

City Council Agenda

Tuesday, June 18, 2024

Closed Session 5:30 PM

Regular Meeting 6:30 PM

South Coast Air Quality Management District/Main Auditorium
21865 Copley Drive, Diamond Bar, CA 91765

How to Observe the Meeting From Home:

The public can observe the meeting by calling +1 (631) 992-3221, Access Code: 560-739-097 OR visit:
<https://attendee.gotowebinar.com/register/3794346897603171673>.

How to Submit Public Comment:

The public may provide public comment by attending the meeting in person, by sending an email, or by logging into the teleconference. Please send email public comments to the City Clerk at cityclerk@DiamondBarCA.gov by 4:00 p.m. on the day of the meeting and indicate in the Subject Line "FOR PUBLIC COMMENT." Written comments will be distributed to the Council Members, noted for the record at the meeting and posted on the City's official agenda webpage as soon as reasonably practicable (found here: <http://diamondbarca.ig2.com/Citizens/Default.aspx>).

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<https://attendee.gotowebinar.com/register/3794346897603171673>. Members of the public will be called upon one at a time during the Public Comment portion of the agenda. Speakers are limited to five minutes per agenda item, unless the Mayor determines otherwise.

American Disability Act Accommodations:

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**ANDREW CHOU***Council Member***RUTH M. LOW***Council Member***STEVE TYE***Council Member***STAN LIU***Mayor***CHIA TENG***Mayor Pro Tem*

City Manager Dan Fox • City Attorney Omar Sandoval • City Clerk Kristina Santana

DIAMOND BAR CITY COUNCIL MEETING RULES

Welcome to the meeting of the Diamond Bar City Council. Meetings are open to the public and are broadcast on Spectrum Cable Channel 3 and Frontier FiOS television Channel 47. You are invited to attend and participate. Copies of staff reports or other written documentation relating to agenda items are on file and available for public inspection by contacting the Office of the City Clerk. If requested, the agenda will be made available in an alternative format to a person with disability as required by Section 202 of the Americans with Disabilities Act of 1990. If you have questions regarding an agenda item, please contact the City Clerk at (909) 839-7010 during regular business hours.

PUBLIC INPUT

Members of the public may address the Council on any item of business on the agenda during the time the item is taken up by the Council. In addition, members of the public may, during the Public Comment period address the Council on any Consent Calendar item or any matter not on the agenda and within the Council's subject matter jurisdiction. Any material to be submitted to the City Council at the meeting should be submitted through the City Clerk.

Speakers are limited to five minutes per agenda item, unless the Mayor determines otherwise. The Mayor may adjust this time limit depending on the number of people wishing to speak, the complexity of the matter, the length of the agenda, the hour and any other relevant consideration. Speakers may address the Council only once on an agenda item, except during public hearings, when the applicant/appellant may be afforded a rebuttal.

Public comments must be directed to the City Council. A person who disrupts the orderly conduct of the meeting after being warned by the Mayor or the Mayor's designee that their behavior is disrupting the meeting, may result in the person being removed from the meeting.

INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE COUNCIL

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HELPFUL PHONE NUMBERS

Copies of agendas, rules of the Council, Video of meetings: (909) 839-7010

Computer access to agendas: www.diamondbarca.gov/agendas

General information: (909) 839-7000

THIS MEETING IS BEING VIDEO RECORDED AND BY PARTICIPATING VIA TELECONFERENCE, YOU ARE GIVING YOUR PERMISSION TO BE TELEVISED. THIS MEETING WILL BE RE-BROADCAST EVERY SATURDAY AND SUNDAY AT 9:00 A.M. AND ALTERNATE TUESDAYS AT 8:00 P.M. AND IS ALSO AVAILABLE FOR LIVE VIEWING AT [HTTPS://ATTENDEE.GOTOWEBINAR.COM/REGISTER/3794346897603171673](https://attendeegotowebinar.com/register/3794346897603171673) AND ARCHIVED VIEWING ON THE CITY'S WEB SITE AT WWW.DIAMONDBARCA.GOV.

CITY OF DIAMOND BAR

CITY COUNCIL AGENDA

June 18, 2024

CLOSED SESSION

5:30 p.m., CC-8 Conference Room, In
Person ONLY – no teleconference

Public Comments

CONFERENCE WITH REAL PROPERTY
NEGOTIATORS

Per Govt. Code 54956.8

Property: 22601 Sunset Crossing Road,
Diamond Bar

City negotiator: City Manager Dan Fox,
Assistant City Manager Ryan McLean,
Parks and Recreation Director Ryan Wright

Negotiating parties: Devang Mehta,
Diamond Bar Little League, Inc., dba
Diamond Bar PONY Baseball (DBPB)

Under negotiation: To obtain direction
regarding the price/terms of payment for
the acquisition of the property.

CALL TO ORDER:

6:30 p.m.

PLEDGE OF ALLEGIANCE:

Mayor

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's Office at 21810 Copley Dr., Diamond Bar, California, during normal business hours.

INVOCATION:**ROLL CALL:**

Chou, Low, Tye, Mayor Pro Tem Teng,
Mayor Liu

APPROVAL OF AGENDA:

Mayor

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

1.1 Presentation of City Tile to Carol Dennis.

1.2 San Gabriel Valley Regional Chamber of Commerce Annual Report.

2. CITY MANAGER REPORTS AND RECOMMENDATIONS:**3. PUBLIC COMMENTS:**

“Public Comments” is the time reserved on each regular meeting agenda to provide an opportunity for members of the public to directly address the Council on Consent Calendar items or other matters of interest not on the agenda that are within the subject matter jurisdiction of the Council. Although the City Council values your comments, pursuant to the Brown Act, members of the City Council or Staff may briefly respond to public comments if necessary, but no extended discussion and no action on such matters may take place. There is a five-minute maximum time limit when addressing the City Council.

4. SCHEDULE OF FUTURE EVENTS:

4.1 Concerts in the Park/Movies Under the Stars – Continues each Wednesday through July 31, 2024, 6:30 – 9:30 p.m., Summitridge Park, 1425 Summitridge Dr.

4.2 Free Catalytic Converter Etching – June 19, 2024, 9:00 – 11:00 a.m., Calvary Chapel Golden Springs, 22324 Golden Springs Dr.

4.3 Planning Commission Meeting – June 25, 2024 – cancelled.

4.4 Coffee with a Cop – June 29, 2024, 8:00 – 10:00 a.m., The Coffee Bean & Tea Leaf, 235 S. Diamond Bar Blvd., Ste A.

4.5 City Council Meeting – July 2, 2024 – Cancelled in observance of Independence Day Holiday.

4.6 City Council Meeting – July 16, 2024, 6:30 p.m., online teleconference and SCAQMD Main Auditorium, 21865 Copley Dr.

5. CONSENT CALENDAR:

All items listed on the Consent Calendar are considered by the City Council to be routine and will be acted on by a single motion unless a Council Member or member of the public request otherwise, in which case, the item will be removed for separate consideration.

5.1 CITY COUNCIL MINUTES OF THE JUNE 4, 2024 REGULAR MEETING.**5.1.a June 4, 2024 City Council Regular Meeting Minutes**

Recommended Action:

Approve the June 4, 2024 Regular City Council meeting minutes.

Requested by: City Clerk

5.2 RATIFICATION OF CHECK REGISTER DATED MAY 29, 2024 THROUGH JUNE 11, 2024 TOTALING \$996,059.58.

Recommended Action:

Ratify the Check Register.

Requested by: Finance Department

5.3 TREASURER'S STATEMENT

Recommended Action:

Approve the May 2024 Treasurer's Statement.

Requested by: Finance Department

5.4 MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT (MLESA) BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF DIAMOND BAR FOR A FIVE-YEAR TERM THROUGH JUNE 30, 2029.

Recommended Action:

A. Approve, and authorize the Mayor to sign, the five-year Municipal Law Enforcement Services Agreement (MLESA) by and between County of Los Angeles and City of Diamond Bar; and

B. Authorize the City Manager to sign the annual 575 based on the Council-approved appropriations in the adopted operating budget.

Requested by: City Manager

- 5.5 CONSULTING SERVICES AGREEMENT WITH REGIONAL CHAMBER OF COMMERCE SAN GABRIEL VALLEY FOR BUSINESS DEVELOPMENT AND ENGAGEMENT SERVICES THROUGH JUNE 30, 2025.

Recommended Action:

Approve and authorize the City Manager to sign the Consulting Services Agreement with Regional Chamber of Commerce San Gabriel Valley.

Requested by: City Manager

- 5.6 EIGHTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH OPCO TRANSIT, INC. FOR SENIOR AND DISABLED TRANSPORTATION SERVICES THROUGH JUNE 30, 2025.

Recommended Action:

A. Approve, and authorize the City Manager to sign, the Eighth Amendment to the Consultant Services Agreement with OpCo Transit, Inc. for senior transportation services through June 30, 2025; and

B. Approve updates to the Diamond Ride Program Rules.

Requested by: City Manager

- 5.7 SECOND AMENDMENT TO MAINTENANCE SERVICES AGREEMENT WITH WOODS MAINTENANCE SERVICES, INC. (DBA GRAFFITI CONTROL SYSTEMS) TO PROVIDE GRAFFITI ABATEMENT SERVICES THROUGH JUNE 30, 2025.

Recommended Action:

Approve, and authorize the City Manager to sign, the Second Amendment to the Maintenance Services Agreement with Woods Maintenance Services, Inc., to provide graffiti abatement services through June 30, 2025.

Requested by: Community Development Department

- 5.8 SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH DAVID EVANS AND ASSOCIATES, INC. FOR LANDSCAPE PLAN CHECKING AND INSPECTION SERVICES THROUGH JUNE 30, 2025.

Recommended Action:

Approve and authorize the City Manager to sign the Second Amendment to the Consulting Services Agreement with David Evans and Associates, Inc., granting the second of two optional one-year extensions to June 30, 2025.

Requested by: Community Development Department

5.9 PRINTING AND MAILING SERVICES FOR THE CITY NEWSLETTER AND RECREATION GUIDE WITH DIRECT CONNECTION.

Recommended Action:

Approve and authorize the City Manager to issue a Purchase Order to Direct Connection for printing and mailing services in the not-to-exceed amount of \$78,820 for FY 2024/25.

Requested by: City Manager

5.10 CONSULTANT SERVICES AGREEMENT WITH PRINCE GLOBAL SOLUTIONS, LLC. FOR FISCAL YEAR 2024/25.

Recommended Action:

Approve, and authorize the City Manager to sign, the Consulting Services Agreement with Prince Global Solutions, LLC, for Federal advocacy services through June 30, 2025.

Requested by: Public Works Department

5.11 MAINTENANCE SERVICES AGREEMENT WITH MCE CORPORATION FOR STREET MAINTENANCE AND VEGETATION CONTROL SERVICES THROUGH JUNE 30, 2027.

Recommended Action:

Approve, and authorize the City Manager to sign, the Street Maintenance and Vegetation Control Services Agreement with MCE Corporation for an initial three year term through June 30, 2027.

Requested by: Public Works Department

5.12 AUTHORIZATION TO SUBMIT A LIST OF PROJECTS TO BE FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FOR FY 2024/25.

Recommended Action:

Adopt Resolution No. 2024-22 authorizing the submission of FY 2024/25 list of road projects funded by the SB-1: The Road Repair and Accountability Act of 2017.

Requested by: Public Works Department

5.13 DECLARATION TO LEVY ASSESSMENTS FOR LANDSCAPE ASSESSMENT DISTRICT NOS. 38, 39-2022 AND 41-2021 FOR FISCAL YEAR 2024/25.

Recommended Action:

- A. Adopt Resolution No. 2024-23 declaring the City's intention to levy and collect assessments for Landscape Assessment District No. 38 and directing staff to advertise the Public Hearing to be set for the July 16, 2024, regular meeting;
- B. Adopt Resolution No. 2024-24 declaring the City's intention to levy and collect assessments for Landscape Assessment District No. 39-2022 and directing staff to advertise the Public Hearing to be set for the July 16, 2024, regular meeting; and
- C. Adopt Resolution No. 2024-25 declaring the City's intention to levy and collect assessments for Landscape Assessment District No. 41-2021 and directing staff to advertise the Public Hearing to be set for the July 16, 2024, regular meeting.

Requested by: Public Works Department

- 5.14 FIRST AMENDMENTS TO CONSULTANT SERVICES AGREEMENTS CONTRACT WITH ITERIS, INC., FEHR & PEERS AND KIMLEY HORN FOR ON-CALL TRAFFIC AND TRANSPORTATION ENGINEERING SERVICES THROUGH JUNE 30, 2026.

Recommended Action:

Approve and authorize the City Manager to sign the First Amendments to Consultant Services Agreements with Iteris, Inc., Fehr & Peers, and Kimley Horn.

Requested by: Public Works Department

- 5.15 FIFTH AMENDMENT TO SERVICES AGREEMENT WITH TRANE U.S INC. FOR MECHANICAL AND BUILDING AUTOMATION SYSTEM PREVENTATIVE MAINTENANCE AND REPAIR SERVICES THROUGH JUNE 30, 2025.

Recommended Action:

Approve, and authorize the City Manager to sign, the Fifth Amendment to the Maintenance Services Agreement with Trane U.S. Inc. dba Trane through June 30, 2025.

Requested by: Public Works Department

- 5.16 SECOND AMENDMENT TO MAINTENANCE SERVICES AGREEMENT WITH MCE CORP. FOR LANDSCAPE SERVICES THROUGH JUNE 30, 2025.

Recommended Action:

Approve, and authorize the City Manager to sign, Second Amendment to the Maintenance Services Agreement with MCE Corporation through June

30, 2025.

Requested by: Public Works Department

- 5.17 THIRD AMENDMENT TO MAINTENANCE SERVICES AGREEMENT WITH PARKWOOD LANDSCAPE MAINTENANCE, INC. FOR LANDSCAPE SERVICES THROUGH JUNE 30, 2025.

Recommended Action:

Approve, and authorize the City Manager to sign, the Third Amendment to the Maintenance Services Agreement with Parkwood Landscape Maintenance, Inc. through June 30, 2025.

Requested by: Public Works Department

- 5.18 SECOND AMENDMENT TO ROAD MAINTENANCE SERVICES AGREEMENT WITH CT&T CONCRETE PAVING, INC. FOR MAINTENANCE SERVICES THROUGH JUNE 30, 2025.

Recommended Action:

Approve, and authorize the City Manager to sign, the Second Amendment to the Road Maintenance Services Agreement with CT&T Concrete Paving, Inc. through June 30, 2025.

Requested by: Public Works Department

- 5.19 CONTINUED PARTICIPATION IN THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE TO PURCHASE JANITORIAL SUPPLIES FOR CITY FACILITIES.

Recommended Action:

Adopt Resolution No. 2024-26 authorizing participation in the National Intergovernmental Purchasing Alliance to purchase janitorial supplies for City Facilities in the not-to-exceed amount of \$65,000 for Fiscal Year 2024/25.

Requested by: Public Works Department

- 5.20 SEVENTH AMENDMENT TO MAINTENANCE SERVICES AGREEMENT WITH EXTERIOR PRODUCTS CORPORATION FOR EXTERIOR DECOR & LIGHTING MAINTENANCE THROUGH JUNE 30, 2025.

Recommended Action:

Approve, and authorize the City Manager to sign, the Seventh Amendment to the Maintenance Services Agreement with Exterior Products Corporation through June 30, 2025.

Requested by: Public Works Department

- 5.21 MAINTENANCE SERVICES AGREEMENT WITH ULTIMATE MAINTENANCE SERVICES, INC. FOR JANITORIAL SERVICES THROUGH JUNE 30, 2029, WITH THE OPTION TO EXTEND FOR THREE ADDITIONAL ONE-YEAR TERMS.

Recommended Action:

Approve and authorize the City Manager to sign the Maintenance Services Agreement with Ultimate Maintenance Services, Inc. for Janitorial services at City facilities.

Requested by: Public Works Department

- 5.22 MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. TO PROVIDE TREE CARE AND MAINTENANCE SERVICES THROUGH JUNE 30, 2029.

Recommended Action:

A. Adopt Resolution No. 2024-27 approving cooperative purchasing for the Maintenance Services Agreement with West Coast Arborists, Inc. for Tree Care and Maintenance Services; and

B. Approve, and authorize the City Manager to sign, the Maintenance Services Agreement with West Coast Arborists, Inc. for Tree Care and Maintenance Services in the annual not-to-exceed amount of \$443,300.

Requested by: City Attorney

- 5.23 PURCHASE OF NEW SITE FURNISHINGS FROM OUTDOOR CREATIONS INC. FOR SYCAMORE CANYON PARK.

Recommended Action:

Approve, and authorize the City Manager to sign, the Purchase Order with Outdoor Creations Inc. for the purchase of new site furnishings at Sycamore Canyon Park in the not-to-exceed amount of \$98,632.13.

Requested by: Public Works Department

6. PUBLIC HEARINGS:

- 6.1 DEVELOPMENT CODE AMENDMENT TO IMPLEMENT HOUSING PROGRAMS CONTAINED IN THE CERTIFIED 2021-2029 HOUSING ELEMENT AND TO CONFORM WITH STATE LAW (PL 2022-59).

Recommended Action:

A. Determine that the proposed Development Code Amendment is categorically and statutorily exempt from the California Environmental Quality Act ("CEQA"); and

- B. Introduce first reading by title only, waive full reading of the Ordinance, open the Public Hearing to receive public testimony, schedule the second reading and adoption at the next regularly scheduled City Council meeting:

“Ordinance No. 03 (2024): AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF TITLE 22 (DEVELOPMENT CODE) OF THE DIAMOND BAR CITY CODE TO IMPLEMENT HOUSING PROGRAMS CONTAINED IN THE CITY’S CERTIFIED 2021-2029 HOUSING ELEMENT, TO CONFORM TO CHANGES IN NEW STATE HOUSING LAWS AND CITY POLICIES, AND TO MAKE TYPOGRAPHICAL CORRECTIONS AND CLARIFICATIONS.”

Requested by: Community Development Department

7. **COUNCIL CONSIDERATION: NONE.**
8. **COUNCIL SUB-COMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:**
9. **ADJOURNMENT:**

Agenda #: 5.1
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **CITY COUNCIL MINUTES OF THE JUNE 4, 2024 REGULAR MEETING.**
STRATEGIC
GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve the June 4, 2024 Regular City Council meeting minutes.

FINANCIAL IMPACT:

None.

BACKGROUND/DISCUSSION:

Minutes have been prepared and are being presented for approval.

PREPARED BY:



Kristina Santana, City Clerk

6/18/2024

REVIEWED BY:



Ryan McLean, Assistant City Manager

6/13/2024

Attachments:

1. 5.1.a June 4, 2024 City Council Regular Meeting Minutes

**CITY OF DIAMOND BAR
MINUTES OF THE CITY COUNCIL REGULAR MEETING
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT/MAIN AUDITORIUM
21865 COPLEY DRIVE, DIAMOND BAR, CA 91765
JUNE 4, 2024**

CLOSED SESSION: 5:30 p.m. – Room CC-8

Public Comments: None Offered.

Conference with Legal Counsel –
Anticipated Litigation

Initiation of Litigation Pursuant to Government Code
Section 54956.9(d) (4) - One potential Case

Adjourned to Regular Meeting: 6:30 p.m.

CALL TO ORDER: Mayor Liu called the Regular City Council meeting to order at 6:35 p.m. in the South Coast Air Quality Management District Main Auditorium, 21865 Copley Drive, Diamond Bar, CA 91765.

PLEDGE OF ALLEGIANCE: Council Member Chou led the Pledge of Allegiance.

INVOCATION: Jim Wes, Evangelical Free Church, provided the invocation.

ROLL CALL: Council Members Andrew Chou, Ruth Low, Steve Tye
Mayor Pro Tem Chia Yu Teng, Mayor Stan Liu

Staff present in person: Dan Fox, City Manager; Ryan McLean, Assistant City Manager; Omar Sandoval, City Attorney; Anthony Santos, Assistant to the City Manager; Amy Haug, Human Resources and Risk Manager; Greg Gubman, Community Development Director; Jason Jacobsen, Finance Director; Hal Ghafari, Public Works Manager/Assistant City Engineer; Ehren Magante, Network Administrator; Cecilia Arellano, Senior Community Relations Coordinator; Joan Cruz, Administrative Coordinator; Kristina Santana, City Clerk

Others present: Daniel Dail, Lieutenant, Diamond Bar/Walnut Sheriff's Station; Leticia Pacillas, LACFD Community Services Liaison (online).

Mayor Liu announced that the Council met in Closed Session prior to the Council Meeting and City Attorney Sandoval confirmed that there was no reportable action out of closed session.

APPROVAL OF AGENDA: Mayor Liu approved the agenda as presented.

1. **SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:** NONE
2. **CITY MANAGER REPORTS AND RECOMMENDATIONS:** NONE

3. PUBLIC COMMENTS:

The following provided public comments:

Marriyan Hill, Diamond Bar Woman's Club

Cynthia Yu, Diamond Bar Library Manager

CC/Santana reported that no emails were submitted and that no online callers requested to speak under Public Comments.

4. SCHEDULE OF FUTURE EVENTS: CM/Fox presented the Schedule of Future Events.**5. CONSENT CALENDAR:** C/Low moved, C/Chou seconded, to approve the Consent Calendar as presented. Motion carried 5-0 by the following Roll Call vote:

AYES:	COUNCIL MEMBERS:	Chou, Low, Tye, MPT/Teng, M/Liu
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

5.1 APPROVED CITY COUNCIL MINUTES:

5.1.1 MARCH 26, 2024 JOINT CITY COUNCIL & PLANNING
COMMISSION STUDY SESSION

5.1.2 MAY 21, 2024 STUDY SESSION

5.1.3 MAY 21, 2024 REGULAR MEETING

5.2 RATIFIED CHECK REGISTER DATED MAY 15, 2024 THROUGH MAY
28 2024 TOTALING \$690,908.60.

5.3 ADJOURNED THE JUNE 18, 2024 CITY COUNCIL MEETING TO JULY
16, 2024.

5.4 CALLING AND GIVING NOTICE OF GENERAL MUNICIPAL ELECTION
AND CONSOLIDATING THE GENERAL MUNICIPAL ELECTION WITH
THE STATEWIDE GENERAL ELECTION ON NOVEMBER 5, 2024; AND,
ADOPTING REGULATIONS RELATED TO CANDIDATE STATEMENTS
AS FOLLOWS:

A. ADOPTED RESOLUTION NO. 2024-15 CALLING THE GENERAL
MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5,
2024 FOR THE ELECTION OF TWO (2) MEMBERS OF THE CITY
COUNCIL;

B. ADOPTED RESOLUTION NO. 2024-16 REQUESTING APPROVAL FROM THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE THE GENERAL JUNCIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION; AND,

C. ADOPTED RESOLUTION NO. 2024-17 ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE RELATED TO CNADIDATE STATEMENTS.

5.5 APPROVED AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE WIRELESS SITE LICENSE AGREEMENT AND ASSOCIATED DOCUMENTS REQUIRED FOR THE OPERATION OF THE DISH WIRELESS CELLULAR SITE AT PETERSON PARK THROUGH JUNE 2044.

5.6 APPROVED AND AUTHORIZED THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO FILE THE NOTICE OF COMPLETION FOR THE GROUNDWATER DRAINAGE IMPROVEMENTS AT COPLEY DRIVE AND AT MOONLAKE STREET (PROJECT NO. PW23401).

5.7 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH TORTI GALLAS + PARTNERS TO DEVELOP CITYWIDE OBJECTIVE DESIGN STANDARDS.

6. **PUBLIC HEARINGS:** NONE

7. **COUNCIL CONSIDERATION:**

7.1 ADOPTION OF THE FISCAL YEAR 2024/2025 CITY OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM, INCLUDING ESTABLISHMENT OF THE APPROPRIATIONS LIMIT, EMPLOYEE COMPENSATION PLAN AND INVESTMENT POLICY.

A. ADOPT RESOLUTION NO. 2024-18 APPROVING THE FY 2024/25 CITY OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM;

B. ADOPT RESOLUTION NO. 2024-19 ESTABLISHING THE APPROPRIATIONS LIMIT FOR FY 2024/25 IN THE AMOUNT OF \$61,282,567;

C. ADOPT RESOLUTION NO. 2024-20 ESTABLISHING THE COMPENSATION PLAN, SALARYRANGES AND FRINGE BENEFITS FOR ALL EMPLOYEE CLASSIFICATIONS; AND,

D. ADOPT RESOLUTION NO. 2024-21 APPROVING THE FY 2024/25

JUNE 4, 2024

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CITY COUNCIL

INVESTMENT POLICY.

FD/Jacobson presented the staff report and responded to Council Member questions and comments.

No public comments were offered.

C/Chou Moved, C/Low seconded, to adopt the Fiscal Year 2024/2025 City Operating Budget and Capital Improvement Program Resolution No. 2024-18, establishment of the Appropriations Limit Resolution No. 2024-19, Employee Compensation Plan Resolution No. 2024-20 and Investment Policy Resolution No. 2024-21. Motion carried by the following Roll Call vote:

AYES:	COUNCIL MEMBERS:	Chou, Low, Tye, MPT/Teng, M/Liu
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

8. COUNCIL SUBCOMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:

There were no Council Member reports on meetings attended at the expense of the local agency per Government Code 53232.3(d).

ADJOURNMENT: With no further business to conduct, M/Liu adjourned the Regular City Council Meeting at 7:15 p.m.

Respectfully Submitted,

Kristina Santana, City Clerk

The foregoing minutes are hereby approved this 18th day of June, 2024.

Stan Liu, Mayor

Agenda #: 5.2
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **RATIFICATION OF CHECK REGISTER DATED MAY 29, 2024
THROUGH JUNE 11, 2024 TOTALING \$996,059.58.**
STRATEGIC
GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Ratify the Check Register.

FINANCIAL IMPACT:

Expenditure of \$996,059.58.

BACKGROUND/DISCUSSION:

The City has established the policy of issuing accounts payable checks on a weekly basis with City Council ratification at the next scheduled City Council Meeting.

The attached check register containing checks dated May 29, 2024 through June 11, 2024 totaling \$996,059.58 is being presented for ratification. All payments have been made in compliance with the City's purchasing policies and procedures, and have been reviewed and approved by the appropriate departmental staff. The attached Affidavit affirms that the check register has been audited and deemed accurate by the Finance Director.

PREPARED BY:


Luisa Allen, Accounting Technician

6/18/2024

REVIEWED BY:


Peter Samy, Finance Supervisor

6/10/2024


Jason Jacobsen, Finance Director

6/11/2024

Attachments:

1. 5.2.a Check Register Affidavit 6-18-2024
2. 5.2.b Check Register 6-18-2024

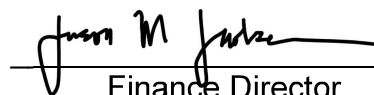


CITY OF DIAMOND BAR CHECK REGISTER AFFIDAVIT

The attached listings of demands, invoices, and claims in the form of a check register including checks dated May 29, 2024 through June 11, 2024 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

Description	Amount
General Fund	\$797,914.90
LLAD 38 Fund	\$1,110.60
Integrated Waste Mgmt Fund AB939	\$105.00
Used Motor Oil Block Grant Fund	\$800.00
CASP (SB1186) Fee Fund	\$4.00
Capital Imprv Project Fund	\$110,093.50
Equip Maint & Replacement Fund	\$61,852.20
Vechile Maint & Equip Fund	\$1,596.93
Measure W Local Return Fund	\$1,529.00
Pool Cash Fund	\$21,053.45
	\$996,059.58

Signed:



 Finance Director
 Jason M. Jacobsen

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12105	5/29/2024	SOUTHERN CALIFORNIA EDISON		PARKS (032724-042524) FY23-24	100630	52210	\$3,674.74
CHECK TOTAL							\$3,674.74
12106	6/4/2024	AARP		INSTRUCTOR PAYMENT - AARP MATURE DRIVING COURSE	100520	55310	\$230.00
CHECK TOTAL							\$230.00
12107	6/4/2024	ALLIANT INSURANCE SERVICES INC		INSURANCE FOR CONCERTS IN THE PARK	100520	55300	\$1,186.00
CHECK TOTAL							\$1,186.00
12108	6/4/2024	AMERICOMP TONER & REPAIR LLC		PRINTER MAINTENANCE/TONER	100230	55000	\$0.00
	6/4/2024	AMERICOMP TONER & REPAIR LLC		PRINTER MAINTENANCE/TONER	100230	51200	\$2,106.69
	6/4/2024	AMERICOMP TONER & REPAIR LLC		PRINTER MAINTENANCE/TONER	100230	55000	\$0.00
	6/4/2024	AMERICOMP TONER & REPAIR LLC		PRINTER MAINTENANCE/TONER	100230	51200	\$131.35
	6/4/2024	AMERICOMP TONER & REPAIR LLC		PRINTER MAINTENANCE/TONER	100230	55000	\$0.00
	6/4/2024	AMERICOMP TONER & REPAIR LLC		PRINTER MAINTENANCE/TONER	100230	51200	\$120.40
CHECK TOTAL							\$2,358.44
12109	6/4/2024	BRIAN MARTINEZ		PHOTO SERVICES	100240	54900	\$450.00
CHECK TOTAL							\$450.00
12110	6/4/2024	CANNON CORPORATION		PLAN CHECK - 2500 CROW FOOT LANE	100	22109	\$48.50
	6/4/2024	CANNON CORPORATION		PLAN CHECK - 2176 ROCKY VIEW RD	100	22109	\$48.50
CHECK TOTAL							\$97.00
12111	6/4/2024	CRAFCO INC		ROAD MAINTENANCE SUPPLIES (SYCAMORE CYN PARK)	100655	51250	\$1,886.20
CHECK TOTAL							\$1,886.20
12112	6/4/2024	DAPEER ROSENBLIT & LITVAK LLP		CODE ENF CITY PROSECUTOR - APRIL 2024	100120	54024	\$2,677.66
	6/4/2024	DAPEER ROSENBLIT & LITVAK LLP		CODE ENF CITY PROSECUTOR- 24311 KNOLL-APRIL 2024	100120	54024	\$4,332.00

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$7,009.66
12113	6/4/2024	DAVID EVANS AND ASSOCIATES INC		CIP FP23506 (DESIGN) MAPLE HILL PARK- LANDSCAPE PC	301630	56104	\$283.50
						CHECK TOTAL	\$283.50
12114	6/4/2024	CAROL A DENNIS		MINUTES TRANSCRIPTION FOR COUNCIL MEETINGS	100140	54900	\$300.00
						CHECK TOTAL	\$300.00
12115	6/4/2024	DIAMOND BAR STORAGE OWNER LLC		OFF SITE STORAGE -JUNE 2024	100420	52302	\$800.00
						CHECK TOTAL	\$800.00
12116	6/4/2024	DUNN EDWARDS CORPORATION		PAINT SUPPLIES (DBC) FY23-24	100510	52320	\$60.39
						CHECK TOTAL	\$60.39
12117	6/4/2024	FUN EXPRESS LLC		SUPPLIES FOR BREAKFAST WITH THE BUNNY	100520	51200	\$1,169.41
						CHECK TOTAL	\$1,169.41
12118	6/4/2024	GIGAKOM		NEW TV MONITORS FOR CITY HALL	503230	56130	\$11,577.94
						CHECK TOTAL	\$11,577.94
12119	6/4/2024	GO LIVE TECHNOLOGY INC		ELM PROJECT MANAGEMENT - JUNE 2024	503230	56135	\$5,312.50
						CHECK TOTAL	\$5,312.50
12120	6/4/2024	GOTO COMMUNICATIONS INC		CITYWIDE PHONE SYSTEM - JUNE 2024	100230	52200	\$3,002.33
						CHECK TOTAL	\$3,002.33
12121	6/4/2024	GUARANTEED JANITORIAL SERVICE INC		JANITORIAL SERVICES (MAY2024)	100630	55505	\$2,860.26
	6/4/2024	GUARANTEED JANITORIAL SERVICE INC		JANITORIAL SERVICES (MAY2024)	100510	55505	\$6,304.27
	6/4/2024	GUARANTEED JANITORIAL SERVICE INC		JANITORIAL SERVICES (MAY2024)	100620	52320	\$10,183.47
						CHECK TOTAL	\$19,348.00
12122	6/4/2024	HARKINS INVESTMENTS LLC		DAY CAMP EXCURSION	100520	53520	\$703.00
						CHECK TOTAL	\$703.00
12123	6/4/2024	HODGMAN ENTERPRISES		PRINTING AND MAILING OF SUMMER REC GUIDE	100240	52110	\$10,177.79

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/4/2024	HODGMAN ENTERPRISES		PRINTING AND MAILING OF JUNE NEWSLETTER	100240	52110	\$2,428.29
						CHECK TOTAL	\$12,606.08
12124	6/4/2024	IMPROV 2 IMPROVEMENT		DAY CAMP STAFF TRAINING	100520	55315	\$67.78
	6/4/2024	IMPROV 2 IMPROVEMENT		DAY CAMP STAFF TRAINING	100520	52500	\$2,432.22
						CHECK TOTAL	\$2,500.00
12125	6/4/2024	INLAND SOCAL MEDIA GROUP LLC		DBC AD FOR JUNE 2024 ISSUE	100510	52160	\$750.00
						CHECK TOTAL	\$750.00
12126	6/4/2024	INTEGRUS LLC		RICOH COPIER SERVICE - 3/19/24-04/18/24	100230	52100	\$2,148.53
						CHECK TOTAL	\$2,148.53
12127	6/4/2024	JACKSON'S AUTO SUPPLY/NAPA		VEHICLE MAINT (LIC#1524126) FY23-24	502630	52312	\$23.36
						CHECK TOTAL	\$23.36
12128	6/4/2024	JERMAR 29:11 INC		DEPOSIT - DAY CAMP EXCURSION	100520	53520	\$198.55
						CHECK TOTAL	\$198.55
12129	6/4/2024	JOE A GONSALVES & SON INC		STATE LOBBYIST PROF SERVICES IN JUNE	100130	54900	\$2,500.00
						CHECK TOTAL	\$2,500.00
12130	6/4/2024	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SVCS - MARCH 2024	201610	54200	\$1,529.00
	6/4/2024	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - MARCH 2024	100	22109	\$202.50
	6/4/2024	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - MARCH 2024	100	22109	\$236.25
						CHECK TOTAL	\$1,967.75
12131	6/4/2024	KENS HARDWARE		ROAD MAINTENANCE SUPPLIES	100655	51250	\$21.88
						CHECK TOTAL	\$21.88
12132	6/4/2024	KIMBERLY DOWNEY ESMOND		CONTRACT CLASS INSTRUCTOR - YOUTH DANCE	100520	55320	\$1,139.21
						CHECK TOTAL	\$1,139.21
12133	6/4/2024	KIMLEY HORN AND ASSOCIATES INC		ON-CALL TRAFFIC ENGINEER SVCS - MARCH 2024	100615	54410	\$675.47
	6/4/2024	KIMLEY HORN AND ASSOCIATES INC		ON-CALL TRAFFIC ENGINEER SVCS - MARCH 2024	100	22109	\$941.56

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/4/2024	KIMLEY HORN AND ASSOCIATES INC		ON-CALL TRAFFIC ENGINEER SVCS - MARCH 2024	100	22109	\$2,100.51
						CHECK TOTAL	\$3,717.54
12134	6/4/2024	LA COUNTY ASSESSOR OFFICE		SBF ABSTRACT - APR 2024	100230	52314	\$200.00
						CHECK TOTAL	\$200.00
12135	6/4/2024	LEWIS ENGRAVING INC		CITY TILE FOR CAROL DENNIS	100140	52140	\$26.84
						CHECK TOTAL	\$26.84
12136	6/4/2024	LIEBERT CASSIDY WHITMORE		CONSULT WITH LEGAL	100220	54900	\$217.50
						CHECK TOTAL	\$217.50
12137	6/4/2024	LIZA G MONTIEL		SENIOR DANCE DJ	100520	55310	\$350.00
						CHECK TOTAL	\$350.00
12138	6/4/2024	LOS ANGELES COUNTY PUBLIC WORKS		INDUSTRIAL WASTE SERVICES - APRIL 2024	100610	55550	\$2,680.71
						CHECK TOTAL	\$2,680.71
12139	6/4/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 GEN LAW ENF SERVICES MARCH 2024	100310	55400	\$657,980.44
						CHECK TOTAL	\$657,980.44
12140	6/4/2024	LOWE'S BUSINESS ACCOUNT		PARK FACILITIES MAINT SUPPLIES (JKTOOLS)	100630	51200	\$146.95
	6/4/2024	LOWE'S BUSINESS ACCOUNT		PARK FACILITIES MAINT SUPPLIES	100630	51200	\$46.76
						CHECK TOTAL	\$193.71
12141	6/4/2024	MARIPOSA LANDSCAPES INC		CONTRACT WITHHOLDING: 24000084 RETENTIONS	238	29004	\$1,110.60
						CHECK TOTAL	\$1,110.60
12142	6/4/2024	RICK RAYMOND MATTIE		AV ASSISTANCE FOR MEETINGS APRIL 2024	100240	54900	\$1,230.00
						CHECK TOTAL	\$1,230.00
12143	6/4/2024	MILES COOKIES		SUPPLIES FOR GRADUATION SOCIAL	100520	51200	\$1,581.00
	6/4/2024	MILES COOKIES		SUPPLIES FOR GRADUATION SOCIAL	100520	51200	\$2,418.00
						CHECK TOTAL	\$3,999.00
12144	6/4/2024	MOBILE RELAY ASSOCIATES INC		REPEATER SERVICES FOR EMERGENCY PREPARDNESS	100350	52300	\$78.75

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$78.75
12145	6/4/2024	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	\$190.00
						CHECK TOTAL	\$190.00
12146	6/4/2024	ONE TIME PAY VENDOR	BAPS	FACILITYYY DEPOSIT REFUND	100	20202	\$200.00
						CHECK TOTAL	\$200.00
12147	6/4/2024	ONE TIME PAY VENDOR	BRITHNEY CRAWFORD	FACILITY DEPOSIT REFUND	100	20202	\$1,400.00
						CHECK TOTAL	\$1,400.00
12148	6/4/2024	ONE TIME PAY VENDOR	FIRST CLASS EVENTS	FACILITY DEPOSIT REFUND	100	20202	\$1,350.00
	6/4/2024	ONE TIME PAY VENDOR	FIRST CLASS EVENTS	FACILITY DEPOSIT REFUND	100	20202	\$1,355.02
						CHECK TOTAL	\$2,705.02
12150	6/4/2024	ONE TIME PAY VENDOR	LOS ALTOS HIGH SCHOOL ASB	FACILITY DEPOSIT REFUND	100	20202	\$750.00
						CHECK TOTAL	\$750.00
12151	6/4/2024	ONE TIME PAY VENDOR	MEHUL PRAJAPATI	FACILITY DEPOSIT REFUND	100	20202	\$1,420.50
						CHECK TOTAL	\$1,420.50
12152	6/4/2024	ONE TIME PAY VENDOR	NORTH AMERICAN TAIWANESE WOMENS ASSOCIATION INC	FACILITY DEPOSIT REFUND	100	20202	\$200.00
						CHECK TOTAL	\$200.00
12153	6/4/2024	ONE TIME PAY VENDOR	ADEL JAMAELEDDINE	REFUND - LC20240000209	226	20602	\$4.00
	6/4/2024	ONE TIME PAY VENDOR	ADEL JAMAELEDDINE	REFUND - LC20240000209	100	48130	\$43.39
						CHECK TOTAL	\$47.39
12154	6/4/2024	ONE TIME PAY VENDOR	AMANDA ESPINOZA	FACILITY REFUND	100	20202	\$1,655.78
						CHECK TOTAL	\$1,655.78
12155	6/4/2024	OOTWI INC		DAY CAMP ENTERTAINMENT	100520	55315	\$560.00
						CHECK TOTAL	\$560.00
12156	6/4/2024	PACIFIC OFFICE AUTOMATION INC		NEW VERKADA CAMERA SYSTEM - CITY HALL	503230	56130	\$33,761.76
						CHECK TOTAL	\$33,761.76
12157	6/4/2024	PAPER RECYCLING & SHREDDING		TWO CONSOLES AT CH- MAY	250170	55000	\$105.00

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$105.00
12158	6/4/2024	PBLA ENGINEERING INC		DESIGN SERVICES APRIL 2024	301630	56104	\$4,280.00
						CHECK TOTAL	\$4,280.00
12159	6/4/2024	PRINTING DYNAMICS INC		CERTIFICATE PAPERS	100140	51400	\$1,314.00
						CHECK TOTAL	\$1,314.00
12160	6/4/2024	PROTECTION ONE INC		ALARM MONITORING (DBC 060124-083124)	100510	52310	\$221.52
						CHECK TOTAL	\$221.52
12161	6/4/2024	RAYMOND TARAZON		PARK MAINTENANCE (SYCAMORE CYN PARK)	100630	52320	\$135.00
						CHECK TOTAL	\$135.00
12162	6/4/2024	REINBERGER CORPORATION		WINDOW ENVELOPES	100140	52110	\$333.98
	6/4/2024	REINBERGER CORPORATION		WINDOW ENVELOPES	100130	52110	\$1,095.00
	6/4/2024	REINBERGER CORPORATION		BUSINESS CARDS	100140	52110	\$86.51
						CHECK TOTAL	\$1,515.49
12163	6/4/2024	RICHDAI INC		INSTRUCTOR PAYMENT - ART - WS24	100520	55320	\$453.60
						CHECK TOTAL	\$453.60
12164	6/4/2024	SC FUELS		FLEET VEHICLE FUEL (050124-051524) FY23-24	502620	52330	\$340.63
	6/4/2024	SC FUELS		FLEET VEHICLE FUEL (050124-051524) FY23-24	502630	52330	\$447.98
	6/4/2024	SC FUELS		FLEET VEHICLE FUEL (050124-051524) FY23-24	502655	52330	\$594.76
						CHECK TOTAL	\$1,383.37
12165	6/4/2024	SIMPSON ADVERTISING INC		LAYOUT AND DESIGN OF JUNE 2024 CITY NEWSLETTER	100240	54900	\$1,775.00
						CHECK TOTAL	\$1,775.00
12166	6/4/2024	SITEIMPROVE INC		ANNUAL SUBSCRIPTION - 6/24/24-6/24/25	100230	52314	\$6,665.83
						CHECK TOTAL	\$6,665.83
12167	6/4/2024	SPECTRUM BUSINESS		SUMMARY BILL-CABLE TV/INTERNET - MAY 2024	100230	54030	\$1,739.35
						CHECK TOTAL	\$1,739.35

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
12168	6/4/2024	TAIT AND ASSOCIATES INC		CIP SI23101 (DESIGN) GROUNDWATER DRAINAGE PHASE 6	301610	56101	\$16,425.00
	6/4/2024	TAIT AND ASSOCIATES INC		DIAMOND BAR CENTER - LANDSCAPE DESIGN SVCS	100615	54400	\$8,600.50
	6/4/2024	TAIT AND ASSOCIATES INC		CIP PW23401 (DESIGN) GROUNDWATER PHASES 4 & 5	301610	56105	\$957.50
	6/4/2024	TAIT AND ASSOCIATES INC		CIP PW23401 (DESIGN) GROUNDWATER PHASES 4 & 5	301610	56105	\$1,830.00
	6/4/2024	TAIT AND ASSOCIATES INC		CIP SI23101 (DESIGN) GROUNDWATER PHASE 6	301610	56101	\$17,800.50
	6/4/2024	TAIT AND ASSOCIATES INC		CIP FP23504 (DESIGN) PANTERA PARK HARDSCAPE	301630	56104	\$15,504.50
	6/4/2024	TAIT AND ASSOCIATES INC		CIP PW23401 (DESIGN) GROUNDWATER PHASES 4 & 5	301610	56105	\$122.50
	6/4/2024	TAIT AND ASSOCIATES INC		DIAMOND BAR CENTER - LANDSCAPE DESIGN SVCS	100615	54400	\$360.00
	6/4/2024	TAIT AND ASSOCIATES INC		CIP SI23101 (DESIGN) GROUNDWATER PHASE 6	301610	56101	\$735.00
	6/4/2024	TAIT AND ASSOCIATES INC		CIP SI23101 (DESIGN) GROUNDWATER PHASE 6	301610	56101	\$245.00
	6/4/2024	TAIT AND ASSOCIATES INC		CIP FP23503 (DESIGN) PANTERA PARK HARDSCAPE	301630	56104	\$260.00
	6/4/2024	TAIT AND ASSOCIATES INC		GRAND AVE MEDIANS - LANDSCAPE DESIGN SVCS	100615	54400	\$2,832.00
						CHECK TOTAL	\$65,672.50
12169	6/4/2024	TENCO SOLAR INC		CONTRACT WITHHOLDING: 24000076 - RETENTION	301	29004	\$1,200.00
							CHECK TOTAL \$1,200.00
12170	6/4/2024	TENNIS ANYONE INC		TENNIS INSTRUCTION 23-24	100520	55320	\$8,841.14
							CHECK TOTAL \$8,841.14
12171	6/4/2024	THE CITY OF DIAMOND BAR COMMUNITY FOUNDATION		USED OIL FILTER EXCHANGE ADVERTISEMENT	253180	52160	\$800.00
							CHECK TOTAL \$800.00
12172	6/4/2024	THREE VALLEYS MUNICIPAL WATER DISTRICT		LEADERSHIP BREAKFAST FOR MAYOR PRO TEM TENG	100110	52410	\$30.00
							CHECK TOTAL \$30.00
12173	6/4/2024	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS-5/6 - 5/7	503230	56135	\$4,000.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/4/2024	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS-5/15-5/16	503230	56135	\$3,200.00
	6/4/2024	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS 5/21-5/22	503230	56135	\$4,000.00
						CHECK TOTAL	\$11,200.00
12174	6/4/2024	ULINE INC		DBC SUPPLIES - COBWEB DUSTER	100510	51200	\$169.51
						CHECK TOTAL	\$169.51
12175	6/4/2024	US BANK		CALCARD STATEMENT - MAY 2024	999	28100	\$21,053.45
						CHECK TOTAL	\$21,053.45
12176	6/4/2024	VERIZON WIRELESS		WIRELESS PHONE SVCS - 4/17-5/16	100230	52200	\$2,189.64
						CHECK TOTAL	\$2,189.64
12177	6/4/2024	WALNUT STATION BOOSTER CLUB		ANNUAL VOLUNTEER RECOGNITION DINNER	100130	52410	\$80.00
	6/4/2024	WALNUT STATION BOOSTER CLUB		ANNUAL VOLUNTEER RECOGNITION DINNER	100110	52410	\$160.00
						CHECK TOTAL	\$240.00
12178	6/4/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL) FY23-24	100620	51200	\$686.30
	6/4/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC) FY23-24	100510	51210	\$529.97
						CHECK TOTAL	\$1,216.27
12179	6/4/2024	WEST COAST ARBORISTS INC		TREE MAINT (050124-051524)	100645	55522	\$1,254.00
						CHECK TOTAL	\$1,254.00
12180	6/4/2024	WESTERN A/V		DBC AV SYSTEM PORTABLE SCREEN OUTPUT REPAIR	100510	52310	\$360.00
						CHECK TOTAL	\$360.00
12181	6/4/2024	WILLDAN GEOTECHNICAL		PR2016-2111 GEOTECHNICAL REVIEW	100	22109	\$420.00
						CHECK TOTAL	\$420.00
12182	6/4/2024	WISCONSIN QUICK LUBE INC		VEHICLE MAINTENANCE (LIC#1570799)	502630	52312	\$190.20
						CHECK TOTAL	\$190.20
12183	6/4/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2024	100120	54020	\$580.80
	6/4/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2024	100120	54020	\$1,953.60

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/4/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2024	100120	54020	\$712.80
	6/4/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2024	100120	54020	\$132.00
	6/4/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2024	100120	54020	\$132.00
	6/4/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2024	100120	54020	\$765.60
	6/4/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2024	100120	54020	\$3,326.40
	6/4/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2024	100	22107	\$132.00
	6/4/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2024	100	22107	\$580.80
	6/4/2024	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2024	100120	54020	\$4,888.70
						CHECK TOTAL	\$13,204.70
12184	6/4/2024	YUNEX LLC		BATTERY BACKUP/CCTV REPLACEMENT PROJECT	301610	56102	\$50,450.00
						CHECK TOTAL	\$50,450.00
						GRAND TOTAL	\$996,059.58

Agenda #: 5.3
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **TREASURER'S STATEMENT**
STRATEGIC
GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve the May 2024 Treasurer's Statement.

FINANCIAL IMPACT:

None.

BACKGROUND/DISCUSSION:

Consistent with City policy, the Finance Department presents the monthly Treasurer's Statement to the City Council for review and approval. This statement shows the cash balances with a breakdown of various investment accounts and the yield to maturity from investments. This statement also includes an investment portfolio management report which details the activities of investments. All investments have been made in accordance with the City's Investment Policy.

