Data Supervisor	\$121.20
Application Specialist QA/QC	\$92.22

**Figure 2. Estimated Cost Breakdown by Task [2][3]**

Task	Estimated Cost
Task 1.1 Technical Assistance	\$256,728.00
Task 2.1 DRC Support	\$1,049,794.00
Task 2.2 Call Center	\$3,718,811.00
Task 2.3 Attend Community Meetings	\$105,131.00
Task 2.4 Provide Outreach Materials	\$19,971.00
Task 3.1 Review ROE Applications	\$1,436,956.00
Task 3.2 Contact Property Owner	\$795,314.00
Task 3.3 Prepare Docs for Final Review	\$795,314.00
Task 3.4 Process Withdrawal Form	\$679,855.00
Task 3.5 Submit ROE to State	\$795,314.00
Task 3.6 Dashboard and Reporting	\$415,574.00
Task 3.7 Non-Responsive Properties	\$251,373.00
Billable Expenses	\$350,829.50
<b>Estimated Total</b>	<b>\$10,670,964.50</b>

Figure 3. Estimated Hours by Labor Category [2][3]

Labor Category	Est. Quantity of Staff	Est. Hours per Position												Total Est. Hours per Position
		Task 1.1 Technician Assistant	Task 2.1 DRG Support	Task 2.2 Call Center	Task 2.3 Attend Community Meetings	Task 2.4 Provide Outreach Materials	Task 3.1 Review RCE Applications	Task 3.2 Contact Property Owner	Task 3.3 Prepare for Final Review	Task 3.4 Process Applications Form	Task 3.5 Submit RCE to State	Task 3.6 Disbursement and Reporting	Task 3.7 Audit Properties	
Administrative Assistant	1	52	52	52	-	-	209	104	104	104	104	104	21	936
Customer Service Representative	50	-	-	52,096	-	-	-	-	-	-	-	-	4	52,100
CSR Supervisor	2	-	-	2,084	-	-	-	-	-	-	-	-	-	2,084
Subject Matter Experts	2	716	-	-	144	-	72	72	72	72	72	72	-	1,292
Program Manager	4	233	104	0	285	0	520	520	520	520	520	520	148	3890
Waste Services PM	1	47	21	-	57	-	104	104	104	104	104	104	29	778
Outreach Coordinator	1	414	261	-	57	157	-	-	-	-	-	-	48	937
Application Specialist - Outreach	8	-	-	-	-	-	1,670	1,253	1,253	1,253	1,253	-	402	7,084
Application Specialist - Processing	15	-	-	-	-	-	3,132	2,349	2,349	2,349	2,349	-	753	13,281
Application Specialist - On Site (ERC)	10	-	10,419	-	-	-	-	-	-	-	-	-	1	10,420
Application Specialist Lead	7	-	365	-	-	-	1,462	1,096	1,096	731	1,096	-	351	6,197
Data Analyst	6	-	-	-	-	-	3,132	-	-	-	-	-	2,088	5,221
Data Supervisor	1	-	-	-	-	-	522	-	-	-	-	-	261	783
Application Specialist QA/QC	17	-	887	-	-	-	3,550	2,662	2,662	1,775	2,662	-	853	15,051
<b>Est. Total Hours</b>		<b>1,462</b>	<b>12,109</b>	<b>54,232</b>	<b>543</b>	<b>157</b>	<b>14,373</b>	<b>8,190</b>	<b>8,160</b>	<b>6,908</b>	<b>8,160</b>	<b>3,149</b>	<b>2,611</b>	<b>120,024</b>

[1] The hourly labor rates apply only to the services outlined in scope of work provided by Public Works.

[2] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates plus non-labor expenses. Non-labor related project costs (travel, outreach materials, docusign, appraisals, and other direct project expenses) will be billed to the County at cost with no mark-up. Tetra Tech shall submit monthly invoices to the County detailing the hours worked and expenses incurred.