PREPARED BY:



Jason Jacobsen, Finance Director

6/18/2024

REVIEWED BY:

Attachments:

1. 5.3.a Treasurer's Cash Report - May 2024
2. 5.3.b Treasurer's Certification & Portfolio Report - May 2024

CITY OF DIAMOND BAR - CITY TREASURER'S REPORT
AS OF MAY 31, 2024

CASH & INVESTMENT BALANCES

Cash Funds

General Account	\$1,321,392.62	
Payroll Account	\$0.00	
Change Fund - General Fund	\$600.00	
Petty Cash Account	\$700.00	
Cash With Fiscal Agent (US Bank 2021 Bonds)	<u>\$597,850.39</u>	
Total Cash Funds		<u>\$1,920,543.01</u>

City & LAIF Invested Funds (Book Value):

Local Agency Investment Fund	\$2,101,635.72	
City-Managed Fixed-Income Securities (0-5 year maturity)	<u>\$77,813,765.23</u>	
Total Investment Funds (Book Value)		<u>\$79,915,400.95</u>

Fiscal Year-To-Date Effective Rate of Return (City Funds & LAIF) 3.79% (11 months)

Fiscal YTD Interest Earnings (City Funds & LAIF) \$2,485,764.38 (11 months)

FY 2023-24 Budgeted Investment Earnings (City Funds & LAIF) \$987,450.00 (12 months)

Invested Funds With OPEB Trust (Managed by CalPERS/State Street)

Annualized rate of return as of 03/31/2024 (since 2016, 7.75 yrs)	4.03%	
OPEB Trust Fiscal Year-To-Date Unrealized Gain/(Loss)	\$40,647.95 (11 months)	<u>\$774,084.40</u>

GRAND TOTAL - CASH & INVESTMENTS

\$82,610,028.36

CITY OF DIAMOND BAR
INVESTMENT PORTFOLIO SUMMARY REPORT
May 31, 2024

INVESTMENTS	BOOK VALUE	PERCENT OF PORTFOLIO	TERM	DAYS TO MATURITY	YIELD TO MATURITY
Federal Credit Union CD	\$13,642,000.00	17.07%	1,384	976	4.200%
Local Agency Investment Fund	\$2,101,635.72	2.63%	1	1	4.332%
Corporate Notes	\$958,784.80	1.20%	1,570	1,318	4.989%
Federal Agency Coupon Securities	\$11,268,612.84	14.10%	1,300	685	4.234%
Federal Agency Discount-Amortizing	\$2,215,555.84	2.77%	239	115	5.018%
Treasury Coupon Securities	\$10,440,331.97	13.06%	1,216	498	2.730%
Federal Agency Callable	\$8,999,325.60	11.26%	1,572	549	2.592%
Certificates of Deposit-Banks	\$7,171,124.60	8.97%	1,590	983	3.537%
Municipal Bonds	\$2,038,661.22	2.55%	1,565	836	3.684%
Money Market Fund	\$21,079,368.36	26.38%	1	1	5.230%
Total Investments and Averages	\$79,915,400.95	100.00%	964	519	4.066%

	MONTH ENDING	FISCAL YEAR-TO-DATE
	May 31, 2024	2023-2024
TOTAL INTEREST EARNED	\$257,533.87	\$2,485,764.38

**Daniel
Fox**

Digitally signed by Daniel Fox
DN: cn=Daniel Fox, o, ou,
email=dfox@diamondbar.ca.gov,
c=US
Date: 2024.06.11 15:47:37
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Daniel Fox
City Treasurer

I certify that this report accurately reflects all City pooled investments and is in conformity with the investment policy of the City of Diamond Bar approved by City Council and on file in the City Clerk's office. The investment program herein provides sufficient cash flow liquidity to meet the next six months estimated expenditures.



City of Diamond Bar
Portfolio Management
Portfolio Summary
May 31, 2024

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA
(909)839-7053

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C
Federal Credit Union CD	13,642,000.00	13,576,725.46	13,642,000.00	17.07	1,384	976	4.200
Local Agency Investment Funds	2,101,635.72	2,069,750.75	2,101,635.72	2.63	1	1	4.332
Corporate Notes	1,000,000.00	958,784.80	958,784.80	1.20	1,570	1,318	4.989
Federal Agency Coupon Securities	11,250,000.00	11,289,433.43	11,268,612.84	14.10	1,300	685	4.234
Federal Agency Disc. -Amortizing	2,250,000.00	2,215,555.84	2,215,555.84	2.77	239	115	5.018
Treasury Coupon Securities	10,500,000.00	10,239,627.49	10,440,331.97	13.06	1,216	498	2.730
Federal Agency Callable	9,000,000.00	8,641,287.12	8,999,325.60	11.26	1,572	549	2.592
Certificate of Deposit	7,216,000.00	7,030,955.83	7,171,124.60	8.97	1,590	983	3.537
Municipal Bonds	2,145,000.00	2,003,965.07	2,038,661.22	2.55	1,565	836	3.684
Money Market Fund	21,079,368.36	21,079,368.36	21,079,368.36	26.38	1	1	5.230
	80,184,004.08	79,105,454.15	79,915,400.95	100.00%	964	519	4.066

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	257,533.87	2,485,764.38
Average Daily Balance	76,391,018.08	71,177,749.17
Effective Rate of Return	3.97%	3.79%

06/11/2024

Jason M. Jacobsen, Finance Director

Reporting period 05/01/2024-05/31/2024

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**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
May 31, 2024**

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Federal Credit Union CD											
03784JTK0	10443	Apple Bank For Savings		07/22/2022	248,000.00	248,000.00	248,000.00	3.200	731	51	07/22/2024
07181JAG9	10444	Baxter Credit Union		07/22/2022	248,000.00	248,000.00	248,000.00	3.150	731	51	07/22/2024
917352AA4	10454	Utah Community Fed Cr Union		07/27/2022	248,000.00	248,000.00	248,000.00	3.150	730	55	07/26/2024
00224TAL0	10528	A+ FEDERAL CU		01/27/2023	249,000.00	249,000.00	249,000.00	4.700	731	240	01/27/2025
219873AB2	10649	CORP AMERICA FAMILY CU		03/27/2024	248,000.00	248,000.00	248,000.00	5.250	365	299	03/27/2025
02589ACS9	10419	American Express Bank		05/18/2022	246,000.00	244,052.66	246,000.00	3.100	1,097	352	05/19/2025
90352RCM5	10424	US ALLIANCE FED CREDIT UNION		05/31/2022	249,000.00	246,987.08	249,000.00	3.100	1,095	363	05/30/2025
130162BL3	10621	CALIFORNIA CREDIT UNION		12/28/2023	243,000.00	243,000.00	243,000.00	5.100	550	394	06/30/2025
795451BQ5	10461	Sallie Mae Bank		07/06/2022	248,000.00	248,000.00	248,000.00	3.400	1,097	401	07/07/2025
37424PAG9	10570	GESA CREDIT UNION		07/31/2023	248,000.00	248,000.00	248,000.00	5.500	731	425	07/31/2025
20825WBC3	10474	Connexus CU		08/26/2022	248,000.00	248,000.00	248,000.00	3.500	1,096	451	08/26/2025
90353EBC6	10550	USF FCU		03/15/2023	249,000.00	249,000.00	249,000.00	5.050	915	471	09/15/2025
914242AA0	10492	UNIVERSITY CREDIT UNION		09/26/2022	249,000.00	249,000.00	249,000.00	4.000	1,096	482	09/26/2025
16863LAE5	10502	CHIEF FINANCIAL FCU		10/12/2022	249,000.00	249,000.00	249,000.00	4.600	1,098	500	10/14/2025
92348DAA7	10500	VERIDIAN CU		10/24/2022	249,000.00	249,000.00	249,000.00	4.500	1,096	510	10/24/2025
20367GBD0	10440	Community Commerce Bank		07/27/2022	248,000.00	248,000.00	248,000.00	3.050	1,280	605	01/27/2026
530520AC9	10530	LIBERTY FIRST CU		01/27/2023	249,000.00	249,000.00	249,000.00	4.500	1,096	605	01/27/2026
320165LR2	10648	FIRST FARMERS BK & TRUST		03/28/2024	249,000.00	249,000.00	249,000.00	4.850	671	606	01/28/2026
19123RAA0	10529	COCA-COLA FCU		01/31/2023	249,000.00	249,000.00	249,000.00	4.600	1,098	611	02/02/2026
39573LAV0	10255	GREENSTATE CREDIT UNION		02/26/2021	248,000.00	224,875.74	248,000.00	0.650	1,826	635	02/26/2026
59524LAA4	10549	MID CAROLINA CU		03/13/2023	249,000.00	249,000.00	249,000.00	4.850	1,096	650	03/13/2026
87868YAL7	10551	TECHNOLOGY CU		03/23/2023	249,000.00	249,000.00	249,000.00	5.000	1,096	660	03/23/2026
62847NEL6	10646	MVB BANK INC		03/27/2024	249,000.00	249,000.00	249,000.00	4.800	730	664	03/27/2026
722000AC0	10575	PIMA FEDERAL CREDIT		08/17/2023	248,000.00	248,000.00	248,000.00	5.300	1,096	807	08/17/2026
42228LAH4	10496	HEALTHCARE SYSTEMS FCU		09/21/2022	249,000.00	249,000.00	249,000.00	3.600	1,461	842	09/21/2026
91823MBE4	10499	VCC BANK		10/14/2022	249,000.00	249,000.00	249,000.00	4.250	1,461	865	10/14/2026
50625LBR3	10606	LAFAYETTE FCU		11/30/2023	248,000.00	248,000.00	248,000.00	5.250	1,096	912	11/30/2026
06251A3K4	10402	America's Credit Union		12/16/2021	248,000.00	227,139.23	248,000.00	1.350	1,826	928	12/16/2026
58404DUA7	10622	Medallion Bank		12/29/2023	248,000.00	248,000.00	248,000.00	4.500	1,096	941	12/29/2026
856285E98	10410	State Bank of India		01/31/2022	248,000.00	230,670.75	248,000.00	1.750	1,827	975	02/01/2027
849061AF3	10644	SPOKANE TEACHERS CR UN		03/25/2024	245,000.00	245,000.00	245,000.00	4.750	1,095	1,027	03/25/2027
89235MNT4	10442	Toyota Financial SGS Bank		07/22/2022	248,000.00	248,000.00	248,000.00	3.400	1,826	1,146	07/22/2027
14042THZ3	10453	Capital One Bank USA		07/27/2022	248,000.00	248,000.00	248,000.00	3.500	1,826	1,151	07/27/2027
55026MAE5	10487	LUMINATE BANK		09/15/2022	249,000.00	249,000.00	249,000.00	3.400	1,826	1,201	09/15/2027
052392BT3	10495	AUSTIN TELCO FCU		09/21/2022	249,000.00	249,000.00	249,000.00	3.800	1,826	1,207	09/21/2027
472207AE9	10491	JEANNE D'ARC CREDIT UNION		09/30/2022	249,000.00	249,000.00	249,000.00	3.800	1,826	1,216	09/30/2027

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**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
May 31, 2024**

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Federal Credit Union CD											
06543PDA0	10494	BANK OF THE VALLEY NE		09/30/2022	249,000.00	249,000.00	249,000.00	4.100	1,826	1,216	4.100 09/30/2027
42869GAB2	10639	Hickam		01/31/2024	249,000.00	249,000.00	249,000.00	4.150	1,461	1,339	4.150 01/31/2028
011852AE0	10547	Alaska USA FCU		03/08/2023	249,000.00	249,000.00	249,000.00	4.600	1,827	1,376	4.600 03/08/2028
61690DQK7	10662	Morgan Stanley Bank		05/08/2024	244,000.00	244,000.00	244,000.00	4.700	1,461	1,437	4.700 05/08/2028
89854LAD5	10564	TTCU FED CU		07/26/2023	248,000.00	248,000.00	248,000.00	5.000	1,827	1,516	5.000 07/26/2028
534574AC2	10571	LINCOLN PARK COMMUNITY BANK		08/28/2023	248,000.00	248,000.00	248,000.00	5.000	1,827	1,549	5.000 08/28/2028
72221MAA1	10578	PINAL COUNTY FED CU		09/08/2023	248,000.00	248,000.00	248,000.00	5.700	1,827	1,560	5.700 09/08/2028
291916AG9	10596	Empower FED Credit Union		10/23/2023	248,000.00	248,000.00	248,000.00	5.100	1,827	1,605	5.100 10/23/2028
91739JAD7	10589	UTAH FIRST CD		10/30/2023	248,000.00	248,000.00	248,000.00	5.100	1,827	1,612	5.100 10/30/2028
98138MCA6	10590	WORKERS FCU		10/30/2023	248,000.00	248,000.00	248,000.00	5.200	1,827	1,612	5.200 10/30/2028
89839KAD7	10604	TRUSTSTAR BANK		11/22/2023	248,000.00	248,000.00	248,000.00	4.750	1,827	1,635	4.750 11/22/2028
77357DAB4	10607	ROCKLAND FCU		11/30/2023	248,000.00	248,000.00	248,000.00	5.000	1,827	1,643	5.000 11/30/2028
949764JY1	10617	Wells Fargo		12/27/2023	248,000.00	248,000.00	248,000.00	4.100	1,827	1,670	4.100 12/27/2028
17783PAK7	10625	City Federal Credit Union		01/18/2024	249,000.00	249,000.00	249,000.00	4.000	1,827	1,692	4.000 01/18/2029
654062LP1	10643	NICOLET NATIONAL BANK		03/08/2024	249,000.00	249,000.00	249,000.00	4.250	1,826	1,741	4.250 03/08/2029
91527PCF2	10651	Univest Bank & Trust Co.		03/13/2024	249,000.00	249,000.00	249,000.00	4.250	1,826	1,746	4.250 03/13/2029
12481GAZ0	10663	CBC Federal Credit Union		05/14/2024	249,000.00	249,000.00	249,000.00	4.650	1,826	1,808	4.650 05/14/2029
32026U5U6	10664	First Foundation Bank		05/22/2024	244,000.00	244,000.00	244,000.00	4.600	1,826	1,816	4.600 05/22/2029
93883MBA5	10674	WASHINGTON FINANCIAL		05/31/2024	244,000.00	244,000.00	244,000.00	4.500	1,826	1,825	4.500 05/31/2029
Subtotal and Average			13,073,032.26		13,642,000.00	13,576,725.46	13,642,000.00		1,384	976	4.200
Local Agency Investment Funds											
LAIF	10028	Local Agency Investment Fund			2,101,635.72	2,069,750.75	2,101,635.72	4.332	1	1	4.332
Subtotal and Average			2,101,635.72		2,101,635.72	2,069,750.75	2,101,635.72		1	1	4.332
Corporate Notes											
06048WR36	10515	Bank of America Corp.		12/27/2022	500,000.00	459,355.03	459,355.03	2.000	1,638	1,116	5.000 06/22/2027
24422EXB0	10668	JOHN DEERE CAPITAL CORP		05/29/2024	500,000.00	499,429.77	499,429.77	4.950	1,507	1,504	4.979 07/14/2028
Subtotal and Average			507,168.91		1,000,000.00	958,784.80	958,784.80		1,570	1,318	4.989
Federal Agency Coupon Securities											
3130ASDS5	10460	Federal Home Loan Bank		07/08/2022	1,000,000.00	999,747.11	999,747.11	2.750	721	27	3.099 06/28/2024
3130AT6G7	10483	Federal Home Loan Bank		09/22/2022	750,000.00	748,783.10	748,783.10	3.500	722	104	4.100 09/13/2024
3130ATVD6	10533	Federal Home Loan Bank		02/22/2023	750,000.00	749,628.55	749,628.55	4.875	569	104	5.058 09/13/2024
3133EPBH7	10543	Federal Farm Credit Bank		03/01/2023	500,000.00	499,355.49	499,355.49	4.750	723	265	4.939 02/21/2025
3133ENZG8	10458	Federal Farm Credit Bank		07/11/2022	500,000.00	500,989.91	500,989.91	3.375	1,075	384	3.176 06/20/2025

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**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
May 31, 2024**

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Federal Agency Coupon Securities											
313373B68	10537	Federal Home Loan Bank		02/27/2023	500,000.00	497,984.38	497,984.38	4.375	1,110	650	4.619 03/13/2026
3130ASJ59	10447	Federal Home Loan Bank		07/18/2022	1,000,000.00	1,004,425.57	1,004,425.57	3.375	1,425	741	3.141 06/12/2026
3133EPQC2	10572	Federal Farm Credit Bank		08/02/2023	1,000,000.00	999,280.75	999,280.75	4.625	1,080	776	4.661 07/17/2026
45818WED4	10498	INTER-AMERICAN DEV. BANK		09/13/2022	500,000.00	492,389.12	492,389.12	2.980	1,731	1,104	3.902 06/10/2027
3130ASGU7	10432	Federal Home Loan Bank		06/16/2022	1,000,000.00	1,020,268.00	999,447.41	3.500	1,821	1,105	3.520 06/11/2027
3130AXMQ8	10588	Federal Home Loan Bank		10/30/2023	1,000,000.00	1,000,000.00	1,000,000.00	5.600	1,460	150	5.600 10/29/2027
3133EPCG8	10545	Federal Farm Credit Bank		03/01/2023	1,000,000.00	995,586.32	995,586.32	4.125	1,736	1,278	4.267 12/01/2027
3130AWMN7	10563	Federal Home Loan Bank		07/21/2023	500,000.00	503,574.70	503,574.70	4.375	1,785	1,469	4.177 06/09/2028
17325FBB3	10631	CITIBANK		01/30/2024	750,000.00	777,420.43	777,420.43	5.803	1,704	1,581	4.847 09/29/2028
3130B0N70	10645	Federal Home Loan Bank		03/27/2024	500,000.00	500,000.00	500,000.00	4.850	1,826	664	4.850 03/27/2029
Subtotal and Average			11,268,419.75		11,250,000.00	11,289,433.43	11,268,612.84		1,300	685	4.234
Federal Agency Disc. -Amortizing											
313384A58	10626	Federal Home Loan Bank		01/29/2024	750,000.00	743,580.42	743,580.42	4.970	186	62	5.169 08/02/2024
313384J75	10627	Federal Home Loan Bank		01/29/2024	750,000.00	737,266.67	737,266.67	4.775	252	128	4.975 10/07/2024
313384N39	10628	Federal Home Loan Bank		01/29/2024	750,000.00	734,708.75	734,708.75	4.705	280	156	4.910 11/04/2024
Subtotal and Average			2,211,040.21		2,250,000.00	2,215,555.84	2,215,555.84		239	115	5.018
Treasury Coupon Securities											
9128286Z8	10435	U.S. Treasury		06/14/2022	1,000,000.00	976,875.00	998,877.80	1.750	747	29	3.222 06/30/2024
912828Y87	10434	U.S. Treasury		06/08/2022	1,000,000.00	975,742.00	998,445.47	1.750	784	60	2.730 07/31/2024
91282CED9	10415	U.S. Treasury		03/22/2022	3,000,000.00	2,903,439.00	2,987,769.89	1.750	1,089	287	2.290 03/15/2025
91282CEU1	10459	U.S. Treasury		07/08/2022	1,000,000.00	998,261.52	998,261.52	2.875	1,073	379	3.051 06/15/2025
9128285C0	10456	U.S. Treasury		07/11/2022	1,000,000.00	997,999.95	997,999.95	3.000	1,177	486	3.158 09/30/2025
9128285J5	10445	U.S. Treasury		07/18/2022	1,000,000.00	998,318.46	998,318.46	3.000	1,201	517	3.125 10/31/2025
91282CDQ1	10403	U.S. Treasury		01/04/2022	1,000,000.00	925,664.00	997,331.32	1.250	1,822	943	1.357 12/31/2026
91282CEW7	10436	U.S. Treasury		07/14/2022	1,000,000.00	1,006,687.71	1,006,687.71	3.250	1,812	1,124	3.014 06/30/2027
91282CEE7	10654	U.S. Treasury		04/08/2024	500,000.00	456,639.85	456,639.85	2.375	1,818	1,764	4.393 03/31/2029
Subtotal and Average			11,341,414.06		10,500,000.00	10,239,627.49	10,440,331.97		1,216	498	2.730
Federal Agency Callable											
3134GXYM0	10433	Federal Home Loan Mtg Corp		06/28/2022	750,000.00	749,124.00	749,879.06	3.125	731	27	3.349 06/28/2024
3134GYE57	10527	Federal Home Loan Mtg Corp		01/26/2023	500,000.00	500,000.00	500,000.00	5.020	547	55	5.020 07/26/2024
3133EMVS8	10259	Federal Farm Credit Bank		04/14/2021	500,000.00	468,659.00	500,000.00	0.690	1,461	317	0.690 04/14/2025
3133EREU1	10667	Federal Farm Credit Bank		05/29/2024	500,000.00	499,706.12	499,706.12	5.000	537	534	5.041 11/17/2025
3130AL7M0	10254	Federal Home Loan Bank		02/24/2021	500,000.00	460,993.50	499,740.42	0.625	1,826	84	0.668 02/24/2026

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Federal Agency Callable											
3133EMSH6	10258	Federal Farm Credit Bank		03/03/2021	500,000.00	463,515.50	500,000.00	0.790	1,826	640	0.790 03/03/2026
3133ENKG4	10397	Federal Farm Credit Bank		01/11/2022	1,000,000.00	933,642.00	1,000,000.00	1.470	1,826	954	1.470 01/11/2027
3133ENMA5	10405	Federal Farm Credit Bank		01/26/2022	1,500,000.00	1,417,582.50	1,500,000.00	1.840	1,826	969	1.840 01/26/2027
3130AQKJ1	10406	Federal Home Loan Bank		01/28/2022	1,500,000.00	1,398,064.50	1,500,000.00	1.700	1,826	57	1.700 01/28/2027
3133ENH52	10475	Federal Farm Credit Bank		08/23/2022	500,000.00	500,000.00	500,000.00	4.030	1,826	1,178	4.030 08/23/2027
3130AUDL5	10513	Federal Home Loan Bank		12/30/2022	750,000.00	750,000.00	750,000.00	4.550	1,826	212	4.550 12/30/2027
3010B07G8	10641	Federal Home Loan Bank		02/26/2024	500,000.00	500,000.00	500,000.00	5.000	1,827	1,731	5.000 02/26/2029
Subtotal and Average			8,547,909.42		9,000,000.00	8,641,287.12	8,999,325.60		1,572	549	2.592
Certificate of Deposit											
29278TKJ8	10230	EnerBank USA		08/07/2019	247,000.00	241,213.04	247,000.00	2.150	1,827	67	2.152 08/07/2024
75472RAE1	10233	Raymond James Bank NA		08/23/2019	247,000.00	240,310.01	247,000.00	2.000	1,827	83	2.002 08/23/2024
14042RRH6	10429	Capital One Bank		05/18/2022	248,000.00	246,036.83	248,000.00	3.100	1,097	352	3.100 05/19/2025
87165GR79	10430	Synchrony Bank		05/20/2022	248,000.00	246,033.11	248,000.00	3.100	1,096	353	3.100 05/20/2025
48128UDS5	10250	JP Morgan Chase		05/28/2020	248,000.00	231,727.23	248,000.00	1.050	1,826	361	1.010 05/28/2025
254673F68	10431	Discover Bank		06/01/2022	246,000.00	244,005.19	246,000.00	3.100	1,097	366	3.100 06/02/2025
59001PAS8	10457	Meritrust Fed CU		07/08/2022	248,000.00	248,000.00	248,000.00	3.350	1,096	402	3.350 07/08/2025
066519QK8	10256	BANK UNITED NA		03/05/2021	248,000.00	224,768.35	248,000.00	0.650	1,826	642	0.000 03/05/2026
70320KAX9	10257	Pathfinder Bank		03/11/2021	249,000.00	225,981.94	249,000.00	0.700	1,826	648	0.000 03/11/2026
70962LBH4	10414	Pentagon Federal Credit Union		03/22/2022	248,000.00	234,447.30	248,000.00	1.800	1,462	660	1.800 03/23/2026
38149MZJ5	10260	Goldman Sachs Bank		09/08/2021	248,000.00	225,703.81	248,000.00	1.050	1,826	829	1.051 09/08/2026
90348JS92	10261	UBS Bank USA		09/09/2021	248,000.00	224,604.42	248,000.00	0.950	1,826	830	0.000 09/09/2026
89236TLD5	10670	Toyota MTR Credit Corp		05/29/2024	500,000.00	502,519.33	502,519.33	5.400	905	902	5.179 11/20/2026
23288UAA5	10555	Cy Fair FCU		05/19/2023	249,000.00	249,000.00	249,000.00	4.350	1,461	1,082	4.355 05/19/2027
88413QDM7	10455	Third Fed Savings & Loan		07/27/2022	245,000.00	245,000.00	245,000.00	3.400	1,826	1,151	3.402 07/27/2027
69353RFG8	10669	PNC BANK NA		05/29/2024	500,000.00	465,656.12	465,656.12	3.100	1,244	1,241	5.335 10/25/2027
882508CG7	10653	TEXAS INSTRUME		04/01/2024	750,000.00	753,679.15	753,679.15	4.600	1,774	1,713	4.480 02/08/2029
91282CKG5	10657	UST		04/22/2024	750,000.00	733,270.00	733,270.00	4.125	1,804	1,764	4.647 03/31/2029
3135GARH6	10655	Federal National Mtg Assn		04/16/2024	500,000.00	500,000.00	500,000.00	5.650	1,826	319	5.650 04/16/2029
3130B0YH6	10661	Federal Home Loan Bank		04/19/2024	500,000.00	500,000.00	500,000.00	5.010	1,826	1,783	5.010 04/19/2029
356436AR6	10658	Freedom Northwest CU		04/19/2024	249,000.00	249,000.00	249,000.00	4.550	1,826	1,783	4.550 04/19/2029
Subtotal and Average			6,304,466.55		7,216,000.00	7,030,955.83	7,171,124.60		1,590	983	3.537
Municipal Bonds											
13032UXL7	10252	CALIF STATE HLTH FACS AUTH		11/04/2020	200,000.00	189,923.60	200,000.00	0.752	1,305	0	0.752 06/01/2024
13077DMK5	10251	California St Univ Rev-Bond		09/17/2020	100,000.00	93,759.00	100,000.00	0.685	1,506	153	0.685 11/01/2024

Portfolio POOL
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**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
May 31, 2024**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Term	Days to Maturity	YTM/C	Maturity Date
Municipal Bonds												
13032UXM5	10253	CALIF STATE HLTH FACS AUTH		11/04/2020	250,000.00	231,621.25	250,000.00	0.952	1,670	365	0.952	06/01/2025
54438CYL0	10523	LOS ANGELES CA CMNTY CLG DIST		01/05/2023	365,000.00	339,600.60	339,600.60	1.174	1,304	791	4.700	08/01/2026
738850TA4	10522	POWAY UNIFIED SCHOOL DIST		01/04/2023	1,230,000.00	1,149,060.62	1,149,060.62	2.414	1,670	1,156	4.750	08/01/2027
Subtotal and Average			2,037,208.00		2,145,000.00	2,003,965.07	2,038,661.22		1,565	836	3.684	
Wells Fargo Sweep Account												
SWEEP	10036	Wells Fargo		07/01/2012	0.00	0.00	0.00	0.010	1	1	0.010	
Subtotal and Average			0.00		0.00	0.00	0.00		0	0	0.000	
Money Market Fund												
857492888	10562	State Street Advisors		05/31/2023	21,079,368.36	21,079,368.36	21,079,368.36	5.230	1	1	5.230	
52470G882	10561	Western Asset		05/25/2023	0.00	0.00	0.00	5.150	1	1	5.150	
Subtotal and Average			18,998,723.20		21,079,368.36	21,079,368.36	21,079,368.36		1	1	5.230	
Total and Average			76,391,018.08		80,184,004.08	79,105,454.15	79,915,400.95		964	519	4.066	

City of Diamond Bar
Portfolio Management
Portfolio Details - Cash
May 31, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Term	Days to Maturity	YTM/C
Average Balance			0.00						0	0	
Total Cash and Investments			76,391,018.08		80,184,004.08	79,105,454.15	79,915,400.95		964	519	4.066

**City of Diamond Bar
Portfolio Management
Activity By Type
May 1, 2024 through May 31, 2024**

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Federal Credit Union CD							
12481GAZ0	10663	CBC Federal Credit Union	4.650	05/14/2024	249,000.00	0.00	
32026U5U6	10664	First Foundation Bank	4.600	05/22/2024	244,000.00	0.00	
61690DQK7	10662	Morgan Stanley Bank	4.700	05/08/2024	244,000.00	0.00	
93883MBA5	10674	WASHINGTON FINANCIAL	4.500	05/31/2024	244,000.00	0.00	
		Subtotal			981,000.00	0.00	13,642,000.00
Local Agency Investment Funds (Monthly Summary)							
		Subtotal					2,101,635.72
Corporate Notes							
24422EXB0	10668	JOHN DEERE CAPITAL CORP	4.950	05/29/2024	499,429.00	0.00	
		Subtotal			499,429.00	0.00	958,784.80
Federal Agency Coupon Securities							
		Subtotal					11,268,612.84
Federal Agency Disc. -Amortizing							
		Subtotal					2,215,555.84
Treasury Coupon Securities							
912828WJ5	10417	U.S. Treasury	2.500	05/15/2024	0.00	2,000,000.00 **	
		Subtotal			0.00	2,000,000.00	10,440,331.97
Federal Agency Callable							
3133EREU1	10667	Federal Farm Credit Bank	5.000	05/29/2024	499,705.00	0.00	
		Subtotal			499,705.00	0.00	8,999,325.60
Certificate of Deposit							
61760AZR3	10226	Morgan Stanley Bank	2.750	05/02/2024	0.00	246,000.00 **	
69353RFG8	10669	PNC BANK NA	3.100	05/29/2024	465,600.00	0.00	
89236TLD5	10670	Toyota MTR Credit Corp	5.400	05/29/2024	502,525.00	0.00	
		Subtotal			968,125.00	246,000.00	7,171,124.60
Municipal Bonds							
		Subtotal					2,038,661.22

** - Indicates incomplete recording of maturity redemption.

City of Diamond Bar
Portfolio Management
Activity By Type
May 1, 2024 through May 31, 2024

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Wells Fargo Sweep Account							
Subtotal							0.00
Money Market Fund							
857492888	10562	State Street Advisors	5.230		4,575,882.52	2,000,000.00	
Subtotal					4,575,882.52	2,000,000.00	21,079,368.36
Total					7,524,141.52	4,246,000.00	79,915,400.95



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT (MLESA) BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF DIAMOND BAR FOR A FIVE-YEAR TERM THROUGH JUNE 30, 2029.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

- A. Approve, and authorize the Mayor to sign, the five-year Municipal Law Enforcement Services Agreement (MLESA) by and between County of Los Angeles and City of Diamond Bar; and
- B. Authorize the City Manager to sign the annual 575 based on the Council-approved appropriations in the adopted operating budget.

FINANCIAL IMPACT:

There is no specific fiscal impact related to the approval of this agreement. Financial implications related to the Diamond Bar Los Angeles County Sheriff's Department (LASD) contract are based on the deployment levels established in the Service Level Authorization Form 575 (Form 575). The Form 575 with corresponding unit costs and Liability Trust Fund surcharge is updated annually and contains the personnel services approved by the City Council in the annual budget.

BACKGROUND:

Every five years, cities contracting with LASD must enter into the MLESA, which establishes standard the terms and conditions for the provision of law enforcement services in contract cities. This master services agreement includes the basic scope of services, administration and deployment of LASD personnel, performance requirements, and overall contract administration standards. The proposed MLESA is valid from July 1, 2024 through June 30, 2029.

ANALYSIS:

The development of the 2024 MLESA was the result of negotiations led by the City Manager Working Group of the California Contract Cities Association. With the exception of the following, the proposed agreement contains no other substantive changes.

- Adjustment to Standard Performance Measurement. Historically, MLESA performance has been based on the overall number of service minutes produced by all deputies procured by the City, with a combined target of 98%-102% deemed to be compliant. This approach allows LASD to mix-and-match deputy time across procured units to meet requirements.

The revised MLESA would retain the same 98%-102% performance target, but apply it to each deputy procured by the City. This change ensures that each position meets the City's requirements, with no offsets or balancing between one position and another. For example, if there was an overage in service minutes produced by a patrol deputy, it would no longer be acceptable for it to be offset by a reduction in Special Assignment Deputy time, ensuring full accountability with contracted service requirements.

- Service Unit Vehicles. Upon adding a new deputy unit to its Form 575, the City must incur an initial one-time vehicle acquisition cost for the new position. Ongoing maintenance and replacement costs for the vehicle associated with the position are incorporated into the annual contract cost of the deputy. The revised MLESA includes language to ensure that the City is not responsible for the one-time vehicle cost when a deputy position is deleted and restored to the Form 575 within 24 months.
- Transfer of City Property to County. In the past, the City has purchased additional equipment for use by Diamond Bar deputies, including items such as LIDAR (traffic radar) and trackers used to solve package theft cases. The revised MLESA requires separate written agreements managed at contract city stations to govern items purchased by the City and temporarily transferred to the County and requires the County to maintain a detailed and regularly updated inventory of all non-vehicle City equipment in its possession, including descriptions, serial numbers (if applicable), condition upon receipt, and location.
- Equipment Replacement. The revised MLESA includes new language requiring the County to make every effort to provide temporarily replacement equipment when original equipment assigned to a City deputy unit is out of service for 60 days or more.
- Continued Negotiations on Liability and Indemnity. The Liability Trust Fund (LTF) is a County trust account funded by contract cities to reimburse the County for all costs related to litigation and settlements as a part of MLESA operations. The Liability Trust Fund is self-insured for liabilities up to \$10 million and carries

insurance up to \$50,000,000. In recent years, LASD has been involved in significant litigation and a number of high-cost settlements that have led insurers to require increased self-insurance retention amounts. In turn, the annual LTF surcharge paid by cities has risen to 12%, a figure that increases the City's annual law enforcement bill by approximately \$900,000 in FY 24-25.

During negotiations for the revised MLESA the City Manager Working Group of the California Contract Cities Association proposed changes to current liability and indemnity language to reduce overall exposure of contract cities, protect the long-term sustainability of the LTF and contract model, and encourage the County to implement effective risk mitigation measures in the department. Ultimately, since LASD does control the training, supervision, recruitment/hiring, and discipline of deputies without City input, the full cost of liability for departmental actions should not be borne by contract cities. As the deadline to complete the MLESA approached, the County requested additional time to discuss and consider changes to the liability and indemnification language. A Letter of Understanding between the County and the California Contract Cities Association outlines how both parties will continue discussions to address these concerns.

LEGAL REVIEW:

The City Attorney has reviewed and approved the agreement as to form.

PREPARED BY:

Ryan McLean

Ryan McLean, Assistant City Manager 6/18/2024

REVIEWED BY:

Ryan McLean

Ryan McLean, Assistant City Manager 5/31/2024

Kristina Santana

Kristina Santana, City Clerk 6/3/2024

Daniel Fox

Daniel Fox, City Manager 6/11/2024

Attachments:

1. 5.4.a 2024-2029 MLESA

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF DIAMOND BAR**

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF DIAMOND BAR**

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this 18th day of June, 2024 by and between the County of Los Angeles ("County") and the City of Diamond Bar ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Sections 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.
- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items, with the calculation determined by service unit type, requires consultation with the City manager or his/her designee. For the purpose of this section, exigent circumstances are defined as such cases where the immediacy of deployment is of such nature where prior consultation is materially detrimental to public safety and the length of such deployment does not exceed 24 hours.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have

any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

- 2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the

Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%) for each service unit type, then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%) for each service unit type, then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the

City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.

- 3.3.1 The Sheriff's Department shall monitor and make every attempt to backfill vacant and impaired (to include loaned) sworn supervisorial overhead positions by the beginning of the following quarter.
- 3.3.2 The Sheriff's Department will work with the City to provide an appropriate tool and/or reports to demonstrate adequate service level compliance under this Agreement. Such service level compliance reports include, but not limited to, daily staffing levels, service levels, deployment of service units, daily deputy activity, or similar type data that is reasonably available.
- 3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1, and attached hereto as an Amendment to this Agreement.
- 3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth

in Paragraphs 3.4 and 3.5 above.

- 3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.
- 3.9 When a contracted service unit, requiring the procurement of a vehicle at the onset of service, is deleted from the Service Level Authorization (SH-AD-575) , and the City reinstates said service unit within a 24-month period, the City will not be required to procure a vehicle.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, technology, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

4.2.1 All bailments require a separate Bailment Agreement governing the County's use of the bailed equipment. Such Bailment Agreements shall be administered at the station level. A bailment is a legal arrangement where one party (City) temporarily transfers possession of specific property or assets to another party (County) to facilitate the provision of certain services.

4.2.2 All donations made by a City to the County will be governed by the most current Sheriff's Department donation procedures.

4.2.3 The County, through the Sheriff's Department, acknowledges its obligation to maintain an inventory of all non-vehicle equipment owned by the City ("City Equipment") provided to the County for its use. The inventory shall include, but not limited to, a detailed description of each item of City Equipment, its serial number (if applicable), its condition upon receipt, and its location. The County shall be responsible for regularly updating and maintaining the inventory of City Equipment, including documenting any changes in the status, condition, or location

of equipment. The inventory shall be kept current and accurate at all times during the term of this Agreement. Upon request by the City, the County shall provide access to the inventory records and facilitate any necessary inspections or audit of the City Equipment. The County shall cooperate fully with the City in verifying the accuracy and completeness of the inventory. In the event of loss, damage, or theft of any City Equipment while under the custody or control of the County, the County shall promptly notify the City in writing and provide a detailed explanation of the circumstances surrounding the incident. All inventory records shall be completed and maintained at the station level.

- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.

- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.
- 5.4 Notwithstanding anything to the contrary contained in the Agreement, the indemnification term under this section shall be in effect for a period of nine (9) months, through and including March 31, 2025, with an automatic six-month (6) renewal thereafter, through and including September 30, 2025 (“Indemnification Extension”), unless: (a) this section is amended at any time prior to September 30, 2025; or (b) the entire Agreement is terminated earlier, pursuant to Section 7.0 of this Agreement. If the parties continue to perform under the Agreement after the expiration of the Indemnification Extension without any amendment to this section in accordance with Section 11.0, then the indemnification term under this section will be automatically renewed and incorporated herein for the entire duration of this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2024 through June 30, 2029, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than one hundred eighty (180) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.
- 7.5 In the case of termination of this Agreement, the Sheriff will provide only such duties as are required by law.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County

Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

- 8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.
- 9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the invoice due date, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's

intention to do so.

10.0 NOTICES

10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street. 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

10.3 Notices to the City of shall be addressed as follows:

City of Diamond Bar
Attn: Dan Fox, City Manager
Address: 21810 Copley Drive
Phone #: 909-839-7011

11.0 AMENDMENTS

11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an authorized representative of the City.

11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.

11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City

Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF DIAMOND BAR**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ROBERT G. LUNA
Sheriff

Date _____

CITY OF DIAMOND BAR

By _____
STAN LIU
Mayor

Date _____

ATTEST:

By _____
KRISTINA SANTANA
City Clerk

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____
Omar Sandoval, City Attorney



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **CONSULTING SERVICES AGREEMENT WITH REGIONAL CHAMBER OF COMMERCE SAN GABRIEL VALLEY FOR BUSINESS DEVELOPMENT AND ENGAGEMENT SERVICES THROUGH JUNE 30, 2025.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve and authorize the City Manager to sign the Consulting Services Agreement with Regional Chamber of Commerce San Gabriel Valley.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement for Fiscal Year 2024/25 would be \$12,000. Sufficient funds are included in the Fiscal Year 2024/25 Economic Development budget.

BACKGROUND:

The Regional Chamber of Commerce San Gabriel Valley ("Chamber") began as the Diamond Bar Chamber of Commerce before expanding eastward to also include the communities of Walnut, Rowland Heights, Hacienda Heights, Avocado Heights, La Puente, Bassett and Valinda. According to its website, the Chamber seeks to "promote civic, commercial, industrial commerce and enhance the quality of life within our community" while advocating for the business interests of its members. The City of Diamond Bar has partnered with the Chamber for many years, focusing primarily on local business development and engagement efforts.

ANALYSIS:

The FY 2023/24 Consulting Services Agreement included a revised scope of work designed to enhance cooperation between the City and Chamber, with specific

deliverables defined. The Chamber met these terms with actions including but not limited to:

- Regular meetings with staff from the City's Office of Economic Development to improve communication, develop programming, and strategize for business attraction and development.
- The development of local business development workshops and networking events, including Gas Company grant programs, Mayor's Prayer Breakfast, and Business Roundtables, among other events.
- Assistance with City business engagement efforts, including Restaurant Week, City Anniversary Celebration, ribbon cuttings/grand opening, etc.
- Business assistance/service matching programming.
- Quarterly reporting.

In FY 2024/25, the Chamber is expected to continue to provide business education and engagement programming, events including grand openings/ribbon cuttings and the annual Mayor's Prayer Breakfast, participate in the City's Restaurant Week program, and drive new local business membership.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Agreement as to form.

PREPARED BY:

Ryan McLean

Ryan McLean, Assistant City Manager 6/18/2024

REVIEWED BY:

Ryan McLean

Ryan McLean, Assistant City Manager 6/3/2024

Jason Jacobsen

Jason Jacobsen, Finance Director 6/10/2024

Kristina Santana

Kristina Santana, City Clerk 6/11/2024

Daniel Fox

Daniel Fox, City Manager 6/11/2024

Attachments:

1. 5.5.a Consulting Services Agreement with Regional Chamber of Commerce
San Gabriel Valley

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of July 1, 2024 by and between the City of Diamond Bar, a municipal corporation ("City") and the Regional Chamber of Commerce—San Gabriel Valley, a California nonprofit public benefit corporation ("Consultant").

1. Consultant's Services.

Subject to the terms and conditions set forth in this Agreement Consultant shall provide to the reasonable satisfaction of the City the services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the City to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Assistant City Manager Ryan McLean (herein referred to as the "City's Project Manager"), shall be the person to whom the Consultant will report for the performance of services hereunder. It is understood that Consultant shall coordinate its services hereunder with the City's Project Manager to the extent required by the City's Project Manager, and that all performances required hereunder by Consultant shall be performed to the satisfaction of the City's Project Manager and the City Manager.

2. Term of Agreement. This Agreement shall take effect July 1, 2024, and shall continue until June 30, 2025 unless earlier terminated pursuant to the provisions herein.

3. Compensation. City agrees to compensate Consultant for each service which Consultant performs to the satisfaction of City in compliance with the scope of services set forth in Exhibit "A". Payment will be made only after submission of proper invoices in the form specified by City. Total payment to Consultant pursuant to this Agreement shall not exceed Twelve Thousand dollars (\$12,000) without the prior written consent of the City. The above not to exceed amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel and all related expenses.

4. Payment.

A. Consultant shall submit to City an invoice monthly for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

C. City will pay Consultant the amount properly invoiced within 35 days of receipt, but may withhold 30% of any invoice until all work is completed, which sum shall be paid within 35 days of completion of the work and receipt of all deliverables.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

5. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the City Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by City to Consultant.

6. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control.

7. Status as Independent Contractor.

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

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with Workers' Compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable Worker's Compensation laws.

D. Consultant shall, at Consultant's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing

requirements, including but not limited to the City of Diamond Bar, South Coast Air Quality Management District, and California Air Resources Board.

E. In addition to any other remedies it may have, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the City for Consultant's failure to comply with this Section.

8. Standard of Performance. Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

9. Indemnification.

Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Workers' Compensation Act and other employee benefit acts with respect to Consultant's employees or Consultant's contractor's employees arising out of Consultant's work under this Agreement; and

(2) Any and all claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third party indemnification rights of any kind.

10. Insurance.

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City the following insurance:

(1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) property damage insurance with a minimum limit of \$500,000.00 per occurrence;

(3) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$1,000,000.00; and

(4) Worker's Compensation insurance when required by law, with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater.

B. The City, its officers, employees, agents, and volunteers shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City at least ten (10) days prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the City.

D. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement and shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed have a current A.M. Best's rating of no less than A-, VII.

E. Consultant shall submit to City (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the City.

F. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible

constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's due to such failure in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

G. Subrogation. With respect to any Workers' Compensation Insurance or Employer's Liability Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Indemnitees.

H. Failure to Maintain Insurance. If Consultant fails to keep the insurance required under this Agreement in full force and effect, City may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Consultant, which amounts may be deducted from any payments due Consultant.

I. Consultant shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

11. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Consultant's prior written consent, use the same for other unrelated projects.

12. Ownership of Materials. Except as specifically provided in this Agreement, all materials provided by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may, however, make and retain such copies of said documents and materials as Consultant may desire.

13. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Consultant and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The City and any of their authorized representatives shall have access to and the right to audit and reproduce any of Consultant's records regarding the services provided under this Agreement. Consultant shall maintain all such records for a period of at least three (3) years after termination or

completion of this Agreement. Consultant agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the City, and copies thereof shall be furnished if requested.

13. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of hardware or software to City as a result of the performance of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

14. Termination. The City may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. In the event of such termination, City agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits.

15. Personnel/Designated Person. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Except as provided in this Agreement, Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right in its sole discretion to require Consultant to exclude any employee from performing services on City's premises.

16. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto.

Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

17. Time of Completion. Reserved.

18. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

19. Delays and Extensions of Time. Reserved.

20. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

21. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

22. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

23. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

24. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

25. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

26. Reserved.

27. Reserved.

28. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

“CONSULTANT”

“CITY”

Regional Chamber of Commerce SGV
PO Box 5251
Hacienda Heights, CA 91745
Attn.: Aziz Amiri, CEO
Phone: 626-810-8476
E-Mail: aziza@regionalchambersgv.com

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765-4178
Attn.: Ryan McLean, Assistant City Mgr.
Phone: 909-839-7016
E-mail: RMcLean@diamondbarca.gov

29. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. The venue for any action brought under this Agreement shall be in Los Angeles County.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

31. Severability. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

32. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations, or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by a person duly authorized to do so under the City's Purchasing Ordinance.

IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Consultant"

REGIONAL CHAMBER OF COMMERCE
SAN GABRIEL VALLEY

By: _____
Ken Leibman
President and Chairman of the Board

"City"

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

ATTEST:

Kristina Santana, City Clerk

Approved as to form:

By: _____
Omar Sandoval, City Attorney

EXHIBIT “A”

FY 2024-2025 CITY SERVICES CONTRACT REGIONAL CHAMBER OF COMMERCE OF THE SAN GABRIEL VALLEY

SCOPE OF SERVICES

July 1, 2024 through June 30, 2025

- A. The Chamber will partner with the City of Diamond Bar to promote business development in the City of Diamond Bar. The Chamber CEO and City Manager or their designee will meet no less than bimonthly to discuss issues impacting the Diamond Bar business community and the Chamber’s efforts to carry out the terms of this agreement.
- B. The City shall have a non-voting liaison position on the Regional Chamber of Commerce – San Gabriel Valley (“Chamber”) Board of Directors. The position shall be appointed by the Mayor.
- C. Upon commencement of this agreement, the Chamber shall provide a list of all current Diamond Bar-based business members. The Chamber shall continue efforts to increase Diamond Bar-based business membership by at least 10% by June 30, 2025.
- D. The Chamber shall organize and promote open-to-the-public events that foster local business development, engagement, and economic growth, including:
 - A minimum of five (5) business development/coaching workshops (including one-on-one meetings with licensed business counselors or partnerships with other reputable business development agencies) with topics relevant to the current needs of local businesses. Topics may include, but are not limited to business plan development, access to capital and financing opportunities, marketing techniques, emerging technologies, how to expand, job development, etc.
 - A minimum of four (4) business networking events to be held in Diamond Bar, including the annual Mayor’s Prayer Breakfast event. As an in-kind donation, the City shall provide free access to a City facility (subject to availability) for two (2) of the four (4) events. The City shall receive a minimum of two (2) complimentary passes to each scheduled networking event.
- E. The Chamber shall provide support for City-sponsored business engagement programs and activities, including:
 - Provide logistical support, marketing, supplies/materials and other

assistance as requested to the City in the course of staging local business engagement events, including, but not limited to, Grand Openings/Ribbon Cuttings and business milestone recognition events.

- Assist the City with the annual Diamond Bar Restaurant Week (DBRW) Program which will take place in October. Chamber shall participate in DBRW events (including the 2024 Beerfest/Taste of Diamond Bar event scheduled for September 8, 2024) coordinate and solicit any donations/sponsorships, and provide a grand raffle prize to be distributed to DBRW Dine and Win contest participants at the end of the program. Chamber shall promote DBRW information on the Chamber website, as well as provide content on Chamber social media platforms. Chamber shall, whenever possible coordinate existing professional development events to take place at DBRW participating restaurants and furnish Chamber membership information to local business participants.
 - Promote City-sponsored Business Watch events to Diamond Bar-based Chamber members.
- F. The Chamber shall develop and implement a program designed to match Diamond Bar-based businesses with Chamber members that can provide fee-based on-demand business assistance or expertise necessary to their success, including but not limited to attorneys, human resources professionals, graphic designers, marketing professionals, etc.
- G. The Chamber shall upgrade its official website (www.regionalchambersgv.com), ensuring all content is current and accurate. The City shall be provided second tier banner advertising for City programs on the Chamber website at no cost.
- H. The Chamber shall implement technology designed to increase communications by facilitating mass e-mail, text, and phone outreach capabilities.
- I. The Chamber shall submit quarterly reports to the City Manager or designee. At a minimum, the reports shall contain the following information:
- A list of all Diamond Bar-based businesses with active Regional Chamber of Commerce-SGV membership status.
 - A summary of all Chamber Business Development Workshops held during the quarter and the total number of Diamond Bar-based businesses/residents participating.
 - A summary of all Networking Events held and the total number of Diamond Bar-based businesses/residents participating.
 - Website data, including the total number of website visits/hits and e-subscribers.
 - A summary of other relevant Chamber activities conducted during the period, as determined by the CEO.
- J. At a regular City Council meeting in May or June (to be determined by the City and

Chamber CEO), the Chamber shall present an annual report to the City Council highlighting its accomplishments for the year, with particular focus on those included in this scope of services.



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **EIGHTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH OPCO TRANSIT, INC. FOR SENIOR AND DISABLED TRANSPORTATION SERVICES THROUGH JUNE 30, 2025.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

- A. Approve, and authorize the City Manager to sign, the Eighth Amendment to the Consultant Services Agreement with OpCo Transit, Inc. for senior transportation services through June 30, 2025; and
- B. Approve updates to the Diamond Ride Program Rules.

FINANCIAL IMPACT:

Sufficient funds are included in the FY 2024-2025 Budget to cover the cost of such services in the amount of \$350,000, which is funded exclusively through Proposition A Local Return Funds.