[3] Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the estimated total: (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one deliverable/task and more hours within another deliverable/task.



# City of Sierra Madre **AGENDA REPORT**

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor Parkhurst and Members of the City Council  
FROM: Eric Lozick, Management Analyst  
REVIEWED BY: Jose Reynoso, City Manager  
DATE: March 11, 2025

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**SUBJECT: EMERGENCY PUBLIC WORKS CONTRACT NOTIFICATION:  
FLORAL DEBRIS BASIN CLEANOUT BY NORTHWEST  
EXCAVATING**

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## **STAFF RECOMMENDATION**

Staff is notifying the City Council of an emergency public works contract executed under the City Manager's authority, per Sierra Madre Municipal Code (SMMC) Section 3.08.090, for emergency debris removal at the Floral Debris Basin following the 2025 Mid-February Winter Storm event. No action is required by the City Council at this time.

## **ALTERNATIVES**

As this report serves to inform the City Council of actions already taken under emergency provisions, no alternatives are presented. However, the City Council may provide additional direction regarding future emergency response procedures or storm mitigation efforts.

## **ANALYSIS**

### **Emergency Conditions Leading to Contract Execution**

Between February 13 and 15, 2025, the City of Sierra Madre experienced a significant winter storm that resulted in approximately 3 inches of rainfall over a 48-hour period, with peak downpours exceeding 1 inch per hour. Given the recent Eaton Fire burn scar, the steep terrain, and the volume of rainfall, these conditions triggered severe mudflows and debris deposition throughout the city. The hardest-hit areas were in the foothill and canyon neighborhoods, particularly along Woodland Drive, Auburn Avenue, and

Grandview Avenue, where mud, rocks, and boulders overtook streets and inundated properties.

The Floral Debris Basin, a critical flood control structure located north of Sierra Meadows Drive, rapidly reached full capacity as it captured massive amounts of debris and sediment from the burned slopes above. The basin, which is owned and maintained by the City of Sierra Madre, was completely filled within hours of the storm's peak intensity, preventing an even greater volume of mud from flowing into the city. However, once at capacity, excess debris bypassed the basin and contributed to downstream flooding, increasing risks to roadways, homes, and public infrastructure.

Immediate debris removal from the Floral Debris Basin was necessary to restore flood protection capacity before subsequent storm systems arrived. Without intervention, any additional rainfall could have led to further flooding, mudslides, and potential damage to public and private properties. The City Manager, acting as Director of Emergency Services, determined that an emergency cleanout of the Floral Debris Basin was essential to mitigating further risks.

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#### City Manager's Emergency Authority Under SMMC 3.08.090

Under Public Contract Code Section 22050, subdivision (b)(1), states, "The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the ... city manager ... the authority to order any action [to repair or replace a public facility without giving notice for bids to let contracts]." Per Sierra Madre Municipal Code (SMMC) Section 3.08.090, the City Manager is authorized to approve emergency public works contracts up to \$200,000 when an urgent situation requires immediate action to protect life, safety, and public infrastructure. Given the severity of the storm's impacts, the City Manager exercised this emergency authority to expedite the removal of debris from the Floral Debris Basin.

Under Public Contract Code Section 22050, subdivision (b)(3), states, "If a person with authority delegated ... orders any action ... that person shall report to the governing body, at its next meeting ... the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency. SMMC 3.08.090 clarifies that the report must occur at the next regular meeting of the city council. The emergency contract was executed to ensure that heavy equipment and personnel were deployed without delay, reducing the risk of additional flooding and ensuring the basin remained functional for future storm events. The City Council was advised of the emergency actions in real-time, and formal notification is being provided through this staff report.

Under Public Contract Code Section 22050, subdivision (c)(2), the City Council must determine "by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated ... has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision." The excavation work is now complete. The City manager has terminated the emergency action.

### Contract with Northwest Excavating

To address the urgent need for debris removal, the City Manager approved a Professional Services Agreement (PSA) with Northwest Excavating, a contractor with expertise in debris removal and flood control maintenance. The contractor was selected based on their ability to mobilize equipment and personnel immediately, as well as their experience handling post-wildfire debris flows in foothill communities.

The scope of work under this emergency contract included:

- Excavation and removal of accumulated mud, rocks, and burned vegetation from the Floral Debris Basin.
- Hauling and proper disposal of debris to an approved site.
- Restoration of basin capacity to ensure continued flood protection.

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Work commenced immediately following the storm and was completed in a timely manner to ensure that Floral Debris Basin remained operational before the next forecasted rain event. The City will continue to monitor debris accumulation and coordinate with Los Angeles County Flood Control District to maintain the effectiveness of the city's flood control system.

### Historical Context & Infrastructure Resilience

Sierra Madre has a long history of dealing with post-wildfire debris flows, particularly following major fire seasons. Wildfires leave steep hillsides vulnerable to erosion, increasing the likelihood of flash floods and landslides during winter storms.

- The 2009 Station Fire resulted in severe debris flows in nearby foothill communities during the 2010 winter storms, causing extensive property damage and road closures.
- The 2008 Santa Anita Fire led to the creation of Sierra Madre's Mudslide Alert System, which remains in use today to warn residents of debris flow risks.
- The 1954 Sierra Madre Mudflow Disaster provided early precedent for the construction of debris basins throughout the foothill region.

The Floral Debris Basin is one of several key flood control structures in Sierra Madre, designed to capture mud and rock slides before they reach residential areas. However, City engineering reports have previously identified that Floral Basin lacks sufficient capacity to contain worst-case post-wildfire debris flow events. Given this limitation, timely debris removal following major storms is critical to preventing overflow and downstream flooding.

The February 2025 storm was the first major test of Sierra Madre's flood control system following the Eaton Fire, and the rapid basin clean-out was instrumental in reducing

further risks to life and property. Moving forward, the City will continue to assess long-term solutions, including potential capacity expansions, increased maintenance schedules, and coordination with county flood control agencies.

**ENVIRONMENTAL (CEQA)**

The emergency debris removal project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15269 (Emergency Projects), which applies to actions taken by a local agency to prevent or mitigate an emergency.

**STRATEGIC PLAN CORRELATION**

This action aligns with the City of Sierra Madre’s strategic goal of protecting public safety and infrastructure by ensuring that storm water management systems remain functional and that flood risks are minimized.

**FISCAL IMPACT**

- The emergency contract with Northwest Excavating was executed within the City Manager’s emergency spending authority under SMMC 3.08.090.
- The total contract cost is \$119,100, funded through the Public Works operating budget 10000.80000.52200.
- The City is assessing eligibility for FEMA or other emergency reimbursement funding to offset costs.

**PUBLIC NOTICE**

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

**ATTACHMENTS:**

Attachment A: Professional Services Agreement (PSA) Northwest Excavating

## PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Sierra Madre / Northwest Excavating )

### 1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”), and Northwest Excavating, a 2025 Mid February Winter Storm (“Consultant”).

### 2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Excavation for Mud & Debris removal from Floral Basin
- 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 February 19, 2025 Quotation 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 Director of Public Works, Arnulfo Yanez. 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 thousand and nineteen one hundred Dollars (\$119,100).
- 3.5. "Commencement Date": 02/19/2025
- 3.6. "Termination Date": 03/13/2025

#### 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 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. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.3. **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.

#### 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.

## 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.

## 8. 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.

## 9. RELATIONSHIP OF PARTIES

- 9.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

## 10. INDEMNIFICATION

- 10.1. **Definitions.** For purposes of this Section 10, "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.

- 10.2. **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. INSURANCE

- 11.1. **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.