BACKGROUND:

The City's Diamond Ride (or "dial-a-cab") program, established in April 1995, provides supplemental transportation for residents aged 60 and older ("seniors") and disabled adults aged 18 and older. Over the years, the program has undergone various modifications to enhance service quality and ensure fiscal sustainability, with the most recent changes implemented in December 2014. The most recent contract service provider, Network Paratransit Systems Inc., underwent a name change to OpCo Transit, Inc. in March 2024.

Currently, the Diamond Ride program serves approximately 3,000 active cardholders and facilitates over 9,000 trips annually. Operating daily from 7 am to 8 pm, the program

allows riders to use 30 one-way trips or 15 round trips per month. The City's existing service boundaries include:

- City Service Area 1: Fare \$0.50 one-way - within Diamond Bar city limits
- Medical Facilities Service Area 2: Fare \$1.50 one-way. Trips to medical facilities within an approximately 5-mile radius beyond city limits bounded by the San Bernardino Freeway (10) to the north, Ramona Avenue/Mills Avenue to the east, Imperial Highway/Carbon Canyon Road to the south, and Azusa Avenue to the west. This service area extends coverage for trips to Pomona Valley Hospital Medical Center and St. Jude Hospital/Medical Center in Fullerton.
- Conversion Trips - Trips that extend beyond Service Areas Number 1 and Number 2 are treated as conversion trips, where riders pay a standard per mile rate of \$3.15 after the cab leaves the designated boundaries.

ANALYSIS:

To ensure a thorough review and evaluation of the existing Diamond Ride Program, it is necessary to extend the current contract with the service provider OpCo Transit, Inc. (OpCo) by one (1) year, through June 30, 2025. This extension will provide the City with sufficient time to conduct a comprehensive assessment of the program, including a detailed analysis of service delivery, user needs, and financial sustainability. Maintaining continuity of service during this evaluation period is crucial to prevent any disruption for the approximately 3,000 active cardholders who rely on the Diamond Ride Program for their transportation needs. In the meantime, a few updates are recommended.

Increase of Per Mile Rate

The proposed amendment (Attachment 1) includes an increase to the "Per Mile" rate as outlined in Exhibit "B" of the Eighth Amendment to the Consultant Services Agreement. Due to rising operational costs, OpCo has requested a 3% rate increase adjusting the per mile rate from \$3.15 to \$3.25 (shown in the below table). All other rates remain unchanged.

Rate Type	Current Rate	Proposed Rate
Flag Drop Per Trip	\$3.00	\$3.00
Per Mile	\$3.15	\$3.25
Wheelchairs	Additional \$5.00 per trip	Additional \$5.00 per trip
Admin/Vehicle Sanitization	\$2,500 per month	\$2,500 per month

Updates to Diamond Ride Program Rules (Attachment 2)

Inclusion of Baldwin Park Kaiser in Medical Service Area 2

Including Kaiser Permanente Baldwin Park Medical Center in Medical Service Area 2 addresses a critical need for comprehensive healthcare access. While there are Kaiser Medical Offices in Diamond Bar, many specialty care and surgical services are located

at the Baldwin Park facility. By incorporating Baldwin Park Kaiser in Medical Service Area 2, the City ensures that residents can conveniently access the full spectrum of medical care they require without the additional financial burden of conversion fares.

The proposed services boundaries include:

- **Service Area 1:** Fare \$0.50 one-way - Trips to/from any destination within Diamond Bar city limits.
- **Service Area 2:** Fare \$1.50 one-way - Trips to/from approved medical facilities beyond Diamond Bar city limits in the area bound by the San Bernardino Freeway (I-10) to the north, Ramona Ave. to the east, Imperial Hwy./Carbon Canyon Rd./Chino Hills Pkwy. to the south, and Harbor Blvd./Azusa Ave. to the west. Trips to/from the following medical facilities are included in Service Area 2: Pomona Valley Hospital Medical Center in Pomona, Providence St. Jude Medical Center in Fullerton, and Kaiser Permanente Baldwin Park Medical Center in Baldwin Park. Additionally, this includes associated medical facilities located within a half-mile radius of the campuses of these hospitals.
- **Conversion Trips:** Trips that extend beyond Service Area 1 that are non-medical in nature are treated as conversion trips. Riders will be charged a standard per mile rate of \$3.25, in addition to the \$0.50 base fare set for Service Area 1, after the Diamond Ride vehicle leaves the designated Service Area boundary. In addition, trips that extend beyond Service Area 2 that are medical in nature are treated as conversion trips. Riders will be charged a standard per mile rate of \$3.25, in addition to the \$1.50 base fare set for Service Area 2, after the Diamond Ride vehicle leaves the designated Service Area boundary.

Miscellaneous Updates to the Diamond Ride Program Rules

Further updates to the Diamond Ride Program Rules aim to simplify and clarify the guidelines for users and are outlined in the attached red-lined version. This commitment to user-friendly programs underscores the City's dedication to maintaining a supplemental transportation service that supports the independence and well-being of senior and disabled residents.

LEGAL REVIEW:

The City Attorney has reviewed and approved the amended Agreement as to form.

PREPARED BY:

Dannette Allen

Dannette Allen, Principal

6/18/2024

REVIEWED BY:

Ryan McLean
Ryan McLean, Assistant City Manager

6/11/2024

Jason Jacobsen
Jason Jacobsen, Finance Director

6/11/2024

Kristina Santana
Kristina Santana, City Clerk

6/12/2024

Daniel Fox
Daniel Fox, City Manager

6/13/2024

Attachments:

1. 5.6.a Eighth Amendment to Consultant Services Agreement with OpCo Transit, Inc.
2. 5.6.b REDLINED - Diamond Ride Program Rules - 06.18.2024

**EIGHTH AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT**

This Eighth Amendment to Consultant Services Agreement ("Eighth Amendment") is made and entered into as of July 1, 2024, by and between the City of Diamond Bar, a municipal corporation ("City"), and OpCo Transit, Inc. ("OpCo"), (herein referred to as the "Contractor") with reference to the following:

- A. The City and American Cab Co., LLC entered into a Contractor Services Agreement dated March 17, 2015 (the "Agreement") wherein American Cab Co. was to provide Dial-A-Cab services to City as set forth in the Agreement.
- B. The City and American Cab executed the First Amendment to the Agreement dated July 1, 2018, which extended the Agreement term through June 30, 2019.
- C. American Cab Co. assigned the Agreement to NPS by that Assignment and Amendment of Contractor Services Agreement effective October 22, 2018.
- D. The City and NPS entered into the Third, Fourth, Fifth, and Sixth Amendments to the Agreement extending the term thereof through June 30, 2024.
- E. The City and Contractor entered into that Seventh Amendment to Contract Services Agreement on March 1, 2024, assigning its obligations under the Agreement to OpCo., a related company, thereunder ("Seventh Amendment"), which is incorporated herein by reference.
- F. The City and the Contractor desire to amend the Agreement as provided herein.

NOW, THEREFORE, the parties agree as follows:

- 1. Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.
- 2. Revised Scope of Services.** The Scope of Services, is hereby amended, modified and supplemented to include the services described in the updated Diamond Ride Program Rules, Exhibit "A", attached hereto and incorporated herein by this reference.
- 3. Term.** The Term of the Original Agreement, as amended was from July 1, 2015 to June 30, 2024. The Original Agreement provides that upon mutual agreement and successful demonstration of exemplary contract performance, the parties may extend the

Agreement beyond the two annual extensions. This Eighth Amendment extends the Term from July 1 , 2024 ("Effective Date") up to an including June 30, 2025.

4. Compensation. The total not-to-exceed compensation, as amended by this Eighth Amendment shall not exceed Three Hundred and Fifty Thousand Dollars (\$350,000) for FY 24-25 without the prior authorization of the City, subject to the rates identified in the attached Exhibit "B", which is incorporated herein by reference. Contractor acknowledges and agrees that it shall not be entitled to any compensation above this amount unless it receives prior approval of the City's City Council and the Agreement is amended in writing. Contractor shall be responsible for notifying the City if the not to exceed amount will be exceeded prior to the expiration of the Term; provided that in no event shall Contractor be required to provide services which costs thereof are in excess of the not to exceed amount.

5. Integration. This Eighth Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all prior negotiations between the parties with respect hereto. This Eighth Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Eighth Amendment and the terms and provisions of the Agreement, the terms and provisions of this Eighth Amendment shall control.

IN WITNESS hereof, the parties enter into this Eighth Amendment on the year and day first above written.

"CONSULTANT"

"CITY"

OPCO TRANSIT, INC.

CITY OF DIAMOND BAR

DocuSigned by:
*By: Petros Keshishian
937A2C43DE2341E...
Printed Name: Petros Keshishian
Title: CEO

By: _____
Dan Fox, City Manager

ATTEST:

Kristina Santana, City Clerk

APPROVED AS TO FORM:

Omar Sandoval, City Attorney

***NOTE: If Consultant is a corporation, the City requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

EXHIBIT "A"



Diamond Ride Program Rules – Effective July 1, 2024 (Rev 6/18/24)

A. Hours & Days of Operation

Diamond Ride service is available seven (7) days a week, including holidays, from 7:00 a.m. to 8:00 p.m. Standard service hours apply except in the following circumstances:

1. **Special Medical Exceptions:** Trips to dialysis centers within Service Area 1 and 2 may be scheduled and fulfilled outside the standard service hours.
2. **Holiday Ride:** This free seasonal program runs from the day after Thanksgiving (“Black Friday”) to January 2. During this period, Diamond Bar residents eighteen (18) years of age or older may schedule trips to and from Diamond Bar-based businesses at no charge from 7:00 a.m.-8:00 p.m.

B. Eligible Users

Service is available to Diamond Bar residents who are:

1. Sixty (60) years of age or older; or
2. Disabled adults aged eighteen (18) years or older.

To enroll, residents must:

- Complete, sign, and meet all eligibility requirements of the Diamond Ride Application and/or Diamond Ride Disability Eligibility Form.
- Provide proof of current Diamond Bar residency (valid government issued identification card or utility bill).
- Provide proof of age (valid Driver’s License, DMV Identification Card, or Birth Certificate).
- If enrolling as a participant with a disability, provide proof of disability, which includes verification with a written diagnosis that meets the requirements of CVC 295.5 or a disability card/document issued by the Veterans Administration, Department of Motor Vehicles, or Social Security Department.
- Review and sign the Waiver, Release and Discharge of Liability Form.

Eligible users shall be issued a uniquely numbered Diamond Ride identification card bearing the user’s name, address, telephone number, and photograph. Diamond Ride identification cards are valid for two (2) years from the date of issuance. Diamond Ride cardholders are responsible for renewing their eligibility before the card’s expiration date.

If an eligible user needs transportation to City Hall to receive a Diamond Ride identification card, please contact the City Manager's Office for accommodations.

For regular Diamond Ride vehicles, Diamond Ride cardholders must be able to enter and exit Diamond Ride vehicles on their own. If assistance is required, one (1) guest may accompany a Diamond Ride cardholder at no additional charge. Diamond Ride drivers are not permitted to physically assist Diamond Ride cardholders with entry or exit from the vehicle.

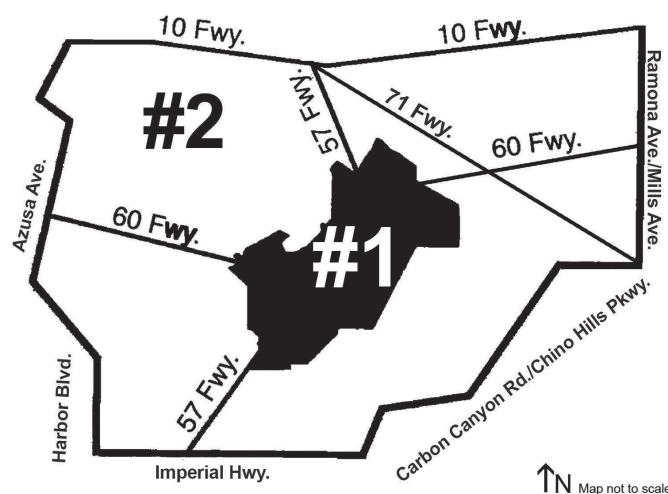
For wheelchair-accessible vehicles, Diamond Ride cardholders may receive assistance from Diamond Ride drivers, if necessary, by opening the door, loading mobility devices and Diamond Ride cardholders onto the vehicle, and safely securing Diamond Ride cardholders inside the vehicle.

C. **Guests**

Only one (1) guest may accompany a cardholder without paying an additional fare. Cardholders cannot schedule trips solely to transport a guest.

D. **Service Area**

Cardholders may schedule trips to destinations within two (2) established Service Areas (see map). ***All rides must start or end in Diamond Bar.***



Service Area 1: Trips to/from any destination within Diamond Bar city limits.

Service Area 2: Trips to/from approved medical facilities beyond Diamond Bar city limits in the area bound by the San Bernardino Freeway (I-10) to the north, Ramona Ave. to the east, Imperial Hwy./Carbon Canyon Rd./Chino Hills Pkwy to the south, and Harbor Blvd./Azusa Ave. to the west.

Trips to/from the following medical facilities are included in Service Area 2: Pomona Valley Hospital Medical Center in Pomona, Providence St. Jude Medical Center in Fullerton, and Kaiser Permanente Baldwin Park Medical Center in Baldwin Park. Additionally, this includes associated medical facilities located within a half-mile radius of the campuses of these hospitals.

E. Approved Medical Facilities

Approved Medical Facilities are defined as those located in Service Area 2 (see Section D, Service Area 2) that provide direct in/outpatient medical, dental or vision services/appointments under the care of a licensed doctor, registered nurse, physician assistant, or physical therapist. Adult Day Care facilities do not qualify as an Approved Medical Facility in Service Area 2.

F. Number of Trips

Cardholders may schedule up to thirty (30) one-way trips (15 round trips) per month. Each point-to-point trip counts as a single trip towards the monthly limit.

G. Fares

All fares must be paid by the cardholder prior to the commencement of any trip.

1. Trips within the City (Service Area 1) - \$0.50 one way (\$1.00 round-trip)
2. Trips within medical service area (Service Area 2) - \$1.50 one way (\$3.00 round-trip)
3. Trips that extend beyond Service Area 1 that are non-medical in nature are treated as conversion trips. Riders will be charged a standard per mile rate of \$3.25, in addition to the \$0.50 base fare set for Service Area 1, after the Diamond Ride vehicle leaves the designated Service Area boundary.

Trips that extend beyond Service Area 2 that are medical in nature are treated as conversion trips. Riders will be charged a standard per mile rate of \$3.25, in addition to the \$1.50 base fare set for Service Area 2, after the Diamond Ride vehicle leaves the designated Service Area boundary.

Fares are subject to change at the discretion of the City Council.

H. Scheduling a Trip

Reservations may be made by calling dispatch at 800-578-6555. Diamond Ride cardholders may not request specific drivers.

When scheduling a trip, Diamond Ride cardholders must provide:

- Their Diamond Ride identification number. The date, time and location of the requested pickup and destination.
- A special needs request for a wheelchair-accessible vehicle, if necessary.

Upon arrival of a Diamond Ride vehicle, cardholders must present their valid Diamond Ride identification card to the driver to confirm eligibility.

I. **Response Time**

Arrival time may vary within a forty-five (45)-minute window after the scheduled time. For example, a 9:00 a.m. scheduled pick-up may arrive between 9:00 a.m. to 9:45 a.m. The fare is waived if a Diamond Ride vehicle arrives more than 45 minutes after the Diamond Ride cardholder's scheduled time.

Note: While every effort to arrive within the forty-five (45)-minute window will be made, arrival times may vary depending on traffic, peak travel times, service availability, or special requests, including the use of wheelchair-accessible vehicles. Please schedule such trips accordingly.

J. **Shared Rides**

Diamond Ride dispatchers may schedule trips jointly with other Diamond Ride cardholders to promote efficiency. In the event of an "incremental shared ride," where a Diamond Ride vehicle picks up joint Diamond Ride cardholders successively and delivers them to the same or successive destinations, each Diamond Ride cardholder shall pay the respective trip fare based on the rates established in Section F, Fares.

K. **Cancelling a Trip**

Cancellations must be made at least one (1) hour before the scheduled pick-up time.

L. **Suspension or Revocation of Diamond Ride Privileges**

In cases of fraud or unauthorized use, the City of Diamond Bar reserves the right to suspend or revoke any Diamond Ride cardholder's access to the service in accordance with the Diamond Ride Program Rules. Service suspensions last for thirty days (30) days, while revocations extend for two (2) years.

The City of Diamond Bar will notify Diamond Ride cardholders of any fraud or unauthorized use, as well as the intent to suspend or revoke service, via the United States Postal Service in accordance with the Diamond Ride Program Rules.

Diamond Ride cardholders who receive a notice of suspension or revocation have the right to appeal. To file an appeal, the Diamond Ride cardholder or their

representative must submit a written explanation, along with supporting facts and statements, detailing why the suspension or revocation should not occur. Appeals must be received within fifteen (15) business days and sent to: City of Diamond Bar, Attn: Diamond Ride Program, 21810 Copley Drive, Diamond Bar, CA 91765. Rulings by the City of Diamond Bar shall be deemed final.

EXHIBIT "B"

As of the Effective Date of the Eighth Amendment the Following Pricing Shall Apply:

1. Flag Drop per trip: \$3.00.
2. Per Mile: \$3.25.
3. Wheelchairs: additional \$5.00 per trip.
4. Administrative/Vehicle Sanitization: \$2,500 per month.



Diamond Ride Program Rules – Effective ~~December 1, 2014~~ July 1, 2024 (Rev ~~7/21/16~~ 6/18/24)

A. Hours & Days of Operation

Diamond Ride service is available seven (7) days a week, including holidays, from 7:00 a.m. to 8:00 p.m. ~~Standard service hours of operation shall apply in all circumstances except:~~ Standard service hours apply except in the following circumstances:

1. ~~(1)~~ **Special Medical Exceptions:** Trips to dialysis centers within ~~the established medical boundary (Service Area 2)~~ Service Area 1 and 2 may be scheduled and fulfilled outside the standard service hours ~~of operation~~.
2. ~~(2)~~ **Holiday Ride:** ~~Holiday Ride is a~~ This free seasonal program beginning runs from the day after Thanksgiving (“Black Friday”) ~~and ending to~~ January 2. During this period, Diamond Bar residents eighteen (18) years of age or older may schedule trips to and from Diamond Bar-based businesses at no charge. ~~The Holiday Ride program is available~~ from 7:00 a.m.-8:00 p.m. ~~during the operational period.~~

B. Eligible Users

~~The service shall be~~ Service is available to Diamond Bar residents who are:

1. ~~(a)~~ Sixty (60) years of age or older; or
2. ~~(b)~~ Disabled adults aged eighteen (18) years ~~of age~~ or older.

To ~~participate~~ enroll, residents must:

~~complete, sign, and meet all eligibility requirements of the Diamond Ride application and/or Diamond Ride Disability Eligibility Form, complete and sign the Waiver, Release and Discharge of Liability Form, and provide proof of current Diamond Bar residency (valid government issued identification card or utility bill).~~

- Complete, sign, and meet all eligibility requirements of the Diamond Ride Application and/or Diamond Ride Disability Eligibility Form.
- Provide proof of current Diamond Bar residency (valid government issued identification card or utility bill).
- Provide proof of age (valid Driver’s License, DMV Identification Card, or Birth Certificate).
- If enrolling as a participant with a disability, provide proof of disability, which includes verification with a written diagnosis that meets the requirements of CVC 295.5 or a disability card/document issued by the Veterans Administration, Department of Motor Vehicles, or Social Security Department.
- Review and sign the Waiver, Release and Discharge of Liability Form.

~~Upon completion, e~~Eligible users shall be issued a uniquely numbered Diamond Ride identification card bearing the user's name, address, telephone number, and photograph. Diamond Ride identification cards are valid for two (2) years from the date of issuance. ~~It is the cardholder's responsibility to renew his/her eligibility prior to the expiration date.~~ Diamond Ride cardholders are responsible for renewing their eligibility before the card's expiration date.

~~In the event an eligible user needs transportation to City Hall to receive a Diamond Ride identification card, a free complementary trip will only be authorized with prior submittal of a complete Diamond Ride application and waiver form to the City by mail, email, or fax. Diamond Ride applicants that are unable to provide the complete application must arrange for transportation to City Hall at their own expense.~~ If an eligible user needs transportation to City Hall to receive a Diamond Ride identification card, please contact the City Manager's Office for accommodations.

For regular Diamond Ride vehicles, Diamond Ride cardholders must be able to enter and exit Diamond Ride vehicles on their own. If assistance is required, one (1) guest may accompany a Diamond Ride cardholder at no additional charge. Diamond Ride drivers are not permitted to physically assist Diamond Ride cardholders with entry or exit from the vehicle.

For wheelchair-accessible vehicles, Diamond Ride cardholders may receive assistance from Diamond Ride drivers, if necessary, by opening the door, loading mobility devices and Diamond Ride cardholders onto the vehicle, and safely securing Diamond Ride cardholders inside the vehicle.

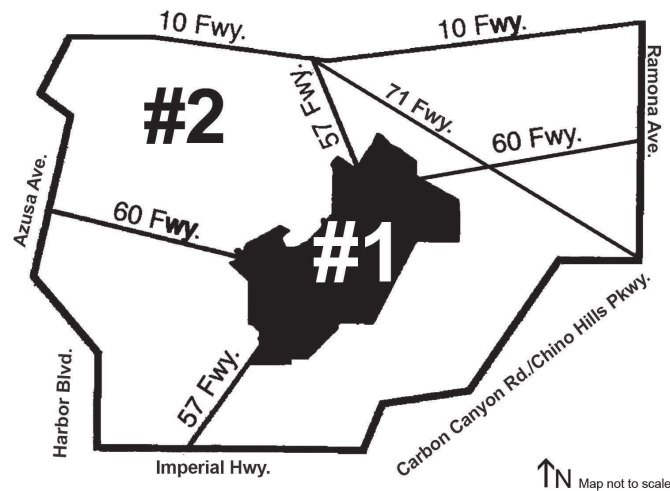
C. **Guests**

~~No more than one (1) guest may accompany a cardholder without paying a fare. Cardholders may not schedule trips with the sole purpose of transporting a guest to/from any destination.~~

Only one (1) guest may accompany a cardholder without paying an additional fare. Cardholders cannot schedule trips solely to transport a guest.

D. **Service Area**

Cardholders may schedule ~~rides/trips~~ to destinations within ~~one of two~~ (2) established Service Areas (see map). ***All rides must ~~originate or terminate~~ start or end in Diamond Bar.***



Service Area 1: Trips to/from any destination within Diamond Bar city limits.

Service Area 2: Trips to/from approved medical facilities beyond Diamond Bar city limits in the area bound by the San Bernardino Freeway (I-10) to the north, Ramona Ave./Mills Avenue to the east, Imperial Hwy./Carbon Canyon Rd./Chino Hills Pkwy. to the south, and Harbor Blvd./Azusa Ave. to the west, with exceptions for trips to Pomona Valley Hospital/Medical Center in Pomona and St. Jude Hospital/Medical Center in Fullerton.

Trips to/from the following medical facilities are included in Service Area 2: Pomona Valley Hospital Medical Center in Pomona, Providence St. Jude Medical Center in Fullerton, and Kaiser Permanente Baldwin Park Medical Center in Baldwin Park. Additionally, this includes associated medical facilities located within a half-mile radius of the campuses of these hospitals.

E. Approved Medical Facilities

Approved ~~M~~medical ~~F~~facilities are defined as those located in Service Area 2 (see Section D, Service Area 2) that provide direct in/outpatient medical, dental or vision services/appointments under the care of a licensed doctor, registered nurse, physician assistant, or physical therapist. Adult Day Care facilities do not qualify as an Approved Medical Facilityies in Service Area 2.

~~EF~~. Number of Trips

Cardholders may schedule up to thirty (30) one-way trips (15 round trips) per month. Each point-to-point trip counts as a single trip towards the monthly limit.

Note: Each point-to-point trip counts as a single trip toward the monthly limit.

FG. Fares

All ~~applicable~~ fares must be paid by the cardholder prior to the commencement of any trip.

- ~~1. (1) — Trips within the City (Service Area 1) - \$0.50 one way (\$1.00 round-trip)~~
- ~~2. (2) — Trips within medical service area (Service Area 2) - \$1.50 one way (\$3.00 round-trip)~~
- ~~(3) — Trips to a destination outside Service Area boundaries will be charged the standard commercial per-mile rate, or “cab conversion” fare for the remainder of the trip beyond the Service Area boundary.~~

3. Trips that extend beyond Service Area 1 that are non-medical in nature are treated as conversion trips. Riders will be charged a standard per mile rate of \$3.25, in addition to the \$0.50 base fare set for Service Area 1, after the Diamond Ride vehicle leaves the designated Service Area boundary.

Trips that extend beyond Service Area 2 that are medical in nature are treated as conversion trips. Riders will be charged a standard per mile rate of \$3.25, in addition to the \$1.50 base fare set for Service Area 2, after the Diamond Ride vehicle leaves the designated Service Area boundary.

Fares are subject to change at the discretion of the City Council.

GH. Scheduling a Trip

Reservations may be made by calling dispatch at 800-578-6555 (800-578-6555).
Diamond Ride cardholders may not request specific drivers.

When placing the call scheduling a trip, Diamond Ride cardholders must provide: cardholders will be required to provide the dispatcher:

- ~~• A valid personal Diamond Ride card number. Their Diamond Ride identification number.~~
- The Date, time and location of the requested pickup and destination.
- A special needs request for a wheelchair-accessible vehicle, if necessary.

Upon arrival of ~~the taxicab~~ a Diamond Ride vehicle, cardholders must present their valid Diamond Ride identification card to the driver to confirm eligibility. **Cardholders may not request specific drivers.**

I. Response Time

~~Diamond Bar-based initial trips will be scheduled with a fifteen (15) minute pick-up window. Thus, if a customer schedules a trip for 9:00am, the taxi cab may arrive between 8:45am and 9:15am. Return trips will arrive within forty (40) minutes of the request. If a taxicab arrives more than forty (40) minutes after the cardholder's reservation, the trip shall be free of charge.~~

~~Please note: While every effort to arrive within the forty (40) minute window will be made, trips scheduled during peak travel times or special requests, including the use of wheelchair accessible vehicles, may result in extended response times. Please schedule such trips accordingly.~~

~~Arrival time may vary within a forty-five (45)-minute window after the scheduled time. For example, a 9:00 a.m. scheduled pick-up may arrive between 9:00 a.m. to 9:45 a.m. The fare is waived if a Diamond Ride vehicle arrives more than 45 minutes after the Diamond Ride cardholder's scheduled time.~~

~~Note: While every effort to arrive within the forty-five (45)-minute window will be made, arrival times may vary depending on traffic, peak travel times, service availability, or special requests, including the use of wheelchair-accessible vehicles. Please schedule such trips accordingly.~~

J. **Shared Rides**

Diamond Ride dispatchers may schedule trips jointly with other Diamond Ride cardholders~~riders~~ to promote efficiency. ~~Cardholders traveling to the same destination in the same taxicab may ride for a single fare per taxicab.~~ In the event of an "incremental shared ride," where a taxicab-Diamond Ride vehicle picks up joint ~~travelers-Diamond Ride cardholders~~ successively and delivers them to the same or successive destinations, each Diamond Ride cardholder ~~rider~~ shall pay the respective full-rider trip fare based on the rates established in Section F, Fares.

K. **Cancelling a Trip**

Cancellations must be made at least one (1) hour ~~before prior to~~ the scheduled pick-up time ~~of your scheduled trip~~.

L. **Suspension or Revocation of Diamond Ride Privileges**

~~In the event of fraud or unauthorized use, the City reserves the right to revoke any Diamond Ride card. Users found to have fraudulently used program will be banned from Diamond Ride for a minimum period of two years.~~

In cases of fraud or unauthorized use, the City of Diamond Bar reserves the right to suspend or revoke any Diamond Ride cardholder's access to the service in accordance with the Diamond Ride Program Rules. Service suspensions last for thirty days (30) days, while revocations extend for two (2) years.

The City of Diamond Bar will notify Diamond Ride cardholders of any fraud or unauthorized use, as well as the intent to suspend or revoke service, via the United States Postal Service in accordance with the Diamond Ride Program Rules.

Diamond Ride cardholders who receive a notice of suspension or revocation have the right to appeal. To file an appeal, the Diamond Ride cardholder or their representative must submit a written explanation, along with supporting facts and statements, detailing why the suspension or revocation should not occur. Appeals must be received within fifteen (15) business days and sent to: City of Diamond Bar, Attn: Diamond Ride Program, 21810 Copley Drive, Diamond Bar, CA 91765. Rulings by the City of Diamond Bar shall be deemed final.

Agenda #: 5.7
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **SECOND AMENDMENT TO MAINTENANCE SERVICES AGREEMENT WITH WOODS MAINTENANCE SERVICES, INC. (DBA GRAFFITI CONTROL SYSTEMS) TO PROVIDE GRAFFITI ABATEMENT SERVICES THROUGH JUNE 30, 2025.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Second Amendment to the Maintenance Services Agreement with Woods Maintenance Services, Inc., to provide graffiti abatement services through June 30, 2025.

FINANCIAL IMPACT:

The total not-to-exceed amount set forth in the Second Amendment is \$36,900. Sufficient funds are included in the FY 2024/25 budget for graffiti removal services.

BACKGROUND/DISCUSSION:

On April 6, 1993, the City Council adopted Ordinance 02(1993) adding Chapter 8.20 to the Diamond Bar Municipal Code authorizing the use of public funds to combat graffiti.

On July 1, 2020, the City entered into a three-year Maintenance Services Agreement with Woods Maintenance Services ("WMS") to provide graffiti abatement services through FY 2022/23 for a not-to-exceed cost of \$107,100, or \$35,700 per year, and includes two one-year extension options. On July 1, 2023, the City exercised the first option, and increased the annual compensation to \$36,900, or an increase of \$100 per month, which the Contractor requested to cover increased fuel expenses.

The City and Contractor now desire to exercise the second and final one-year extension option. No increase in annual compensation is requested for the upcoming year.

The proposed amendment serves the public's interests in a prudent and fiscally responsible manner. WMS has provided consistently exemplary service to citizens of Diamond Bar. WMS's service technicians know where the City's "hot spots" are, and they often proactively remove all traces of a tagging incident before it is seen by our residents. Based on the service provider's successful performance, it is recommended that the City Council grant the one-year extension through June 30, 2025.

LEGAL REVIEW:

The City Attorney has approved the attached Second Amendment to the Maintenance Services Agreement as to form.

PREPARED BY:

Greg Gubman
 Greg Gubman, Community Development Director

6/18/2024

REVIEWED BY:

Greg Gubman
 Greg Gubman, Community Development Director

6/5/2024

Jason Jacobsen
 Jason Jacobsen, Finance Director

6/6/2024

Attachments:

1. 5.7.a Second Amendment - Graffiti Control Systems

**SECOND AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT**

This Second Amendment to Maintenance Services Agreement (“Second Amendment”) is made and entered into as of June 18, 2024 by and between the City of Diamond Bar, a municipal corporation (“City”), and Woods Maintenance Services, dba Graffiti Control Systems, a California Corporation (“Contractor”) with reference to the following:

A. The City and Contractor entered into that certain Maintenance Services Agreement dated as of July 1, 2020, which is incorporated herein by this reference (the “Original Agreement”); and

B. The City and Contractor entered into that certain First Amendment dated as of July 1, 2023, which is incorporated herein by this reference (“First Amendment”), which First Amendment and Original Agreement collectively are referred to as the “Agreement”; and

B. The City and Contractor desire to amend the Agreement to amend the agreement as provided herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Reserved.

3. Term. The Term of the Original Agreement as set forth in Section 2 therein is from July 1, 2020 to June 30, 2023. The First Amendment extended the Term up to and including June 30, 2024. This Second Amendment shall extend the Term up to and including June 30, 2025.

4. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of ONE HUNDRED SEVEN THOUSAND ONE HUNDRED dollars (\$107,100). The First Amendment amended Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of ONE HUNDRED FORTY-FOUR THOUSAND dollars (\$144,000). The total not-to-exceed compensation of the Agreement is hereby amended to provide for an increase of THIRTY-SIX THOUSAND NINE HUNDRED dollars (\$36,900) so that the total not-to-exceed compensation, as amended by this Second Amendment shall not exceed ONE HUNDRED EIGHTY THOUSAND NINE HUNDRED dollars (\$180,900) without the prior authorization of the City.

5. Integration. This Second Amendment integrates all of the terms and conditions mentioned herein, and supersedes all negotiations between the parties with respect hereto. This Second Amendment amends, as set forth herein, the Original

Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment shall control.

IN WITNESS hereof, the parties enter into this Second Amendment on the year and day first above written.

"CONTRACTOR"

Woods Maintenance Services, Inc.
dba Graffiti Control Systems
7250 Coldwater Canyon Avenue
North Hollywood, CA 91605
Phone: (818) 764-2515

"CITY"

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Greg Gubman
Phone: (909) 839-7030
Email: ggubman@diamondbarca.gov

*By: Barry K. Woods

Printed Name: Barry K. Woods

Title: President

By: _____
Daniel Fox, City Manager

*By: Diane W. Woods

Printed Name: Diane W. Woods

Title: Secretary

ATTEST:

Kristina Santana, City Clerk

APPROVED AS TO FORM:

Omar Sandoval, City Attorney

***NOTE: If Consultant is a corporation, the City requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH DAVID EVANS AND ASSOCIATES, INC. FOR LANDSCAPE PLAN CHECKING AND INSPECTION SERVICES THROUGH JUNE 30, 2025.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve and authorize the City Manager to sign the Second Amendment to the Consulting Services Agreement with David Evans and Associates, Inc., granting the second of two optional one-year extensions to June 30, 2025.

FINANCIAL IMPACT:

The total not-to-exceed amount set forth in the Consulting Services Agreement is \$125,000 per fiscal year. Landscape plan checking and inspection services are funded through application and processing fees paid to the City by project applicants.

BACKGROUND:

David Evans and Associates, Inc. (DEA) has provided landscape plan checking and inspection services to the City since August 17, 2012. Throughout that time, the firm has consistently provided the City and project applicants with thorough, detail project reviews in a timely manner and continues to provide exemplary customer service to the City and its constituents.

The City's current Consulting Services Agreement with DEA to provide landscape plan checking and inspection services was executed on July 1, 2020. That Agreement provided for an initial three-year term and allowed for the City to grant up to two (2) one-year extensions. On August 1, 2024, the City executed a First Amendment to the Consulting Services Agreement.

DISCUSSION:

In addition to extending the term of the agreement, the consultant is also requesting an increase in compensation to keep pace with inflation. Section 2 of the original agreement allows for annual increases in the consultant's hourly rates, provided that such increases do not exceed the Consumer Price Index ("CPI") for the Los Angeles/Long Beach/Anaheim metropolitan area for the month immediately preceding the Adjustment Date (the "Index Month") as reported by the Bureau of Labor Statistics of the United States Department of Labor. Although DEA was eligible for an annual CPI increase after the first year of the agreement, this is the first year that the consultant requested an increase, and is asking that the new rates be based on the aggregate CPI increase starting from the original execution of the agreement. The table below shows what the progression of rate increases would have been if DEA exercised its option on an annual basis, and confirms that the requested increases in the consultant's hourly rates are in line with the CPI:

Proposed Hourly Rates

	FY 2020/21 Hourly Rate	June 2021 CPI	FY 2021/22 CPI Adjusted Rate (not exercised)	June 2022 CPI	FY 2022/23 CPI Adjusted Rate (not exercised)	June 2023 CPI	FY 2023/24 CPI Adjusted Rate (not exercised)	June 2024 CPI	FY 2024/25 CPI Adjusted Rate	Proposed DEA Rate for 2nd Amendment
Senior Project Manager	\$ 155.00	0.04	\$ 161.20	0.086	\$ 175.06	0.025	\$ 179.44	0.039	\$ 186.44	\$ 186.00
Senior Landscape Architect	\$ 155.00	0.04	\$ 161.20	0.086	\$ 175.06	0.025	\$ 179.44	0.039	\$ 186.44	\$ 186.00
Senior Irrigation Specialist	\$ 140.00	0.04	\$ 145.60	0.086	\$ 158.12	0.025	\$ 162.07	0.039	\$ 168.40	\$ 165.00
Senior Landscape Designer	\$ 140.00	0.04	\$ 145.60	0.086	\$ 158.12	0.025	\$ 162.07	0.039	\$ 168.40	\$ 165.00
Landscape Designer	\$ 110.00	0.04	\$ 114.40	0.086	\$ 124.24	0.025	\$ 127.34	0.039	\$ 132.31	\$ 132.00
Accounting	\$ 85.00	0.04	\$ 88.40	0.086	\$ 96.00	0.025	\$ 98.40	0.039	\$ 102.24	\$ 102.00

DEA continues to provide thorough and timely landscape plan review services, ensuring that planting and irrigation system designs comply with the City and State's complex water efficient landscape requirements, and continues to provide outstanding customer service to all stakeholders. Therefore, it is recommended that the City Council approve the second one-year extension through June 30, 2025, including an increase in hourly rates.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Second Amendment to the Consulting Services Agreement as to form.

PREPARED BY:

Grace Lee

Grace Lee, Planning Manager

6/18/2024

REVIEWED BY:

Grace Lee

Grace Lee, Planning Manager

6/3/2024

Greg Gubman

Greg Gubman, Community Development Director

6/4/2024

Attachments:

1. 5.8.a Second Amendment to Consulting Services Agreement with DEA, Inc.

**SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT WITH
DAVID EVANS AND ASSOCIATES, INC. FOR
LANDSCAPE PLAN CHECK CONSULTING SERVICES**

This Second Amendment to Consulting Services Agreement ("Second Amendment") is executed as of July 1, 2024, by and between the City of Diamond Bar, a municipal corporation ("City"), and **David Evans and Associates, Inc.**, a California corporation (herein referred to as the "Consultant") with reference to the following:

A. The City and the Consultant entered into that certain Consulting Services Agreement dated as of July 1, 2020, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and Consultant entered into that certain First Amendment dated as of August 1, 2023, which is incorporated herein by this reference ("First Amendment"), which First Amendment and Original Agreement collectively are referred to as the "Agreement;" and

C. The City and the Consultant desire to amend the Agreement as provided herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The Term of the Original Agreement as set forth in Section 2 therein is from July 1, 2020 to June 30, 2023. The First Amendment extended the Term up to and including June 30, 2024. This Second Amendment extends the Term up to and including June 30, 2025.

3. Compensation. City agrees to compensate Consultant for each service which Consultant performs to the satisfaction of City in compliance with the scope of services set forth in "Agreement." The hourly rates of Consultant staff time are hereby amended to provide for an increase based on Consumer Price Index ("CPI") for the Los Angeles/Long Beach/Anaheim metropolitan areas pursuant to Section 2 of the Original Agreement. The rates applicable to the extended term commencing July 1, 2024 shall be pursuant to the fee schedule attached hereto as Exhibit "A."

4. Integration. This Second Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Second Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Second Amendment shall control.

IN WITNESS hereof, the parties enter into this Second Amendment on the year and day as first set forth above.

"Consultant"

DAVID EVANS AND ASSOCIATES, INC.
4141 East Inland Empire Blvd. Suite 250
Ontario, CA 91764
Attn: Kim S. Rhodes, Vice President
Phone: 909-481-5750
Email: Kim.Rhodes@deainc.com

By: Kim S. Rhodes
Kim S. Rhodes, Vice President

"City"

CITY OF DIAMOND BAR
21810 Copley Drive
Diamond Bar, CA 91765
Attn: Dan Fox, City Manager
Phone: 909-839-7010
Email: DFox@DiamondBarCA.gov

By: _____
Dan Fox, City Manager

ATTEST:

Kristina Santana, City Clerk

Approved as to form:

By: _____
Omar Sandoval, City Attorney

***NOTE: If Consultant is a corporation, the City requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

Exhibit “A”
Rate Schedule



**DAVID EVANS
AND ASSOCIATES INC.**

Rates Effective through June 30, 2025.

Classification	Hourly Rate
Senior Project Manager	\$186.00
Senior Landscape Architect	\$186.00
Senior Irrigation Specialist	\$165.00
Senior Landscape Designer	\$165.00
Landscape Designer	\$132.00
Accounting	\$102.00
Reimbursable Expenses: Client shall pay the costs plus 15% for any applicable governmental fees, title company charges, outside vendor reproduction costs, in-house reproduction costs, mileage, printing, postage, and delivery or messenger services incurred on Client's behalf.	

Agenda #: 5.9
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **PRINTING AND MAILING SERVICES FOR THE CITY NEWSLETTER AND RECREATION GUIDE WITH DIRECT CONNECTION.**
STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve and authorize the City Manager to issue a Purchase Order to Direct Connection for printing and mailing services in the not-to-exceed amount of \$78,820 for FY 2024/25.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement for Fiscal Year 2024/25 would be \$78,820. Sufficient funds are included in the Fiscal Year 2024/25 Community Relations' Operating Budget to cover such expenditures.

BACKGROUND:

The City's monthly newsletter, Diamond Bar Connection, is a valuable communication tool used to keep residents and businesses informed about City projects, programs and services. Diamond Bar Connection is produced as a four-page publication five times a year, to a six-page publication four times a year, and increased a 32-page publication in April, August and December to include the seasonal recreation guide. It is mailed to approximately 22,100 Diamond Bar residential and business addresses, with extra copies printed for placement on information racks in various City facilities and distribution at community events throughout the year.

ANALYSIS:

To accommodate the printing and mailing of newsletter and recreation guide, the Community Relations Division solicited proposals from qualified commercial printers through the PlanetBids portal. Five printers responded to the request for proposals, with

the lowest responsive bid received from Direct Connection. Direct Connection is a full-service printing, bindery and mail service provider located in La Verne that has been printing the City's newsletter since August 2020. It is worth noting that, in compliance with CalRecycle's SB 1383 regulations, printing done this year will be on 30% post-consumer recycled content paper.

The total expenditure requested for printing and mailing of the Diamond Bar Connection newsletter for Fiscal Year 2024/25 is \$78,820 which covers the bid price of \$71,654.55 plus a 10 percent contingency (\$7,165.45).

PREPARED BY:

Cecilia Arellano

Cecilia Arellano, Public Information Coordinator

6/18/2024

REVIEWED BY:

Ryan McLean

Ryan McLean, Assistant City Manager

6/3/2024

Attachments:

1. 5.9.a FY 2025 Newsletter Rec Guide Printing Quotation Worksheet 6-3-2024

City of Diamond Bar
BID /QUOTATION WORKSHEET FORM
 Attach Written Bids from Vendors To This Form

Employee Name:	Cecilia Arellano	Dept./Div.:	Community Relations
Extension:		Date:	6/3/24
Account Number:	100-240-52110		
Description of Item(s) or Service(s):		Quantity:	
Printing and mailing services for fiscal year 2025 - five 4-page newsletters, four 6-page newsletters, and three 32-page recreation guides.			

	Vendor Name	Date of Quote	Phone Number:	Method (email/fax/phone)
1	DIRECT CONNECTION	4/23/2024	909-392-2334	
Address	1538 E. ARROW HIGHWAY, LA VERNE, CA 91750		Contact:	CHRIS HODGMAN
2	ADVANTAGE MAILING	4/23/2024	909-633-9090	
Address	1600 N. KRAEMER BLVD., ANAHEIM, CA 92306		Contact:	SCOTT OGLE
3	MARINA GRAPHIC CENTER	4/19/2024		
Address	12901 CERISE AVE., HAWTHORNE, CA 90250		Contact:	BOB RUIZ

BID/QUOTE TABULATION							
		DIRECT CONNECTION		ADVANTAGE MAILING		MARINA GRAPHIC CENTER	
Description:	Quantity:	Unit Price:	Total:	Unit Price	Total:	Unit Price	Total:
4-Page Newsletter	5	\$ 2,709.50	\$ 13,547.50	\$ 4,141.48	\$ 20,707.40	\$ 4,876.67	\$ 24,383.35
6-Page Newsletter	4	\$ 4,275.20	\$ 17,100.80	\$ 5,240.83	\$ 20,963.32	\$7,179.45	\$ 28,717.80
32-Page Rec Guide	3	\$ 13,668.75	\$ 41,006.25	\$ 12,901.88	\$ 38,705.64	\$ 16,813.00	\$ 50,439.00
		Subtotal:	\$ 71,654.55	Subtotal:	\$ 80,376.36	Subtotal:	\$ 103,540.15
		Freight:	\$ -	Freight:	\$ -	Freight:	\$ -
		Sales Tax:		Sales Tax:		Sales Tax:	
		TOTAL:	\$ 71,654.55	TOTAL:	\$ 80,376.36	TOTAL:	\$ 103,540.15

City of Diamond Bar
BID /QUOTATION WORKSHEET FORM

Attach Written Bids from Vendors To This Form

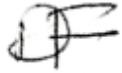
Employee Name:	Cecilia Arellano	Dept./Div.:	Community Relations				
Extension:		Date:	6/3/24				
Account Number:	100-240-52110						
Description of Item(s) or Service(s):		Quantity:					
Printing and mailing services for fiscal year 2025 - five 4-page newsletters, four 6-page newsletters, and three 32-page recreation guides.							
Vendor Name		Date of Quote	Phone Number:				
4	CALIFORNIA DESIGN, PRINTING AND MAILING	4/23/2024	909-305-8800				
Address	456 S. SAN DIMAS AVE., SAN DIMAS, CA 91773		Contact: KEN BURTON				
5	DAY & NITE PRINTING AND GRAPHICS	4/25/2024	909-595-1108				
Address	937 PINE AVENUE, LONG BEACH, CA 90813		Contact: YAMIT RATANJEE				
Address			Contact:				
BID/QUOTE TABULATION							
		CALIFORNIA DESIGN, PRINTING AND MAILING		DAY & NITE PRINTING AND GRAPHICS			
Description:	Quantity:	Unit Price:	Total:	Unit Price	Total:	Unit Price	Total:
4-Page Newsletter	5	\$ 5,008.68	\$ 25,043.40	\$ 5,583.75	\$ 27,918.75		
6-Page Newsletter	4	\$6,344.48	\$ 25,377.92	\$ 7,624.60	\$ 30,498.40		
32-Page Rec Guide	3	\$23,704.27	\$ 71,112.81	\$ 21,534.78	\$ 64,604.34		
		Subtotal:	\$ 121,534.13	Subtotal:	\$ 123,021.49	Subtotal:	
		Freight:	\$ -	Freight:	\$ -	Freight:	\$ -
		Sales Tax:		Sales Tax:		Sales Tax:	
		TOTAL:	\$ 121,534.13	TOTAL:	\$ 123,021.49	TOTAL:	

Agenda #: 5.10
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **CONSULTANT SERVICES AGREEMENT WITH PRINCE GLOBAL SOLUTIONS, LLC. FOR FISCAL YEAR 2024/25.**
STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Consulting Services Agreement with Prince Global Solutions, LLC, for Federal advocacy services through June 30, 2025.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Consultant Services Agreement is \$50,500. The amount is based on a monthly retainer of \$4,000 plus up to \$2,500 in direct expenses. The Fiscal Year 2024/25 Operating Budget includes sufficient funds for such services.

BACKGROUND:

Prince Global Services, LLC, (PGS) has been providing Federal advocacy services directly to the City since 2017. The main focus of the Consultant's services has been on the City's efforts in collaboration with the local, regional, and federal partners to secure funds and support for the State Route SR-57/SR-60 Confluence Project (Project). Over the years, the City has been actively pursuing funding opportunities to expedite the Project delivery to ensure that the Project progresses without a suspension. These efforts led to the successful completion of the construction of Phases I and II of the Project, the design of Phase III, and filling the funding gap of the Phase III construction.

Now that Phase III of the Project is fully funded and the construction work has commenced, the City will consider focusing on the missing Westbound SR-60 Direct Connector to the Grand Avenue component (WB Connector). The WB Connector was recommended by the 2017 SR-57/SR-60 Confluence Project Supplemental Needs Study (Study). The Study was supported by the City and other local and regional

agencies and implemented by the Southern California Association of Governments (SCAG).

Additionally, the City is actively pursuing funding for various projects, including multiple parks projects at the Federal level, with support provided by PGS.

DISCUSSION:

On July 20, 2023, the City Council approved an agreement with the Consultant for Federal advocacy services. That agreement is set to expire on June 30, 2024. As a continuation of the advocacy work and consistent with the City's 2024-2027 Strategic Plan, PGS submitted a proposal in response to the City's request (Exhibit "A"). The Consultant's proposed scope of work for the Fiscal Year 2024/25 includes, but is not limited to, the following:

1. Work closely with the San Gabriel Valley Congressional delegation, Senate and House Committee staff, Federal Agency officials, and relevant stakeholder groups on matters that support the City's Federal priorities.
2. Facilitate requests for Congressional earmarks to support City infrastructure projects, such as parks and community centers.
3. Support future City applications for funding from the Department of Transportation (DOT) and other agency discretionary grant programs;
4. As necessary and requested, continue advocating for the 57/60 Confluence Project before Congress and the Department of Transportation (DOT), as the Project's mainline improvements are underway and the City, LA Metro and the City of Industry are not currently pursuing Federal funding or policy initiatives for the Project. Whenever it becomes necessary, PGS will pursue any Federal funding or policy initiatives in support of the Project as directed by DB;
5. Monitor and engage pertinent Congressional consideration of legislation that is of interest to the City;
6. Continue advocating for other policy measures and legislation that will assist the City in securing Federal funding to support local priorities;
7. Consider and monitor other legislation, regulations, and agency actions that would benefit or affect the City;
8. Consider and coordinate Congressional and DOT site visits to the City and otherwise as appropriate; and
9. Plan and coordinate the City's visits to Washington, DC, as directed and recommend other visits when appropriate.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Agreement as to form.

PREPARED BY:



Hal Ghafari, Public Works Manager, Asst. City Engineer

6/18/2024

REVIEWED BY:

Hal Ghafari, Public Works Manager, Asst. City Engineer

6/5/2024



Jason Jacobsen, Finance Director

6/6/2024

Attachments:

1. 5.10.a Agreement with Prince Global Solutions LLC (FY 2024/25)

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of June 18, 2024, by and between the City of Diamond Bar, a municipal corporation ("City") and Prince Global Solutions, LLC ("Consultant").