- 11.2. **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: \_\_\_\_\_
- 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. **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. 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  
Annulfo Yanez  
 City of Sierra Madre  
 Director of Public Works  
 232 W. Sierra Madre Blvd.  
 Sierra Madre, CA 91024  
 Telephone: (626) 355-7135  
 Email: ayanez@sierramadrec.gov

If to Consultant  
 Name: Northwest Excavating  
 Address: 18201 Napa St  
Northridge, CA 91325  
 Telephone: 818-3495861  
 Email: richard@nwexc.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

**14. TERMINATION**

Either party may terminate this Agreement for any reason on seven calendar days' written notice to the other party. 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. 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.

**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"  
Northwest Excavating

**Authorized Signatories:**

Signature: \_\_\_\_\_

Printed: Jose Reynoso

Title: City Manager

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

Signature: \_\_\_\_\_

Printed: Laura Aguilar

Title: City Clerk

Date: \_\_\_\_\_

**Approved as to form:**

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: City Attorney

Date: \_\_\_\_\_



Since 1959

**OPERATED EQUIPMENT RENTALS SAW CUTTING & CORING**

18201 Napa Street • Northridge, California 91325-3374  
Tel: (818) 349-5861 • (800) 715-5755 • Fax: (818) 701-9326 • www.nwexc.com

**City of Sierra Madre**  
**Utility Services Division**  
*Equipment Rental Quotation*

**Job Location:**

Debris Basin. Sierra Madre, CA 91024

**Job Contact:**

Jen Peterson, Admin Asst., Sierra Madre, Dept. of Public Works.

EQUIPMENT	ATTACHMENTS	HOURLY RATE	TOTAL MACHINE TRANSPORTATION CHARGE
Cat 335F Excavator	60" Bucket	\$285.00	\$900

- Above price includes the machine, fuel, maintenance and the operator. Should the city supply diesel fuel, the hourly rate will be reduced by \$20.00 per hour. Northwest does not charge sales tax, cleaning fees or environmental fees.
- Machine transportation charge includes move in and out for the machine. On site moves (if needed) would be charged separately at \$150 per hour.
- Hourly rate is for straight time only. Overtime structure is as follows:  
Monday – Friday up to 8 hours is straight time  
Monday – Friday between 8 hours – 12 hours is overtime. (+\$45 per hour)  
Monday – Friday over 12 hours is double time (+\$90 per hour)  
Saturday up to 12 hours is overtime (+\$45 per hour)  
Saturday over 12 hours is double time (+\$90 per hour)  
Sunday all day is double time (+\$90 per hour)
- Anticipated length of job is 3 weeks or 120 hours. **120 hours + move = \$35,100.00**
- This quote is valid for 90 days.

Mike Piccard  
General Manager  
Northwest Excavating, Inc.

2/19/2025

Date



Since 1959

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**City of Sierra Madre**  
**Utility Services Division**  
*Equipment Rental Quotation*

**Job Location:**

Debris Basin. Sierra Madre, CA 91024

**Job Contact:**

Jen Peterson, Admin Asst., Sierra Madre, Dept. of Public Works.

EQUIPMENT	ATTACHMENTS	HOURLY RATE	TOTAL MACHINE TRANSPORTATION CHARGE
(5) 10 Wheel Dump Truck	N/A	\$140 each \$700 total	N/A

- Above price includes the Truck, Driver, fuel, maintenance and the operator. Northwest does not charge sales tax, cleaning fees or environmental fees.
- Hourly rate is for straight time only. Overtime structure is as follows:  
Monday – Friday up to 8 hours is straight time  
Monday – Friday between 8 hours – 12 hours is overtime. (+\$45 per hour)  
Monday – Friday over 12 hours is double time (+\$90 per hour)  
Saturday up to 12 hours is overtime (+\$45 per hour)  
Saturday over 12 hours is double time (+\$90 per hour)  
Sunday all day is double time (+\$90 per hour)
- Anticipated length of job is 3 weeks or 120 hours. **120 hours x \$700 = \$84,000.00**
- This quote is valid for 90 days.

  
Mike Piccard  
General Manager  
Northwest Excavating, Inc.

2/19/2025  
Date