1. Consultant's Services.

Subject to the terms and conditions set forth in this Agreement Consultant shall provide to the reasonable satisfaction of the City the services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the City to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Director of Public Works/City Engineer (herein referred to as the "City's Project Manager"), shall be the person to whom the Consultant will report for the performance of services hereunder. It is understood that Consultant shall coordinate its services hereunder with the City's Project Manager to the extent required by the City's Project Manager, and that all performances required hereunder by Consultant shall be performed to the satisfaction of the City's Project Manager and the City Manager

2. Term of Agreement. This Agreement shall take effect July 1, 2024, and shall continue until June 30, 2025 ("Term"), unless earlier terminated pursuant to the provisions herein.

3. Compensation.

A. City agrees to compensate Consultant for services which Consultant performs to the satisfaction of City in compliance with the scope of services set forth in Exhibit "A".

B. The City shall pay Consultant a retainer in monthly increments of \$4,000.

C. Total payment to Consultant pursuant to this Agreement shall not exceed Fifty thousand five hundred (\$50,500) without prior written consent of the City. This amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel and all related expenses.

D. Notwithstanding the above, if the City requests Consultants to travel, Consultant shall, upon submission of receipts evidencing the cost incurred, be paid for necessary and reasonable travel expenses in an amount not to exceed \$2,500.

4. Payment.

A. Consultant shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

C. Payment will be made only after submission of proper invoices.

D. City will pay Consultant the amount properly invoiced within 30 days of receipt, which sum shall be paid within 30 days of completion of the work.

E. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

5. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the City Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by City to Consultant.

6. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control.

7. Status as Independent Contractor.

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

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with Workers' Compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable Worker's Compensation laws.

D. Consultant shall, at Consultant's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the City of Diamond Bar, South Coast Air Quality Management District, and California Air Resources Board.

E. In addition to any other remedies it may have, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the City for Consultant's failure to comply with this Section.

8. Standard of Performance. Consultant shall • perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

9. Indemnification.

Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Workers' Compensation Act and other employee benefit acts with respect to Consultant's employees or Consultant's contractor's employees arising out of Consultant's work under this Agreement; and

(2) Any and all claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination

of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind.

(3) To the fullest extent permitted by law, the Consultant agrees to indemnify and hold indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

10. Insurance.

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City the following insurance:

(1) A policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Property damage insurance with a minimum limit of \$500,000.00 per occurrence;

(3) Automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$1,000,000.00; and

(4) Worker's Compensation insurance when required by law, with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater.

B. The City, its officers, employees, agents, and volunteers shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City at least ten (10) days prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the City.

D. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement and shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed have a current A.M. Best's rating of no less than A-, VII.

E. Consultant shall submit to City (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the City.

F. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's due to such failure in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach,

G. Subrogation. With respect to any Workers' Compensation Insurance or Employer's Liability Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Indemnitees.

H. Failure to Maintain Insurance. If Consultant fails to keep the insurance required under this Agreement in full force and effect, City may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Consultant, which amounts may be deducted from any payments due Consultant.

I. Consultant shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

11. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically

for and in connection with certain projects, the City shall not, except with Consultant's prior written consent, use the same for other unrelated projects.

12. Ownership of Materials. Except as specifically provided in this Agreement, all materials provided by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may, however, make and retain such copies of said documents and materials as Consultant may desire.

13. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Consultant and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The City and any of their authorized representatives shall have access to and the right to audit and reproduce any of Consultant's records regarding the services provided under this Agreement. Consultant shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Consultant agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the City, and copies thereof shall be furnished if requested.

14. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of hardware or software to City as a result of the performance of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

15. Termination. The City may terminate this Agreement with or without cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the thirtieth (30th) day following delivery of the notice. In the event of such termination, City agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits.

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

17. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

18. Time of Completion. Consultant agrees to commence the work provided for in this Agreement within (5) days of being notified by the City to proceed and to diligently prosecute completion of the work during the term.

19. Time Is of the Essence. Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

20. Delays and Extensions of Time. Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

21. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

22. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

23. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

24. Reserved.

25. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

26. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

"CONSULTANT"

Prince Global Solutions, LLC
P.O. Box 711572
Herndon, VA 20171
Attn.: Kevin Jones
Phone: (202) 550-9800
E-mail: kevin@princeglobalsolutions.com

"CITY"

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765-4178
Attn.: Daniel Fox, City Manager
Phone: (909) 839-7010
E-mail: DFox@DiamondBarCa.Gov

27. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. The venue for any action brought under this Agreement shall be in Los Angeles County.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

29. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by a person duly authorized to do so under the City's Purchasing Ordinance.

IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Consultant"

Prince Global Solutions, Inc.

By: 
 Printed Name: Kevin D. Jones, Esq.
 Title: President and Sole Corporate Officer

By: _____
 Printed Name: _____
 Title: _____

Approved as to form:

By: 
Omar Sandoval, City Attorney

"City"

CITY OF DIAMOND BAR

By: _____
Daniel Fox, City Manager

ATTEST:

Kristina Santana, City Clerk

"NOTE: if Consultant is a corporation, the City requires the following signature(s):

(1) the Chairman of the Board, the President or a Vice President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

Exhibit “A”



Prince Global Solutions, LLC

SCOPE OF WORK -- FEDERAL ADVOCACY SERVICES

CITY OF DIAMOND BAR, CA

JULY 1, 2024 -- JUNE 30, 2025

The following Scope of Work (and Cost Statement) sets forth the role of Kevin Jones and Prince Global Solutions (PGS) in pursuing the City of Diamond Bar's Federal goals and objectives, consistent with the values and priorities established in the City's FY 2024-2027 Strategic Plan.

Through continuous engagement in Washington on Federal legislation and regulation, the Federal Budget, Federal funding and grants, Federal policy development and Federal Agency activity, the City will be promoting the development of a safe, sustainable and healthy Diamond Bar community through the efficient and visionary pursuit and stewardship of public resources.

Summary and Priority Actions

This Scope of Work delineates the goals, priority actions, general legislative matters, day-to-day responsibilities and costs for the City of Diamond Bar's (DB) Federal Government Affairs Representative -- Kevin Jones (PGS) -- from July 1, 2024 through June 30, 2025.

PGS expects to focus on the following activities in furtherance of DB's Washington objectives over the next calendar year. As always, this list will necessarily change during the course of the year:

*Kevin D. Jones, Esq., President
Prince Global Solutions, LLC
P.O. Box 711572, Herndon, VA 20171
kevin@princeglobalsolutions.com
202-550-9800*

- 1) Work closely with the San Gabriel Valley Congressional delegation, Senate and House Committee staff, Federal Agency officials, and relevant stakeholder groups on matters which support DB's Federal priorities.
- 2) Facilitate requests for Congressional earmarks to support various DB infrastructure projects;
- 3) Support future DB applications for Federal funding from DOT and other agency discretionary grant programs;
- 4) As necessary and requested, continue advocating for the 57/60 Confluence Project before Congress and the Department of Transportation (DOT), as the Project's mainline improvements are underway and DB, LA Metro and the City of Industry are not currently pursuing Federal funding or policy initiatives for the Project. Whenever it becomes necessary, PGS will pursue any Federal funding or policy initiatives in support of the Project as directed by DB;
- 5) Monitor and engage pertinent Congressional consideration of legislation that is of interest to DB;
- 6) Continue advocating for other policy measures and legislation that will assist DB in securing Federal funding to support local priorities;
- 7) Consider and monitor other legislation, regulations and agency actions that would benefit or affect DB;
- 8) Consider and coordinate Congressional and DOT site visits to DB and otherwise as appropriate; and
- 9) Plan and coordinate DB visits to Washington, DC as directed and recommend other visits when appropriate.

Cost Statement – 2024-25

To accomplish the goals and objectives set forth in this Scope of Work, PGS proposes compensation in the form of a fixed fee monthly retainer of \$4,000. If DB requires Kevin Jones to travel in furtherance of this Scope of Work, DB will reimburse PGS for necessary and reasonable travel expenses in an annual amount not to exceed \$2,500.

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Legislative Matters and Day-to-Day Activities

To support the above-described Scope of Work, PGS will consider and monitor a variety of legislative matters, including, but not limited to, the following:

1. Consideration of Federal infrastructure investment laws and legislation.
2. Congressional appropriations-related earmarks and legislation;
3. Federal matters that are pertinent to important local DB objectives and priorities, such as transportation and park development projects.
4. Federal transportation law and related policy initiatives, including, but not limited to:
 - a. Reauthorization of Federal transportation law;
 - b. Annual Transportation, Housing & Urban Development Appropriations Bill, which includes funding for transportation and park development projects;
 - c. Freight and goods movement initiatives;
 - d. Issues of significance to national trade gateways and trade corridors.
 - e. Measures to increase efficiency in transportation project development, delivery, design and construction;
 - f. Innovative financing proposals;
 - g. Consideration of public-private partnerships to support transportation projects;
 - h. Proposals to create new transportation loan and grant programs and to expand or constrict existing programs;
 - i. Transportation-related air quality and environmental review measures.

As described in detail below, PGS will keep DB informed about pertinent developments on a regular basis and propose options for direct actions in furtherance of DB's objectives:

Regular Communications, Strategy Formulation and Execution

- Regularly communicate with DB staff on all matters, utilizing whatever means are preferred by DB and are most practicable under the circumstances. This will include telephone calls, e-mails, and text messages.
- Agree upon strategic objectives with DB staff and modify as needed.
- Regularly agree upon execution plans with DB staff.
- Regular telephone conferences to provide updates on DC activities.
- Provide a monthly summary of activities.

*Kevin D. Jones, Esq., President
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Relationship Building and Maintenance

- Build and maintain relationships with Congressional and Executive Branch staff is dictated by the strategy and execution plans approved by DB.
- Establish general guidelines and priorities for regular interaction with such staff in consultation with DB.
- Balance contacts with Congressional and Executive Branch staff
- Coordinate the timing of these contacts.
- Manage DC message points based on priorities set by DB.
- Regular reporting to DB regarding the interaction with Congressional and Executive Branch staff.
- Arranging regular interaction for Congressional and Executive Branch staff with DB officials wherever appropriate and possible.
- Place particular emphasis on developing strong working relationships with DB's Member of Congress and California Senators, as well as strategic alliances with other Members of the California Congressional delegation, especially those from DB's region.

Intelligence Gathering and Monitoring of Federal Legislation and Regulations

- Accumulate information relevant to DB's goals from:
 - Personal Interaction with Congressional and Executive Branch staff, (meetings, telephone conferences, and electronic communications),
 - Congressional hearings and markups and
 - Executive Branch rulemakings, announcements regarding Federal funding availability, webinars, etc...
- Monitor, research and analyze pertinent Federal legislation.
- Monitor, research and analyze pertinent Federal regulations.
- Regularly analyze and report to DB on gathered intelligence.
- Regularly analyze and report to DB on the status and substance of pertinent legislation and regulations.

Monitoring, Analyzing and Pursuing Relevant Funding Opportunities

- Actively monitor and analyze relevant Federal funding opportunities for DB at the Congressional and Executive Branch levels.
- Advise DB of specific funding opportunities as they arise and recommend strategies for pursuing those opportunities.
- Assist DB in the process of requesting and applying for Federal funding.
- Provide strategic and logistical support for all requests and applications as appropriate.

Monitoring, Analyzing and Impacting Relevant Policy Making Activities

- Actively monitor and analyze legislative and regulatory initiatives, particularly those that

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may affect the allocation of relevant Federal funding.

- Advise DB when it would be in its best interest to weigh in on such initiatives.
- Devise strategies for engaging this process.

Interaction with Trade Groups and Representation at DC Events

- Serve as DB's representative in connection with relevant trade associations and relevant DC events.
- Strategize with DB about how best to leverage the relationship with an association and other organizations to further DB's interests.
- Provide information regarding DB and inform of DB policy positions.
- Participate in strategy formulation that furthers DB's best interests.
- Work with DB to ensure that DB's interests remain paramount throughout these interactions.

Planning of DB Visits to Washington

- At the direction of DB, propose and develop a schedule of meetings for DB officials in Washington as needed.
- Agree upon substantive strategy and message points for each meeting.
- Contact Congressional and Executive Branch staff to request meetings.
- Gather intelligence from Congressional and Executive Branch staff while arranging meetings to assist in strategy formulation and crafting message points.
- Adjust meeting schedule as necessary based on intelligence gathered.
- Coordinate timing of meetings.
- In consultation with DB, prepare and distribute white papers and other materials that will inform Federal officials about issues to be discussed during the meetings.

Planning of Visits to DB by Congressional Members, Executive Branch Officials and their Respective Staffs

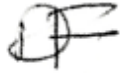
- As appropriate and practicable, propose and coordinate visits to DB by Federal officials to provide them with first hand exposure to various priority issues of Federal import affecting DB.
- Work with DB to identify prospective visits.
- Extend invitations and work with DB to plan agendas and logistics.
- Agree upon substantive strategy and message points for the visits.

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202-550-9800*



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **MAINTENANCE SERVICES AGREEMENT WITH MCE CORPORATION
FOR STREET MAINTENANCE AND VEGETATION CONTROL
SERVICES THROUGH JUNE 30, 2027.**
STRATEGIC
GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Street Maintenance and Vegetation Control Services Agreement with MCE Corporation for an initial three year term through June 30, 2027.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement for FY 2024/25 and FY 2025/26 would be \$255,000. Sufficient funds are included in the adopted FY 2024/25 Public Works Operating Budget to cover the cost of such services. Adjustments to the not-to-exceed amounts for FY 2026/27 and any subsequent years within the Agreement Term would be limited to the Consumer Price Index (CPI) and subject to the approval of the City Manager.

BACKGROUND:

The City contracts for street maintenance and vegetation control services to ensure that all streets, sidewalks, parkways, and other public properties within the right-of-way are regularly maintained. The scope of services provided through this contract includes some of the following tasks:

- Removal of illegal dumping and litter pickup;
- Removal of trash overflow at bus stops (as-needed);
- Storm patrol, inspection and debris cleanup;
- Spill cleanups (emergency response);
- Brush removal, tree pruning, and tree staking;

- Manual weed control and weed spraying;
- Sidewalk cleaning via backpack blower (prior to street sweeping);
- Pine needle pickup and removal (supplemental to street sweeping);
- Drainage v-ditch and catch basin debris removal and cleaning; and
- Cleaning of paved medians, crosswalks, and decorative amenities.

The contractor follows a routine schedule and their performance is supervised by the Public Works Department.

MCE Corporation is the City's current vendor for this contract service, and their existing agreement is set to expire on June 30, 2024.

ANALYSIS:

On April 25, 2024, a Request for Proposals (RFP) was released for Street Maintenance and Vegetation Control Services through the City's online bidding platform (PlanetBids).

Upon closure of the RFP, only one proposal was received from MCE Corporation ("MCE"). Although no other proposals were received, staff still evaluated this proposal against the current contract to appraise the overall costs for these contract services.

The current contract's annual not-to-exceed amount is \$190,000. The proposed not-to-exceed amount for FY 2024/25 and FY 2025/26 services is \$255,000 per fiscal year, which is a 34% overall cost increase.

It is important to note that the annual contract budget includes funding for certain tasks that are only to be performed on an as-needed basis, which are ordered at the discretion of the Public Works Department. Standby availability for special events and after-hours emergency responses are a few examples of the on-call services provided in this contract.

MCE has provided street maintenance and vegetation control services to the City since July 2000. Furthermore, MCE also provides landscape maintenance services under a separate contract for LLADs 38, 39, and 41.

A short form of the MCE proposal is attached as Exhibit "A" to the proposed agreement.

It is recommended that the City Council approve a three-year agreement, with a three-year extension option, with MCE Corporation, with a FY 2024/25 and FY 2025/26 not-to-exceed amount of \$255,000 per fiscal year, and subsequent years to be increased by no more than CPI and subject to the approval by the City Manager.

LEGAL REVIEW:

The City Attorney has reviewed and approved the agreement as to form.

PREPARED BY:



Nicholas Delgado, Management Analyst

6/18/2024

REVIEWED BY:

Hal Ghafari, Public Works Manager, Asst. City Engineer

5/28/2024



Jason Jacobsen, Finance Director

6/10/2024

Attachments:

1. 5.11.a Contract
2. 5.11.b MCE Proposal

MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as **June 18, 2024** by and between the City of Diamond Bar, a municipal corporation ("City") and **MCE Corporation**, a **California corporation** ("Contractor").

1. Contractor's Services.

Subject to the terms and conditions set forth in this Agreement Contractor shall provide to the reasonable satisfaction of the City the **Street Maintenance and Vegetation Control Services** set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

Jorge Garcia, Street Maintenance Superintendent (herein referred to as the "City's Project Manager"), shall be the person to whom the Contractor will report for the performance of services hereunder. It is understood that Contractor shall coordinate its services hereunder with the City's Project Manager to the extent required by the City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the City's Project Manager and the City Manager.

2. Term of Agreement. This Agreement shall take effect **July 1, 2024**, and shall continue until **June 30, 2027** ("Term"), unless earlier terminated pursuant to the provisions herein.

The City shall have the option to extend this Agreement for **one (1) additional three (3) year term** subject to the same terms and conditions contained herein, by giving Contractor written notice of the exercise of this option at least thirty (30) days prior to the expiration of the initial Term. In the event the City exercises its option to extend the Term, Contractor's compensation shall be subject to an adjustment upon the effective date of extension as follows:

Any increase in compensation will be negotiated between the City and the Contractor, but in no event shall the increase exceed the amount that the Consumer Price Index ("CPI") for the Los Angeles-Anaheim-Riverside metropolitan area for the month immediately preceding the Adjustment Date (the "Index Month") as reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased over the CPI for the month one year prior to the Index Month.

3. Compensation. City agrees to compensate Contractor for each service which Contractor performs to the satisfaction of City in compliance with the scope of services set forth in Exhibit "A". Payment will be made only after submission of proper invoices in the form specified by City. For Fiscal Year 2024/25 and Fiscal Year 2025/26, the total payment to Contractor pursuant to this Agreement shall not exceed **Two Hundred Fifty-Five Thousand Dollars and Zero Cents (\$255,000.00)** per fiscal year without the prior written consent of the City.

Compensation for Fiscal Year 2026/27 will be subject to an increase negotiated between the City and the Contractor, but in no event shall the increase exceed the amount of the Consumer Price Index ("CPI") for the Los Angeles-Long Beach-Anaheim metropolitan area for the month immediately preceding the Adjustment Date (the "Index Month") as reported by the Bureau of Labor Statistics for the United States Department of Labor, has increased over the CPI for the month one year prior to the Index Month.

Any exercise of an option to extend the Term of this Agreement, compensation shall increase by the amount negotiated between the City and the Contractor as per Section 2 of this Agreement. The above not to exceed amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel, and all related expenses.

4. Payment.

A. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent, and any extra work performed.

C. City will pay Contractor the amount invoiced the City will pay Contractor the amount properly invoiced within 35 days of receipt.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

5. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the City Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by City to Contractor.

6. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control. In the event of any inconsistency between this Agreement and the attached exhibits, the following order of precedence shall apply: **(a) This Agreement; (b) The City's Request for Proposal, dated April 4, 2024; and (c) Contractor's Proposal dated April 25, 2024.**

7. Status as Independent Contractor.

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

B. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency or the Public Employee Retirement System regarding the independent contractor status of Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Contractor or its employees, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Contractor shall fully comply with Workers' Compensation laws regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable Worker's Compensation laws.

D. Contractor shall, at Contractor's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the City of Diamond Bar, South Coast Air Quality Management District, and California Air Resources Board.

E. In addition to any other remedies it may have, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the City for Contractor's failure to comply with this Section.

8. Standard of Performance. Contractor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

9. Unauthorized Aliens. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including reasonable attorney fees, incurred by City.

10. Indemnification.

Contractor shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Worker's Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's contractor's employees arising out of Contractor's work under this Agreement; and

(2) Any and all claims arising out of Contractor's performance of or failure to perform work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind.

11. Insurance.

A. Prior to performance of work under this Agreement and at all times during the term of this Agreement Contractor shall carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City the following insurance:

(1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) property damage insurance with a minimum limit of \$500,000.00 per occurrence;

(3) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$1,000,000.00; and

(4) Worker's Compensation insurance when required by law, with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater.

B. The Indemnitees shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City at least ten (10) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce, or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the City.

D. All policies of insurance shall cover the obligations of Contractor pursuant to the terms of this Agreement and shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed have a current A.M. Best's rating of no less than A-, VII.

E. Contractor shall submit to City (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the City.

F. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Contractor (as the named insured) should Contractor fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City. Contractor understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Contractor as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Contractor's due to such failure in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by City due to the breach.

G. Subrogation. With respect to any Workers' Compensation Insurance or Employer's Liability Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Indemnitees.

H. Failure to Maintain Insurance. If Contractor fails to keep the insurance required under this Agreement in full force and effect, City may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Contractor, which amounts may be deducted from any payments due Contractor.

I. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

12. Confidentiality. Contractor in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Contractor prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Contractor's prior written consent, use the same for other unrelated projects.

13. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information

(collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The City and any of their authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the City, and copies thereof shall be furnished if requested.

14. Termination. The City may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Contractor. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following mailing of the notice. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits.

15. Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City's premises.

16. Prevailing Wage. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Diamond Bar, 21810 Copley Drive, Diamond Bar, California, and are available to any interested party on request. City also shall cause a copy of such determinations to be posted at the job site.

The Contractor shall forfeit, as penalty to City, not more than twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any subcontractor under him.

The CONTRACTOR and any of its subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

17. Non-Discrimination and Equal Employment Opportunity.

A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

18. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

19. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Contractor be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

20. Assignment. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

21. Compliance with Laws. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

22. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

23. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this

Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

24. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

25. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

"CONTRACTOR"

MCE Corporation
4000 Industrial Way
Concord CA 94520
Attn.: Jeff Core
Phone: (925) 803-4111
E-Mail: jcore@mce-corp.com

"CITY"

City of Diamond Bar
 21810 Copley Drive
 Diamond Bar, CA 91765-4178
 Attn.: Jorge Garcia
 Phone: (909) 839-7046
 E-mail: jgarcia@diamondbarca.gov

26. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

28. Severability. If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

29. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by a person duly authorized to do so under the City's Purchasing Ordinance.

IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Contractor"

MCE Corporation

By: 
 Printed Name: Jeffrey Core
 Title: President/ CEO

By: 
 Printed Name: Vince Cudia
 Title: Director of Operations -Maintenance

"City"

City of Diamond Bar

By: _____
 Dan Fox, City Manager

ATTEST:

 Kristina Santana, City Clerk

Approved as to form:

By: _____
 Omar Sandoval, City Attorney

State of California "Contractor's" License No. 439295.
 Contractor's Business Phone (925) 803-4111.
 Emergency Phone (909) 973-7162 at which Contractor can be reached at any time.

***NOTE:**

- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

Request for Proposals Street Maintenance and Vegetation Control Services



City of Diamond Bar
Public Works Department
21810 Copley Drive
Diamond Bar, CA 91765



Submitted By: MCE Corporation
6805-B Sierra Court
Dublin, California 94568
Due: Thursday, April 25, 2024
By 2:00 PM
Attn: Jorge Garcia
Street Maintenance Superintendent

Original



Mr. Jorge Garcia
 April 25, 2024
 Street Maintenance Superintendent
 Public Works Department
 City of Diamond Bar
 21810 Copley Drive
 Diamond Bar, CA 91765

RE: RFP for Street Maintenance and Vegetation Control Services

Dear Jorge:

MCE Corporation is pleased to submit this proposal to the City of Diamond Bar. We believe our proposal to be complete and consistent with the intent of the Street Maintenance and Vegetation Control Services RFP.

During our 41-year existence, MCE's maintenance division has primarily worked for public agencies throughout Northern and Southern California. As you know, we have partnered with the City of Diamond Bar since July 2000, performing street maintenance and vegetation control services. We are very excited about the possibility of a continued role as a partner with the City of Diamond Bar.

MCE prides itself on being employee owned and service driven. That philosophy requires us to seek out the best qualified individuals to join our team. In addition, having dedicated staff, employee owners and forward-thinking use of technology allows us to consistently deliver excellent results. One area that MCE differentiates itself from other contractors is that the staff we assign to work in the City of Diamond Bar, will be solely dedicated to that city. We believe being solely assigned to a single contract gives our employees a greater sense of purpose and ownership within the city they serve. It also serves to speed up their working knowledge of the unique conditions that can only be learned through experience.

Another unique aspect of MCE is that we are an employee-owned company. Our employees, both active and retired, own MCE Corporation through their interest in the MCE Corporation Employee Stock Ownership Plan & Trust. What this means to our clients is that our employees have added motivation to do their utmost to provide a high level of service as they have a vested interest in MCE's overall performance.

We have leaned heavily on our long history of providing these services to the City of Diamond Bar to come up with our proposed pricing structure. As in the past, MCE is open to negotiating the components of our proposal so that both MCE and the City of Diamond Bar and its residents mutually benefit from our partnership. In addition to the

compensation schedule in Exhibit B, I have included an updated work program. Some of the line items in Exhibit B are different than in the past but are part of the two- man operation. I have included a comparison behind the work program to aid in your review.

We hope our proposal will result in being selected to continue as your provider for street maintenance and vegetation control services. Please call if you have any questions.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Jeff Core', followed by a long horizontal line.

Jeff Core
President & CEO
MCE Corporation
(925) 803-4111 (t) (925) 383-4109 (c)

PROPOSAL FORM

STREET MAINTENANCE AND VEGETATION CONTROL SERVICES

The undersigned as proposer declares that he has carefully examined each location of the proposed work, that he has examined the Specifications and read the accompanying instructions to proposers, and hereby proposes and agrees, if the proposal is accepted, to furnish all labor and equipment and do all work required by Specifications and Agreement.

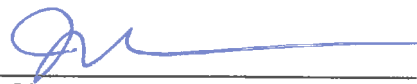
Name of Company: MCE Corporation

Address: 1495 W Ninth St, Upland, CA 91786

Phone: (909) 973-7162

Contact Person: Manny Pavloudakis Years in business: 41

The undersigned proposer further understands that the City of Diamond Bar, California reserves the right to award all or any part of this bid without any obligation to the City. The City also reserves the right to waive any informality in proposals.

 By: Jeffrey Core, President & CEO Date: April 20, 2024
Signature Name/Title

Contract pricing for years one (1) through two (2) must be firm fixed pricing.

Pricing for year three (3) will be adjusted limited to the Consumer Price Index (CPI) for any such proposed price adjustment and shall not exceed the Bureau of Labor Statistics CPI data for Los Angeles- Riverside-Orange County, California, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (March-March comparison).

Pricing for subsequent contract renewals will be limited to the CPI only.

The Contractor shall submit its request in writing, to be received by the City in person or via certified mail a minimum of 60 days prior to the proposed adjustment date.

ATTACHMENT #2

**STREET MAINTENANCE/VEGETATION CONTROL SERVICES
COMPENSATION SCHEDULE**

ACTIVITY TO BE BILLED AS HOURLY FOR A TWO-MAN CREW AS DETERMINED BY THE CITY.

RIGHT-OF-WAY/STREET MAINTENANCE ACTIVITIES

ACTIVITIES	SCHEDULE PER MONTH	ESTIMATED ANNUAL HOURS	ESTIMATED ANNUAL COST
LITTER PICKUP	2-TIMES	480	\$22,080.00
EMPTY BUS STOPS OVERFLOW TRASH RECEPTACLES	AS NEEDED	52	\$2,392.00
ILLEGAL DUMP REMOVAL	PER REQUEST	52	\$2,392.00
SPILL CLEANUP	PER REQUEST	24	\$1,104.00
STORM PATROL INSPECTION/ CLEANUP	RAINY DAYS	96	\$4,416.00
RESIDENTIAL SLOTTED CROSS GUTTERS CLEANUP	PER REQUEST	192	\$8,832.00
SPECIAL EVENTS	PER REQUEST	8	\$368.00
CALTRANS ON/OFF RAMPS LITTER REMOVAL	1-TIME	192	\$8,832.00

SUBTOTAL ANNUAL COST: \$50,416.00

VEGETATION MAINTENANCE ACTIVITIES

ACTIVITIES	SCHEDULE PER MONTH	ESTIMATED ANNUAL HOURS	ESTIMATED ANNUAL COST
BRUSH REMOVAL	1-TIME	480	\$22,080.00
TREE PRUNING	1-TIME	52	\$2,923.96
TREE SUCKERS PRUNING	2 TIMES	96	\$5,398.08
TREE STAKING	PER REQUEST	24	\$1,349.52
TREE WELL COVERS	PER REQUEST	8	\$368.00
MANUAL WEED CONTROL	AS NEEDED	8	\$368.00
SPOT SPRAY WEEDS	AS NEEDED	192	\$8,832.00
PRE-EMERGENT WEED SPRAY	1 TIME PER YEAR	4	\$184
BACKPACK BLOWER - SIDEWALK CLEANING (DAY PRIOR TO STREET SWEEPING)	2 TIMES	1856	\$85,376.00
CLEAN/SWEEP PAVED MEDIANS	1 TIME	192	\$8,832.00
V-DITCH CLEANING	PER REQUEST	8	\$368.00

SUBTOTAL ANNUAL COST: \$136,079.56

GRAND TOTAL: \$186,495.56

STREET MAINTENANCE SERVICES COMPENSATION SCHEDULE

TIME AND MATERIALS RATES

LABOR RATES PER HOUR	REGULAR	OVERTIME	HOLIDAY
SUPERVISOR	\$65.00	\$97.50	\$130.00
LEAD PERSON	\$40.00	\$60.00	\$80.00
WORKER I	\$37.50	\$56.25	\$75.00
WORKER II	\$35.00	\$52.50	\$70.00
WORKER III	\$32.50	\$48.75	\$65.00

EQUIPMENT RATES PER HOUR	HOURLY RATE
LANDSCAPE DUMP TRUCK	\$12.50
PICKUP TRUCK	\$11.00
BACKPACK BLOWER	\$3.45
HEDGE TRIMMER	\$5.10
CHAIN SAW	\$5.10
BRUSH/WEED CUTTER	\$4.99

PREVAILING WAGE HOURLY ACTIVITIES

ACTIVITIES	LABOR RATES PER HOUR
TRAFFIC CONTROL	\$191.10 for 2-Person Crew
POTHOLE PATCHING	\$191.10 for 2-Person Crew
TRAFFIC SIGNS & ROAD MARKINGS	\$197.14 for 2-Person Crew

SERVICE AREAS

A. ARTERIAL STREET MAINTENANCE

- Grand Ave, from City Limits to City Limits
- Diamond Bar Blvd, from Temple Ave to SR-57/Brea Canyon Rd
- Brea Canyon Cut-Off, from SR-57/Brea Canyon Rd to City Limits
- Brea Canyon Rd, from City Limits to City Limits
- Golden Springs Dr, from Avenida Rancheros to City Limits
- Temple Ave Southside, from SR-57 to City Limits
- Chino Ave, from Chino Hills Pkwy to City Limits
- Chino Hills Pkwy, from City Limits to City Limits
- Pathfinder Rd, from Diamond Bar Blvd to Canyon Ridge Ln
- Lemon Ave, from Golden Springs Dr to City Limits

B. COLLECTOR/RESIDENTIAL STREETS MAINTENANCE

- Sunset Crossing Rd, Northside from Diamond Bar Bl to Chaparral Dr
- Sunset Crossing Rd, Southside from Diamond Bar Bl to First Residential Home
- Sunset Crossing Rd, Cul-de-Sac YMCA
- Beaverhead Dr Cul-de-Sac, West of North Palo Cedro Dr
- Carpio Dr Northside, from Golden Springs Dr to First Residential Home
- Carpio Dr Southside, from Golden Springs Dr to Silver Spray Dr
- South Prospectors Rd, from Golden Springs Dr to SR-60/57 Overpass
- Goldrush Dr Southside, from Diamond Bar Bl to First Residential Home
- Tin Dr, from Diamond Bar Blvd to Great Bend Dr
- Steep Canyon Rd, from Diamond Bar Bl to Clear Creek Canyon Dr
- Clear Creek Canyon Dr Cul-de-Sac, to Steep Canyon Rd
- Mountain Laurel Wy, Southside from Diamond Bar Bl to First Residential Home
- Silver Rain Dr Cul-de-Sac, South of Bent Oak Rd
- Castle Rock Rd Cul-de-Sac, South of Silver Buller Dr
- Fallowfield Dr Northside, from Brea Canyon Cut-Off to Pasco Ct
- Fallowfield Dr Eastside, from Riego Dr to End of Cul-de-Sac
- Autumn glow Dr Cul-de-Sac, at Fernhollow Dr
- Rapidview Dr Eastside, from End of 1322 address to Cul-de-Sac
- Calbourne Dr, from Golden Springs Drive to Gernside Pl
- Calpet Drive, North of 20594 Address Empty Lot
- Washington St, from Brea Canyon Road to End of Cul-de-Sac
- Via Sorella, from Brea Canyon Rd to End of Cul-de-Sac
- Prospectors Rd, Center Paved Median
- Palomino Dr, Center Paved Medians

C. FREEWAY RAMPS – LITTER REMOVAL MAINTENANCE (FIRST 100 FEET ONLY)

- SR-57 Southbound off-ramp at Temple Ave
- SR-57 Southbound on-ramp at Sunset Crossing Rd

- SR-57 Northbound off-ramp at Sunset Crossing Rd
- SR-57 Northbound on-ramp at Diamond Bar Blvd
- SR-60 Westbound on-ramp at Diamond Bar Blvd
- SR-60 Westbound off-ramp at Diamond Bar Blvd
- SR-60 Eastbound on-ramp at Diamond Bar Blvd
- SR-60 Eastbound off-ramp at Diamond Bar Blvd
- SR-60 Eastbound on-ramp at Grand Ave
- SR-60 Eastbound off-ramp at Grand Ave
- SR-60 Westbound off-ramp at Brea Canyon Rd
- SR-60 Westbound on-ramp at Brea Canyon Rd
- SR-60 Eastbound off-ramp at Golden Springs Dr
- SR-60 Eastbound on-ramp at Golden Springs Dr
- SR-60 Eastbound on-ramp at Lemon Ave
- SR-60 Eastbound off-ramp at Lemon Ave
- SR-60 Westbound on-ramp at Lemon Ave
- SR-57 Northbound on-ramp at Pathfinder Rd
- SR-57 Northbound off-ramp at Pathfinder Rd
- SR-57 Southbound on-ramp at Pathfinder Rd
- SR-57 Southbound off-ramp at Pathfinder Rd
- SR-57 Northbound on-ramp at Brea Canyon Cut-Off
- SR-57 Northbound off-ramp at Brea Canyon Cut-Off
- SR-57 Southbound off-ramp at Brea Canyon Cut-Off
- SR-57 Southbound on-ramp at Brea Canyon Cut-Off

D. AS-NEEDED RESIDENTIAL MAINTENANCE ACTIVITIES (PER REQUEST)

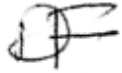
- Clean Slotted Cross Gutters
- Tree Suckers Pruning
- Tree Pruning/Skirting for Pedestrians (8ft)/Street Sweeper (16ft) Clearance

Agenda #: 5.12
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
 FROM: Daniel Fox, City Manager 
 TITLE: **AUTHORIZATION TO SUBMIT A LIST OF PROJECTS TO BE FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FOR FY 2024/25.**
 STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Adopt Resolution No. 2024-22 authorizing the submission of FY 2024/25 list of road projects funded by the SB-1: The Road Repair and Accountability Act of 2017.

FINANCIAL IMPACT:

Sufficient funds, in the amount of \$1,300,000 have been included in the FY 2024/25 budget for the new capital improvement projects funded under the Road Repairs and Accountability Act of 2017 (RMRA). In addition to these new appropriations, the remaining RMRA balance of \$4,050,000 from FY 2023/34 capital improvement projects will remain effective and carried over to FY 2024/25.

New Appropriation FY 24/25:	\$1,300,000
Carryover Appropriation from FY 23/24:	<u>\$4,050,000</u>
Total FY 24/25 Appropriation:	\$5,350,000

BACKGROUND:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, which is known as the Road Repair and Accountability Act (RMRA) of 2017. In order to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road system, SB 1 increased per gallon fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, to be eligible for RMRA funding, the

statute requires cities and counties to provide annual RMRA project reports to the California Transportation Commission (CTC).

Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city must submit to the CTC a list of projects proposed to be funded with these funds. All projects proposed to receive funding must be included in the budget and adopted by resolution by the City Council in a public meeting.

Once the CTC receives the project list from the City, it will report to the Controller that the list of projects has been submitted and those projects are, therefore, eligible to receive an apportionment of RMRA funds for the applicable fiscal year. Attached to this report is the required resolution and project list that will be submitted to the CTC by July 1, 2024 (Attachment 1).

DISCUSSION:

The proposed FY 2024/25 budget anticipates allocating \$5,350,000 in RMRA funds for the following four (4) capital improvement projects:

Carryover funding from FY 2023/24 to FY 2024/25 - \$4,050,000

- 1- Area 3 Residential and Collector Street Rehab (Construction) - \$738,100
- 2- Arterial Street Rehab (Construction) - \$3,311,900
 - Golden Springs Dr. from Grand Ave. to Temple Ave.
 - Grand Ave. from Diamond Bar Blvd. to East City Limits
 - Gateway Center Dr., Copley Dr., and Bridgeway Dr.

New funding in FY 2024/25 - \$1,300,000

- 1- Arterial – Lemon Avenue (SR-60 to City Limit); Brea Canyon Cut-Off (SR57 to City Limits) - \$900,000
- 2- Residential and Collector Street Rehab – Area 4 - \$400,000

A city receiving an apportionment of RMRA funds is required to sustain maintenance of effort (MOE) by spending at least the annual average of its general fund expenditures during the 2009/10, 2010/11, and 2011/12 fiscal years for street, road and highway purposes from the City's general fund. This amount for the City of Diamond Bar has been determined to be \$467,701. This MOE will be easily met each fiscal year.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Resolution as to form.

PREPARED BY:

Christian Malpica

Christian Malpica, Associate Engineer

6/18/2024

REVIEWED BY:

Hal Ghafari

Hal Ghafari, Public Works Manager/Asst. City Engineer

5/28/2024

Jason Jacobsen

Jason Jacobsen, Finance Director

6/10/2024

Attachments:

1. 5.12.a Resolution No. 2024-22
2. 5.12.b Exhibit A - Project List FY 24-25

RESOLUTION NO. 2024-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A PROJECT LIST OF ROAD PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FOR FY 2024/25.

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs; and

WHEREAS, the City of Diamond Bar must submit a project list on an annual basis to the California Transportation Commission in order to be eligible for Road Maintenance and Rehabilitation Account (RMRA) funding; and

WHEREAS, SB 1 requires the City to include the project list in the budget and adopt the list by resolution of the City Council in a public meeting; and

WHEREAS, The City of Diamond Bar will receive an estimated \$5,350,000 in Road Maintenance and Rehabilitation Account (RMRA) funding in Fiscal Year 2024-25; and

WHEREAS, The City of Diamond Bar will carry over an estimated \$4,050,000 of RMRA funding from Fiscal Year 2023-24 to FY 2024-25 with a new appropriation in the amount of \$1,300,000 for a total of \$5,350,000 for FY 2024-25.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DIAMOND BAR DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Council of the City of Diamond Bar adopts the attached project list of road projects funded by RMRA funds (Exhibit A) attached hereto.

PASSED, APPROVED AND ADOPTED this 18th Day of June 2024.

CITY OF DIAMOND BAR

Stan Liu, Mayor

Resolution No. 2024-22

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 18th day of June, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Kristina Santana, City Clerk

Part 2: Project Information

Local Streets and Roads Program

* Required

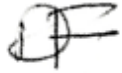
Proposed Project (PP#)	LoCode	* Project Title	Project ID (if any)	Project Type ?		* Project Description ?	* Project Location ?	* Estimated Completion Date		* Estimated Useful Life (# of Yr)		Legislative District(s)						Additional Project Elements (Does the project include element(s) as described in SHC 2030 (c)-(f)? (Select Y/N from dropdown list) ?				
				Type (Select from dropdown list)	Explanation (if "Other" is selected, please explain) ?			Pre-Construction (mm/yyyy)	Construction (mm/yyyy)	Min.	Max.	State Senate			State Assembly			Sustainability ?	Technologies ?	Climate Change ?	Complete Streets Elements ?	Description of Elements
PP01	5455	Arterial Street Rehab: - (Golden Springs Drive from Grand Avenue to Temple Avenue, Grand Avenue from Diamond Bar Boulevard to Eas of City Limits, and Gateway Center-Copley Drive-Bridgegate Drive) - construction	SI24103	Road Maintenance & Rehabilitation		As part of the City's ongoing pavement rehabilitation program, the entire width of Golden Springs Drive from Grand Avenue to Temple Avenue, Grand Avenue from Diamond Bar Boulevard to Eas of City Limits, and Gateway Center-Copley Drive-Bridgegate Drive will be scheduled for rehabilitation. This project consist of a total of aproximately 6 center miles that are slated for rehabilitation.	Golden Springs Drive from Grand Avenue to Temple Avenue, Grand Avenue from Diamond Bar Boulevard to Eas of City Limits, and Gateway Center-Copley Drive-Bridgegate Drive	02/2024	04/2024	10	20			29			55	No	No	No	No	
PP02	5455	Area 3 Residential and Collector Street Rehab (construction)	SI24101	Road Maintenance & Rehabilitation		As part of the City's ongoing pavement rehabilitation program, the entire width of the residential and collector roadway will be rehabilitated. This project consist of a total of aproximately 17 center miles that	Residential and Collectors streets	02/2024	04/2024	10	20			29			55	No	No	No	No	
PP03	5455	Arterial – Lemon Avenue (SR-60 to City Limit); Brea Canyon Cut-Off (SR57 to City Limits)	SI25105	Road Maintenance & Rehabilitation		As part of the City's ongoing pavement rehabilitation program, the entire width of the Lemon Avenue (SR 60 freeway to City Limits), Brea Canyon Cut-Off (SR 57 freeway to City Limits). This project consist of a total of aproximately 0.7 center miles that are slated for rehabilitation.	Lemon Avenue (SR 60 freeway to City Limits), Brea Canyon Cut-Off (SR 57 freeway to City Limits)	02/2025	04/2025	10	20			29			55	No	No	No	No	
PP04	5455	Residential and Collector Street Rehab - Area 4 (Construction)	SI25101	Road Maintenance & Rehabilitation		As part of the City's ongoing pavement rehabilitation program, the entire width of the residential and collector roadway will be rehabilitated. This project consist of a total of aproximately 14.5 center miles that are slated for rehabilitation.	Residential and Collectors streets	02/2025	04/2025	10	20			29			55	No	No	No	No	

Agenda #: 5.13
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **DECLARATION TO LEVY ASSESSMENTS FOR LANDSCAPE ASSESSMENT DISTRICT NOS. 38, 39-2022 AND 41-2021 FOR FISCAL YEAR 2024/25.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

- A. Adopt Resolution No. 2024-23 declaring the City's intention to levy and collect assessments for Landscape Assessment District No. 38 and directing staff to advertise the Public Hearing to be set for the July 16, 2024, regular meeting;
- B. Adopt Resolution No. 2024-24 declaring the City's intention to levy and collect assessments for Landscape Assessment District No. 39-2022 and directing staff to advertise the Public Hearing to be set for the July 16, 2024, regular meeting; and
- C. Adopt Resolution No. 2024-25 declaring the City's intention to levy and collect assessments for Landscape Assessment District No. 41-2021 and directing staff to advertise the Public Hearing to be set for the July 16, 2024, regular meeting.

FINANCIAL IMPACT:**District No. 38**

The assessment generated by this District, in the amount of \$276,780, and \$308,477 of the General Fund contribution, are approved for the operation and maintenance costs in the Fiscal Year 2024/25 Budget, Special Fund No. 238.

District No. 39-2022

The assessment generated by this District, in the amount of \$665,215, and \$31,249 of the General Fund contribution (6.62% General Benefit), with a \$447,097 Fund Balance Carryover, are approved for the operation and maintenance costs in the Fiscal Year

2024/25 Budget, Special Fund No. 239.

District No. 41-2021

The assessment generated by this District, in the amount of \$311,346, and \$11,955 of the General Fund contribution (3.84% General Benefit), with a \$157,185 Fund Balance Carryover, are approved for the operation and maintenance costs in the Fiscal Year 2024/25 Budget, Special Fund No. 241.

BACKGROUND/DISCUSSION:

District No. 38

On April 2, 2024, the City Council adopted Resolution No. 2024-09, ordering the City Engineer to prepare and file an Engineer's Report related to maintenance of improvements in Landscaping Assessment District No. 38 and any assessment thereon for Fiscal Year 2024/25.

The attached Engineer's Report (Attachment 2) for the City's Landscaping Assessment District Number 38 which is prepared pursuant to provisions of the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California, includes authority for the report, estimated costs of improvements, a diagram for the District and the assessments.

The estimated number of assessable parcels within the District is 18,452 parcels. The amount assessed upon the lands within District Number 38 for Fiscal Year 2023/24 was \$15.00 per parcel. The amount to be assessed for Fiscal Year 2024/25 is to remain at \$15.00 per parcel. The assessments will be utilized to maintain the City's medians and parkways.

The proposed assessment has been determined to be exempt from the provisions of Proposition 218 as set forth in section 5 (a): Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control drainage systems or vector control.

District No. 39-2022

On April 2, 2024, the City Council adopted Resolution No. 2024-10, ordering the City Engineer to prepare and file an Engineer's Report related to maintenance of improvements in Landscaping Assessment District No. 39-2022 and any assessment thereon for Fiscal Year 2024/25.

The attached Engineer's Report (Attachment 4) for the City's Landscaping Assessment District Number 39-2022, which is prepared pursuant to provisions of the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California, includes authority for the report, estimated costs of operation and maintenance, a diagram for the District and the assessments.

The estimated number of assessable parcels within the District is 1,246 parcels. The

draft Engineer's Report contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within the District. Said estimated cost results in a proposed Single-Family Equivalent ("SFE") assessment rate of \$547.82 for Zone A, \$534.12 for Zone B, and \$506.73 for Zone C for Fiscal Year 2024/25. Said proposed assessments include an authorized annual increase equal to the change in the Los Angeles-Riverside-Orange County Consumer Price Index ("CPI") per year without further vote or ballot proceeding. The annual CPI from December 2022 to December 2023 was 3.47%.

The assessments will be utilized for the general maintenance of slopes, open space areas, and the five (5) mini parks within the District.

District No. 41-2021

On April 2, 2024, the City Council adopted Resolution No. 2024-11 ordering the City Engineer to prepare and file an Engineer's Report related to maintenance of improvements in Landscaping Assessment District No. 41-2021 and any assessment thereon for Fiscal Year 2024/25.

The attached Engineer's Report (Attachment 6) for the City's Landscaping Assessment District Number 41-2021, which is prepared pursuant to provisions of the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California, includes authority for the report, estimated costs of operation and maintenance, a diagram for the District and the assessments.

The estimated number of assessable parcels within the District is 554 parcels. The draft Engineer's Report contains a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the District for Fiscal Year 2024/25. Said proposed assessment amounts for the single-family and multi-family parcels are \$573.93 and \$528.02, respectively, an increase of 3% from Fiscal Year 2023/24.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Resolutions as to form.

PREPARED BY:

Nicholas Delgado

Nicholas Delgado, Management Analyst

6/18/2024

REVIEWED BY:


Hal Ghafari, Public Works Manager/Asst. City Engineer

5/30/2024


Jason Jacobsen, Finance Director

6/11/2024

Attachments:

1. 5.13.a Resolution No. 2024-23 (LAD No. 38)
2. 5.13.b LAD 38 Engineer's Report for FY 2024/25 (Preliminary)
3. 5.13.c Resolution No. 2024-24 (LAD No. 39-2022)
4. 5.13.d LAD 39-2022 Engineer's Report for FY 2024/25 (Preliminary)
5. 5.13.e Resolution No. 2024-25 (LAD No. 41-2021)
6. 5.13.f LAD 41-2021 Engineer's Report for FY 2024/25 (Preliminary)

RESOLUTION NO. 2024-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR TO DECLARE THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE DISTRICT NO. 38 AND DIRECT CITY STAFF TO ADVERTISE THE PUBLIC HEARING BEFORE THE COUNCIL AT THE JULY 16, 2024 REGULAR MEETING.

WHEREAS, the City of Diamond Bar Assessment District No. 38 ("District") was created pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.); and

WHEREAS, SCI Consulting Group, the Engineer of Work, has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment district pursuant to the provisions of the California Streets and Highways Code § 22623; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Diamond as follows:

Section 1. The Recitals, as set forth in Part A of this Resolution, are in all respects true and correct.

Section 2. The above-described report submitted by the Engineer of Work relating to the City of Diamond Bar Assessment District No. 38 is hereby approved as filed.

Section 3. The Council hereby declares its intention to levy and collect assessments during fiscal year 2024-25 pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, known as the "Landscaping and Lighting Act of 1972, "within that area designated "City of Diamond Bar Assessment District No. 38," as shown on Exhibit "A" attached hereto and incorporated herein by reference.

Section 4. A general description of the improvements proposed for the aforementioned district is as follows:

The installation, maintenance and servicing of landscaping and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including but not limited to, repair, removal or replacement, grading, clearing, removal of debris, pruning, fertilization, pest control and weed control, and the installation or construction of appurtenant facilities, including curbs, gutters, walls, sidewalks or paving, or water, irrigation, or electrical facilities. Said installation, maintenance and servicing of the landscaping and installation, maintenance and servicing

of related work shall be within the area of Assessment District No. 38 as shown on Exhibit "A," as attached hereto and incorporated by reference. The location and type of improvement are shown in Exhibit "A."

Section 5. Reference is hereby made to the Engineer's Report relating to the said assessment district hereinabove approved. Said report is on file with the City Clerk of the City of Diamond Bar and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Diamond Bar Assessment District No. 38 for fiscal year 2024-25. Said proposed assessment per lot is the amount of \$15.00, the same amount that was levied in fiscal year 2023-24.

Section 6. This Council hereby fixes 6:30 p.m. on July 16, 2024 in the SCAQMD Auditorium located at 21865 Copley Drive, Diamond Bar, California, as the time and place for a hearing before this Council on this question of the levy of the proposed assessments on assessable lots with City of Diamond Bar Assessment District No. 38 for fiscal year 2024-25 and hereby gives notice of said hearing.

Section 7. The City Council hereby determines and declares that the proposed assessments constitute a continuation of assessments existing on the effective date of Article XIID of the California Constitution, that the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for streets and sidewalks and that the assessment are exempt from the requirements of Article XIID, Section 4 of the California Constitution.

Section 8. The City Clerk shall certify to the adoption of this Resolution, and staff shall cause a true and correct copy of this Resolution to be published pursuant to California Government Code § 6061.

PASSED, ADOPTED AND APPROVED this 18th day of June 2024.

CITY OF DIAMOND BAR

Stan Liu, Mayor

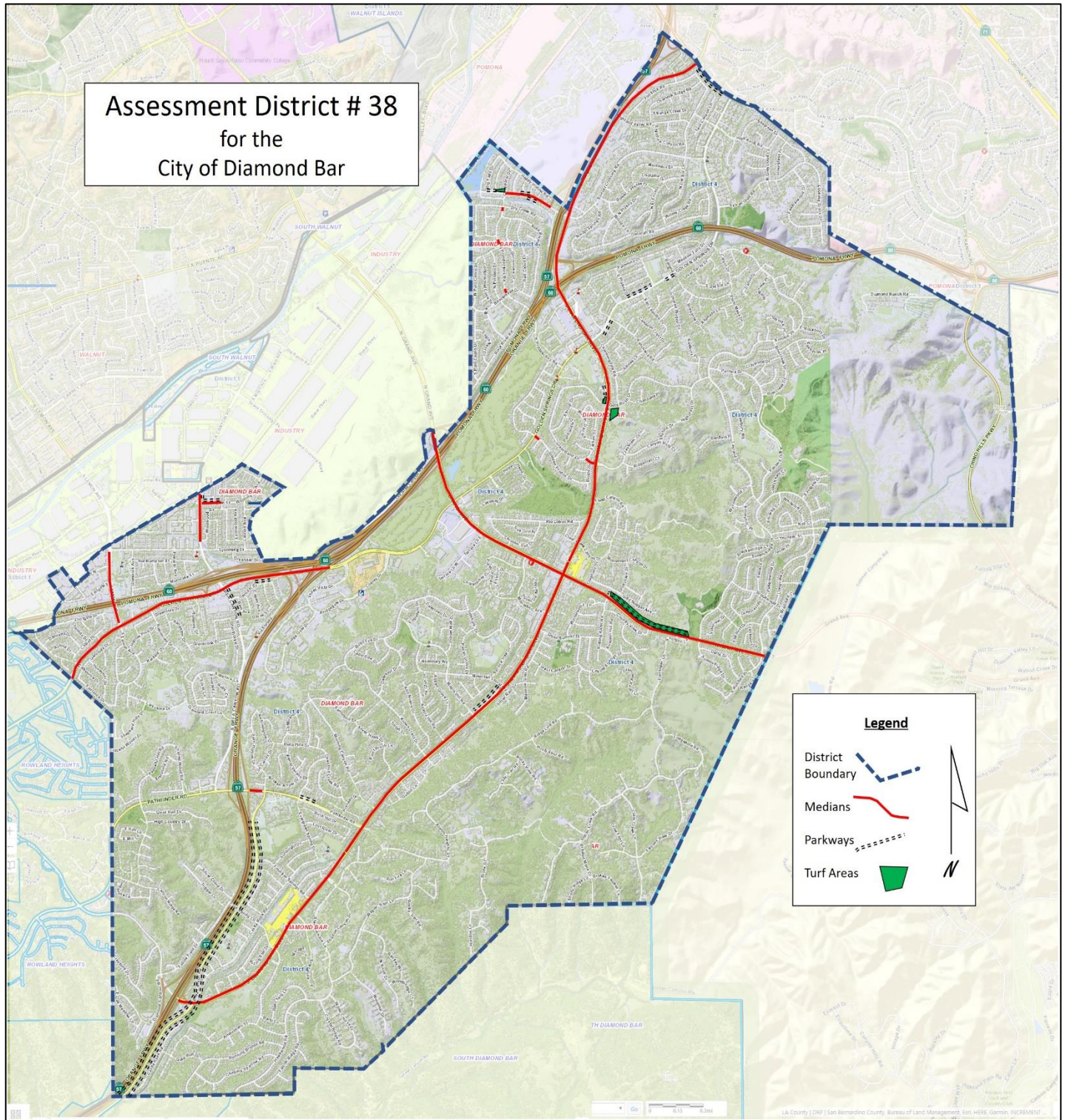
ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at the regular meeting of the City Council of the City of Diamond Bar held on the 18th day of June 2024, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Kristina Santana, City Clerk

Exhibit A



Fiscal Year 2024-25

ENGINEER'S REPORT

City of Diamond Bar

Landscaping Assessment District No. 38

June 2024

Preliminary Report

Pursuant to the Landscape and Lighting Act of 1972 and Article XIID of the California Constitution

Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

City of Diamond Bar

City Council

Stan Liu, Mayor
Chia Yu Teng, Mayor Pro Tem
Andrew Chou, Councilmember
Ruth M. Low, Councilmember
Steve Tye, Councilmember

City Manager

Dan Fox

Public Works Director

David Liu

City Attorney

Omar Sandoval

Engineer of Work

Edric Kwan, P.E.
SCI Consulting Group

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Introduction

Overview

The City of Diamond Bar (the “City”) services and maintains perimeter and median landscaping, and other improvements (“Improvements”) to various parts of the City. In order to fund the maintenance and operation (“Services”) of these projects and improvements, Landscaping Assessment District No. 38 (“District”) was formed in 1984 by the County of Los Angeles prior to the incorporation of the City of Diamond Bar. Upon incorporation in 1989, the City assumed jurisdiction over the District. This Engineer’s Report (“Report”) was prepared to establish the budget for the Improvements (as described below) that will be funded by the 2024-25 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “Act”) and Article XIID of the California Constitution (the “Article”).

Engineer’s Report and Continuation of Assessments

The assessments have been continued for over 35 years. In each subsequent year for which the assessments will be continued, the Diamond Bar City Council (the “Council”) must direct the preparation of an Engineer’s Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer’s Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer’s Report (the “Report”) was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer’s Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer’s Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for **July 16, 2024**. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for fiscal year 2024-25. If so confirmed and approved, the Assessments would be submitted to the Los Angeles County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2024-25.

Beginning in 2015, SCI Consulting Group became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent language used in previous engineer's reports has been retained herein and is cited in italics as appropriate.

Legislative Analysis

Proposition 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996 and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority (2008) 44 Cal. 4th 431

In July of 2008, the California Supreme Court issued its ruling on the *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* ("SVTA"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Improvement District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

This Engineer's Report and the process used to establish the continuation of the assessments for fiscal year 2024-25 are consistent with the SVTA decision and with the requirements of Article XIIC and XIID of the California Constitution based on the following factors:

1. The District is drawn to include the entire City; although only parcels deriving special benefits are included in the assessment rolls. Thus, zones of benefit are not required, and the assessment revenue derived from real property in the District is expended only on the Improvements in the District.
2. The Improvements which are constructed and maintained with assessment proceeds in the District are located in close proximity to the real property subject to the assessment. The Improvements provide landscaping and other services to the residents of such assessed property. The proximity of the Improvements to the assessed parcels provides a special benefit to the parcel being assessed pursuant to the factors outlined by the Supreme Court in that decision.
3. Due to their proximity to the assessed parcels, the Improvements financed with assessment revenues in the District benefit the properties in that District in a manner different in kind from the benefit that other parcels of real property in the City derive from such Improvements, and the benefits conferred on such property in the District are more extensive than a general increase in property values.
4. The assessments paid in the District are proportional to the special benefit that each parcel within that Assessment District receives from the Improvements because:
 - a. The specific landscaping Improvements and maintenance and utility costs thereof in the District are specified in this Report; and
 - b. Such Improvement and maintenance costs in the District are allocated among different types of property located within the District, and equally among those properties which have similar characteristics, such as single-family residential parcels, multi-family residential parcels, commercial parcels, industrial parcels, etc.

Dahms v. Downtown Pomona Property (2009) 174 Cal. App. 4th 708

In *Dahms v. Downtown Pomona Property* (“*Dahms*”) the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon (2009) 180 Cal. App. 4th 103

Bonander v. Town of Tiburon (“*Bonander*”), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

Beutz v. County of Riverside (2010) 184 Cal. App. 4th 1516

Steven Beutz v. County of Riverside (“Beutz”) the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego (2011) 199 Cal. App. 4th 416

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer’s Report is consistent with the *SVTA* decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the District and such special benefits provide a direct advantage to property in the District that is not enjoyed by the public at large or other property.

This Engineer’s Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer’s Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and Services proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

Plans & Specifications

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by Landscaping Assessment District No. 38, ("District"), and the cost thereof paid from the levy of the annual Assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972 (the "Act"), the work and improvements are generally described as follows:

Medians

The landscaped islands to be maintained by the District are located as follows:

- Diamond Bar Blvd
- Grand Ave
- Golden Springs Dr – 57 freeway overcrossing to West City Limits
- Golden Prados Dr – Golden Springs Dr to Hopi St
- Tin Dr – Great Bend Dr to Diamond Bar Blvd
- Lemon Ave – Lycoming St to Golden Springs Dr
- Sunset Crossing Rd – 57 freeway off-ramp to Prospectors Rd
- Prospectors Rd – at Dry Creek Rd; at Palo Cedro Dr; and at Beaverhead Dr
- Pathfinder Rd at Brea Canyon Rd (east of 57 freeway)

Parkways

The landscaped parkways to be maintained by the District are located as follows:

- Grand Ave – Summit Ridge to Diamond Bar Blvd, north side
- Temple Ave – Diamond Bar Blvd to Golden Springs Dr, south side
- Golden Springs Dr – Ballena Dr to End of cul-de-sac
- Golden Springs Dr – El Encino Dr to Platina Dr
- Golden Springs Dr – Rancheria Rd to end of cul-de-sac

- Diamond Bar Blvd – Mountain Laurel Way to Maple Hill Rd
- Pathfinder Rd – Evergreen Springs Dr to end of cul-de-sac
- Brea Canyon Rd – at Gerndal St
- Golden Springs Dr – at Adel Ave
- Brea Canyon Rd – South of Pathfinder Rd to southerly City Limits, both sides
- Sunset Crossing Rd – Big Falls Dr to Chapparal Dr

Turf Areas

The landscaped turf areas to be maintained by the District are located as follows:

- Diamond Bar Blvd – at Gold Rush Dr
- Grand Ave (east side) – from south of Rolling Knoll Dr to driveway at the Diamond Bar Center

Installation, maintenance and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, lighting, fencing, entry monuments, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

As applied herein, “Installation” means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways and drainage and lights.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

“Servicing” means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

Fiscal Year 2024-25 Estimate of Cost and Budget

Budget for Fiscal Year 2024-25

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2024-25 for the maintenance and servicing of the Improvements is provided below.

Table 1: FY 2024-25 Estimate of Costs

LANDSCAPING ASSESSMENT DISTRICT NO. 38 FY 2024-25		
Expenditure Item		
Salaries & Benefits (subsidized by General Fund)	\$	50,557
Operating Expenses		
Advertising	\$	3,000
Utilities	\$	160,500
Maintenance of Grounds/Buildings	\$	50,000
Professional Services	\$	7,000
Contract Services		
Landscape Maintenance	\$	230,500
Trees Maintenance	\$	83,700
Estimated Expenditures	\$	585,257
Revenue Item		
Direct Benefit Assessments	\$	276,780
Fund Balance Reserves	\$	-
General Fund Contribution	\$	308,477
Estimated Revenues	\$	585,257
Budget Allocation to Parcels		
Total Assessment Budget ^A	\$	276,780
Total Assessable Parcels	\$	18,452
Assessment per Parcel	\$	15

A. The Act requires proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund or would be used to reduce future years' assessments.

Method of Assessment Apportionment

Method of Apportionment

This section of the Engineer's Report explains the benefits to be derived from the Improvements and the methodology used to apportion the total assessment to properties within the District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the Improvements. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

Discussion of Benefit

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

- A. Proximity to Improved Landscaped Areas and Other Public Improvements within the District.
- B. Access to Improved landscaped areas and Other Public Improvements within the District.
- C. Improved Views within the District.
- D. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.

In this case, the recent SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

◆ Proximity ◆ Expanded or Improved Access ◆ Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.

Moreover, the Dahms decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by Dahms included streetscape maintenance and security services.

Special Benefit

The District was formed by a different engineer of record. From the original Engineer's Report, the primary special benefits on landscaping are as set forth below:

1. Beautification of the streets which are used by all of the residents in Diamond Bar.
2. A sense of community pride resulting from well-maintained green spaces.
3. The enhancement of the value of property which results from the foregoing benefits.¹

In addition, SCI assessment engineers have identified the following special benefits:

Proximity to Improved Landscaped Areas within the District

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the Assessments, the Improvements would not be provided, and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the Assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

Access to Improved Landscaped Areas within the District

Since the parcels in the District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas and other public improvements that are provided by the Assessments. This is a direct advantage and special benefit to property in the District.

¹ From the Engineer's Report, Update of Assessment District No. 38, Fiscal Year 2014-15, City of Diamond Bar, dated June 3, 2014

Improved Views within the Assessment Districts

The City, by maintaining permanent public improvements funded by the Assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

Extension of a Property's Outdoor Areas and Green Spaces for Properties within Close Proximity to the Improvements

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial and other benefiting properties in the District do not have large outdoor areas and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

General Versus Special Benefit

Article XIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	General Benefit	+	Special Benefit
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There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The Assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the Assessment District	+	Benefit to Real Property Inside the Assessment District that is Indirect and Derivative	+	Benefit to the Public at Large
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Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In these Assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

Benefit Finding

Quantification of General Benefit

In this section, the general benefit from landscaping and other types of Improvements is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

Benefit to Property Outside the Assessment Districts

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis performed by SCI Consulting Group.

Since the properties outside the District but with frontage abutting the Improvements cannot be assessed by the District, this is a form of general benefit to other property. The primary way that parcels outside the district benefit by the Improvements is from views. Therefore, parcels that abut the landscape areas and are not separated from the Improvements by a privacy fence are counted for this general benefit. Since very few of the Improvements lie at the District boundary near occupied parcels, there are very few parcels in this category. The general benefit to property outside of the District is calculated as follows.

<u>Assumptions:</u>		
18 <i>Parcels Outside District</i>		
18,422 <i>Parcels In the District</i>		
<u>Calculation:</u>		
<i>General Benefit to Property Outside the District</i>		
18	=	0.10%
18 + 18,422		

Benefit to Property *Inside* the Assessment Districts that is *Indirect and Derivative*

The “indirect and derivative” benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district” A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 4.43% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

Benefit To The Public At Large

The general benefit to the public at large can be estimated by the proportionate amount of time that the District’s Improvements are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. It should be noted that these Improvements do not attract the public at large in the same way as park improvements – and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy landscaping in the same way as they may visit a park.

One way to measure the special benefit to the general public is by the vehicle trips through an area with Improvements by people who are not residents within the District. Of the four ways benefits are conferred (proximity, access, views, extension of a property’s green space, and creation of lots), the only benefit that is conferred by way of pass-by vehicle trips is views, which accounts for 25% of the total benefits. This is further reduced to 10% due the brevity of the views and because views are less critically important and are enjoyed much less often to the average non-resident driver than to a resident.

Specific data is not available for the number of vehicle trips by non-residents of the District past the Improvements, which lie mostly on arterial roadways. A conservative estimate of vehicle trips by non-residents is 50% of all vehicle trips. Therefore (50% of 10% =) 5.00% of the benefits from the other Improvements are general benefits to the public at large.

Total General Benefits

Using a sum of these three measures of general benefit, we find that approximately 9.53% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

Landscaping General Benefit Calculation

0.10%	Outside the District
4.43%	Inside the District
5.00%	Public At Large
9.53%	Total General Benefit

Although this analysis finds that 9.53% of the assessment may provide general benefits from the Improvements, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 10%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

Current General Benefit Contribution from the City

This general benefit cannot be funded from the Assessments; it must be funded from other sources such as the City's General Fund or other non-District funds. These contributions can also be in the form of in-lieu contributions to the installation and maintenance of the Improvements such as other City assets that support and protect the Improvements. The City of Diamond Bar will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the District's Assessments.

A summary and quantification of these other contributions from the City is discussed below:

The City of Diamond Bar owns, maintains, rehabilitates and replaces curb and gutter along the border of the District Improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the Improvements. The contribution from the City towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 5%.

The City owns and maintains a storm drainage system along the border of the District Improvements. This system serves to prevent flooding and associated damage to the Improvements, and manage urban runoff including local pollutants loading from the Improvements. The contribution from the City towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 5%.

The City owns and maintains local public streets along the border of the District Improvements. These public streets provide access to the Improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 5%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this “annuity” can be used to offset general benefit costs and is conservatively estimated to contribute 10%.

The total General Benefit is liberally quantified at 10% which is entirely offset by the conservatively quantified total non-assessment contribution towards general benefit described above of 25%. Therefore, no additional General Benefit must be funded by the City.

Method of Apportionment

The development of an Assessment methodology requires apportioning to determine the relative special benefit for each property. As the District was formed by a different engineer of record, the precise language from the most recent Engineer’s Report is included below:

The net amount to be assessed upon lands within the District in accordance with this report is apportioned by a formula and method which fairly distributes the amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the Improvements, namely the maintenance and servicing of public landscaping improvements within such District. The maintenance and servicing of public landscaping improvements installed and constructed in public places in the City of Diamond Bar provides a special benefit which is received by each and every lot or parcel within the District, tending to enhance their value.

The primary benefits on landscaping are set forth below:

1. *Beautification of the streets which are used by all of the residents in Diamond Bar.*
2. *A sense of community pride resulting from well-maintained green spaces.*
3. *The enhancement of the value of property which results from the foregoing benefits.*

The existing land use information indicates that well over 90 percent of the parcels within the City of Diamond Bar are residences. Because the special benefits derived apply equally to all residents and parcels, it has been determined that all assessable parcels would receive the same net assessment.²

Annual Assessment Calculation

For fiscal year 2024-25 the amount of Assessments for the District is not increased from prior years. The assessment per parcel is \$15.

Duration of Assessment

The District was formed or annexed in previous years. It is proposed that the Assessments be continued every year after their formation or annexation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the District. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

Appeals of Assessments Levied to Property

Any property owner who feels that the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Diamond Bar City Manager or his or her designee. Any such appeal is limited to correction of an Assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds that the Assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Manager or his or her designee shall be referred to the Diamond Bar City Council, and the decision of the City Council shall be final.

² From the Engineer's Report, Update of Assessment District No. 38, Fiscal Year 2014-15, City of Diamond Bar, dated June 3, 2014

Assessment Funds Must Be Expended Within the District Area

The net available Assessment funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

Assessment

WHEREAS, the City of Diamond Bar directed the undersigned engineer of Work to prepare and file a report presenting an estimate of costs, a Diagram for the District and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act, Article XIID of the California Constitution, and the order of the City of Diamond Bar City Council, hereby makes the following Assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for said Improvements and the expense incidental thereto, to be paid by the District for the Fiscal Year 2024-25 is generally as follows:

Table 2: FY 2024-25 Summary Cost Estimate

CITY OF DIAMOND BAR LANDSCAPING ASSESSMENT DISTRICT NO. 38		
Salaries & Benefits	\$	50,557
Operating Expenses & Services	\$	534,700
Total for Services	\$	585,257
Less General Fund Contribution	\$	(308,477)
Net Amount to Assessments	\$	276,780

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Los Angeles for the Fiscal Year 2024-25. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby will place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the Fiscal Year 2024-25 for each parcel or lot of land within the District.

Dated: June 18, 2024

Engineer of Work



By

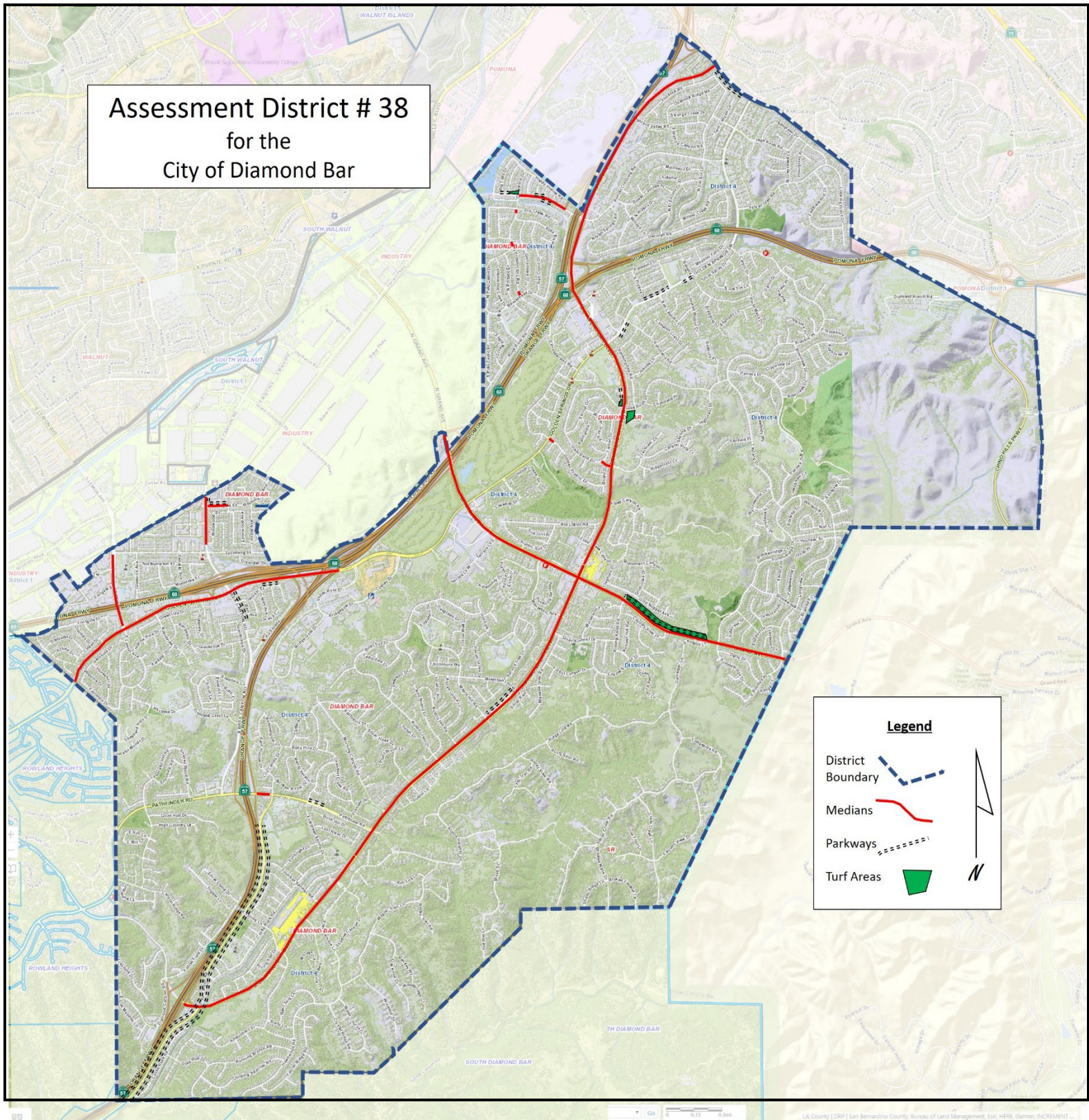
A handwritten signature in blue ink, appearing to read "Edric W. H. Kwan", written over a horizontal green line.

Edric W. H. Kwan, P.E.
License No. C062829

Assessment Diagram

The District boundary is conterminous with the City Limits. The parcels to be assessed in Landscaping Assessment District No. 38 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Diamond Bar and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Los Angeles, for Fiscal Year 2024-25, and are incorporated herein by reference, and made a part of this Diagram and this Report.

Assessment District # 38 for the City of Diamond Bar



Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 21810 Copley Drive, 2nd floor, Diamond Bar, California 91765.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.

RESOLUTION NO. 2024-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR TO DECLARE THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE DISTRICT NO. 39-2022 AND DIRECT CITY STAFF TO ADVERTISE THE PUBLIC HEARING BEFORE THE COUNCIL AT THE JULY 16, 2024 REGULAR MEETING.

WHEREAS, the City of Diamond Bar Assessment District No. 39-2022 ("District") was created pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.); and

WHEREAS, SCI Consulting Group, the Engineer of Work, has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment district pursuant to the provisions of the California Streets and Highways Code § 22623; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Diamond as follows:

Section 1. The Recitals, as set forth in Part A of this Resolution, are in all respects true and correct.

Section 2. The above-described report submitted by the Engineer of Work relating to the City of Diamond Bar Assessment District No. 39-2022 is hereby approved as filed.

Section 3. The Council hereby declares its intention to levy and collect assessments during fiscal year 2024-25 pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, known as the "Landscaping and Lighting Act of 1972, "within that area designated "City of Diamond Bar Assessment District No. 39-2022," as shown on Exhibit "A" attached hereto and incorporated herein by reference.

Section 4. A general description of the improvements proposed for the aforementioned district is as follows:

Installation, maintenance and servicing of public and private areas and facilities, including but not limited to, landscaping, sprinkler systems, landscape corridors, ground cover, shrubs and trees, street frontages, drainage systems, lighting, fencing, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, for property owned and/or maintained by the City. Said installation, maintenance and servicing of the landscaping and installation, maintenance and servicing of related work shall be within the area of Assessment District No. 39-2022 as shown on

Resolution No. 2024-24

Exhibit “A,” as attached hereto and incorporated by reference. The location and type of improvement are shown in Exhibit “A.”

Section 5. Reference is hereby made to the Engineer’s Report relating to the said assessment district hereinabove approved. Said report is on file with the City Clerk of the City of Diamond Bar and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Diamond Bar Assessment District No. 39-2022 for fiscal year 2024-25. Said estimated cost results in a proposed Single-Family Equivalent (“SFE”) assessment rate of \$547.82 for Zone A, \$534.12 for Zone B, and \$506.73 for Zone C for fiscal year 2024-25. Said proposed assessments include an authorized annual increase equal to the change in the Los Angeles-Riverside-Orange County Consumer Price Index (“CPI”) per year without further vote or ballot proceeding as authorized by prior majority approval of property owners. The annual CPI from December 2022 to December 2023 was 3.47%.

Section 6. This Council hereby fixes 6:30 p.m. on July 16, 2024 in the SCAQMD Auditorium located at 21865 Copley Drive, Diamond Bar, California, as the time and place for a hearing before this Council on this question of the levy of the proposed assessments on assessable lots with City of Diamond Bar Assessment District No. 39-2022 for fiscal year 2024-25 and hereby gives notice of said hearing.

Section 7. The City Clerk shall certify to the adoption of this Resolution, and staff shall cause a true and correct copy of this Resolution to be published pursuant to California Government Code § 6061.

PASSED, ADOPTED AND APPROVED this 18th day of June 2024.

CITY OF DIAMOND BAR

Stan Liu, Mayor

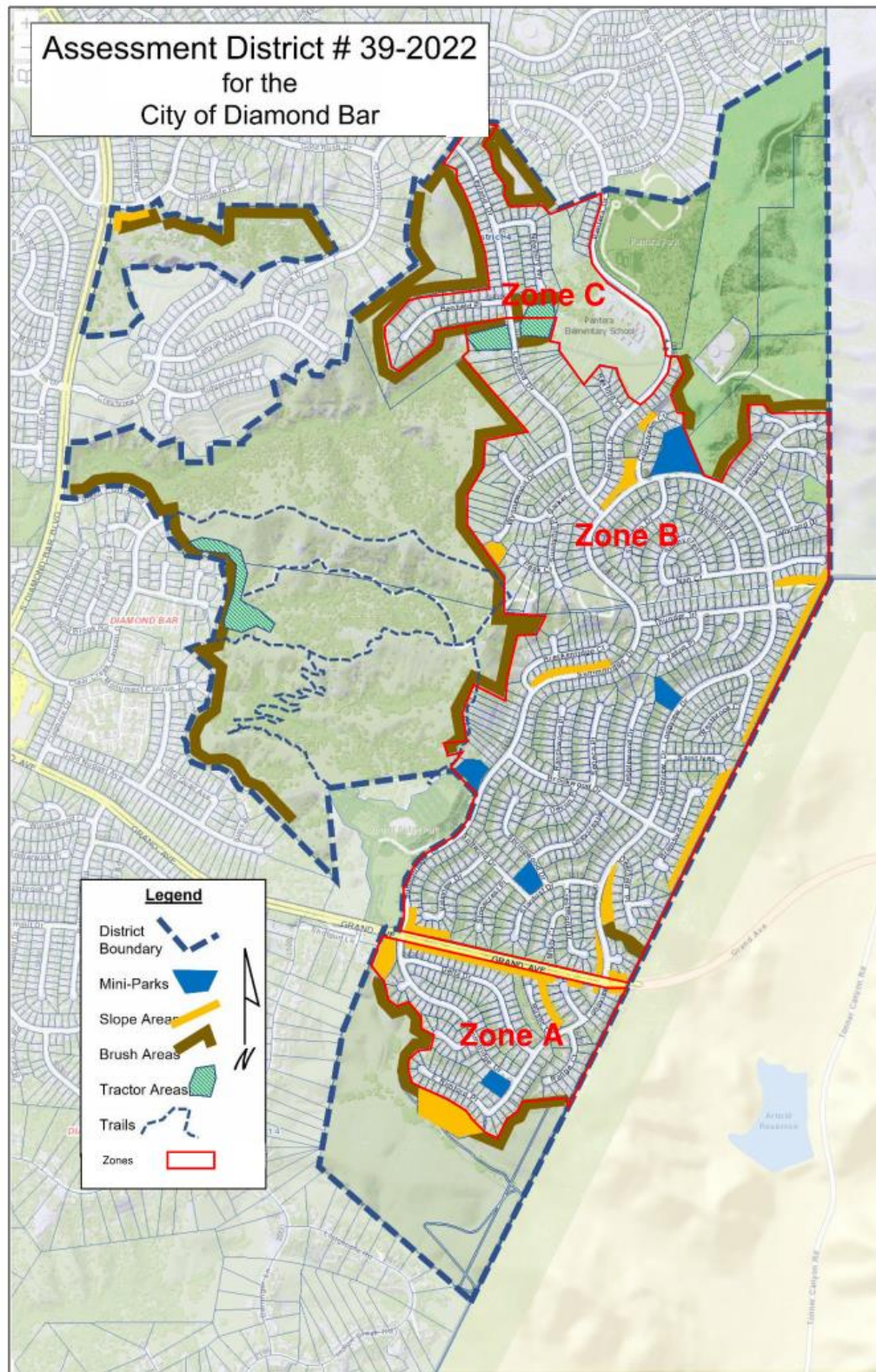
ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at the regular meeting of the City Council of the City of Diamond Bar held on the 18th day of June 2024, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Kristina Santana, City Clerk

Exhibit A



Fiscal Year 2024-25

ENGINEER'S REPORT

City of Diamond Bar

Landscaping Assessment District No. 39-2022

June 2024

Preliminary Report

Pursuant to the Landscape and Lighting Act of 1972 and Article XIID of the California Constitution

Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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City of Diamond Bar

City Council

Stan Liu, Mayor
Chia Yu Teng, Mayor Pro Tem
Andrew Chou, Councilmember
Ruth M. Low, Councilmember
Steve Tye, Councilmember

City Staff

Dan Fox, City Manager
David Liu, Public Works Director / City Engineer
Hall Ghafari, Public Works Manager

City Attorney

Omar Sandoval

Engineer of Work

Edric Kwan, P.E., SCI Consulting Group

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Introduction

Overview

The City of Diamond Bar (the “City”) services and maintains mini-parks, slopes and open space areas and other improvements (“Improvements”) in the Diamond Bar Hills area of the City. In order to fund the maintenance and operation (“Services”) of these projects and improvements, Landscaping Assessment District No. 39 was formed in 1985 by the County of Los Angeles prior to the incorporation of the City of Diamond Bar. Upon incorporation in 1989, the City assumed jurisdiction over the District. Since the passage of Proposition 218, the assessments for this existing District cannot be increased beyond the previously approved amount of \$236.00 per parcel. This assessment amount does not generate sufficient revenue to fund the District’s improvements and services, and the annual shortfalls have been funded by the City’s General Fund.

In 2022, the City Council directed that a new assessment be proposed and voted on by property owners within the District in accordance with Proposition 218 (Article XIIC and D or the California Constitution). Their intent was to replace the existing District No. 39 with a new District No. 39-2022 that would adhere to the existing boundary and include the same improvements and services. These proposed assessments were supported by 52.03% of assessment ballots received from property owners (with each ballot weighted by the amount of assessments it represented). Therefore, on March 15, 2022 by its Resolution No. 2022-13, the City Council levied the new assessments for District No. 39-2022.

This Engineer’s Report (“Report”) was prepared to establish the budget for the Improvements (as described below) that will be funded by the proposed assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “Act”) and Article XIID of the California Constitution (the “Article”).

Engineer's Report and Continuation of Assessments

The assessments were approved by a property-owner ballot proceeding in 2022, and were intended to replace the original District No. 39 which was established in 1985. In each subsequent year for which the assessments will be continued, the Diamond Bar City Council (the "Council") must direct the preparation of an Engineer's Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer's Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer's Report (the "Report") was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer's Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for **July 16, 2024**. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for fiscal year 2024-25. If so confirmed and approved, the Assessments would be submitted to the Los Angeles County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2024-25.

Legislative Analysis

Proposition 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996 and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority (2008) 44 Cal. 4th 431

In July of 2008, the California Supreme Court issued its ruling on the *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* ("SVTA"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Improvement District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

Dahms v. Downtown Pomona Property (2009) 174 Cal. App. 4th 708

In *Dahms v. Downtown Pomona Property* ("Dahms") the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon (2009) 180 Cal. App. 4th 103

Bonander v. Town of Tiburon ("Bonander"), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

Beutz v. County of Riverside (2010) 184 Cal. App. 4th 1516

Steven Beutz v. County of Riverside ("Beutz") the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego (2011) 199 Cal. App. 4th 416

On September 22, 2011, the San Diego Court of Appeal issued a decision on the *Golden Hill Neighborhood Association v. City of San Diego* appeal. This decision overturned an

assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer's Report is consistent with the *SVTA* decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the District and such special benefits provide a direct advantage to property in the District that is not enjoyed by the public at large or other property.

This Engineer's Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and Services proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

Plans & Specifications

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by Landscaping Assessment District No. 39-2022, ("District"), and the cost thereof paid from the levy of the annual Assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972 (the "Act"), the work and improvements are generally described as mini-parks, slopes and open space areas within the District. The Assessment Diagram shows the location and extent of the Improvements to be installed, maintained or serviced by the proceeds from this Assessment District.

Installation, maintenance and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, sidewalks, parking lots, lighting, fencing, entry monuments, basketball courts, tennis courts, other recreational facilities, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

As applied herein, "Installation" means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways and drainage, lights, playground equipment, play courts, playing fields, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements, or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

Fiscal Year 2024-25 Estimate of Cost and Budget

Budget for Fiscal Year 2024-25

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2024-25 for the maintenance and servicing of the Improvements is provided below.

Table 1: FY 2024-25 Estimate of Costs

Expenditure Item	Amount
Salaries & Benefits	\$ 36,334
Operating Expenses	
Advertising	3,500
Utilities	126,000
Maintenance of Grounds/Buildings	39,200
Professional Services	7,000
Contract Services	
Trail & Landscape Maintenance	170,000
Tree Maintenance	32,000
Weed/Pest Abatement	58,000
Additional Enhancement and Improvement	-
Estimated Expenditures	<u>\$ 472,034</u>
Contingencies/Reserves	671,527
Total Budget	<u>\$ 1,143,561</u>
Revenue Item	Amount
Direct Benefit Assessments	\$ 665,215
Carryover from Fund Balance	447,097
General Fund Contribution	6.62% 31,249
Estimated Revenues ¹	<u>\$ 1,143,561</u>

1. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger

capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund or would be used to reduce future years' assessments.

Table 2 below shows how the assessment rates are determined including the estimated number of single-family equivalents ("SFE") and how the costs of improvements are allocated to parcels in the various benefit zones as defined later in this Report.

Table 2: Assessment Rate Determination

<u>Single-Family Equivalents</u>	<u>Parcel</u>	<u>SFE factor</u>	<u>SFEs</u>
Zone A	176	100.0%	176.00
Zone B	971	97.5%	946.73
Zone C	99	92.5%	91.58
Total	1246		1,214.30
<u>Budget Allocation to Parcels</u>			<u>Amount</u>
Total Assessment Revenue			\$ 665,215
Total SFEs			1,214.30
Assessment per SFE ¹			<u>\$ 547.82</u>
Zone A Assessment Rate			\$ 547.82
Zone B Assessment Rate			\$ 534.12
Zone C Assessment Rate			\$ 506.73

1. The rate shown here is for a single-family home or its equivalent. For the definition of the term SFE and rates for other types of property, see the section titled, "Method of Assessment Apportionment" and the sections following it in this report.

Method of Assessment Apportionment

Method of Apportionment

This section of the Engineer's Report explains the benefits to be derived from the Improvements and the methodology used to apportion the total assessment to properties within the District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the Improvements. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

Discussion of Benefit

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

- A. Proximity and access to Improved Landscaped Areas and Other Public Improvements within the District.
- B. Improved Views within the District.
- C. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.
- D. Safety and Security within the District
- E. Creation of individual lots for residential use that, in absence of the Assessments, would not have been created.

In this case, the recent SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

- Proximity
- Expanded or improved access
- Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.

Moreover, the Dahms decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by Dahms included streetscape maintenance and security services.

Special Benefit

SCI assessment engineers have identified the following special benefits:

Proximity and Access to Improved Landscaped Areas within the District

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the Assessments, the Improvements would not be provided, and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the Assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

Improved Views within the Assessment District

The City, by maintaining permanent public improvements funded by the Assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

Extension of a Property's Outdoor Areas and Green Spaces for Properties within Close Proximity to the Improvements

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial, and other benefiting properties in the District do not have large outdoor areas and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

Safety and Security within the Assessment District

The City, through proper installation, maintenance and servicing of public and private improvements funded by the Assessments in the District, provides increased security and safety by preventing crime and suppressing fire. For parks and recreation Improvements, proper lighting and well-kept landscapes help to deter crime and vandalism. Other landscaped area activities such as slope maintenance and brush clearing provide critical fire suppression.

Creation of Individual Lots for Residential Use that, in Absence of the Assessments, Would Not Have Been Created

In the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the Assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

Summary of Relative Weight of Benefit Factors

A solid argument could be made that the Creation of Individual Lots benefit comprises 100% of the benefit because the Improvements were incorporated into the original planning and design of the subdivision, and thus were deemed to be necessary and required for the development of the lot. Without those Improvements and associated benefit, the lots would not have been created in the first place. Nevertheless, four other definitive benefits accruing to the parcels within the District are identified, and an allowance should be made within the overall relative importance of benefits. The relative benefit level of the five identified benefits used in this Report is shown below.

Table 3: Relative Benefit Levels

<u>Benefit Category</u>	<u>Relative Weight</u>
Proximity & Access	10%
Views	10%
Outdoor Area Extension	10%
Safety & Security	10%
Creation of Lots	60%
TOTAL Benefit	<u>100%</u>

General Versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\begin{array}{l} \textit{Total} \\ \textit{Benefit} \end{array} = \begin{array}{l} \textit{General} \\ \textit{Benefit} \end{array} + \begin{array}{l} \textit{Special} \\ \textit{Benefit} \end{array}$$

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The Assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

$$\text{General Benefit} = \text{Benefit to Real Property Outside the Assessment District} + \text{Benefit to Real Property Inside the Assessment District that is Indirect and Derivative} + \text{Benefit to the Public at Large}$$

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In these Assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability and other benefits from the Improvements, and the public at large does not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

Benefit Finding

Quantification of General Benefit

In this section, the general benefit from landscaping and other types of Improvements is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

Benefit to Property Outside the Assessment Districts

Properties within the District receive almost all the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis performed by SCI Consulting Group.

Since certain properties outside the District enjoy close proximity and access to the Improvements cannot be assessed by the District, this is a form of general benefit to other property. There are eight parcels outside the District that lie within a half mile travel distance of one of mini parks within the District. In addition, there are 79 parcels outside the District that are directly adjacent to areas where brush clearing activity is performed by the District. The benefits conferred to these properties do not include the Lot Creation benefit factor, therefore the benefit is reduced by 60%. The general benefit to property outside of the District is calculated as follows.

Assumptions:

87 Parcels Outside District
1,246 Parcels In the District
40% Benefit Factor

Calculation:

General Benefit to Property Outside the District

$$\frac{87}{87 + 1,246} \times 40\% = \mathbf{2.61\%}$$

Benefit to Property *Inside* the Assessment Districts that is *Indirect and Derivative*

The “indirect and derivative” benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special because the other Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district” A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as regional parks, major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 1.51% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

Benefit To The Public At Large

The general benefit to the public at large can be estimated by the proportionate amount of time that the District’s Improvements are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. There are two ways in which the public at large can enjoy the improvements, with each counting for half the general benefit: use of parks, and pass-by trips where landscaped areas can be viewed. In the case of the mini parks that serve primarily the neighborhood, City staff estimate that approximately 10% of the users do not live, work or own property in the District. The general landscape improvements are typically along slopes and open space areas, out of view of the general public, so no general benefit is conferred for views of landscaping. Finally, the general benefits conferred to the public at large does not include the benefit of lot creation, so this benefit is further reduced by half. Therefore, we find that $((50\% \text{ of } 10\%) \times 50\% =) 2.50\%$ of the benefits from the Improvements are general benefits to the public at large.

Total General Benefits

Using a sum of these three measures of general benefit,

Landscaping General Benefit Calculation

2.61%	<i>Outside the District</i>
1.51%	<i>Inside the District</i>
<u>2.50%</u>	<i>Public At Large</i>
6.62%	<i>Total General Benefit</i>

we find that approximately 6.62% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

Zones of Benefit

The boundaries of the District were developed in conjunction and concurrent with the planning and design of the subdivisions and Improvements, and thus include only the properties in the City of Diamond Bar that are proximate to the Improvements and that would materially benefit from the Improvements. Certain other properties surrounding the District were not part of the designed association between the Improvements and the assessed areas and are generally less proximate to the Improvements. In other words, the boundaries of the District have been narrowly drawn to include only properties that will specially benefit from the Improvements and would receive a declining level of service if the Assessments were not approved.

The SVTA decision indicates:

“In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not ‘particular and distinct’ and are not ‘over and above’ the benefits received by other properties ‘located in the district.’

“We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).”

In the District, the benefit that each parcel receives from the Improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the Assessment. However, proximity to the improvements varies somewhat within the District. In order to most conservatively assure that Assessments are proportional to the relative benefits in the District, three zones have been created:

- A. In the area south of Grand Avenue the concentration of landscaped areas (brush and slopes) as well as mini parks is the greatest.
- B. In the area north of Grand Avenue but south of Pantera Park there is less concentration of landscaped slopes and brush-cleared areas, but still a high concentration of mini parks.

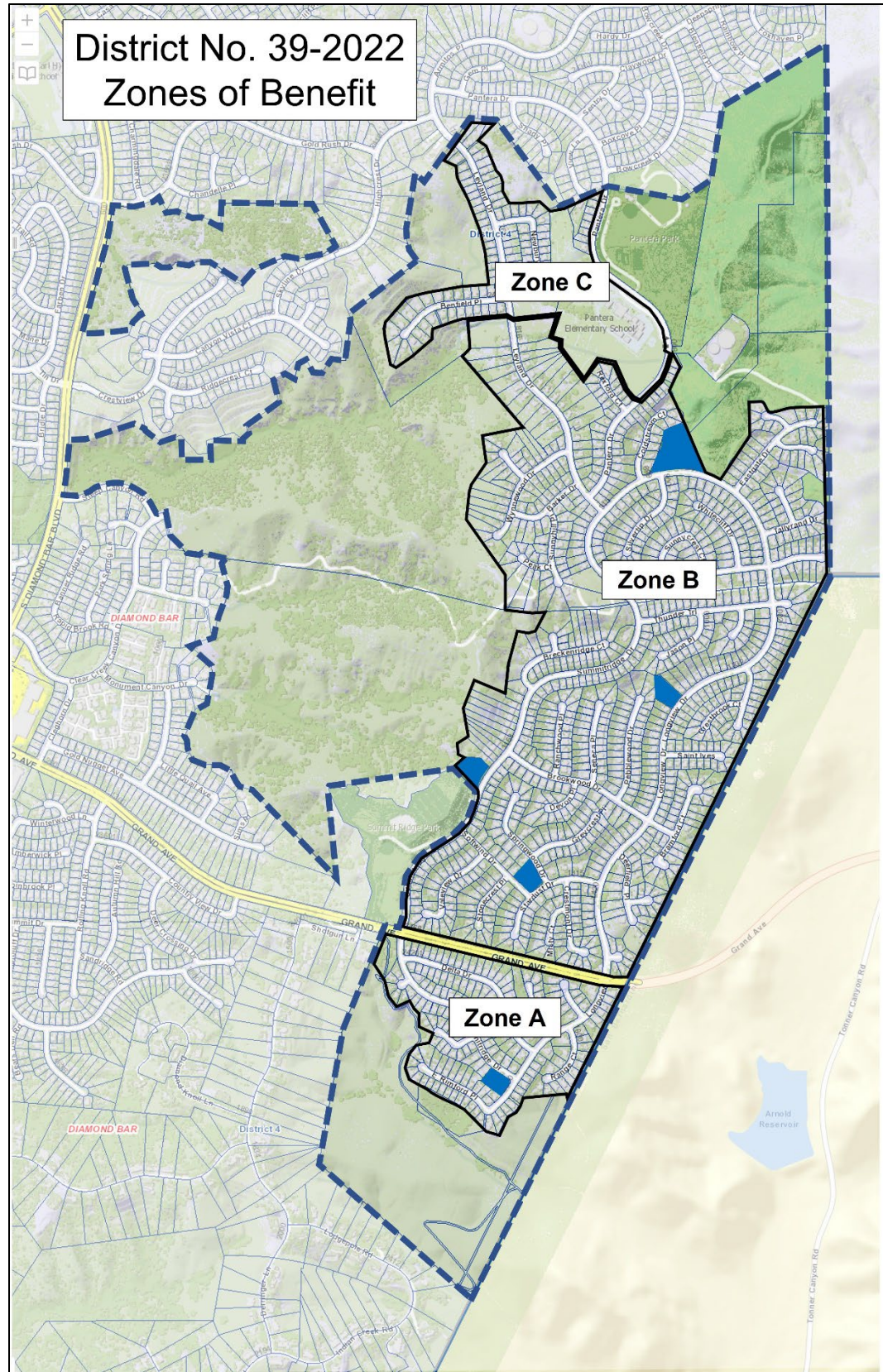
- C. In the area around and north of Pantera Park there is less concentration of landscaped slopes and brush-cleared areas and no mini parks within a half mile.

Based on the varying characteristics of these three distinct zones, each of the five benefit categories have been assigned a benefit factor to estimate the overall relative benefit. Using Zone A as the benchmark (100%), the other two zones derive less benefit due to the proximity of relatively fewer improvements. This estimation is summarized below.

Table 4: Zones of Benefit – Relative Levels

<u>Benefit Category</u>	<u>Weight</u>	<u>Zone A</u>		<u>Zone B</u>		<u>Zone C</u>	
		Factor	Benefit	Factor	Benefit	Factor	Benefit
Proximity & Access	10%	100%	10.0%	75%	7.5%	75%	7.5%
Views	10%	100%	10.0%	100%	10.0%	75%	7.5%
Outdoor Area Ext.	10%	100%	10.0%	100%	10.0%	75%	7.5%
Safety & Security	10%	100%	10.0%	100%	10.0%	100%	10.0%
Creation of Lots	60%	100%	60.0%	100%	60.0%	100%	60.0%
Relative Benefit		<u>100.0%</u>		<u>97.5%</u>		<u>92.5%</u>	

A map of these zones is shown on the following page.



Method of Apportionment

As previously discussed, the proposed Assessments will provide comprehensive Improvements that will clearly confer special benefits to properties in the proposed District. The allocation of special benefits to property is partially based on the type of property and the size of property. These benefits can also partially be measured by the occupants on property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the Assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Therefore, the apportionment of benefit is reasonably based on the type of parcel, the size of parcels and the population density of parcels.

The next step in apportioning Assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single-Family Equivalents (SFE). This SFE methodology is commonly used to distribute Assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of Assessments. For the purposes of this Engineer’s Report, all properties are assigned an SFE value, which is each property’s relative benefit in relation to a single-family home on one parcel. In this case, the “benchmark” property is the single-family detached dwelling which is one Single Family Equivalent or one SFE.

Residential Properties

In the District, there is only one type of residential property present: the single-family home. Other types of residential property, such as multifamily, apartments and condominiums, are not present. Furthermore, the property in the District is fully developed, has been stable since its original development in the late 1980s, and is zoned such that a change in that dominate land use is not expected in the future. As a result, there is no need for a detailed analysis of population densities to determine relative benefit for other types of residential properties. Each single-family residential property is assigned one SFE.

Vacant/Undeveloped Properties

While there are currently no vacant or undeveloped properties in the District, the following discussion is included in the event that properties become vacant in the future.

The benefit to undeveloped properties is determined to be proportional to the corresponding benefits for similar type developed properties, but at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to Improvements for developed property. An analysis of the assessed valuation data from the City of Diamond Bar found that approximately 45% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 45% of the benefits are related to the underlying land and 55% are related to the improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant/undeveloped parcels is 0.45 per parcel.

Other Property Types

Notwithstanding the foregoing discussion, there are four other types of property uses to be considered: School, municipal park, water utility, and open space. These are discussed below.

School Property: Pantera Elementary School lies within the District and may derive some benefit from the Improvements. However, all benefits that may be derived from the Improvements are included in the General Benefits calculation noted earlier. Therefore, the School accrues no further Special Benefit and is not assessed a fee.

Municipal Park: Pantera Park lies partly within the District. However, all benefits that may be derived from the improvements are included in the General Benefits calculation noted earlier. Therefore, the park accrues no further special benefit and is not assessed a fee.

Water Utility: The Walnut Valley Water District owns a parcel with two water tanks used to supply water for domestic use and fire protection. This property has no people stationed on-site and derives no benefit in any category. Therefore, it is not assessed a fee.

Open Space: The open space parcels that lie within the District are part of the improvements (views, safety & security, etc.) Therefore, these parcels are not assessed a fee.

Annual Cost Indexing

The assessment shall be subject to an adjustment tied to the Consumer Price Index-U for the Los Angeles-Riverside-Orange County area as of December of each succeeding year (the "CPI"). The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the Assessment was levied adjusted annually by the change in CPI.

Duration of Assessment

It is proposed that the Assessments, if approved by property owners, will be continued every year after their formation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the District. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

Appeals of Assessments Levied to Property

Any property owner who feels that the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Diamond Bar City Manager or his or her designee. Any such appeal is limited to correction of an Assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds that the Assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Manager or his or her designee shall be referred to the Diamond Bar City Council, and the decision of the City Council shall be final.

Assessment Funds Must Be Expended Within the District Area

The net available Assessment funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

Assessment

WHEREAS, the City of Diamond Bar directed the undersigned engineer of Work to prepare and file a report presenting an estimate of costs, a Diagram for the District and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act, Article XIID of the California Constitution, and the order of the City of Diamond Bar City Council, hereby makes the following Assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for said Improvements and the expense incidental thereto, to be paid by the District for the Fiscal Year 2024-25 is generally as follows:

Table 5: FY 2024-25 Summary Cost Estimate

Salaries & Benefits	\$ 36,334
Operating Expenses & Services	435,700
Enhancements / Improvements / Reserves	671,527
Total Budget	<u>\$ 1,143,561</u>
Less General Fund Contribution	(31,249)
Less Carryover	(447,097)
Net Amount to Assessments	<u><u>\$ 665,215</u></u>

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Los Angeles for the Fiscal Year 2024-25. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby will place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the Fiscal Year 2024-25 for each parcel or lot of land within the District.

Dated: June 18, 2024

Engineer of Work



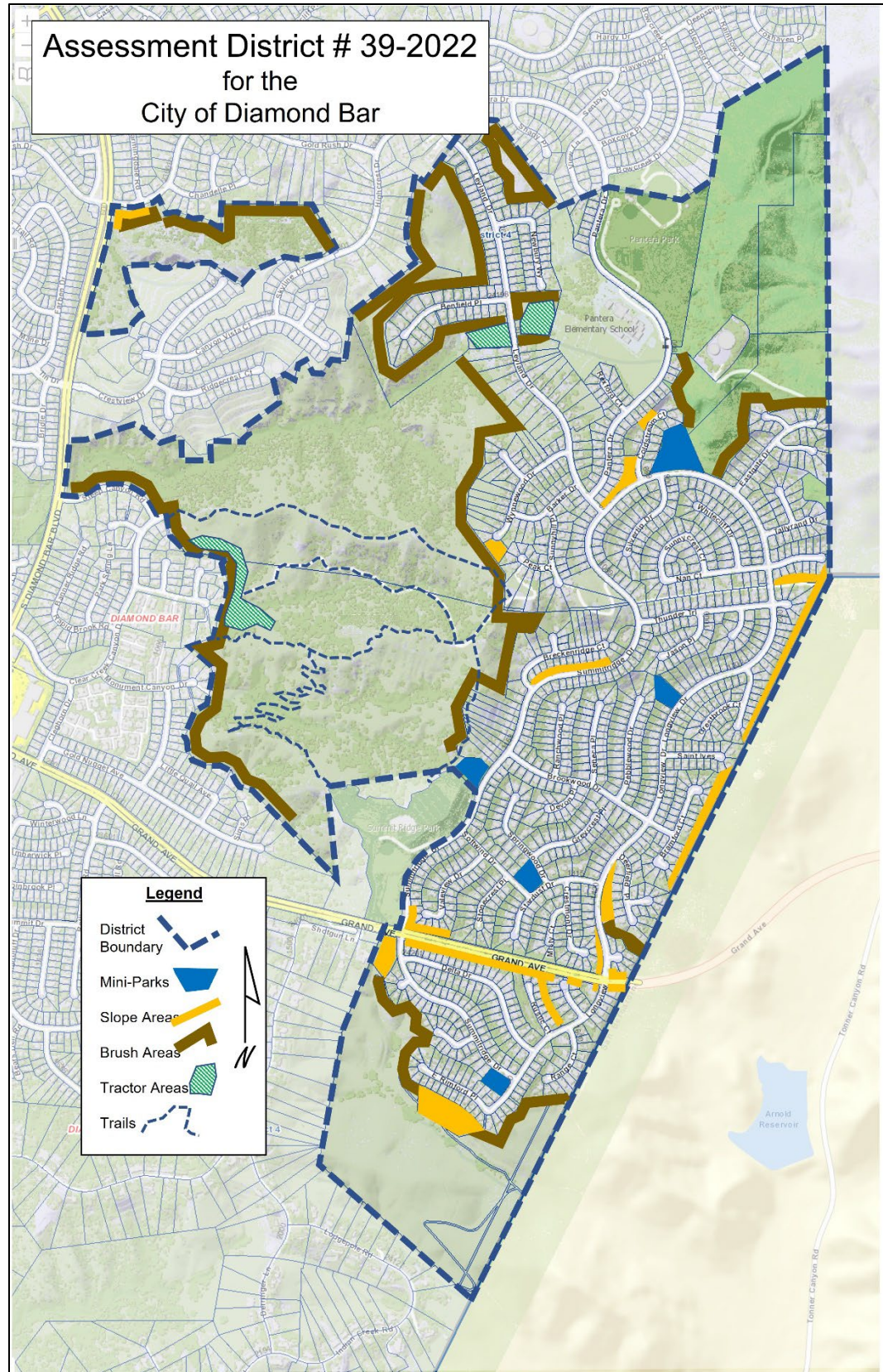
By

A handwritten signature in blue ink, appearing to read "Edric W. H. Kwan", written over a horizontal green line.

Edric W. H. Kwan, P.E.
License No. C062829

Assessment Diagram

The District boundary and the parcels to be assessed in Landscaping Assessment District No. 39-2022 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Diamond Bar and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Los Angeles, for Fiscal Year 2024-25, and are incorporated herein by reference, and made a part of this Diagram and this Report.



Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 21810 Copley Drive, 2nd floor, Diamond Bar, California 91765.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.

RESOLUTION NO. 2024-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR TO DECLARE THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE DISTRICT NO. 41-2021 AND DIRECT CITY STAFF TO ADVERTISE THE PUBLIC HEARING BEFORE THE COUNCIL AT THE JULY 16, 2024 REGULAR MEETING.

WHEREAS, the City of Diamond Bar Assessment District No. 41-2021 ("District") was created pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.); and

WHEREAS, SCI Consulting Group, the Engineer of Work, has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment district pursuant to the provisions of the California Streets and Highways Code § 22623; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Diamond as follows:

Section 1. The Recitals, as set forth in Part A of this Resolution, are in all respects true and correct.

Section 2. The above-described report submitted by the Engineer of Work relating to the City of Diamond Bar Assessment District No. 41-2021 is hereby approved as filed.

Section 3. The Council hereby declares its intention to levy and collect assessments during fiscal year 2024-25 pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, known as the "Landscaping and Lighting Act of 1972, "within that area designated "City of Diamond Bar Assessment District No. 41-2021," as shown on Exhibit "A" attached hereto and incorporated herein by reference.

Section 4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and servicing of landscaping and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including but not limited to, repair, removal or replacement, grading, clearing, removal of debris, pruning, fertilization, pest control and weed control, and the installation or construction of appurtenant facilities, including curbs, gutters, walls, sidewalks or paving, or water, irrigation, or electrical facilities. Said maintenance and servicing of the landscaping and installation, maintenance and servicing of related work shall be within the area of Landscape Assessment District No. 41- 2021 as shown on

Exhibit "A" as attached hereto and incorporated by reference. The location and type of improvement are shown on Exhibit "A."

Section 5. Reference is hereby, made to the Engineer's Report relating to the said assessment district hereinabove approved. Said report is on file with the City Clerk of the City of Diamond Bar and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Diamond Bar Landscape Assessment District No. 41-2021 for fiscal year 2024-25. Said proposed assessment amounts for the single-family and multi-family parcels are \$573.93 and \$528.02, respectively, an increase of 3% from fiscal year 2023-24. Said proposed assessments include an authorized annual increase equal to the change in the Los Angeles-Riverside-Orange County Consumer Price Index ("CPI") per year without further vote or ballot proceeding, not to exceed 3%, as authorized by prior majority approval of property owners. The annual CPI from December 2022 to December 2023 was 3.47%. The 3% cap is in effect.

Section 6. This Council hereby fixes 6:30 p.m. on July 16, 2024 in the SCAQMD Auditorium located at 21865 Copley Drive, Diamond Bar, California, as the time and place for a hearing before this Council on this question of the levy of the proposed assessments on assessable lots with City of Diamond Bar Assessment District No. 41-2021 for fiscal year 2024-25 and hereby gives notice of said hearing.

Section 7. The City Clerk shall certify to the adoption of this Resolution, and staff shall cause a true and correct copy of this Resolution to be published pursuant to California Government Code § 6061.

PASSED, ADOPTED AND APPROVED this 18th day of June 2024.

CITY OF DIAMOND BAR

Stan Liu, Mayor

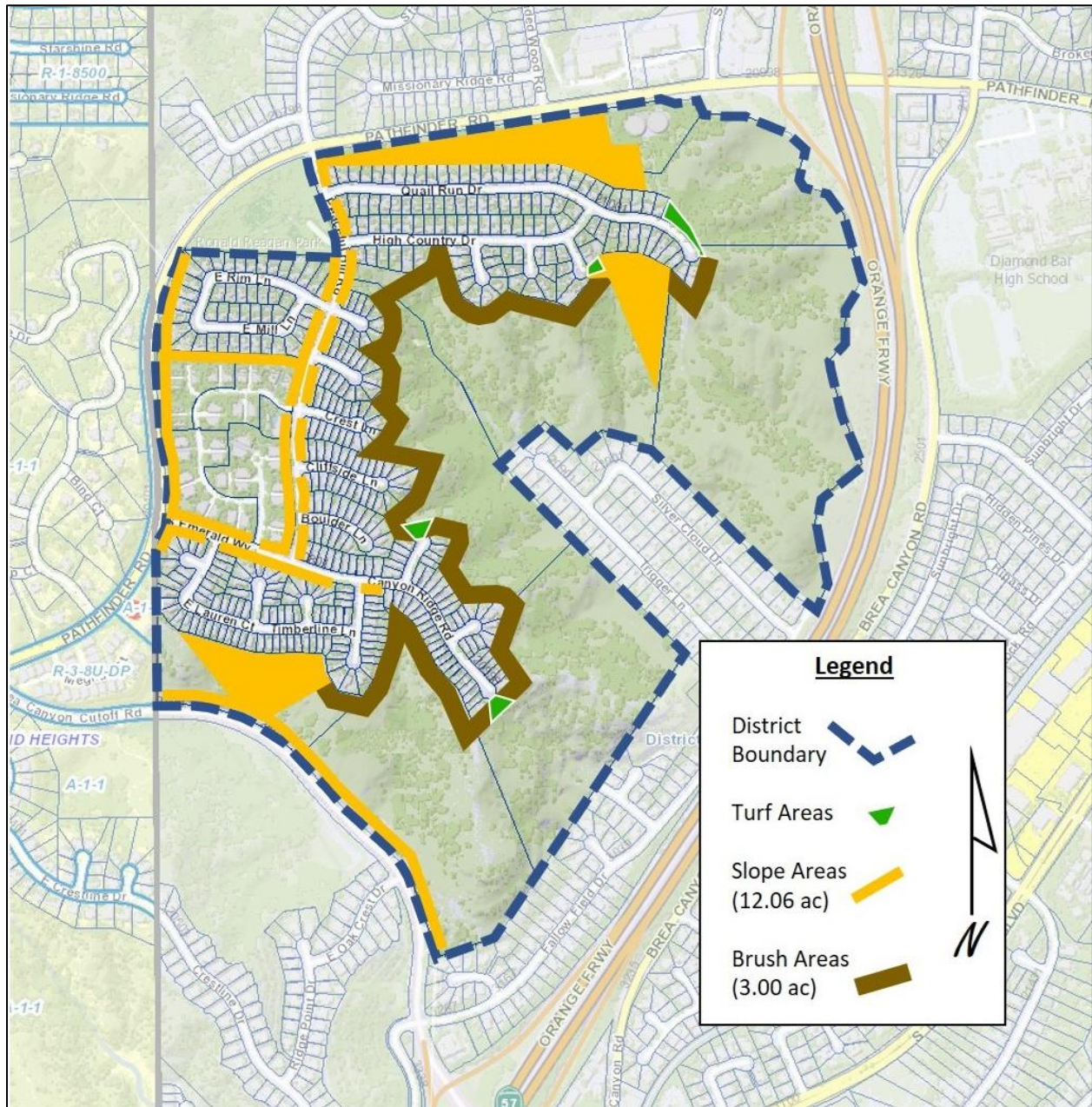
ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at the regular meeting of the City Council of the City of Diamond Bar held on the 18th day of June 2024, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Kristina Santana, City Clerk

Exhibit A



Fiscal Year 2024-25

ENGINEER'S REPORT

City of Diamond Bar

Landscaping Assessment District No. 41-2021

June 2024

Preliminary Report

Pursuant to the Landscape and Lighting Act of 1972 and Article XIID of the California Constitution

Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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City of Diamond Bar

City Council

Stan Liu, Mayor
Chia Yu Teng, Mayor Pro Tem
Andrew Chou, Councilmember
Ruth M. Low, Councilmember
Steve Tye, Councilmember

City Manager

Dan Fox

Public Works Director

David Liu

City Attorney

Omar Sandoval

Engineer of Work

Edric Kwan, P.E.
SCI Consulting Group

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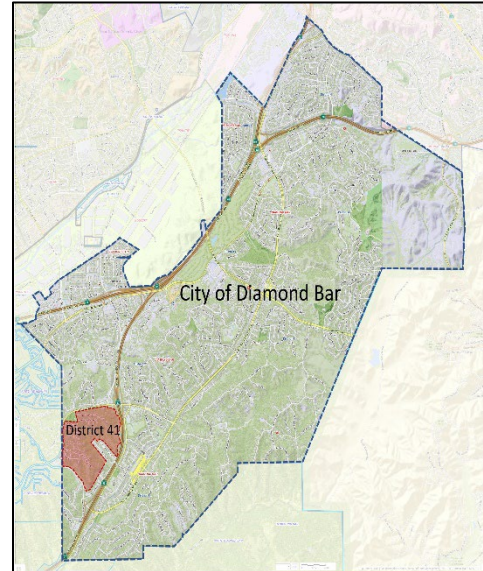
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Introduction

Overview

The City of Diamond Bar (the “City”) services and maintains turf areas, slopes and open space areas and other improvements (“Improvements”) in the Diamond Bar Hills area of the City. In order to fund the maintenance and operation (“Services”) of these projects and improvements, Landscaping Assessment District No. 41 was formed in 1985 by the County of Los Angeles prior to the incorporation of the City of Diamond Bar. Upon incorporation in 1989, the City assumed jurisdiction over the District. Since the passage of Proposition 218, the assessments for this existing District cannot be increased beyond the previously approved amount of \$280.00 per parcel. This assessment amount does not generate sufficient revenue to fund the District’s improvements and services, and the annual shortfalls have been funded by the City’s General Fund.



In 2021, the City Council directed that a new assessment be proposed and voted on by property owners within the District in accordance with Proposition 218 (Article XIII C and D of the California Constitution). Their intent was to replace the existing District No. 41 with a new District No. 41-2021 that would adhere to the existing boundary and include the same improvements and services. These proposed assessments were supported by 87.55% of assessment ballots received from property owners (with each ballot weighted by the amount of assessments it represented). Therefore, on July 6, 2021 by its Resolution No. 2021-33, the City Council levied the new assessments for District No. 41-2021.

This Engineer’s Report (“Report”) was prepared to establish the budget for the Improvements (as described below) that will be funded by the proposed assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “Act”) and Article XIID of the California Constitution (the “Article”).

Engineer's Report and Continuation of Assessments

The assessments were approved by a property-owner ballot proceeding in 2021, and were intended to replace the original District No. 41 which was established in 1985. In each subsequent year for which the assessments will be continued, the Diamond Bar City Council (the "Council") must direct the preparation of an Engineer's Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer's Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer's Report (the "Report") was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer's Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for **July 16, 2024**. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for fiscal year 2024-25. If so confirmed and approved, the Assessments would be submitted to the Los Angeles County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2024-25.

Legislative Analysis

Proposition 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996 and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority (2008) 44 Cal. 4th 431

In July of 2008, the California Supreme Court issued its ruling on the *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* ("SVTA"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Improvement District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

Dahms v. Downtown Pomona Property (2009) 174 Cal. App. 4th 708

In *Dahms v. Downtown Pomona Property* ("Dahms") the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon (2009) 180 Cal. App. 4th 103

Bonander v. Town of Tiburon ("Bonander"), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

Beutz v. County of Riverside (2010) 184 Cal. App. 4th 1516

Steven Beutz v. County of Riverside ("Beutz") the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego (2011) 199 Cal. App. 4th 416

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer's Report is consistent with the *SVTA* decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the District and such special benefits provide a direct advantage to property in the District that is not enjoyed by the public at large or other property.

This Engineer's Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the *overall* cost of the Improvements and Services proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

Plans & Specifications

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by Landscaping Assessment District No. 41-2021, ("District"), and the cost thereof paid from the levy of the annual Assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972 (the "Act"), the work and improvements are generally described as mini-parks, slopes and open space areas within the District. The Assessment Diagram shows the location and extent of the Improvements to be installed, maintained or serviced by the proceeds from this Assessment District.

Installation, maintenance and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, sidewalks, lighting, fencing, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

As applied herein, "Installation" means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways and drainage, lights, playground equipment, play courts, playing fields, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

Fiscal Year 2024-25 Estimate of Cost and Budget

Budget for Fiscal Year 2024-25

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2024-25 for the maintenance and servicing of the Improvements is provided below.

Table 1: FY 2024-25 Estimate of Costs

LANDSCAPING ASSESSMENT DISTRICT NO. 41-2021		
Expenditure Item		Amount
Salaries & Benefits		\$ 36,728
Operating Expenses		
Advertising		3,000
Utilities		77,000
Maintenance of Grounds/Buildings		46,000
Professional Services		7,000
Contract Services		
Landscape Maintenance		68,500
Tree Maintenance		23,000
Weed/Pest Abatement		50,118
Capital Improvements		0
Estimated Expenditures		<u>\$ 311,346</u>
Contingencies/Reserves		169,140
Total Budget		<u>\$ 480,486</u>
Revenue Item		Amount
Direct Benefit Assessments		\$ 311,346
Carryover from Prior Year		157,185
General Fund Contribution	3.84%	11,955
Estimated Revenues ¹		<u>\$ 480,486</u>

1. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance

remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund or would be used to reduce future years' assessments.

Table 2 below shows how the assessment rates are determined including the estimated number of single-family equivalents ("SFE") and how the costs of improvements are allocated to parcels as defined later in this Report.

Table 2: Assessment Rate Determination

<u>Single-Family Equivalents</u>	<u>Parcels</u>	<u>SFE factor</u>	<u>SFEs</u>
Single Family Parcels	410	100%	410.00
Condominium Parcels	144	92%	132.48
Total	554		542.48
<u>Budget Allocation to Parcels</u>			
Total Amount Assessed			\$ 311,346
Total SFEs			542.48
Assessment per SFE ¹			\$ 573.93
Single-Family Assessment			\$ 573.93
Condominium Assessment			\$ 528.02

1. The rate shown here is for a single-family home or its equivalent. For the definition of the term SFE and rates for other types of property, see the section titled, "Method of Assessment Apportionment" and the sections following it in this report.

Method of Assessment Apportionment

Method of Apportionment

This section of the Engineer's Report explains the benefits to be derived from the Improvements and the methodology used to apportion the total assessment to properties within the District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the Improvements. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

Discussion of Benefit

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

- A. Proximity to Improved Landscaped Areas and Other Public Improvements within the District.
- B. Improved Views within the District.
- C. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.
- D. Safety and Security within the District
- E. Creation of individual lots for residential and commercial use that, in absence of the Assessments, would not have been created.

In this case, the recent SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

◆ Proximity ◆ Expanded or Improved Access ◆ Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.

Moreover, the Dahms decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by Dahms included streetscape maintenance and security services.

Special Benefit

SCI assessment engineers have identified the following special benefits:

Proximity and Access to Improved Landscaped Areas within the District

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the Assessments, the Improvements would not be provided, and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the Assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

Improved Views within the Assessment District

The City, by maintaining permanent public improvements funded by the Assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

Extension of a Property's Outdoor Areas and Green Spaces for Properties within Close Proximity to the Improvements

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial and other benefiting properties in the District do not have large outdoor areas and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

Safety and Security within the Assessment District

The City, through proper installation, maintenance and servicing of public and private improvements funded by the Assessments in the District, provides increased security and safety by preventing crime and suppressing fire. For parks and recreation Improvements, proper lighting and well-kept landscapes help to deter crime and vandalism. Other landscaped area activities such as slope maintenance and brush clearing provide critical fire suppression.

Creation of Individual Lots for Residential Use that, in Absence of the Assessments, Would Not Have Been Created

In the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the Assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

Summary of Relative Weight of Benefit Factors

A solid argument could be made that the Creation of Individual Lots benefit comprises 100% of the benefit because the Improvements were incorporated into the original planning and design of the subdivision, and thus were deemed to be necessary and required for the development of the lot. Without those Improvements and associated benefit, the lots would not have been created in the first place. Nevertheless, four other definitive benefits accruing to the parcels within the District are identified, and an allowance should be made within the overall relative importance of benefits. The relative benefit level of the five identified benefits used in this Report is shown below.

<u>Benefit Category</u>	<u>Relative Weight</u>
Proximity & Access	10%
Views	10%
Outdoor Area Extension	10%
Safety & Security	10%
Creation of Lots	60%
TOTAL Benefit	100%

General Versus Special Benefit

Article XIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{General Benefit} + \text{Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The Assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the Assessment District	+	Benefit to Real Property Inside the Assessment District that is Indirect and Derivative	+	Benefit to the Public at Large
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Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In these Assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

Benefit Finding

Quantification of General Benefit

In this section, the general benefit from landscaping and other types of Improvements is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

Benefit to Property Outside the Assessment Districts

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis performed by SCI Consulting Group.

Since certain properties outside the District enjoy close proximity and access to the Improvements cannot be assessed by the District, this is a form of general benefit to other property. There are 23 parcels outside the District that are directly adjacent to areas where slopes are maintained by the District. The benefits conferred to these properties do not include the Lot Creation benefit factor, therefore the benefit is reduced by 60%. The general benefit to property outside of the District is calculated as follows.

<u>Assumptions:</u>	
<i>23 Parcels Outside District</i>	
<i>554 Parcels In the District</i>	
<i>40% Benefit Factor</i>	
<u>Calculation:</u>	
<i>General Benefit to Property Outside the District</i>	
$\frac{23}{23 + 554}$	$\times 40\% = 1.59\%$

Benefit to Property *Inside* the Assessment Districts that is *Indirect and Derivative*

The “indirect and derivative” benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district” A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as regional parks, major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. The District boundaries are narrowly drawn to include only the residential areas within the neighborhood, and there are no regional facilities within the District. Therefore, the indirect and derivative general benefits to property within the District are zero.

Benefit To The Public At Large

The general benefit to the public at large can be estimated by the proportionate amount of time that the District’s Improvements are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. It should be noted that these Improvements do not attract the public at large in the same way as park improvements, and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy slope improvements in the same way as they may visit a park.

However, certain slopes maintained by the District may provide some enhancement to views enjoyed by the public as they drive past. Approximately 25% of the slopes and linear green areas maintained by the District lie along arterial roadways that carry a high percentage of traffic not associated with people who are not residents or property owners within the District. While there are not statistics available as to what percentage of pass-by vehicle trips are by non-residents or non-property owners, a liberal factor of 90% is assumed. Finally, of all the types of benefits conferred by the Improvements, passersby only benefit from views, which are estimated at 10% of the total benefits. Therefore, we find that $((90\% \text{ of } 25\%) \times 10\% =) 2.25\%$ of the benefits from the Improvements are general benefits to the public at large.

Total General Benefits

Using a sum of these three measures of general benefit, we find that approximately 3.84% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

Landscaping General Benefit Calculation

1.59%	Outside the District
0.00%	Inside the District
2.25%	Public At Large
3.84%	Total General Benefit

Method of Apportionment

As previously discussed, the proposed Assessments will provide comprehensive Improvements that will clearly confer special benefits to properties in the proposed District. The allocation of special benefits to property is partially based on the type of property and the size of property. These benefits can also partially be measured by the occupants on property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the Assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Therefore, the apportionment of benefit is reasonably based on the type of parcel, the size of parcels and the population density of parcels.

The next step in apportioning Assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single-Family Equivalents (“SFE”). This SFE methodology is commonly used to distribute Assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of Assessments. For the purposes of this Engineer’s Report, all properties are designated a SFE value, which is each property’s relative benefit in relation to a single-family home on one parcel. In this case, the “benchmark” property is the single-family detached dwelling which is one Single Family Equivalent or one SFE.

Residential Properties

Certain residential properties in the District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Detached or attached houses and zero-lot line houses are included in this category of single-family residential property. If there is more than one single family detached dwelling on a parcel, it will be charged one SFE per single family detached dwelling.

Another residential property type in the District is the condominium. These properties benefit from the Improvements in proportion to the average number of people who reside in multi-family residential units versus the average number of people who reside in a single-family home (Population Density Factor, or PDF). Using the total population of each property type in the City from recent Census data and dividing it by the total number of such households reveals that approximately 3.42 persons occupy each single-family residence, whereas an average of 2.48 persons occupy each condominium. The ratio of 2.48 people (condominium) to 3.42 people (single-family) results in a PDF of 0.73 for condominiums.

The PDF of 0.73 for condominiums is applied to certain benefit categories, whereas other benefit categories are applicable to condominiums in full measure. The calculation of the overall SFE factors are summarized below.

<u>Benefit Category</u>	<u>Weight</u>	<u>SFR</u>		<u>Condo</u>	
		<u>PDF</u>	<u>SFE Factor</u>	<u>PDF</u>	<u>SFE Factor</u>
Proximity & Access	10%	100%	10.0%	73%	7.3%
Views	10%	100%	10.0%	73%	7.3%
Outdoor Area Extension	10%	100%	10.0%	73%	7.3%
Safety & Security	10%	100%	10.0%	100%	10.0%
Creation of Lots	60%	100%	60.0%	100%	60.0%
TOTAL Benefit	100%		100%		92%

There are no other multi-family property types (e.g., duplex, triples, fourplex, apartments) in the District, and none are foreseen in the near future. Therefore, no SFR-based assessment rate is calculated.

Vacant/Undeveloped Properties

While there are currently no vacant or undeveloped properties in the District, the following discussion is included in the event that properties become vacant in the future.

The benefit to undeveloped properties is determined to be proportional to the corresponding benefits for similar type developed properties, but at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to Improvements for developed property. An analysis of the assessed valuation data from the City of Diamond Bar found that approximately 45% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 45% of the benefits are related to the underlying land and 55% are related to the improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant/undeveloped parcels is 0.45 per parcel.

Other Property Types

Notwithstanding the foregoing discussion, there are two other types of property uses to be considered: Water utility and open space. These are discussed below.

Water Utility: The Walnut Valley Water District owns a parcel with two water tanks used to supply water for domestic use and fire protection. This property has no people stationed on-site and derives no benefit in any category. Therefore, it is not assessed a fee.

Open Space: The open space parcels that lie within the District are part of the improvements (views, safety & security, etc.) Therefore, these parcels are not assessed a fee.

The property in the District is fully developed, has been stable since its original development in the late 1980s, and is zoned such that a change in the predominately residential land use is not expected in the future. As a result, there is no analysis of type, size and population densities for other uses such as commercial, industrial and institutional properties.

Annual Assessment Calculation

The assessment shall be subject to an adjustment up to a cap of 3% annually, which adjustment shall be based upon actual costs, including any reasonable reserves, supported by an Engineer's Report prepared in accordance with Article XIID of the California Constitution. If the Engineer's Report does not support an increase or supports a reduction in the assessment, then the assessment shall not be increased or shall be lowered as applicable.

Duration of Assessment

The District was formed or annexed in previous years. It is proposed that the Assessments be continued every year after their formation or annexation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the District. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

Appeals of Assessments Levied to Property

Any property owner who feels the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Diamond Bar City Manager or his or her designee. Any such appeal is limited to correction of an Assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds the Assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Manager or his or her designee shall be referred to the Diamond Bar City Council, and the decision of the City Council shall be final.

Assessment Funds Must Be Expended Within the District Area

The net available Assessment funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

Assessment

WHEREAS, the City of Diamond Bar directed the undersigned engineer of Work to prepare and file a report presenting an estimate of costs, a Diagram for the District and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act, Article XIID of the California Constitution, and the order of the City of Diamond Bar City Council, hereby makes the following Assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for said Improvements and the expense incidental thereto, to be paid by the District for the Fiscal Year 2024-25 is generally as follows:

Table 3: FY 2024-25 Summary Cost Estimate

LANDSCAPING ASSESSMENT DISTRICT NO. 41-2021	
Fund and Budget Summary Fiscal Year 2024-25	
Salaries & Benefits	\$ 36,728
Operating Expenses & Services	274,618
Capital Expenses/Reserves	169,140
Total Budget	<u>\$ 480,486</u>
Less General Fund Contribution	(11,955)
Less Carryover	(157,185)
Net Amount to Assessments	<u>\$ 311,346</u>

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Los Angeles for the Fiscal Year 2024-25. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby will place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the Fiscal Year 2024-25 for each parcel or lot of land within the District.

Dated: June 18, 2024

Engineer of Work

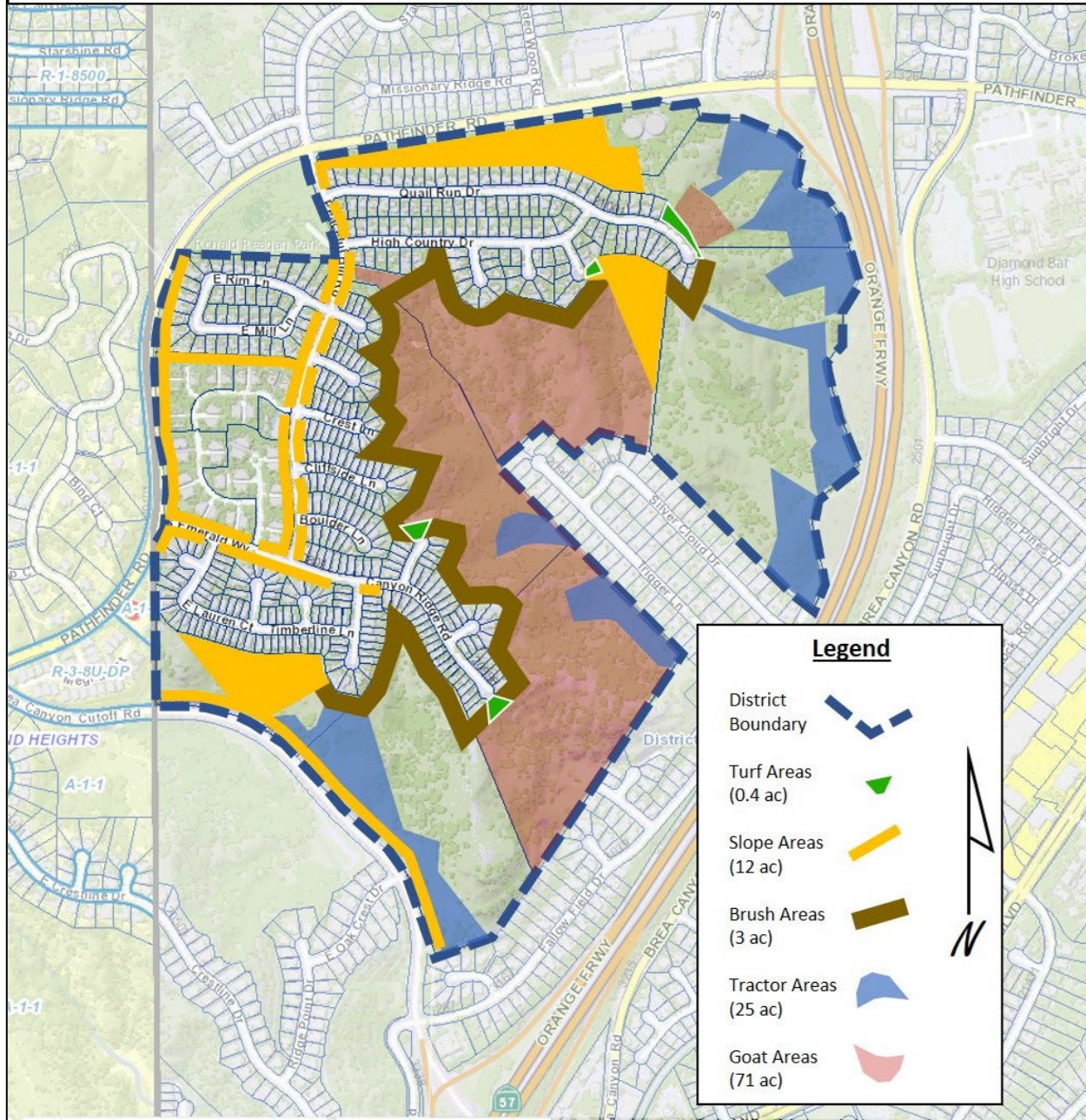


By

A handwritten signature in blue ink, appearing to read "Edric W. H. Kwan", written over a horizontal line.

Edric W. H. Kwan, P.E.
License No. C062829

Assessment District #41-2021 for the City of Diamond Bar



Assessment Diagram

The District boundary and the parcels to be assessed in Landscaping Assessment District No. 41-2021 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Diamond Bar and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Los Angeles, for Fiscal Year 2024-25, and are incorporated herein by reference, and made a part of this Diagram and this Report.

Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 21810 Copley Drive, 2nd floor, Diamond Bar, California 91765.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.

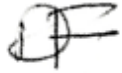
Agenda #: 5.14
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **FIRST AMENDMENTS TO CONSULTANT SERVICES AGREEMENTS CONTRACT WITH ITERIS, INC., FEHR & PEERS AND KIMLEY HORN FOR ON-CALL TRAFFIC AND TRANSPORTATION ENGINEERING SERVICES THROUGH JUNE 30, 2026.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve and authorize the City Manager to sign the First Amendments to Consultant Services Agreements with Iteris, Inc., Fehr & Peers, and Kimley Horn.

FINANCIAL IMPACT:

The FY 2024/25 Public Works Operating Budget allocates adequate funds to support on-call consultant traffic engineering services. Adequate funding will be requested as part of the FY 2025/26 Operating Budget. The table below outlines the changes for the extension of each contract:

Consultant	Contract Amount Changes for FY 24/25 and FY 25/26
Iteris, Inc.	Due to the completion of the Caltrans SR-57 pavement detour project, which would require additional service with a passthrough cost, this agreement's not-to-exceed amount will be reduced from \$130,000 to \$80,000 per fiscal year, a decrease of \$50,000.
Kimley Horn	The annual contract not-to-exceed amount will be increased by \$14,000, rising from \$26,000 to \$40,000. This additional amount is designated for traffic engineering support for land development projects and neighborhood traffic improvement requests. The additional \$14,000 is already included in the Operation Budget.
Fehr & Peers	The contract's annual not-to-amount of \$40,000 remains unchanged.

Furthermore, with these extensions, the consultants' compensation rate will be adjusted per Section 2 of the original agreements to account for a 3.9% Consumer Price Index

(CPI) increase.

BACKGROUND/DISCUSSION:

On June 15, 2021, the City Council approved individual Consultant Services Agreements with Iteris, Inc., Kimley Horn, and Fehr and Peer for traffic and transportation engineering projects (Original Agreements). Per Section 2 of the Original Agreement, the City has the option to extend the agreement for one two-year term. All three consultants submitted their contract extension requests (Attachments 4, 5, and 6). The attached first amendments (Attachments 1, 2, and 3), in accordance with Section 2 of the original agreements, propose a two-year extension to each of the contracts.

The extensions aim to maintain continuity in on-call traffic and transportation services without altering their original scope of work. Extending the contracts ensures stability, facilitating seamless service delivery crucial for ongoing projects and initiatives. Retaining the current consultants preserves access to their specialized expertise in traffic engineering, enhancing effective problem-solving and project success. Continuity with existing consultants minimizes disruptions, streamlines operations, and proves more cost-effective than engaging new vendors.

LEGAL REVIEW:

The City Attorney has reviewed and approved the amended Agreements as to form.

PREPARED BY:



Hal Ghafari, Public Works Manager/Asst. City Engineer

6/18/2024

REVIEWED BY:



Hal Ghafari, Public Works Manager/Asst. City Engineer

6/4/2024



Jason Jacobsen, Finance Director

6/10/2024

Attachments:

1. 5.14.a First Amendment to Agreement with Iteris, Inc.
2. 5.14.b First Amendment to Agreement with Kimley Horn
3. 5.14.c First Amendment to Agreement with Fehr & Peers
4. 5.14.d Extension Request Letter - Iteris Inc.
5. 5.14.e Extension Request Letter - Kimley Horn
6. 5.14.f Extension Request Letter - Fehr and Peer

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT

This First Amendment to Consultant Services Agreement (“First Amendment”) is made and entered into as of **July 1, 2024**, by and between the City of Diamond Bar, a municipal corporation (“City”), and **Iteris, Inc.**, a California corporation (herein referred to as the “Consultant”) with reference to the following:

A. The City and the Consultant entered into that certain Consultant Services Agreement dated as of **June, 15, 2021**, which is incorporated herein by this reference (the “Original Agreement”); and

B. The City and the Consultant desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The Term of the Original Agreement as set forth in Section 2 therein is from **July 1, 2021** to **June 30, 2024**. This First Amendment does extend the overall Term from July 1, 2024 to June 30, 2026.

3. Revised Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of One Hundred and Thirty Thousand Dollars and Zero Cents (\$130,000.00).

Section 3 of the Original Agreement is hereby amended to provide for a decrease of **Fifty Thousand Dollars and Zero Cents (\$50,000.00)** so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed **Eighty Thousand Dollars and Zero Cents (\$80,000.00)** per Fiscal Year without the prior authorization of the City, subject to the rates described in the March 9, 2024 contract extension rate schedule attached hereto as Exhibit “A.”

4 Integration. This First Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.

“CONSULTANT”

Iteris, Inc.



By: _____

Printed Name: Steven Bradley

Title: Regional Vice President

By: _____

Printed Name: _____

Title: _____

“CITY”

CITY OF DIAMOND BAR

By: _____

Daniel Fox, City Manager

ATTEST:

Kristina Santana, City Clerk

APPROVED AS TO FORM:

Omar Sandoval, City Attorney

***NOTE: If Consultant is a corporation, the City requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

**FIRST AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT**

This First Amendment to Consultant Services Agreement ("First Amendment") is made and entered into as of July 1, 2024, by and between the City of Diamond Bar, a municipal corporation ("City"), and **Kimley Horn, Inc.**, a California corporation (herein referred to as the "Consultant") with reference to the following:

A. The City and the Consultant entered into that certain Consultant Services Agreement dated as of **June, 15, 2021**, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Consultant desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The Term of the Original Agreement as set forth in Section 2 therein is from July 1, 2021 to June 30, 2024. This First Amendment does extend the overall Term from July 1, 2024 to June 30, 2026.

3. Revised Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) per Fiscal Year.

Section 3 of the Original Agreement is hereby amended to provide for an increase of **Fourteen Thousand Dollars and Zero Cents (\$14,000.00)** so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed **Forty Thousand Dollars and Zero Cents (\$40,000.00)** per Fiscal Year without the prior authorization of the City, subject to the rates described in the May 17, 2024 contract extension rate schedule attached hereto as Exhibit "A".

4 Integration. This First Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.



“CONSULTANT”

“CITY”

Kimley Horn, Inc.

CITY OF DIAMOND BAR

By: 
Printed Name: Sri Chakravarthy
Title: Sr. Vice President / P.E. 73629

By: _____
Daniel Fox, City Manager

By: _____
Printed Name: _____
Title: _____

ATTEST:

Kristina Santana, City Clerk

APPROVED AS TO FORM:

Omar Sandoval, City Attorney

***NOTE: If Consultant is a corporation, the City requires the following signature(s):**

-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the

Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR

- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

**FIRST AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT**

This First Amendment to Public Works Agreement ("First Amendment") is made and entered into as of **July 1, 2024**, by and between the City of Diamond Bar, a municipal corporation ("City"), and **Fehr & Peers**, a California Corporation (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Public Works Agreement dated as of **June 15, 2021**, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The Term of the Original Agreement as set forth in Section 2 therein is from July 1, 2021 to June 30, 2024. This First Amendment does extend the overall Term from July 1, 2024 to June 30, 2026.

3. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of Forty Thousand Dollars and Zero Cents (\$40,000) and shall not exceed Forty Thousand Dollars and Zero Cents (\$40,000) per Fiscal Year without the prior authorization of the City, subject to the rates described in the March 1, 2024 contract extension rate schedule attached hereto as Exhibit "A".

4. Integration. This First Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.

"CONTRACTOR"

"CITY"

Fehr & Peers

CITY OF DIAMOND BAR

Steve Brown
 *By: _____
 Printed Name: Steven J. Brown, PE
 Title: Senior Vice President

By: _____
Daniel Fox, City Manager

Lysa Wollard
 *By: _____
 Printed Name: Lysa Wollard
 Title: Chief Financial Officer

ATTEST:

Kristina Santana, City Clerk

APPROVED AS TO FORM:

Omar Sandoval, City Attorney

***NOTE: If Contractor is a corporation, the City requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.



LETTER OF INTENT

TO PROVIDE ON-CALL SUPPORT TO CITY OF DIAMOND BAR

Fehr & Peers is very pleased to continue supporting the City of Diamond Bar in providing on-call transportation planning/engineering services and renew our current on-call contract with the City for next two years (July 2024 to June 2026). Similar to the services we provided to the City previously, we will respond to City's requests and provide transportation services on a time and materials basis. We assume the on-call services will include but are not limited to the following tasks:

- Represent the City's interest in reviewing transportation and land use development projects. This may include reviewing the traffic studies and design plans and participating in project-related meetings per City's request.
- Assist the City to prepare planning studies or design documents/plans related to traffic safety, traffic calming, and other related areas. This may include attending meetings with other project stakeholders such as LA Metro and Caltrans.
- Prepare a Report Card to monitor the changes in transportation system performance for the City of Diamond Bar streets.
- Provide assistance at City Council Study Session meetings as needed. This may include preparing presentation materials and attending the meetings.
- Other transportation planning/engineering services per City's request.

A handwritten signature in black ink, appearing to read 'Anna Luo'.

Anna Luo, P.E.
Principal

Fehr & Peers

March 1, 2024



Hourly Billing Rates

Classification	Hourly Rate		
Principal	\$250.00	-	\$380.00
Senior Associate	\$210.00	-	\$310.00
Associate	\$185.00	-	\$275.00
Senior Engineer/Planner	\$160.00	-	\$235.00
Engineer/Planner	\$130.00	-	\$200.00
Senior Engineering Technician	\$150.00	-	\$225.00
Senior Project Accountant	\$170.00	-	\$210.00
Senior Project Coordinator	\$130.00	-	\$215.00
Project Coordinator	\$115.00	-	\$175.00
Technician	\$120.00	-	\$185.00
Intern	\$100.00	-	\$135.00

- *Personal auto mileage is reimbursed at the then current IRS approved rate (67 cents per mile as of Jan 2024).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

OC22-0927.02 Diamond Bar On Call FYear 072024-06302026

Final Audit Report

2024-05-30

Created:	2024-05-30
By:	Sandra Hyatt (S.hyatt@fehrandpeers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIuTN6wfA2KAAJJBB_io4FPVj8Lo4halz

"OC22-0927.02 Diamond Bar On Call FYear 072024-06302026" History

-  Document created by Sandra Hyatt (S.hyatt@fehrandpeers.com)
2024-05-30 - 4:19:43 PM GMT- IP address: 161.199.36.53
-  Document emailed to Steve Brown (s.brown@fehrandpeers.com) for signature
2024-05-30 - 4:20:59 PM GMT
-  Email viewed by Steve Brown (s.brown@fehrandpeers.com)
2024-05-30 - 4:23:12 PM GMT- IP address: 104.28.85.113
-  Document e-signed by Steve Brown (s.brown@fehrandpeers.com)
Signature Date: 2024-05-30 - 4:23:36 PM GMT - Time Source: server- IP address: 107.119.53.123
-  Document emailed to Lysa Wollard (l.wollard@fehrandpeers.com) for signature
2024-05-30 - 4:23:37 PM GMT
-  Email viewed by Lysa Wollard (l.wollard@fehrandpeers.com)
2024-05-30 - 4:55:09 PM GMT- IP address: 104.47.59.254
-  Document e-signed by Lysa Wollard (l.wollard@fehrandpeers.com)
Signature Date: 2024-05-30 - 4:55:18 PM GMT - Time Source: server- IP address: 68.65.68.25
-  Agreement completed.
2024-05-30 - 4:55:18 PM GMT





949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

May 29, 2024

Mr. Christian Malpica
City of Diamond Bar
21810 Copley Drive, 2nd Floor
Diamond Bar, CA 91765

RE: Request for Contract Extension – On-call Traffic Engineering Services

Dear Christian,

Iteris, Inc. (Iteris) has been pleased to provide on-call traffic engineering services to the City of Diamond Bar (City). According to the “Consulting Services Agreement” dated June 14, 2021, our contract is going to expire on June 30, 2024. Therefore, I am writing to request for additional two (2) years contract extension through end of City’s Fiscal Year 25/26 or June 30, 2026, so we can continue to provide quality traffic engineering services to the City.

Our scope of work is to provide traffic engineering services to the City on an as-needed basis, including but are not limited to, the following:

- Monitor and fine-tune traffic signal timing citywide
- Respond to City’s request to check and/or adjust signal timing
- Perform troubleshooting of Citywide ITS system (e.g. communications, CCTV, etc.)
- Perform plan checking of traffic engineering plans prepared by others
- Review traffic impact or parking studies prepared by others

Our estimated annual not-to-exceed fee to provide the services described above is \$80,000.

The following are the standard rates that will be in effect for the remainder of this two-year contract extension for general staff categories. These rates reflect a 3.9% escalation from our current rates per latest Consumer Price Index (CPI):

Classification	Min Billing Rate	Max Billing Rate
Support Staff	\$149	\$182
Assistant Engineer/Planner	\$126	\$140
Associate Engineer/Planner	\$140	\$168
Engineer/Planner	\$176	\$242
Senior Engineer/Planner/Manager	\$240	\$270
Associate VP/Principal/Director I	\$257	\$341
Associate VP/Principal/Director II	\$335	\$373
VP/Chief Scientist	\$367	\$401



949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

Standard Terms and Conditions

- Billings will be monthly at the individual Categories and Maximum Rates for the persons actually performing the work during the performance period and are subject to annual adjustments.
- Expenses will be billed at cost plus 10 percent for services and handling. Expenses include project-related costs, such as subcontractor services, traffic counts, postage/delivery service, reproduction, transportation, and subsistence.
- All mileage rates will be based upon IRS standard rates

If this request is approved, please send me an official approval letter or Contract Amendment for our records.

Thank you very much for the opportunity to serve the City on various traffic engineering tasks. Please feel free to call me at 949-270-9633 should you have any questions.

Sincerely,
Iteris, Inc.

A handwritten signature in black ink, appearing to read "Bernard", written over a light blue horizontal line.

Bernard K. Li, EE, TE, PTOE
Vice President
Mobility Professional Services



May 17, 2024

Christian Malpica
Associate Engineer
Public Works/Engineering Department
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765

Re: Request for Extension of Professional On-Call Traffic and Transportation Engineering Services Contract Agreement

Dear Mr. Malpica:

Kimley-Horn and Associates, Inc. ("KHA" or "Consultant") is pleased to submit this letter agreement to the City of Diamond Bar ("Client") to extend our current 3-year On-Call Traffic and Transportation Engineering contract, dated July 1, 2021, which expires on June 30, 2024, for one additional 2-year term, subject to the same terms and conditions.

We appreciate the opportunity to continue to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Sri Chakravarthy, P.E., T.E.
Vice President
P.E. No.: 73629

Sowmya Chandrasekhar, P.E., T.E., P.T.O.E.
Project Manager
P.E. No.: 83100

Attachment: Kimley-Horn and Associates, Inc. - Hourly Labor Rate Schedule

SIGNED: _____

PRINTED NAME: _____

TITLE: _____



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$157.87
Professional I	\$171.83
Professional II	\$200.46
Professional III	\$233.63
Sr Professional I	\$249.94
Sr Professional II	\$269.19
Sr Professional III	\$277.83
Sr Support	\$148.91
Support Staff	\$113.67

Rates effective 7/1/2024-3/31/2025

Subject to adjustment thereafter



LETTER OF INTENT

TO PROVIDE ON-CALL SUPPORT TO CITY OF DIAMOND BAR

Fehr & Peers is very pleased to continue supporting the City of Diamond Bar in providing on-call transportation planning/engineering services and renew our current on-call contract with the City for next two years (July 2024 to June 2026). Similar to the services we provided to the City previously, we will respond to City's requests and provide transportation services on a time and materials basis. We assume the on-call services will include but are not limited to the following tasks:

- Represent the City's interest in reviewing transportation and land use development projects. This may include reviewing the traffic studies and design plans and participating in project-related meetings per City's request.
- Assist the City to prepare planning studies or design documents/plans related to traffic safety, traffic calming, and other related areas. This may include attending meetings with other project stakeholders such as LA Metro and Caltrans.
- Prepare a Report Card to monitor the changes in transportation system performance for the City of Diamond Bar streets.
- Provide assistance at City Council Study Session meetings as needed. This may include preparing presentation materials and attending the meetings.
- Other transportation planning/engineering services per City's request.

A handwritten signature in black ink, appearing to read 'Anna Luo'.

Anna Luo, P.E.
Principal

Fehr & Peers

March 1, 2024



Hourly Billing Rates

Classification	Hourly Rate		
Principal	\$250.00	-	\$380.00
Senior Associate	\$210.00	-	\$310.00
Associate	\$185.00	-	\$275.00
Senior Engineer/Planner	\$160.00	-	\$235.00
Engineer/Planner	\$130.00	-	\$200.00
Senior Engineering Technician	\$150.00	-	\$225.00
Senior Project Accountant	\$170.00	-	\$210.00
Senior Project Coordinator	\$130.00	-	\$215.00
Project Coordinator	\$115.00	-	\$175.00
Technician	\$120.00	-	\$185.00
Intern	\$100.00	-	\$135.00

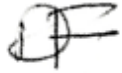
- *Personal auto mileage is reimbursed at the then current IRS approved rate (67 cents per mile as of Jan 2024).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

Agenda #: 5.15
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **FIFTH AMENDMENT TO SERVICES AGREEMENT WITH TRANE U.S INC. FOR MECHANICAL AND BUILDING AUTOMATION SYSTEM PREVENTATIVE MAINTENANCE AND REPAIR SERVICES THROUGH JUNE 30, 2025.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Fifth Amendment to the Maintenance Services Agreement with Trane U.S. Inc. dba Trane through June 30, 2025.

FINANCIAL IMPACT:

The total not-to-exceed amount for FY 2024/25 would be \$75,535.30, including \$55,068.95 for scheduled preventative maintenance and \$20,466.35 for as-needed services and repairs. Sufficient funds are included in the amount of \$75,535.30 in the Fiscal Year 2024/25 Operating Budget to cover the cost of such services. This includes the vendor's request for a CPI increase of 3.9% pursuant to the Original Agreement.

BACKGROUND/DISCUSSION:

Over the years, the City has upgraded a number of its mechanical and building automation systems (BAS) with new Trane equipment. The current systems provide a more consistent environment in the facilities and a comprehensive method to manage our energy consumption. Preventative maintenance is a cornerstone in managing mechanical equipment's repair cost, efficiency, and life expectancy. This amendment will continue our comprehensive preventative maintenance program for all City facilities while ensuring all current warranties remain in place.

The City currently has three facilities that have building automation systems in place, which provide staff with the ability to remotely monitor the mechanical operations of the

seventeen (17) pieces of equipment and to make changes to schedules, setpoints, airflow, and temperature to optimize the overall efficiency of the systems.

The initial term of the Original Agreement entered into on June 18, 2019, was from July 1, 2019, to June 30, 2020. Consistent with Section 2 of the Original Agreement, Term of Agreement, the City Council has the option to extend the Agreement for up to five (5), one (1) year additional terms. This proposed extension represents the Fifth Amendment through June 30, 2025.

LEGAL REVIEW:

The City Attorney has reviewed and approved the amended Agreement as to form.

PREPARED BY:

Jason Williams

Jason Williams, Maintenance Supervisor 6/18/2024

REVIEWED BY:

Hal Ghafari

Hal Ghafari, Public Works Manager, Asst. City Engineer

6/5/2024

Jason Jacobsen

Jason Jacobsen, Finance Director

6/10/2024

Attachments:

1. 5.15.a Fifth Amendment to Maintenance Services Agreement with Trane (BAS) for FY 2024/25

FIFTH AMENDMENT TO MAINTENANCE SERVICES AGREEMENT

This Fifth Amendment to Maintenance Services Agreement ("Fifth Amendment") is made and entered into as of June 18, 2024, by and between the City of Diamond Bar, a municipal corporation ("City"), and Trane U.S. Inc. dba Trane (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Maintenance Services Agreement dated as of June 18, 2020, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor entered into the First Amendment dated as of - June 16, 2020, Second Amendment dated as of June 15, 2021, Third Amendment dated as of July 19, 2022 and Fourth Amendment as of July 18, 2023, which are incorporated herein by this reference ("First, Second Third & Fourth Amendment"), which First, Second, Third & Fourth Amendments and Original Agreement collectively are referred to herein as the "Agreement";

C. The City and the Contractor desire to amend the Agreement as provided herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The Term of the Agreement as amended by the Fourth Amendment is from July 1, 2023 to June 30, 2024. This Fifth Amendment extends the term from July 1, 2024 to June 30, 2025.

3. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement, was the sum of forty-five thousand seventy-six dollars (\$45,076) per fiscal year. The First Amendment amended Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of sixty-five thousand dollars (\$65,000) per fiscal year. The Second Amendment amended Section 3 of the First Amendment to provide for a total not-to-exceed compensation in the sum of sixty-six thousand six hundred twenty-five dollars (\$66,625) for fiscal year 2021-2022. The Third Amendment amended Section 3 of the Second Amendment to provide for a total not-to-exceed compensation in the sum of seventy thousand six hundred sixty-four dollars (\$70,664) for fiscal year 2022-2023. The Fourth Amendment amended Section 3 of the Third Amendment to provide not-to-exceed compensation in the sum of seventy-two thousand seven hundred dollars (\$72,700) for fiscal year 2023-2024. Section 3 of the Fourth Amendment is hereby amended to provide for a 3.9% CPI increase of two thousand eight hundred thirty-five dollars and thirty cents (\$2,835.30) so that the total not-to-exceed compensation, as amended by this Fifth Amendment shall not exceed seventy-five

1450826.1

thousand five hundred thirty-five dollars and thirty cents (\$75,535.30) for fiscal year July 1, 2024 through June 30, 2025 without the prior authorization of the City

4. Integration. This Fifth Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Fifth Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Fifth Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Fifth Amendment shall control.

IN WITNESS hereof, the parties enter into this Fifth Amendment on the year and day first above written.

“CONTRACTOR”

Trane U.S. Inc. dba Trane

*By: _____
 Printed Name: _____
 Title: _____

*By: _____
 Printed Name: _____
 Title: _____

“CITY”

CITY OF DIAMOND BAR

By: _____
 Dan Fox, City Manager

ATTEST:

 Kristina Santana, City Clerk

APPROVED AS TO FORM:

 Omar Sandoval, City Attorney

NOTE: If Contractor is a corporation, the City requires the following signature(s):

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.



Trane U.S. Inc.
3253 East Imperial Hwy.
Brea, CA 92821
Phone: (714) 983-0505

TRANE SERVICE AGREEMENT RENEWAL PRICING & ACCEPTANCE

May 6, 2024

Attention: Jason Williams

Cell: 909-518-4841

Direct: 909-839-7059

Email: jwilliams@diamondbarca.gov

**Diamond Bar – Pantera Park
Diamond Bar – Heritage Park
Diamond Bar – City Hall
Diamond Bar – Community Center**

Thank you for the opportunity to be of service. We are pleased to offer our renewal of **Mechanical, BAS, and Building Performance Services** which will expire on **June 30th, 2024**. We are proposing extending this agreement for a term of **1 year**. The adjusted Service Fee for the renewal term is provided below:

Location	Annual Price (2023-2024)	Annual Price (2024-2025)	(2024-2025) Quarterly Payments	CPI Adjustment
Pantera Park	\$3,427.35	\$3,561.02	\$890.25	\$133.67
Heritage Park	\$10,501.02	\$3,615.49	\$903.87	\$135.71
City Hall	\$17,467.78	\$22,788.39	\$5,697.10	\$855.39
Community Center	\$20,527.10	\$25,104.01	\$6,276.00	\$942.31

Note: 2024-2025 adjusted scope listed below.

☐ A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance. Invoice would be issued at start of contract and is due net-15 days from date of invoice. **Please check the box for this option.**

2023-2024 Contract Total	2024-2025 Contract Total	Quarterly Payments	Total CPI Adjustment
\$51,923.25	\$55,068.90	\$13,767.23	\$2,067.07

This agreement is effective from July 1st, 2024 through June 30th, 2025. Termination of this agreement by either party may be given in writing at least 30 days prior to the end of the anniversary date. On the anniversary of the effective date, the price herein may be adjusted to reflect Trane's increased/decreased costs, notice of which will be given to you at least 30 days prior to the anniversary date.

Contracts

Pantera Park Contract #2233 (Proposal ID: 2724449)

Heritage Park Contract #2134 (Proposal ID: 2724499)

City Hall Contract #2135 (Proposal ID: 2724561)

Community Center Contract #2136 (Proposal ID: 2724577)

Scope of Service

The Scope of Service for the new agreement period for the mechanical scope will remain unchanged but the controls scope will be adjusted to the below scope and BAS coverage for Heritage Park will be removed.

Covered Equipment

Equipment	Model #	Serial #	Location
Carrier Split System	38QRC0C300	2696X28905	Pantera Park
Trane RTU	YCH240E3L0BC	104610745D	Heritage Park
Trane Tracer SC	BMSC000AAA011000	E13C61487	City Hall
Trane Intellipak	SXHKC9040N87	C18H05843	City Hall

Trane Intellipak	SXHKC9040N87	C18H05844	City Hall
Trane Split System	TTA073H40RAA	17082LSCYA	City Hall
Trane Split System	TTA073H40RAA	17113NPRYA	City Hall
Trane Tracer SC	BMSB001AAA000	E14E61412	Community Center
Trane RTU	YHC036A4RMA11	332101034L	Community Center
Trane RTU	YHC036A4RMA11	332101383L	Community Center
Trane RTU	YHC036A4RMA11	332101364L	Community Center
Trane RTU	YHC036A4RMA11	332101337L	Community Center
Trane RTU	YHC036A4RMA11	332101307L	Community Center
Trane RTU	YHC036A4RMA11	332101226L	Community Center
Trane RTU	YHC060A4RMA16	332101235L	Community Center
Trane RTU	YHC060A4RMA16	332101074L	Community Center
Trane RTU	YHC092A4RMA13	332101133L	Community Center
Energy Labs Inc RTU	0301-2329-1	C89126-FR-L	Community Center
Raypack Boiler	H8-0992B	1501392575	Community Center
Fujitsu CRAC Units	AOU12RLS3	QTN014100	Community Center

If you wish to continue with this service, please sign below and return to us for implementation. We value your business and look forward to continuing to serve and contribute to your organization's success.

Submitted by: Lee Ostrander, Account Manager, (818) 253-5823, LOstrander@trane.com

Proposal Dated: May 6, 2024

CUSTOMER ACCEPTANCE

Authorized Representative

Name/Title

Acceptance Date

Purchase Order Number

TRANE ACCEPTANCE

Authorized Representative

Title

Acceptance Date

BAS ADJUSTED SCOPE

As a service partner, Trane puts more knowing behind our doing. Data from your building enables Trane service technicians to focus their time and attention more productively. With analytics running constantly, Trane knows what's working fine, which issues need attention immediately—and which can wait—before our technicians ever enter your building.

BUILDING PERFORMANCE REVIEWS

Building Performance reviews unleashes the power of building data to uncover hidden opportunities for improvement. Using the collected data, Trane building professionals provide recommendations for improvements that are targeted to your business goals. Continued efficient performance and additional gains are ensured through ongoing analysis.

Advantages:

- Identify when HVAC systems or subsystems are operating inefficiently through system-wide assessments
- Optimize HVAC equipment runtime (reducing wear and tear and sustaining efficiency gains) based on the continuous, automated system analytics
- Reduce operational costs and energy consumption by implementing the service actions suggested by Trane building professionals



Expected Outcomes:

- Enables Priority scheduling.
- Bi-Annual remote inspections by Trane Remote Support Technician:
 - Perform Trane remote diagnostics checks and troubleshooting.
- Bi-Annual onsite optimization inspections by Trane Services Technician:
 - Onsite inspections of Trane performance findings.
- Enables 24/7 Data Analytic Monitoring
 - Data trends will be enabled on all connected Trane equipment
- Operator coaching
- Tracer SC software maintenance

SCOPE OF SERVICES — BAS STANDARD INCLUSIONS

Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

CONTROL LOOP TUNING

Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions. The operation of mechanical loop components is verified, as well.

SEQUENCE OF OPERATION VERIFICATION

Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

TRACER DATABASE BACKUP

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of all vital Tracer databases to expedite system recovery and restoration to the last known set-up following a catastrophic event.

SOFTWARE SERVICE PACK UPDATES, SMP RENEWALS AND LICENSING

Included in this agreement will be all Software Maintenance Plans (SMP's) and yearly licensing fees needed for the existing SC. The SMP includes SC+ software version updates (typically 2 per year) and any additional service packs that are released. Having an up to date SMP will keep your SC+ utilizing the most current operational, security, and compatibility features available.

OPERATOR COACHING

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they fully understand how to effectively use the system.

KNOWLEDGE TRANSFER

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Service Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

TERMS AND CONDITIONS – SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment

start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0821)

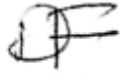
Supersedes 1-26.130-7 (0720)

Agenda #: 5.16
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **SECOND AMENDMENT TO MAINTENANCE SERVICES AGREEMENT
WITH MCE CORP. FOR LANDSCAPE SERVICES THROUGH JUNE
30, 2025.**
STRATEGIC
GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, Second Amendment to the Maintenance Services Agreement with MCE Corporation through June 30, 2025.

FINANCIAL IMPACT:

The annual not-to-exceed amount of the proposed Second Amendment for Fiscal Year 2024/25 will be \$491,550, including the vendor's request for a CPI increase of 3.9%. Sufficient funds in the amount of \$491,550 are included in the Fiscal Year 2024/25 Operating Budget to cover the cost of such services.

BACKGROUND:

MCE Corporation, managed by City staff, has maintained the three Landscape Assessment Districts (LADs) within the City. On June 16, 2020, the City Council approved a three-year agreement with MCE Corporation, to provide landscape maintenance services (Original Agreement). The City Council has the option to extend the agreement for up to three one-year terms. Overall, MCE's performance has met the City's expectations, which is evident in the areas they maintain. Therefore, this second Amendment is proposed to extend the term of the Agreement through June 30, 2025.

LEGAL REVIEW:

The City Attorney has reviewed and approved the amended Agreement as to form.

PREPARED BY:

Jason Williams, Maintenance Supervisor 6/18/2024

REVIEWED BY:

Hal Ghafari, Public Works Manager, Asst. City Engineer

6/5/2024



Jason Jacobsen, Finance Director

6/10/2024

Attachments:

1. 5.16.a Second Amendment to Maintenance Services Agreement (LLADs) with MCE Corp. for FY 2024/25

SECOND AMENDMENT TO MAINTENANCE SERVICES AGREEMENT

This Second Amendment to Maintenance Services Agreement (“Second Amendment”) is made and entered into as of June 18, 2024, by and between the City of Diamond Bar, a municipal corporation (“City”), and MCE Corporation (herein referred to as the “Contractor”) with reference to the following:

A. The City and the Contractor entered into that certain Maintenance Services Agreement dated as of June 16, 2020, which is incorporated herein by this reference (the “Original Agreement”); and

B. The City and the Contractor entered into the First Amendment dated as of - June 20, 2023, which is incorporated herein by this reference (“First Amendment”), which First Amendment and Original Agreement collectively are referred to herein as the “Agreement”);

C. The City and the Contractor desire to amend the Agreement as provided herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The Term of the Agreement as amended by the First Amendment is from July 1, 2023 to June 30, 2024. This Second Amendment extends the term from **July 1, 2024 to June 30, 2025**.

3. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement, was the sum of **four hundred twelve thousand eight hundred twenty-nine dollars and forty cents** (\$412,829.40) per fiscal year. The First Amendment amended Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of **four hundred seventy-three thousand one hundred dollars** (\$473,100) per fiscal year. The Second Amendment amended Section 3 of the First Amendment to provide for a total not-to-exceed compensation in the sum of **four hundred ninety-one thousand five hundred fifty dollars** (\$491,550) for fiscal year 2024-2025 without the prior authorization of the City

4. Integration. This Second Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all prior negotiations between the parties with respect hereto. This Second Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment shall

1450826.1

control.

IN WITNESS hereof, the parties enter into this Second Amendment on the year and day first above written.

"Contractor"

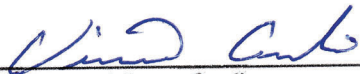
MCE Corporation

*By: 
 Printed Name: Jeff Core
 Title: President & CEO

"City"

CITY OF DIAMOND BAR

By: _____
 Dan Fox, City Manager

*By: 
 Printed Name: Vince Cudia
 Title: Director of Operations- Maintenance

ATTEST:

 Kristina Santana, City Clerk

APPROVED AS TO FORM:

 Omar Sandoval, City Attorney

***NOTE: If Contractor is a corporation, the City requires the following signature(s):**

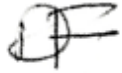
- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

Agenda #: 5.17
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **THIRD AMENDMENT TO MAINTENANCE SERVICES AGREEMENT
WITH PARKWOOD LANDSCAPE MAINTENANCE, INC. FOR
LANDSCAPE SERVICES THROUGH JUNE 30, 2025.**
STRATEGIC
GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Third Amendment to the Maintenance Services Agreement with Parkwood Landscape Maintenance, Inc. through June 30, 2025.

FINANCIAL IMPACT:

The annual not-to-exceed amount of the proposed Third Amendment for Fiscal Year 2024/25 will be \$460,130, including the vendor's request for a CPI increase of 3.4% pursuant to the Original Agreement. Sufficient funds in the amount of \$460,130 are included in the Fiscal Year 2024/25 Operating Budget to cover the cost of such services.

BACKGROUND/DISCUSSION:

Parkwood Landscape Maintenance, managed by City staff, has maintained thirteen (13) City-owned-or-maintained parks and facilities. On June 15, 2021, the City Council approved a one-year agreement with Parkwood Landscape Maintenance, Inc. to provide landscape maintenance services (Original Agreement). Per the Original Agreement, the City Council has the option to extend the agreement for up to five years, in increments of no less than one year. Overall, Parkwood's performance has met the City's expectations, and this is evident in the City facilities they maintain. Therefore, this Third Amendment is proposed to extend the term of the Agreement through June 30, 2025.

LEGAL REVIEW:

The City Attorney has reviewed and approved the amended Agreement as to form.

PREPARED BY:

Jason Williams

Jason Williams, Maintenance Supervisor 6/18/2024

REVIEWED BY:

Hal Ghafari

Hal Ghafari, Public Works Manager, Asst. City Engineer

6/5/2024

Jason Jacobsen

Jason Jacobsen, Finance Director

6/10/2024

Attachments:

1. 5.17.a Third Amendment to Maintenance Services Agreement with Parkwood for FY 2024/25

**THIRD AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT**

This Third Amendment to Maintenance Services Agreement ("Third Amendment") is made and entered into as of June 18, 2024, by and between the City of Diamond Bar, a municipal corporation ("City"), and Parkwood Landscape Maintenance, Inc. (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Maintenance Services Agreement dated as of June 15, 2021, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor entered into that certain Second Amendment dated as of June 20, 2023, which is incorporated herein by this reference ("Second Amendment"), which Second Amendment and Original Agreement collectively are referred to herein as (the "Agreement");

C. The City and the Contractor desire to amend the Agreement as provided herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The Term of the Original Agreement as amended by the Second Amendment is from July 1, 2023 to June 30, 2024. This Third Amendment extends the term from July 1, 2024 to June 30, 2025.

3. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Agreement is hereby amended to provide for a 3.4% CPI increase of Fifteen Thousand One Hundred Thirty Dollars (\$15,130) so that the total not-to-exceed compensation, as amended by this Third Amendment shall not exceed Four Hundred Sixty Thousand One Hundred Thirty Dollars (\$460,130) for fiscal year July 1, 2024 through June 30, 2025 without the prior authorization of the City.

4. Integration. This Third Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Third Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Third Amendment shall control.

IN WITNESS hereof, the parties enter into this Third Amendment on the year and day first above written.

“CONTRACTOR”

Parkwood Landscape Maintenance Inc.

DocuSigned by:
David Melito 5/30/2024
*By: 23A03BE13A964B4...
Printed Name: David L. Melito
Title: David Melito, President

“CITY”

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Kristina Santana, City Clerk

APPROVED AS TO FORM:

Omar Sandoval, City Attorney

***NOTE:** *If Contractor is a corporation, the City requires the following signature(s):*

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

**Parkwood**

16443 Hart Street
Van Nuys, California 91406

Telephone: 818 988 9677
Fax: 818 988 4934

March 19, 2024

Mr. Jason Williams
City of Diamond Bar
21810 Copley Dr.
Diamond Bar, CA 91765

Re: City of Diamond Bar
CPI Increase

Dear Jason:

Please find outlined below our proposed price increase for Landscape Maintenance services at the City of Diamond Bar for option years effective 7/1/2024 - 6/30/2025. The current CPI is at 3.4% which indicates an increase in the cost of labor and other materials.

- Current Contract Price: \$410,492.74/yr.
- CPI Index: 3.4%
- New Contract Price: \$424,449.49/yr.

Should you have any questions or need additional information, please contact me.

Sincerely,
PARKWOOD LANDSCAPE MAINTENANCE, INC.

David L. Melito
President

DLM:va

Attachments(2)

The energy index increased 2.0 percent over the month. The increase was mainly due to higher prices for gasoline (3.1 percent). Prices for natural gas service rose 3.0 percent, while prices for electricity were unchanged for the same period.

Energy prices fell 0.9 percent over the year, largely due to lower prices for natural gas service (-24.4 percent). Prices paid for electricity increased 5.1 percent, and prices for gasoline advanced 0.9 percent during the past year.

All items less food and energy

The index for all items less food and energy advanced 0.4 percent in February. Higher prices for medical care (2.7 percent) and shelter (0.6 percent) were partially offset by lower prices for apparel (-5.3 percent) and household furnishings and operations (-1.8 percent).

Over the year, the index for all items less food and energy advanced 3.8 percent. Components contributing to the increase included shelter (5.3 percent) and medical care (2.9 percent). Partly offsetting the increases were price decreases in new and used motor vehicles (-1.1 percent) and household furnishings and operations (-1.1 percent).

Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2020		2021		2022		2023		2024	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.8	3.1	0.2	0.9	1.1	7.5	1.9	5.8	1.0	2.5
February	0.3	3.4	0.4	1.0	0.3	7.4	-0.3	5.1	0.5	3.4
March	-0.7	1.9	0.5	2.2	1.5	8.5	0.1	3.7		
April	-0.3	0.7	1.1	3.6	0.5	7.9	0.7	3.8		
May	0.4	0.9	0.6	3.9	0.8	8.0	0.1	3.2		
June	0.5	1.4	0.6	4.0	1.1	8.6	0.5	2.5		
July	0.6	1.9	0.6	3.9	-0.2	7.7	0.0	2.7		
August	0.1	2.0	0.2	4.0	0.1	7.6	0.7	3.3		
September	-0.3	1.2	0.3	4.6	0.5	7.8	0.3	3.2		
October	0.2	0.7	0.9	5.4	0.6	7.5	-0.1	2.4		
November	0.1	1.0	0.6	6.0	-0.8	6.0	-0.4	2.8		
December	-0.2	1.5	0.4	6.6	-0.6	4.9	0.0	3.5		

The March 2024 Consumer Price Index for the Los Angeles area is scheduled to be released on April 10, 2024.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at www.bls.gov/cpi/ and the CPI section of the BLS Handbook of Methods available on the Internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Los Angeles-Long Beach-Anaheim, CA metropolitan area includes Los Angeles and Orange Counties in California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: 202-691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

Los Angeles-Long Beach-Anaheim (1982-84=100 unless otherwise noted)

Item and Group	Indexes				Percent change from-		
	Historical data	Dec. 2023	Jan. 2024	Feb. 2024	Feb. 2023	Dec. 2023	Jan. 2024
Footnotes (1) Indexes on a December 1977=100 base. (2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator. (3) Indexes on a December 1982=100 base. (4) Special index based on a substantially smaller sample. (5) Indexes on a December 1993=100 base. (6) Indexes on a December 1997=100 base. - Data not available NOTE: Index applies to a month as a whole, not to any specific date.							



15415 Marquardt Avenue
Santa Fe Springs, CA 90670
800.352.3870
target-specialty.com

February 09, 2023

To: David Melito

Re: Chemical and fertilizer price increases.

There have been unprecedented price increases in the agrichemical industry in the last six months. This includes both chemicals and fertilizers. There are many factors that have created the current situation. Much of the fertilizer we use today is imported in from Russia. Yara being one company that 100% of their material came in from Russia now has no material available. One of the base materials for many of our fertilizer blends is urea. Between November of 2021 and March 1st the wholesale price of urea has gone up over 95%. One of the other main building blocks of blended fertilizers is MAP. MAP has increased in cost over 50% since November of 2021. What has made the fertilizer market more challenging is that much of the fertilizer is driven by the cost of natural gas. The increased cost of natural gas has significantly increased the cost of producing fertilizer. The cost of fuel has had a twofold impact on pricing. First is that the raw goods are now more expensive, and movement of the finished material is more expensive. All these factors combine to produce unprecedented cost increases for fertilizer. On average finished fertilizer cost have increased by 50% since November of 2021. With continued conflict in Russia and Ukraine combined with fuel cost I cannot guarantee that prices will not continue to increase.

You have also noticed a significant increase in the cost of many agricultural chemicals that we use on a regular basis. A great majority of our materials are manufactured in China. With the continued challenges due to the pandemic many of these materials are not being manufactured at all or are being done so at reduced volume. Many of the production facilities were shut down prior to the winter Olympics to help in improving air quality. These two factors have created global shortages of many basic agricultural chemicals that we use. Target was informed late last year that all orders we had in place for glyphosate and gluphosonate would not be guaranteed either a delivery date or a cost associated with the materials. We currently are receiving materials such as Cheetah Pro from orders that were placed in December and January. We are not receiving close to what we have ordered. The cost of both materials has increased by close to 100%. Due to supply chain issues brought about by the pandemic I see no correction to this situation soon. As you have seen the cost of both Roundup and Cheetah Pro have increased almost 100%

Target continues to press the manufacturers for more material and better pricing. With the multitude of challenges our first focus is to secure material and then to continue to obtain the best pricing possible. I will continue to keep you informed regarding the dynamics of product cost and availability.

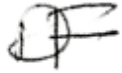
A black and white image of a handwritten signature, which appears to be "David Melito", written in ink on a dark background.

Western Region Sales Manager
Target Specialty Products



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **SECOND AMENDMENT TO ROAD MAINTENANCE SERVICES
AGREEMENT WITH CT&T CONCRETE PAVING, INC. FOR
MAINTENANCE SERVICES THROUGH JUNE 30, 2025.**
STRATEGIC
GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Second Amendment to the Road Maintenance Services Agreement with CT&T Concrete Paving, Inc. through June 30, 2025.

FINANCIAL IMPACT:

The total not-to-exceed amount for the Original Agreement was \$600,000. The First Amendment increased the total compensation by \$810,000. This proposed Second Amendment adds \$955,000, bringing the total amended not-to-exceed amount of the Agreement to \$2,365,000. Sufficient funds in the amount of \$955,000 are included in the FY 2024/25 Budget to cover the cost of such services.

BACKGROUND AND ANALYSIS:

On June 21, 2022, the City Council approved the one (1) year contract (Original Agreement) with the option to approve up to six (6) extensions, in increments of no less than one year, upon successfully demonstrating exemplary work performance for road maintenance services with CT&T Concrete Paving Inc. (CT&T).

Overall, CT&T's performance has met the City's expectations. Therefore, a Second Amendment is proposed to extend the Agreement term through June 30, 2025.

Pursuant to the Agreement, a 3.9% unit price increase was negotiated and applied to the unit prices in the Agreement.

Consistent with the Agreement, the scope of work includes maintenance of asphalt concrete pavement, concrete sidewalks, parking lots, roadway markings, storm drains, parkway drains, block walls, and emergency call-outs. The work will be directed by staff on an as-needed basis within the budgeted resources available. The agreement is based on unit prices, and CT&T will be paid for the actual quantity of each line item performed as measured in the field during construction. Each unit price includes all labor, material, equipment, overhead, and profit attributable to that scope of work.

LEGAL REVIEW:

The City Attorney has reviewed and approved the amended Agreement as to form.

PREPARED BY:

Jason Williams

Jason Williams, Maintenance Supervisor 6/18/2024

REVIEWED BY:

Hal Ghafari

Hal Ghafari, Public Works Manager/Asst. City Engineer

6/5/2024

Jason Jacobsen

Jason Jacobsen, Finance Director

6/10/2024

Attachments:

1. 5.18.a Second Amendment to Maintenance Services Agreement with CT&T Concrete Paving, Inc. (FY 2024/25)

**SECOND AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT**

This Second Amendment to Maintenance Services Agreement ("Second Amendment") is made and entered into as of June 18, 2024, by and between the City of Diamond Bar, a municipal corporation ("City"), and CT&T Concrete Paving Inc. (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Maintenance Services Agreement dated as of June 21, 2022, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor entered into that certain First Amendment dated as of June 20, 2023, which is incorporated herein by this reference and are along with the Original Agreement, collectively referred to herein as the "Agreement"; and

C. The City and the Contractor desire to amend the Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Term. The Term of the Original Agreement as set forth in Section 2 therein is from June 21, 2022 to June 30, 2023. The First Amendment extended the term through June 30, 2024. This Second Amendment extends the Term up to and including June 30, 2025.

3. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum **six hundred thousand dollars** (\$600,000). The First Amendment increased the total compensation by \$810,000. Section 3 of the Original Agreement is hereby amended to provide for an increase of nine hundred fifty-five thousand dollars (\$955,000) per fiscal year so that the total not-to-exceed compensation, as amended by this Second Amendment shall not exceed nine hundred fifty-five thousand dollars (\$955,000) in fiscal year 2024-2025 without the prior authorization of the City.

4. Integration. This Second Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all prior negotiations between the parties with respect hereto. This Second Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Second Amendment shall control.

IN WITNESS hereof, the parties enter into this Third Amendment on the year and day first above written.

“CONTRACTOR”

CT&T Concrete Paving, Inc.

DocuSigned by:
 5/21/2024
 By: E9DE56628A1E498
 Printed Name: Jose Carvajal
 Title: President

DocuSigned by:
 5/22/2024
 By: 00BC8751311149A
 Printed Name: Jackie Carvajal
 Title: Treasurer

“CITY”

CITY OF DIAMOND BAR

By: _____
 Dan Fox, City Manager

ATTEST:

 Kristina Santana, City Clerk

APPROVED AS TO FORM:

 Omar Sandoval, City Attorney

***NOTE:** *If Contractor is a corporation, the City requires the following signature(s):*

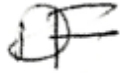
- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

Agenda #: 5.19
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **CONTINUED PARTICIPATION IN THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE TO PURCHASE JANITORIAL SUPPLIES FOR CITY FACILITIES.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Adopt Resolution No. 2024-26 authorizing participation in the National Intergovernmental Purchasing Alliance to purchase janitorial supplies for City Facilities in the not-to-exceed amount of \$65,000 for Fiscal Year 2024/25.

FINANCIAL IMPACT:

Sufficient funds for the purchase of sanitary supplies are included in the Fiscal Year 2024/25 Operating Budget for the Civic Center, Diamond Bar Center, and various Parks totaling \$65,000.

BACKGROUND/ANALYSIS:

The City's purchasing ordinance, codified in Chapter 3.24 of the Diamond Bar Municipal Code, generally requires the use of formal bidding procedures for the procurement of goods and services that cost in excess of \$45,000. Section 3.24.090(f) provides an exception as follows: *"When supplies, personal property, services or equipment can be more efficiently or more cost efficient obtained through a cooperative purchasing program with a federal, state, county, local or other government purchasing program. Such purchases through a cooperative purchasing program shall be authorized by resolution of the City Council."*

The City has been using Waxie Sanitary Supply for janitorial supplies at the City facilities. Waxie provides high-quality products and years of responsive customer service that staff has come to rely on. On February 17, 2015, the City Council authorized the use of the National Intergovernmental Purchasing Alliance (NIPA),

currently part of OMNIA Partners - Public Sector, for purchases of Waxie products for the Fiscal Year 2014/15. Subsequently, the City Council has authorized the use of NIPA for the procurement of Waxie products every year since. Staff is seeking authorization for continued use of the NIPA for purchases of Waxie products.

It is recommended that the City forgo its separate bidding process and utilize the bidding process conducted by the City of Tucson, Arizona, which served as the Principal Procurement Agency (lead agency) for the NIPA, and negotiated a contract with Network Services Company to obtain discounted pricing for about 1,400 Waxie products. These products may be purchased under the agreement by members of the NIPA, including the City of Diamond Bar, from Waxie Sanitary Supply as the local distributor for the Network Services Company. The NIPA is an intergovernmental cooperative purchasing alliance that procures contracted goods and services through a Request for Proposal (RFP) competitive solicitation process conducted by a public agency/governmental entity. The procurement process employed by the NIPA includes the following:

1. The lead agency prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e., "piggyback") contract usage.
2. The lead agency issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences and/or meetings.
3. Interested suppliers respond to the solicitation.
4. The lead agency evaluates the responses, negotiates the final terms and conditions, and ultimately awards the master agreement.

The NIPA procurement process is similar to the City's formal bidding procedures, which makes master agreements appropriate for "piggybacking" for purchases of Waxie products included in the City of Tucson and Network Services Company master agreement.

The City's Purchasing Ordinance requires that participation in a governmental purchasing program be authorized by Council resolution. The Purchasing Ordinance also requires City Council approval for purchases from a single vendor in a fiscal year in excess of \$45,000. Staff anticipates expenditures of \$65,000 for Waxie products during Fiscal Year 2024/25.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Resolution as to form.

PREPARED BY:



Jason Williams, Maintenance Supervisor 6/18/2024

REVIEWED BY:



Hal Ghafari, Public Works Manager, Asst. City Engineer 5/28/2024



Jason Jacobsen, Finance Director 6/10/2024

Attachments:

1. 5.19.a Resolution No. 2024-26

RESOLUTION NO. 2024-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR AUTHORIZING PARTICIPATION IN THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE TO PURCHASE JANITORIAL SUPPLIES FOR CITY FACILITIES FROM WAXIE SANITARY SUPPLY AS DISTRIBUTOR FOR THE NETWORK SERVICES COMPANY IN THE AMOUNT NOT TO EXCEED \$65,000 DURING FISCAL YEAR 2024/2025.

WHEREAS, the City Council has established a purchasing system for the efficient purchase of supplies, services, personal property and equipment at the lowest cost commensurate with the quality needed and to buy without favor or prejudice; and

WHEREAS, the City Manager, acting in the role of Purchasing Manager, directs and supervises the acquisition of all goods and services under the authority of Diamond Bar Municipal Code Section 3.24.040 (a); and

WHEREAS, Diamond Bar Municipal Code Section 3.24.090(f) authorizes the Purchasing Manager to dispense with formal bidding when, in the opinion of the Purchasing Manager, supplies, personal property, services or equipment can be more efficiently or more cost efficient obtained if acquired on behalf of the city by the state department of general services or other government purchasing program, and the City Council authorizes the "piggyback" procurement by resolution; and

WHEREAS, the Purchasing Manager has determined that certain supplies, materials, personal property and equipment can be more efficiently and more inexpensively obtained if acquired on behalf the City as a participant of the National Intergovernmental Purchasing Alliance, an intergovernmental cooperative purchasing alliance that procures contracted goods and services thorough a request for proposal competitive solicitation process conducted by a public agency/governmental entity; and

WHEREAS, acquisition of any such supplies, materials, personal property or equipment as a participant of a government purchasing program must be authorized by resolution of the City Council; and

WHEREAS, the Purchasing Agent and Purchasing Delegates have evaluated the janitorial products provided by Waxie Sanitary Supply as the local distributor pursuant to a master contract between the City of Tucson, the Network Services Company, and the National Intergovernmental Purchasing Alliance, and have determined that Waxie provides high quality product and responsive customer service, and recommends Waxie Sanitary Supply as the provider of janitorial supplies for City facilities.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Diamond as follows:

Resolution No. 2024-26

1. Certain supplies, materials, personal property and equipment can be more efficiently and more inexpensively obtained if acquired on behalf of the City as a participant of a government purchasing program as opposed to a formal bidding process.
2. Authorizes participation of the City in the National Intergovernmental Purchasing Alliance.
3. Appoints the City Manager of the City to direct and supervise the acquisition of goods and services as a participant in the National Intergovernmental Purchasing Alliance.
4. Authorizes the City Manager or his designee to purchase janitorial supplies for City facilities from Waxie Sanitary Supply as a participant in the National Intergovernmental Purchasing Alliance in the amount not to exceed \$65,000 during Fiscal Year 2024/2025.

PASSED, APPROVED AND ADOPTED this 18th day of June, 2024.

CITY OF DIAMOND BAR

Stan Liu, Mayor

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 18th day of June, 2024, by the following vote:

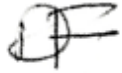
AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Kristina Santana, City Clerk



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **SEVENTH AMENDMENT TO MAINTENANCE SERVICES
AGREEMENT WITH EXTERIOR PRODUCTS CORPORATION FOR
EXTERIOR DECOR & LIGHTING MAINTENANCE THROUGH JUNE
30, 2025.**
STRATEGIC
GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Seventh Amendment to the Maintenance Services Agreement with Exterior Products Corporation through June 30, 2025.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement for Fiscal Year 2024/25 would be \$182,600. Adequate funds are included in the Fiscal Year 2024/25 Public Works & Parks & Recreation Operating Budgets to cover the cost of such services.

BACKGROUND:

Exterior Products has been providing exceptional service and support to the City for over 18 years, starting with the military & special event banner programs. In March of 2016, the City and Exterior Products entered into the current services agreement, which, over time, has been amended to include the following programs and services:

- Military Banners
- Special Event Banners
- USA Flags on Grand Ave.
- Restaurant Week Banners
- Lighting Maintenance & Electrical services
- Holiday Décor & Windmill Holiday Display (Banners & City Hall)
- Windmill Holiday Display & Lighting

ANALYSIS:

During the preparation of the 2024/25 fiscal year operating budget, staff started negotiations with Exterior Products to secure the most competitive pricing for the services they provide. Through this process, staff was able to negotiate a line-item increase for labor of 3.9% (CPI).

The following are estimated program costs for the fiscal year 2024/25:

· Military Banners	\$16,000
· USA Flags on Grand Ave.	\$20,600
· Restaurant Week Banners	\$7,500
· Lighting Maintenance & Electrical services	\$117,900
· Holiday Décor & Windmill Holiday Display (Banners & City Hall)	\$20,600

LEGAL REVIEW:

The City Attorney has reviewed and approved the amended Agreement as to form.

PREPARED BY:

Jason Williams

Jason Williams, Maintenance Supervisor 6/18/2024

REVIEWED BY:

Hal Ghafari

Hal Ghafari, Public Works Manager/Asst. City Engineer

5/30/2024

Jason Jacobsen

Jason Jacobsen, Finance Director

6/10/2024

Attachments:

1. 5.20.a Seventh Amendment to Agreement with Exterior Products (FY 2024/25)

**SEVENTH AMENDMENT
TO
VENDOR SERVICES AGREEMENT**

This Seventh Amendment to Vendor Services Agreement ("Seventh Amendment") is made and entered into as of July 18, 2024, by and between the City of Diamond Bar, a municipal corporation ("City"), and Exterior Products Corporation, a California corporation (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Vendor Services Agreement dated as of March 1, 2016, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor entered into the First Amendment dated as of August 21, 2018, Second Amendment dated as of June 18, 2019, Third Amendment dated as of June 16, 2020, Fourth Amendment as of June 15, 2021, Fifth Amendment as of June 21, 2022, Sixth Amendment as of July 20, 2023 which are incorporated herein by this reference ("First, Second, Third, Fourth, Fifth & Sixth Amendment"), which First, Second, Third, Fourth, Fifth & Sixth Amendments and Original Agreement collectively are referred to herein as the "Agreement";

C. The City and the Contractor desire to amend the Agreement as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Revised Scope of Services. The Scope of Services, Exhibit "A" to the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. Term. The Term of the Original Agreement as set forth in Section 2 therein is from February 16, 2016 to June 30, 2019. The Second Amendment extended the Term up to and including June 30, 2020. The Third Amendments extended the Term up to and including June 30, 2021. The Fourth Amendments extended the Term up to and including June 30, 2022. The Fifth Amendments extended the Term up to and including June 30, 2023. The Sixth Amendment extended the Term up to and including June 30, 2024. This Seventh Amendment shall extend the Term up to and including June 30, 2025.

4. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement, was the sum of Fifty Thousand Dollars (\$50,000) per fiscal year. The First Amendment amended Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of One Hundred Fifteen Thousand Nine Hundred Dollars (\$115,900) per fiscal year. The Second Amendment amended Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of Fifty-Eight Thousand Nine Hundred Dollars (\$58,900) for fiscal year 2019-2020. The Third Amendment

amended of the Original Agreement to provide for a total not-to-exceed compensation in the sum of Fifty-Nine Thousand Dollars (\$59,000) for fiscal year 2020-2021. The Fourth Amendment amended of the Original Agreement to provide for a total not-to-exceed compensation in the sum of Fifty-Nine Thousand Dollars (\$59,000) for fiscal year 2021-2022. The Fifth Amendment amended the Original Agreement to provide for a total not-to-exceed compensation in the sum of One Hundred Fifty Thousand Dollars (\$150,000) for the 2022-23 fiscal year. The Sixth Amendment amended the Original Agreement to provide for a total not-to-exceed compensation in the sum of one hundred eighty-two thousand six hundred dollar (\$182,600) for the 2023-24 fiscal year. Section 3 is hereby amended to provide for a total not-to-exceed compensation in the sum of One Hundred Eighty-two Thousand Six Hundred Dollars (\$182,600) for the 2024-25 fiscal year (July 1, 2024 – June 30, 2025) without the prior written authorization of the City.

5. Integration. This Seventh Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all prior negotiations between the parties with respect hereto. This Seventh Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Seventh Amendment and the terms and provisions of the Agreement, the terms and provisions of this Seventh Amendment shall control.

IN WITNESS hereof, the parties enter into this Seventh Amendment on the year and day first above written.

{SIGNATURES FOLLOW ON THE NEXT PAGE}

"Contractor"

Exterior Products Corporation

DocuSigned by:
By: Jeff "JR" Rovinsky 5/22/2024
DAEC4FE24CE14D0...
Printed Name: Jeff "JR" Rovinsky
Title: President

DocuSigned by:
By: Jeff "JR" Rovinsky 5/22/2024
BAEC4FE24CE14D0...
Printed Name: Jeff "JR" Rovinsky
Title: President

"City"

City of Diamond Bar

By: _____
Dan Fox, City Manager

ATTEST:

Kristina Santana, City Clerk

APPROVED AS TO FORM:

Omar Sandoval, City Attorney

***NOTE: If Contractor is a corporation, the City requires the following signature(s):**

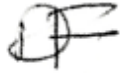
- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

Agenda #: 5.21
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **MAINTENANCE SERVICES AGREEMENT WITH ULTIMATE MAINTENANCE SERVICES, INC. FOR JANITORIAL SERVICES THROUGH JUNE 30, 2029, WITH THE OPTION TO EXTEND FOR THREE ADDITIONAL ONE-YEAR TERMS.**
STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve and authorize the City Manager to sign the Maintenance Services Agreement with Ultimate Maintenance Services, Inc. for Janitorial services at City facilities.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement for 2024/25 would be \$320,000. Sufficient funds are included in the 2024/25 operating budget to cover the cost of such services. For years 2 through 5, this agreement would be subject to an increase in compensation negotiated between the City and the Consultant, but in no event shall the increase exceed the amount of the Consumer Price Index, as identified in the agreement, and would be subject to the approval of the City Manager. In addition, the City would have the option to extend the agreement for three (3) additional years, subject to the same terms and conditions. Sufficient funding will be requested under the Operating Budget for the future fiscal years.

BACKGROUND:

On February 23, 2024, the City released a Request for Proposal (RFP) for janitorial services at its facilities, i.e. Diamond Bar Center, Civic Center (City Hall and Library), Heritage Community Center, Pantera Activity Room, and Sycamore Office, with a due date of March 27, 2024. On March 14, 2024 a mandatory pre-bid meeting was held, with 26 prospective bidders attending.

ANALYSIS:

On March 27, 2024, the City received 18 proposals, with 12 of the received proposals meeting the minimum requirements of the RFP and being determined responsive. Subsequently, staff reviewed the responsive proposals and interviewed 6 companies. After reviewing, staff has determined that Ultimate Maintenance Services has met all of the requirements of the RFP and can provide the high level of service that the City requires.

The following is a monthly cost summary of the responsive proposals received.

• Ultimate Maintenance Services	\$24,795.00
• Santa Fe Janitorial Maintenance Services, Inc.	\$25,681.05
• CM Simple Janitorial LLC	\$26,836.41
• Guaranteed Janitorial Service, Inc.	\$27,414.00
• Joncowest	\$27,650.00
• Merchants Building Maintenance	\$27,830.25
• DMS Facility Services, Inc.	\$29,299.48
• Premier Property Preservation, LLC	\$30,342.00
• EcoBrite Services, LLC	\$30,551.17
• Priority Building Services, LLC	\$31,117.00
• Coastal Building Services, Inc.	\$33,796.00
• Executive Facilities Service, Inc.	\$55,486.31

The FY24/25 total not-to-exceed amount of the agreement with Ultimate Maintenance Services is \$320,000, with \$297,540 for the monthly services and \$22,460 for as-needed services. The following schedule shows the cost breakdown for each facility per fiscal year.

Facility	Monthly	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29
Diamond Bar Center	\$6,350	\$76,200	+CPI	+CPI	+CPI	+CPI
Civic Center (City Hall and Library)	\$5,725	\$68,700	+CPI	+CPI	+CPI	+CPI
Heritage Park – Community Center	\$1,495	\$17,940	+CPI	+CPI	+CPI	+CPI
Pantera Park – Activity Room	\$975	\$11,700	+CPI	+CPI	+CPI	+CPI
Sycamore Canyon – Office	\$600	\$7,200	+CPI	+CPI	+CPI	+CPI
Day Porter @ Cityhall/Library	\$6,350	\$76,200	+CPI	+CPI	+CPI	+CPI
Day Porter @ Diamond Bar Center	\$3,300	\$39,600	+CPI	+CPI	+CPI	+CPI
Total	\$24,795	\$297,540	+CPI	+CPI	+CPI	+CPI

As-Needed Service Budget	\$22,460	
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	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29
Total Authorization	\$320,000	+CPI	+CPI	+CPI	+CPI

LEGAL REVIEW:

The City Attorney has reviewed and approved the Agreement as to form.

PREPARED BY:


Jason Williams, Maintenance Supervisor 6/18/2024

REVIEWED BY:


Hal Ghafari, Public Works Manager, Asst. City Engineer



6/5/2024

Jason Jacobsen, Finance Director

6/10/2024

Attachments:

1. 5.21.a Maintenance Services Agreement with Ultimate Maintenance Services, inc.

MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of **June 18, 2024** by and between the City of Diamond Bar, a municipal corporation ("City") and **Ultimate Maintenance Services, Inc.** ("Contractor").

1. Contractor's Services.

Subject to the terms and conditions set forth in this Agreement Contractor shall provide to the reasonable satisfaction of the City the **Janitorial Services** set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Jason Williams, Maintenance Supervisor (herein referred to as the "City's Project Manager"), shall be the person to whom the Contractor will report for the performance of services hereunder. It is understood that Contractor shall coordinate its services hereunder with the City's Project Manager to the extent required by the City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the City's Project Manager and the City Manager

2. Term of Agreement. This Agreement shall take effect **July 1, 2024**, and shall continue until **June 30, 2029** ("Term"), unless earlier terminated pursuant to the provisions herein. And will be subject to an increase in compensation negotiated between the City and the Consultant, but in no event shall the increase exceed the amount of the Consumer Price Index ("CPI") for the Los Angeles-Long Beach-Anaheim metropolitan area for the month immediately preceding the Adjustment Date (the "Index Month") as reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased over the CPI for the month one year prior to the Index Month. Any exercise of an option to extend the Term/and/or increase in compensation, negotiated or based upon CPI, shall be subject to approval of the City Manager.

The City shall have the option to extend this Agreement for three (3) additional years, subject to the same terms and conditions contained herein, by giving Consultant written notice of the exercise of this option at least thirty (30) days prior to the expiration of the initial Term. In the event the City exercises its option to extend the Term, Consultant's compensation shall be subject to an adjustment upon the effective date of extension as follows:

Any increase in compensation will be negotiated between the City and the Consultant, but in no event shall the increase exceed the amount that the Consumer Price Index ("CPI") for the Los Angeles-Long Beach-Anaheim metropolitan area for the month immediately preceding the Adjustment Date (the "Index Month") as reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased over the CPI for the month one year prior to the Index Month. Any exercise of an option to extend the Term/and/or increase in compensation, negotiated or based upon CPI, shall be subject to approval of the City Council.

3. Compensation. City agrees to compensate Contractor for each service which Contractor performs to the satisfaction of City in compliance with the scope of services set forth in Exhibit "A". Payment will be made only after submission of proper invoices in the form specified by City. Total payment to Contractor pursuant to this Agreement shall not exceed **Three Hundred twenty thousand dollars (\$320,000)** for fiscal year 24/25 without the prior written consent of the City, and shall increase by the amount negotiated between the City and the Consultant each fiscal year through the term of this agreement, per section 2 of this agreement,. The above not to exceed amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel, and all related expenses.

4. Payment.

A. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent, and any extra work performed.

C. City will pay Contractor the amount invoiced the City will pay Contractor the amount properly invoiced within 35 days of receipt.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

5. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the City Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by City to Contractor.

6. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control. In the event of any inconsistency between the Agreement and the attached exhibits, the following order of precedence shall apply: (a) This Agreement; (b) The city's request for Proposal, dated February 23, 2024; and (c) Consultant's Proposal dated March 27, 2024.

7. Status as Independent Contractor.

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

B. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency or the Public Employee Retirement System regarding the independent contractor status of Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Contractor or its employees, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Contractor shall fully comply with Workers' Compensation laws regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable Worker's Compensation laws.

D. Contractor shall, at Contractor's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the City of Diamond Bar, South Coast Air Quality Management District, and California Air Resources Board.

E. In addition to any other remedies it may have, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the City for Contractor's failure to comply with this Section.

8. Standard of Performance. Contractor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

9. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including reasonable attorney fees, incurred by City

10. Indemnification.

Contractor shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Worker's Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's contractor's employees arising out of Contractor's work under this Agreement; and

(2) Any and all claims arising out of Contractor's performance of or failure to perform work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind.

11. Insurance.

A. Prior to performance of work under this Agreement and at all times during the term of this Agreement Contractor shall carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City the following insurance:

(1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) property damage insurance with a minimum limit of \$500,000.00 per occurrence;

(3) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$1,000,000.00; and

(4) Worker's Compensation insurance when required by law, with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater.

B. The City, its officers, employees, agents and volunteers shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City at least ten (10) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce, or

otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the City.

D. All policies of insurance shall cover the obligations of Contractor pursuant to the terms of this Agreement and shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed have a current A.M. Best's rating of no less than A-, VII.

E. Contractor shall submit to City (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the City.

F. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Contractor (as the named insured) should Contractor fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City. Contractor understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Contractor as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Contractor's due to such failure in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by City due to the breach.

G. Subrogation. With respect to any Workers' Compensation Insurance or Employer's Liability Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Indemnitees.

H. Failure to Maintain Insurance. If Contractor fails to keep the insurance required under this Agreement in full force and effect, City may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Contractor, which amounts may be deducted from any payments due Contractor.

I. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

12. Confidentiality. Contractor in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Contractor prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Contractor's prior written consent, use the same for other unrelated projects.

13. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The City and any of their authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the City, and copies thereof shall be furnished if requested.

14. Termination. The City may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Contractor. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following mailing of the notice. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits.

15. Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City's premises.

16. Prevailing Wage. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Diamond Bar, 21810 Copley Drive, Diamond Bar, California, and are available to any interested party on request. City also shall cause a copy of such determinations to be posted at the job site.

The Contractor shall forfeit, as penalty to City, not more than twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any subcontractor under him.

The Contractor and any of its subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a

contract for a public work on any public works project awarded after April 1, 2015. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

17. Non-Discrimination and Equal Employment Opportunity.

A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

18. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

19. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Contractor be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

20. Assignment. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

21. Compliance with Laws. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

22. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of

covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

23. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

24. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

25. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

"CONTRACTOR"

Ultimate Maintenance Services, Inc.
4237 Redondo Beach Blvd
Lawndale, CA 90260
 Attn.: Claudia Salomon
 Phone: (310) 505-5858
 E-Mail: claudia@umscorporation.com

"CITY"

City of Diamond Bar
 21810 Copley Drive
 Diamond Bar, CA 91765-4178
 Attn.: Jason Williams
 Phone: (909) 839-7059
 E-mail: jwilliams@diamondbarca.gov

26. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

28. Severability. If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

29. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by a person duly authorized to do so under the City's Purchasing Ordinance.

{SIGNATURES FOLLOW ON THE NEXT PAGE}

IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Contractor"

Ultimate Maintenance Services, Inc.

DocuSigned by:
By: oswaldo paul marmol 5/31/2024
002C9888100B4E9...
Printed Name: Oswaldo Paul
Marmol Title: President

DocuSigned by:
By: Claudia Salomon 5/24/2024
B034CD6D2AF6453...
Printed Name: Claudia Salomon
Title: CFO/ Secretary

"City"

City of Diamond Bar

By: _____
Dan Fox, City Manager

ATTEST:

Kristina Santana, City

Clerk Approved as to form:

By: _____
Omar Sandoval, City Attorney

State of California "Contractor's" License No. N/A .

Contractor's Business Phone (310) 505-5858.

Emergency Phone (310) 505-5858 at which Contractor can be reached at any time.

***NOTE:**

- ***If Contractor is a corporation, the City requires the following signature(s):***
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- ***The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.***

EXHIBIT A

Cost Break Down Per Fiscal Year

Ultimate Maintenance Services, Inc.

Proposal Dated 03/27/2024

Site	Monthly	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29
Diamond Bar Center	\$6,350	\$76,200	+CPI	+CPI	+CPI	+CPI
City Hall/Library	\$5,725	\$68,700	+CPI	+CPI	+CPI	+CPI
Heritage Park – Community Center	\$1,495	\$17,940	+CPI	+CPI	+CPI	+CPI
Pantera Park – Activity Room	\$975	\$11,700	+CPI	+CPI	+CPI	+CPI
Sycamore Canyon – Office	\$600	\$7,200	+CPI	+CPI	+CPI	+CPI
Day Porter @ Cityhall/Library	\$6,350	\$76,200	+CPI	+CPI	+CPI	+CPI
Day Porter @ Diamond Bar Center	\$3,300	\$39,600	+CPI	+CPI	+CPI	+CPI
TOTAL	\$24,795	\$297,540	+CPI	+CPI	+CPI	+CPI

As Needed Services		
Day Porter – as needed	\$25/hr	Subject to annual CPI
As Needed – Hot Water Extraction	\$0.16/sq.ft	Subject to annual CPI
As Needed Budget Total	\$22,460	

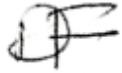
Total Authorization	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29
	\$320,000	+CPI	+CPI	+CPI	+CPI

Agenda #: 5.22
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. TO PROVIDE TREE CARE AND MAINTENANCE SERVICES THROUGH JUNE 30, 2029.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

- A. Adopt Resolution No. 2024-27 approving cooperative purchasing for the Maintenance Services Agreement with West Coast Arborists, Inc. for Tree Care and Maintenance Services; and
- B. Approve, and authorize the City Manager to sign, the Maintenance Services Agreement with West Coast Arborists, Inc. for Tree Care and Maintenance Services in the annual not-to-exceed amount of \$443,300.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement for 2024/25 would be \$443,300. Sufficient funds are included in the 2024/25 operating budget to cover the cost of such services. The first 2 two years of this agreement have fixed line-item pricing, with the remaining 3 years having pre-negotiated line-item increases. In addition, the City would have the option to extend the agreement for two (2) additional one (1) year terms, subject to the same terms and conditions.

BACKGROUND:

The City is responsible for the maintenance of its urban forest comprised of approximately 12,000 trees. To effectively maintain and manage the urban forest, approximately 2,400 trees are pruned annually to ensure that all City-owned trees are pruned every five (5) years. Maintenance responsibilities include daily maintenance, management, planting, service requests, arborist, and emergency services for the urban forest. Maintenance services are completed on an annual, scheduled cycle for tree

pruning as well as service requests.

On June 19, 2018, the City Council approved a 3-year contract with 3 one-year extensions with West Coast Arborists Inc. (WCA) to provide comprehensive tree care and maintenance services. This Maintenance Services Agreement with WCA was awarded by use of cooperative purchasing (commonly referred to as “piggyback”). Section 3.24.090 (f) of the City’s purchasing ordinance allows the City to “piggyback” onto similar contracts entered into by another government agency when, in the opinion of the purchasing manager, doing so is more cost-efficient.

WCA has a proven track record of providing comprehensive and cost-effective tree maintenance services to the City, as well as a number of local municipalities, which include the cities of Walnut, La Puente, South El Monte, Glendora, and Norco, to name a few.

ANALYSIS:

On April 26, 2023 the City of Norco received 3 proposals in response to the RFP for Tree Trimming, Removal and Planting Contract Services, and based upon their findings, the City of Norco awarded and entered into an agreement with WCA to provide such services.

City staff has reviewed recently submitted proposals for similar tree care and maintenance services received by other local cities in response to their requests for proposals. This was to ensure the rates submitted to Norco were the most cost-efficient based on the City’s anticipated work program and service needs in the upcoming fiscal years.

Based on these findings, City staff has determined that it is in the best interest of the City to “piggyback” off of the existing City of Norco agreement with WCA using the same scope of services and line-item rates provided for in the City of Norco contract with WCA, that is being recommended by City staff.

It is recommended that the City Council approves WCA's proposal for Tree Trimming, Removal, and Planting Services for a 5-year contract period.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Resolution and the Agreement as to form.

PREPARED BY:

Jason Williams
 Jason Williams, Maintenance Supervisor

6/18/2024

REVIEWED BY:


Hal Ghafari, Public Works Manager/Asst. City Engineer

5/30/2024


Jason Jacobsen, Finance Director

6/6/2024

Attachments:

1. 5.22.a Resolution No. 2024-27
2. 5.22.b Maintenance Services Agreement with West Coast Arborists, Inc.
3. 5.22.c Exhibit A of Agreement with West Coast Arborists, Inc.

RESOLUTION NO. 2024-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTI-YEAR MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORIST, INC. (WCA) FOR TREE MAINTENANCE SERVICES.

WHEREAS, State Law requires the City to adopt procedures for the purchase of supplies, equipment and services by ordinance, but otherwise provides the City with significant flexibility to tailor its ordinance to meet the City's needs; and

WHEREAS, the City has adopted a Purchasing Ordinance (Chapter 3.24 of the Diamond Bar Municipal Code) meeting State law requirements; and

WHEREAS, pursuant to Section 3.24.090(f) of the Purchasing Ordinance, the City Council may authorize the City to purchase supplies, equipment or services by "piggybacking" on similar contracts entered into by another city pursuant to that city's purchasing program when, in the opinion of the purchasing manager, doing so is more cost efficient; and

WHEREAS, in 2023, following a competitive bid process conducted pursuant to its purchasing program, the City of Norco awarded a contract for tree care and maintenance services to West Coast Arborists, Inc.; and

WHEREAS, West Coast Arborists, Inc. has agreed to enter into a contract with the City which provides the same general unit pricing and scope of services as set forth in West Coast Arborists' contract with the City of Norco; and

WHEREAS, the purchasing manager has determined that entering into a contract with West Coast Arborists, Inc. under such terms and conditions is more cost efficient than following the formal bidding process set forth in the Purchasing Ordinance.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Diamond Bar does hereby find and determine as follows:

1. Based on the information provided by the City's purchasing manager, the City Council finds that entering into an agreement with West Coast Arborists, Inc. for tree care and maintenance services according to the same terms and conditions as to price of the services as procured by the City of Norco is more cost-efficient and in the best interest of the City.
2. The Maintenance Services Agreement between the City of Diamond Bar and West Coast Arborists, Inc. incorporated herein by reference ("Agreement") is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City.

Resolution No. 2024-27

PASSED, APPROVED AND ADOPTED THIS 18th day of June, 2024.

CITY OF DIAMOND BAR

Stan Liu, Mayor

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar do hereby certify that the foregoing resolution was passed, approved and adopted at the regular meeting of the City Council of the City of Diamond Bar held on the 18th day of June, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Kristina Santana, City Clerk

MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of June 18, 2024 by and between the City of Diamond Bar, a municipal corporation ("City") and West Coast Arborists, Inc. ("Contractor").

1. Contractor's Services.

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of the City, Tree trimming, removal and planting maintenance services described and set forth in the Proposal Summary Sheet attached hereto as Exhibit "A", which is incorporated herein by this reference, at the per unit prices set forth in Exhibit "A". Exhibit "A" is a summary of Contractor's response to Request for Proposals issued by the City of Norco on April 3, 2023 for the same types of services. It is the intent of the parties that Contractor will provide similar or higher quality services to the City under this Agreement, and according to the same terms and conditions as to price of the services, as it does to the City of Norco pursuant that certain tree trimming, removal and planting maintenance services agreement between Contractor and the City of Norco, dated on or about May 17, 2023. As a material inducement to the City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

Anthony Jordan, Parks & Maintenance Superintendent (herein referred to as the "City's Project Manager"), shall be the person to whom the Contractor will report for the performance of services hereunder. It is understood that Contractor shall coordinate its services hereunder with the City's Project Manager to the extent required by the City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the City's Project Manager and the City Manager

2. Term of Agreement. This Agreement shall take effect July 1, 2024, and shall continue until June 30, 2029 ("Term"), unless earlier terminated pursuant to the provisions herein.

The City shall have the option to extend this Agreement for two (2) additional one (1) year terms, subject to the same terms and conditions contained herein, by giving Contractor written notice of the exercise of this option at least thirty (30) days prior to the expiration of the initial Term. In the event the City exercises its option to extend the Term, Contractor's compensation shall be subject to an adjustment upon the effective date of extension as follows:

Any increase in compensation will be negotiated between the City and the Contractor, but in no event shall the increase exceed the amount that the Consumer Price Index ("CPI") for the Los Angeles-Anaheim-Riverside metropolitan area for the month immediately preceding the Adjustment Date (the "Index Month") as reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased over the CPI for the month one year prior to the Index Month. Any exercise of an option to

extend the Term and/or increase in compensation, negotiated or based upon CPI, shall be subject to approval of the City Council.

3. Compensation. City agrees to compensate Contractor for each task or service which Contractor performs to the satisfaction of City based upon the actual time spent on each task or service at the per unit price for each task or service set forth in Exhibit "A". Payment will be made only after submission of proper invoices in the form specified by City. Total payment to Contractor in any fiscal year pursuant to this Agreement shall not exceed **four hundred forty-three thousand three hundred dollars (\$443,300)** without the prior written consent of the City. The above not to exceed amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel and all related expenses.

4. Payment.

A. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

C. City will pay Contractor the amount invoiced the City will pay Contractor the amount properly invoiced within 35 days of receipt.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

5. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the City Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by City to Contractor.

6. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control.

7. Status as Independent Contractor.

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

B. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments,

penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Contractor, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Contractor shall fully comply with Workers' Compensation laws regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable Worker's Compensation laws.

D. Contractor shall, at Contractor's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the City of Diamond Bar, South Coast Air Quality Management District, and California Air Resources Board.

E. In addition to any other remedies it may have, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the City for Contractor's failure to comply with this Section.

8. Standard of Performance. Contractor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

9. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including reasonable attorney fees, incurred by City

10. Indemnification.

Contractor shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Worker's Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's contractor's employees arising out of Contractor's work under this Agreement; and

(2) Any and all claims arising out of Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind.

11. Insurance.

A. Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City the following insurance:

(1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$2,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) property damage insurance with a minimum limit of \$500,000.00 per occurrence;

(3) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$2,000,000.00; and

(4) Worker's Compensation insurance when required by law, with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater.

B. The City, its officers, employees, agents, and volunteers shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City at least ten (10) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the City.

D. All policies of insurance shall cover the obligations of Contractor pursuant to the terms of this Agreement and shall be issued by an insurance company which is authorized to

do business in the State of California or which is approved in writing by the City; and shall be placed have a current A.M. Best's rating of no less than A-, VII.

E. Contractor shall submit to City (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the City.

F. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Contractor (as the named insured) should Contractor fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City. Contractor understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Contractor as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Contractor's due to such failure in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by City due to the breach.

G. Subrogation. With respect to any Workers' Compensation Insurance or Employer's Liability Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Indemnitees.

H. Failure to Maintain Insurance. If Contractor fails to keep the insurance required under this Agreement in full force and effect, City may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Contractor, which amounts may be deducted from any payments due Contractor.

I. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

12. Confidentiality. Contractor in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Contractor prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Contractor's prior written consent, use the same for other unrelated projects.

13. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The City and any of their authorized representatives shall have access

to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the City, and copies thereof shall be furnished if requested.

14. Termination. The City may terminate this Agreement with or without cause upon thirty (30) days' written notice to Contractor. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the thirtieth (30th) day following delivery of the notice. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits.

15. Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City's premises.

16. Prevailing Wage. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Diamond Bar, 21810 Copley Drive, Diamond Bar, California, and are available to any interested party on request. City also shall cause a copy of such determinations to be posted at the job site.

The Contractor shall forfeit, as penalty to City, not more than twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any subcontractor under him.

The CONTRACTOR and any of its subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

17. Non-Discrimination and Equal Employment Opportunity.

A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

18. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

19 Delays and Extensions of Time. Contractor's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Contractor be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

20. Assignment. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

21. Compliance with Laws. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

22. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

23. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of

this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

24. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

25. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

"CONTRACTOR"

West Coast Arborists, Inc.
2200 E. Via Burton St.
Anaheim, CA 92806
Attn.: Patrick Mahoney
 Phone: 800.521.3714
 E-Mail:

"CITY"

City of Diamond Bar
 21810 Copley Drive
 Diamond Bar, CA 91765-4178
 Attn.: Anthony Jordan
 Phone: 909.839.7063
 E-mail: ajordan@diamondbarca.gov

26. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

28. Severability. If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

29. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by a person duly authorized to do so under the City's Purchasing Ordinance.

IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Contractor"

WEST COAST ARBORISTS, INC.

By: _____
 Printed Name: Patrick Mahoney
 Title: President

By: _____
 Printed Name: Richard Mahoney
 Title: Secretary

"City"

CITY OF DIAMOND BAR

By: _____
 Dan Fox, City Manager

ATTEST:

 Kristina Santana, City Clerk

Approved as to form:

By: _____
 Omar Sandoval, City Attorney

State of California "CONTRACTOR'S" License No. 366764.
 CONTRACTOR'S Business Phone 800.521.3714
 Emergency Phone 714.991.1900 at which CONTRACTOR can be reached at any time.

***NOTE:**

- ***If Contractor is a corporation, the City requires the following signature(s):***
 (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- ***The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.***

EXHIBIT “A”



**CITY OF
NORCO**
HORSETOWN USA

REQUEST FOR PROPOSALS/QUALIFICATIONS

Tree Trimming, Removal and Planting Contract Services

SUBMITTAL DATE: April 26, 2023

Approved By:

Director of Public Works

The City of Norco request for bids and proposals, bid results, and notices of an award are obtained through the City of Norco Vendor Portal at www.norco.ca.us/bid

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Introduction

The City of Norco (City) is seeking the services of a licensed arborist to take actions needed to maintain, plant, care for, and protect trees in the public right-of-way, parks and those areas of significant importance in our community. Contractor shall maintain the current urban forest and on occasion plant large canopy shade trees, where appropriate and with consideration of habitat and water conservation goals, in order to maximize environmental benefits. Further, it is important to retain significant and mature trees and identify forest linkages to connect and enhance public parks, plazas, recreation and open space areas. The City's current urban forest has approximately 8,900 trees varying of over 150 different types. The City utilizes a 5-year trimming program (divided up into grids) intended to trim every tree within a 5-year period and is provided on the City's website so residents can know what year their frontage trees might be trimmed.

To be considered, contractor must meet the qualifications and satisfy the requirements as stated in the Request for Proposal/Qualifications (RFP/Q). It is the intent of the City to award a five (5) year agreement with the option to renew for two (2) one-year terms.

The City's request for proposals, bid results, and notices of an award are obtained through the City of Norco Vendor Portal, www.norco.ca.us/bid until April 26, 2023 at 3 p.m.

All necessary forms, specifications and other bid documents may be viewed and downloaded electronically. Businesses who have registered in the Vendor Portal will receive email notices when a new request for bid or proposal relevant to their line of business is issued. Any interested party may view the City's solicitations, as well as the bid results and final notices of award, by logging into the Vendor Portal and using the search features to locate the items of interest.

Minimum Information

The minimum information required in the Proposal includes:

- General statement of the understanding of the scope.
- An approach to the work (including method for developing a 5-year trimming schedule)
- Experience in providing services for agencies of similar size and scope, previous work examples are encouraged
- The experience of the proposed project manager and key individuals.
- Approach to communicating with the City
- Fee Schedule

Proposals will be accepted online by the City **until 3:00 p.m. on April 26, 2023**. Any changes to this Request for Proposal/Qualifications (RFP/Q) are invalid unless specifically modified by the City and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the latest version uploaded on Planet Bids shall prevail. The submission should be prepared simply and economically, providing straightforward, concise description of your firm's capabilities to satisfy the requirement of this RFP/Q. Emphasis should be on organization, completeness, and clarity.

To ensure consideration, all proposals shall follow the required elements provided in this RFP/Q or as directed. **To facilitate the evaluation process, respondent must submit an electronic Proposal via Norco's PlanetBids Vendor Portal at the website set forth below, prior to 3:00 p.m. local time on April 26, 2023.**

Questions concerning this solicitation should be directed electronically to via PlanetBids Vendor Portal.

Required Qualifications

A. Contractor must hold a valid State of California Contractor's License (C-27, C- 61, and D-49).

B. Contractor must have full time, permanently employed staff trained and certified in the tree maintenance industry.

C. Contractor must submit to the City a Quality Control plan at the time of proposal submission. The Quality Control Plan shall provide contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. This will include the staffing of an arborist, certified through the International Society of Arboriculture (ISA) for the entire length of the contract as Site Supervisor (certification required).

D. Contractor must have satisfactorily completed at least five (5) separate and individual Southern California municipal tree trimming projects in the last five (5) years, or provide evidence of comparable projects. Each project shall be of comparable size to the scope of work contained in Attachment "A".

E. Contractor is required to state any, and all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing any contract for tree maintenance services.

F. Contractor must submit current OSHA certification of all aerial devices, and the most recent California Highway Patrol Commercial Vehicle Inspection for equipment to be used for the duration of this contract.

G. Contractor must submit for approval a current Safety Manual meeting SB198 requirements for injury and illness prevention at the time of submitting the proposal. Report to be used during this contract term.

H. The Contractor shall have present at all times when performing maintenance activities, an on-site certified arborist who speaks fluent English, whose duty shall be to supervise and coordinate maintenance operations as they occur. This on-site representative shall carry, during work hours, a cell phone for communication. The City shall be advised in writing of the number for this phone.

Submittal Requirements

Please include the following information in the proposal submittal:

- A. Provide a signed cover letter by an individual authorized to negotiate on behalf of the firm and must be binding for a term of 90 days from the date of submittal to the City.
- B. Provide a brief project description conveying an understanding of the scope of work contained in Attachment "A".
- C. Identify all supervisory individuals to be assigned to the project, their qualifications and respective roles.
- D. List the project manager with at least three references where he or she was the lead person servicing a City and include current phone and fax numbers of the references. Identify specialized experience and technical competence available in the firm.
- E. Identify a window of time indicating availability to start the project. The selected firm will be required to enter into a written contract with the City of Norco in a form approved by the City Attorney. It is expected that work will commence upon award of contract.
- F. Identify any sections of the City's standard contractor contract (Attachment "B") that pose concerns and would require negotiation/modification in order to be acceptable to contractor. If no concerns are identified, proposer will be deemed to have accepted the form of the agreement.

Fee Proposal:

The fee proposal shall include the firm's standard hourly fee schedule, and/or project fee schedule where applicable and as outlined in this document. Consultant shall provide fees for the services specified. The fee must include an hourly rate, but may also include an annual lump sum for the services specified. If the consultant can calculate an estimated maximum hours per year, based on the information contained within this RFP/Q, that amount should be included. Options for unlimited consumption of specific tasks, such as scanning and digitizing, should also be included. Fees should include all travel time, any cost of materials, and any delivery.

The fee schedule should be proposed on annual basis.

Proposal Submission

Each firm's proposal must be submitted in several parts as set forth in section, "Required Elements for Response." Each firm will confine its submission to those matters sufficient to define its proposal and to provide an adequate basis for the City's evaluation of the firm's proposal. In addition, an original signature must be included on the document submitted with each copy. The form is included at the end of this RFP/Q.

The City reserves the right to:

- Reject any or all offers and discontinue this RFP/Q process without obligation or liability to any potential consultant.
- Accept other than lowest price offered.
- Award a contract on the basis of initial offers received, without discussions of requests for best and final offers.

Selection Process

Proposals will be evaluated by a selection committee comprised of the City's staff. The proposal shall be of such scope and depth to sufficiently describe and demonstrate the consultant's understanding of approach to the project. Submittal of incomplete or vague responses to any section of this RFP/Q may result in rejection of the proposal.

Proposals will be evaluated and ranked based on criteria including but not limited to understanding of the purpose of the work, project approach, scope-of-work, experience, project team members' qualifications and availability, and project schedule. This is not a competitive bid process. The most highly ranked proposals may be interviewed and rated by the selection committee. After selection of the prospective consultant deemed most qualified, the City will initiate negotiations. If an acceptable contract cannot be reached with the prospective consultant deemed most qualified, the City may then negotiate with the next highest-rated proposer. Once negotiations with a proposer are terminated, the City will not renegotiate with that proposer.

The City is seeking to negotiate a three-year agreement, with two one-year options, but reserves the right to negotiate a different term if determined to be in the best interest of the City.

The City reserves the right, after opening the proposals, to reject any or all proposals, or to accept proposal(s) that in its sole judgement are in the best interest for the City.

The City may interview a short list of qualified firms. The shortlist will include the top-rated firms based upon the proposal submitted for the project.

Questions Regarding RFP/Q

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP/Q must be submitted via online of the City's PlanetBids Vendor Portal by 3:00 pm on April 19, 2023. The City will compile all questions and requests, and provide responses in electronic format to all firms by April 20, 2023.

Oral statements concerning the meaning or intent of the contents of this RFP/Q by any person other than the persons identified herein are unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of this RFP/Q, or for any oral instructions. Any contact with the City personnel regarding this RFP/Q may disqualify a proposer.

Clarification Statements

For clarification purposes, the words "Contractor", "Company", "Proposer", "Vendor" "Firm", and "Bidder" shall be read to be one and the same. The words "Contract" and "Agreement" shall be read to be one and the same. The words "Bid" and "Proposal" shall be read to be one and the same. "City of Norco", "City", and "Norco" shall be read to be one and the same. "Request for Proposal" and "RFP/Q" shall be read to be one and the same.

Required Elements for Response

Consulting firms responding to this RFP/Q will provide the following information in their proposals:

Proposal Format: Letter Proposal, limited to 10 pages.

Proposal sections shall include:

1. Cover Letter (not included in the page count)
2. Introduction and Project Understanding
3. Scope of Work
4. RFP/Q Signature Page (not included in the page count)
5. Project Personnel Organizational Chart and Team Qualifications (not included in the page count)
6. Schedule
 - a. Proposed schedule for service initiation and any pre-requisites.
 - b. Sample schedule for completion of work items included in Scope of Work. (i.e. Expected turnaround times.)
7. Estimated Level of Effort per Scope Task, itemized by labor classification.
8. Company standard schedule of charges. (not included in the page count)
9. Include resumes of any proposed team members and relevant project descriptions (as an appendix-not included in the page count).
10. Fee estimate, including labor, sub consultants and projected reimbursable costs to be submitted in a separate sealed envelope (not included in the page count).

Fee Schedule

The fee portion of the proposal shall include costs and fees for the proposed services based on hourly rates of staff. A clear breakdown of these costs by task including staff hours shall be

provided and include a listing all professional services expenses anticipated including insurance, printing, communications and travel. Cost should be based hourly rates of staff, including clerical positions. Such hourly rates should be fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal supplies and materials, in-house reproduction services and local travel costs.

Exceptions

Any exceptions to our scope and/or standard contract (included as Appendix B)

Addenda to Proposal

The City may modify this RFP/Q, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of proposals by issuance of an electronic addendum to all proposers. Such addendum will also be posted on Norco's PlanetBids Vendor Portal website. Proposer will acknowledge receipt of all addenda in their proposal. Any addenda issued during the time for submission of proposals will be made part of the agreement.

Withdrawal of Proposal

A proposal may be withdrawn after its submission by written request signed by the proposer or authorized representative prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

Evaluation of Proposals

The City's staff will evaluate and rate proposals based on best value to the City, not based on price alone. All proposals will be reviewed to verify that the proposer has met the minimum requirements as stated in this RFP/Q. Proposals that have not followed the rules, do not meet minimum content or quality standards, do not provide references, or take unacceptable exceptions to the RFP/Q, will be rejected as non-responsive. Proposals will be evaluated on the following criteria, not necessarily in order of priority:

- Understanding of the work to be performed
- Strength of key personnel
- Experience and technical competence of firm and subcontractors
- Approach to the project, including technical and management considerations
- Evaluation of the cost effectiveness in relation to team qualifications and proposed project methodology

The most qualified firm(s) may be asked to participate in an oral interview to discuss in greater detail the content of their proposals. The City will notify finalists, if interviews are conducted, of the date and time of such interview(s).

Rejection of Proposals

The City may reject any or all proposals and may waive any immaterial deviation in a proposal. The City's waiver of an immaterial defect shall no way modify this RFP/Q or excuse the proposer from full compliance with this RFP/Q and/or the contract documents if awarded the contract. Proposals that include terms and conditions other than the City's terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the proposer to perform the services, and the proposer shall furnish to the City all such information and data for the purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the agreement and to complete the work described therein.

Award of Contract

Award of contract or rejection of proposals will be made by the City within thirty (30) calendar days following the proposal due date. The City reserves the right to modify the award of contract or rejection date to best meet the needs of the City. The City reserves the right to reject any or all proposals in response to this RFP/Q in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any proposals.

The City may choose to award all or part of the project to one or more consultants.

Contract Documents

In submitting a proposal, the firm agrees to enter into an agreement with the City utilizing a purchase order. The firm's proposal in response to this RFP/Q will be incorporated into the final agreement between the City of Norco and the selected firm. The agreement to be executed by the successful proposer will generally conform to the terms of the purchase order, however, the City reserves the right to update the agreement to its current standards at the time the City makes an award.

Proposers are advised that the indemnification and insurance provisions are mandatory and not subject to revision. Properly executed policies or Certificates of Insurance for:

- Commercial General Liability Insurance*
- Automobile Liability Insurance*
- Workers' Compensation / Employer's Liability Insurance
- Professional Errors and Omissions Insurance

After contract award, and receipt of the below documents, a purchase order will be issued to the awarded proposer.

Failure to execute the terms of the purchase order and furnish the required documentation and insurance within the required time period shall be just cause for the disqualification of the award. If the successful proposer refuses or fails to execute the terms of the purchase order, the City

may award the project to the next qualified proposer.

*Including an Additional Insured Endorsement for each policy

Cancellation

The City retains the right to cancel the RFP/Q at any time should it be deemed to be in the best interest of the City. No obligation, either expressed or implied, exists on the part of the City to make an award based on the submission of any proposal.

Proposals will be evaluated on the basis of the following criteria:

1. Cost; no more than 30 points of the scoring process will be contingent upon the service costs;
2. Responsive bidder, not the lowest bidder;
3. Meaningful experience providing tree trimming services;
4. Compliance with specifications;
5. Responsiveness and thoroughness of proposal;
6. Past record of performance of contracts with clients, or other governmental agencies;
7. Ease of operation;
8. Personnel proposed to work on the project and the qualifications of those individuals;
9. Review and evaluation of equipment and facilities;
10. Any other factors determined by the City to be relevant to the performance of these services; and
11. Local contractor with immediate response time.

Attachments

Attachment A: Scope of Work

Attachment B: City of Norco Standard Agreement for Professional Services

Attachment "A"

Scope of Work

1. Services to be Provided

A. Contractor shall furnish all labor, equipment, materials and supervision to perform urban forest maintenance services for City trees as described herein including, but not limited to, the following:

1. Tree Pruning
2. Tree Removal
3. Stump Removal
4. Root Pruning
5. Tree Planting
6. Tree Staking
7. Removal of Hazardous Branches
8. Removal of Tree Debris and/or Tree Trimmings
9. Hazard Assessment at Time of Trimming
10. Worksite Cleanup
11. Repair of Damaged Sprinklers and/or Piping Caused by the Contractor
12. Repair or Replacement of Damaged Fences and/or Walls caused by the Contractor
13. Soil Leveling and Turf Re-Establishment
14. Damaged Tree and/or Shrub Replacement
15. Collection and Updating of the GPS Tree Inventory Data
16. Determine a Prune Cycle Calculator Based off of Tree Inventory
17. Distribution of No Parking Signs and Door Hangers
18. Contact with the Public
19. Employee Uniforms with Company Logo or Designation
20. Vehicles and Equipment with Company logos or Designation
21. Traffic Control
22. Other Services Set Forth in this Agreement

B. Contractor shall have the duty to provide services for City trees as assigned.

C. Contractor shall be available twenty-four (24) hours per day, seven (7) days a week to respond to all emergencies within one (1) hour of notification.

- i. Contractor should provide contact list for emergency call-out response.

2. Areas to be Maintained

A. Worksites will include City trees within the Public Right-of-Way, Parks, or other areas where trees are under the jurisdiction of the City, i.e. medians, slopes and assessment districts.

B. It should be understood that this project is not solely "section", "zone" or "block" type tree trimming and will include individual addresses or sites. The City will have no obligation to provide minimum quantities of sites to maintain contract pricing

C. Trees to be serviced may be provided to the contractor by use of the tree database, email, or phone call - and will consist of a described area and/or individual tree locations.

D. It is expected that all work will be completed as directed by approved schedule.

3. Pruning Standards and Specifications

A. All work shall conform to the most current Pruning Standards of the Western Chapter ISA, ANSI A300, and these specifications. In all cases the City's authorized representative(s) shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the contractor. ***Trimmed trees rejected by the City's representative shall be excluded from payment.***

B. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety requirements.

C. Contractor shall provide and post "No Parking" signs forty-eight (48) hours in advance of the work and distribute written notices to affected residents of the pending work. Notices shall be printed on both sides, in English and Spanish (this may be accomplished by use of door hangers).

D. Contractor shall endeavor to maintain good public relations at all times. The work shall be started and completed in a timely manner, which will create the least possible interference and annoyance to the Public. Work shall be performed by competent, qualified and certified employees. Work will be supervised by an experienced supervisor in tree trimming operations. The contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

E. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the contractor is responsible for appropriate notification of Underground Service Alert (Digalert).

F. No hooks, gaffs, spurs or climbers will be used by anyone employed for such trimming unless authorized by a City representative.

G. Any vine plant growing on the trees shall be removed to ground level.

H. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

I. Unless otherwise provided, trees are to be trimmed block by block, subject to the instructions of a City representative.

J. When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.

K. Topping will not be done without prior approval of the City.

L. Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at crotch, large limbs shall be removed with three (3) cuts. The first cut shall be made on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut shall be at least one third (1/3) of the diameter. The second cut shall be one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earlier possible covering of the wound by callous growth.

M. At the time of trimming, Contractor shall take note of any hazard associated with each tree, for example; splitting, rotting or decline in health. This information shall be made known to the City representative(s) with the recommended mitigation.

N. Any tree found to represent an imminent hazard to life, health or property shall be immediately reported to the City representative via verbal contact with recommended mitigation. The verbal contact shall be documented and followed up by email.

4. Street Tree Trimming

A. Trees designated for trimming shall be trimmed, shaped and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fifteen feet (15') over the roadway, ten feet (10') over walkways and equestrian trails. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs, streetlights and buildings. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

B. The specific techniques employed shall be consistent with industry practice for the size and species of the tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close half inch (1/2"); to the parent stem so that healing can readily start under normal conditions. All limbs two inches (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs to distribute the foliage and weight evenly.

C. Laterals shall be cut to preserve the natural form of the tree, leaving the head open enough for the branching system to show, permitting the dead material to be easily cleaned out and light

to show through the head. Tree foliage shall be reduced by at least fifteen percent (15%) but no more than thirty percent (30%).

D. Small limbs, including suckers and water sprouts, shall be cut close to the trunk or branch from which they arise.

E. Spider webs, pine needle debris, unattached bark accumulation and detritus trapped upon the trunk and within the lower branches and lateral joins shall be removed.

5. Park/Slope Tree Aesthetic Trimming -Aerial Unit

A. Park/Slope Tree Aesthetic trimming will be performed on trees located out of the Public Right of Way that can be safely reached with an aerial unit. These trees are typically located within City parks, landscape maintenance districts (slope areas) and city facilities. Cleanup and removal of all trimmings shall be included at no additional charge.

B. Trees designated for trimming shall be trimmed, shaped and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of twelve feet (12') over the roadway and nine feet (9') over walkways (unless otherwise directed by a City representative). Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs, streetlights and buildings. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an acceptable aesthetic appearance.

C. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close half inch (1/2"); to the parent stem so that healing can readily start under normal conditions. All limbs two inches (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs to distribute the foliage and weight evenly.

D. Laterals shall be cut to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen percent (15%) but no more than thirty percent (30%).

E. Small limbs, including suckers and water sprouts, shall be cut close to the trunk or branch from which they arise.

6. Park/Slope Tree Aesthetic Trimming -Climber

A. Park/Slope Tree Aesthetic Trimming will be performed on trees located out of the Public Right-of-Way that cannot be safely reached with an aerial unit that must be climbed in order to complete the necessary trimming. These trees may be located within City parks, landscape

maintenance districts (slope areas) and city facilities. These trees are typically located within the higher reaches of our landscape maintenance districts (slope areas) as well as areas of City parks that do not allow large vehicle access. The Contractor will be given specific locations for sites to be trimmed by a City representative prior to any work being performed. Tree quantities for this type of trimming shall be determined and agreed upon prior to any work being performed. Clean up and removal of all trimmings shall be included at no additional charge.

B. Trees designated for trimming shall be trimmed, shaped and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of twelve feet (12') over the roadway and nine feet (9') over walkways (unless otherwise directed by a City representative). Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs, streetlights and buildings. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an acceptable aesthetic appearance.

C. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close half inch (1/2"); to the parent stem so that healing can readily start under normal conditions. All limbs two inches (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs to distribute the foliage and weight evenly.

7. Palm Tree Trimming

A. Standard trim; remove all dead, drooping, live fronds, and fruiting structures as close to the trunk as possible. The remaining healthy fronds shall be at an upward thirty-degree (30°) angle in relation to a horizontal plane at the head of the palm tree. All frond sheaths shall be removed along the entire length of the tree.

B. Excessive trim (skinning); the Contractor will be given specific locations for sites to be trimmed by a City representative prior to any work being performed. Tree quantities for this type of trimming shall be determined and agreed upon prior to any work being performed. Clean up and removal of all trimmings shall be included at no additional charge. Unless "skinning" of palm trees is specifically requested, palm trees located within "zone", "area" or "grid" type assignments will receive a standard trim as summarized in item "A" above.

C. After skinning/shaping of palm, the ball shall be maintained as part of normal trimming to maintain a uniform appearance.

D. Remove all foreign plant material from top down to the base of the tree, such as ivy, vermin nests, etc.

8. Tree/Stump Removal

A. The trees to be removed will be marked in a manner determined by the City representative(s). Only those trees marked by the City shall be removed by the contractor.

B. Trees shall be felled in a manner consistent with industry practice with the primary emphasis on the safety of the Public. Extra care shall also be taken to prevent unsafe working conditions to individuals, landscape, irrigation, structures, obstacles or private property.

C. Stumps shall be ground to a minimum of eighteen inches (18") below the level of the adjacent ground. When a stump removal operation intercepts an in-service utility line, removal of the stump shall be made to the top of said utility line with the remaining portion of the stump, not obstructed by the utility line, removed to the required eighteen inches (18") minimum depth.

D. Stump grinding shall take place the same day as tree removal. Note: if stump grinding does not follow within the same work day as removal, a safety barricade marked with the companies name shall be placed and maintained over the stump until the stump grinding is complete.

E. Roots having a diameter of four (4) or more inches shall be traced out and removed to a minimum of two feet (2') from the stump crown. All roots four inches (4") or more in diameter, the tops of which are six inches (6") or less below the existing soil level; shall be considered part of the stump and shall be removed, except where such removal is prevented by existing sidewalks, curbs, buildings or other improvements.

F. Holes that are not being replanted after grinding operations shall be filled with resulting mulch and raked level with the adjacent ground. All wood, debris and excess mulch shall be removed. The resulting surrounding area shall be raked and/or swept clean.

G. The contractor shall be responsible for contacting Underground Service Alert (Digalert) for the locating of underground utilities in accordance with State law *prior* to stumping operations.

H. Contractor will remove all USA markings within forty-eight (48) hours of work completion from streets by use of black marking paint or pressure washing dependent upon location. All Digalert marks on permanent structures (sidewalks, curbs, etc.) within park areas will be pressure washed

I. Any damaged caused by removal operations shall be repaired in a timely manner at the contractors' sole expense.

9. Root Pruning

A. Root pruning work will be specified on work orders to the contractor with specific street address and location, as well as, identifying root pruning along the sidewalk or curb or both.

B. Roots shall be pruned immediately adjacent to the edge of the sidewalk or curb, or other improvement. Root pruning cuts shall be four inches (4") wide, eighteen inches (18") deep as measured from the top of sidewalk, curb or adjacent improvement. Root pruning shall extend eight feet (8') in each direction from the centerline of the tree – sixteen feet (16') in total length.

C. Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner, and equipped with padded tracks or rubber tires to prevent scraping or marking of sidewalks.

D. All cuts shall be backfilled immediately upon completion of root pruning and installation of root barrier, if required, at each location. Backfill material shall consist of dirt and/or mulch from root pruning and shall be free from rocks. All debris generated by these operations shall be immediately removed from the site and properly disposed of outside the right-of-way.

E. Any damaged caused by root pruning operations shall be repaired at the contractors' sole expense.

10. Planting

A. Planting trees to include staking, installing ties, trunk guards, root barriers if necessary, and fertilizer tablets, to maximize tree health and survival. Contractor will provide all materials and labor necessary for a complete and proper installation. New trees are to be installed in accordance with APWA (American Public Works Association), standard plans for Public Works construction details 520 -2 and double staked per 518-2 double.

B. Trees shall be provided by the contractor as set forth in the rate schedule and planted in accordance with appropriate ISA standards as applicable. Newly planted trees shall be watered by the contractor as necessary for a period of one hundred twenty (120) days for establishment.

C. The newly planted tree shall also carry with it a one hundred twenty (120) day free replacement should the tree die or be in an irreversible state of decline.

D. Tree wells, if required for newly planted trees, shall not be created to rise above the surrounding or existing grade.

11. Emergency / "On Call" Work

A. Contractor shall be required to provide emergency/"on call" response to hanging limbs, wind damaged or downed trees. This may be at night, during storm, or any other bad weather conditions. The contractor will be given specific locations via telephone call from a City authorized representative. The contractor shall be required to start the work indicated within two (2) hours of the initial telephone call and report back to the City representative upon completion of the work specified.

B. The contractor is required to provide a twenty-four (24) hour emergency phone number and/or names of a minimum of two (2) contact individuals within one week of award of contract. Should the phone number or contact person(s) change during the course of the contract it will be the responsibility of the contractor to notify the City. ***In the event the contractor cannot be contacted or fails to respond, a written notice of performance deficiency will be issued and a penalty of \$1,000.00 per incident will be deducted from future contractor payments.***

C. The contractor shall be required to provide all traffic control required during any emergency operations. Should the work involve any high voltage lines the contractor shall be required to notify the responsible utility company.

D. Work performed under the emergency provision of this contract shall be paid as set forth in the rate schedule. This shall include all labor, tools, equipment, disposal fees, and materials necessary for completing the emergency work.

12. Schedule of Work and Hours of Operation

A. Contractor will be required to commence work within ten (10) working days of award of contract, or upon receipt of assignment area or location. The contractor shall, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order and location of work.

B. The general hours of operation shall be 7:00 a.m. to 4:00 p.m. on major streets and 8:00 a.m. to 4:00 p.m. on residential streets with respect to any chipping, cutting, or other operations generating harsh or unusual noise. The days of operation shall be Monday through Friday. ***No work shall be performed on Saturday, Sunday or City observed Holidays unless authorized by the City representative(s).***

C. In addition, the contractor shall meet with City representative(s) on a pre-scheduled monthly basis or as necessary or required.

13. Clean Up

A. Contractor shall clean all job sites when work is completed. This includes raking of leaves, twigs, and any other waste material from the lawns or medians. This will also include sweeping of sidewalks and streets.

B. Each day's scheduled work shall be completed and cleaned up. ***Under no circumstances shall any brush, leaves, debris or equipment be left on the street, sidewalk or in the right-of-way overnight.*** Contractor's equipment may be stored overnight, with advance approval, in the City Corporate Yard; however, the City will not be responsible for security of contractor's equipment.

C. The Contractor shall use extra caution to not drop limbs into back yards. If this happens the contractor shall make their best efforts to contact the resident to clean up the debris.

D. The City representative(s) shall be the sole judge as to the adequacy of the clean-up.

14. Disposal of Materials or Debris

A. All tree branches, brush, tree trunks and other materials produced as a result of the contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. ***Any debris or materials requiring disposal shall not be deposited in a landfill.***

B. Reducing will include, but is not limited to, chipping, grinding, and/or shredding operations. Reusing will include, but is not limited to, using chipped, ground, or shredded tree material as mulch. Recycling will include, but is not limited to, chipped, ground, or shredded tree material used to produce compost. Transformation will include, but is not limited to, fire wood that is too large to be chipped, ground or shredded for use as mulch.

15. Mulch Program

A. Upon request the Contractor shall provide and deliver, at the Contractor's expense, one (1) forty (40) yard bin of finished mulch twice per year which may be used by the City or its landscape maintenance contractors for landscape enhancement, erosion control and water conservation activities within the City. Mulch shall be commercial grade, similar in size and condition to that required by Cal Trans. Mulch shall be free of insects, weed seeds, trash, palm, pine and tamarisk debris, and suitable for immediate application. Mulch shall be delivered to Ingalls Park, located at 3737 Crestview Avenue, Norco. Contractor may also, upon request with approval by a City representative, dispose of other clean mulch at designated City facilities. Clean mulch shall mean any wood chipping that are free of trash, excessive leaves, pine, palm and tamarisk debris.

16. Inspection

A. The City representative(s), shall at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, character of materials and equipment used, and employed in the work.

B. The inspection of the work shall not relieve the contractor of any obligation to fulfill the contract and/or complete the project described. Defective work shall be made well, notwithstanding the fact, that such defective work may have been previously overlooked by the City representative(s) and accepted for payment.

C. Periodically inspect the work to assist in ensuring the work meets City standards.

D. All work shall meet the approval of the City representative(s), or rectified by the Contractor to a condition that does meet this acceptance. Corrective action shall be performed at no additional cost to the City. In addition, the Director of Public Works, or his/her authorized representative, shall be the determining authority with respect to all issues regarding the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work. Whenever Contractor's designated supervisor is not present for any part of the work where it may be desired that he/she give direction, orders within the scope of these specifications may be given by the Superintendent of Public Works or Superintendent of Parks and Public Facilities or his/her authorized representative, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

17. Brochures

A. Contractor will provide brochures or door hangers that are acceptable to the City representative(s) that describes the tree trimming process, and are readily accessible to the Citizens of Norco. ***Sample brochures must be included with submitted proposal.***

B. The brochures or door hangers shall be printed in English on one side and Spanish on the other side.

18. Pictures

A. Contractor is to supply, at no cost to the City, pictures of "before" and "after" trimming, that is suitable for reproduction when requested by the City. Pictures that are provided shall be of one (1) per species, per Grid to showcase the work that was completed.

B. Pictures shall be provided for any tree that is determined to be dead, dying or diseased.

C. When called out for emergency situation before and after pictures shall be taken. These pictures will be provided electronically to a designated City representative by the next business day.

19. Traffic Control

A. Contractor shall refer to the latest edition of the 'California Manual on Uniform Traffic Control Devices' (MUTCD) as amended for use in California. This manual conforms to all City of Norco Traffic Safety requirements and operating rules, and shall be followed at all times while this contract is in effect. The contractor may also utilize 'Cal Tran's standards for safety and traffic control'.

B. Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility solar arrow board when necessary with no exception. All traffic safety equipment must be approved for use, prior to utilization, by the City.

C. A traffic control plan will be submitted to the City representative/s at least fifteen (15) days prior to starting this contract for arterials.

D. Illuminated arrow boards, sign standards, delineators and/or cones shall be used to identify work sites for vehicular and pedestrian safety.

E. Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard and the necessary warning and protective measures shall be immediately furnished and installed at the Contractor's expense. If the contractor cannot immediately correct any noted deficiencies to the satisfaction of the City representative(s) then the worksite shall be immediately closed, all equipment removed and work stopped until the proper equipment can be supplied at contractor expense.

20. Signs

A. Contractor shall equip each vehicle used in the City with signs that read, "Tree Maintenance Services Contractor for the City of Norco".

21. Tree Inventory Database

A. Contractor shall provide and maintain an up-to-date user-friendly computerized tree inventory software system of all trees serviced for the City during the term of this contract. The contractor shall provide the City with a state-of-the-art record keeping software system that allows the City to monitor and maintain information regarding our Urban Forest Maintenance Program. The system shall provide detailed information which includes accurate GPS location of trees within one (1) meter, tree species, site information such as the diameter at breast height, crown height, botanical and common names, photograph of the actual tree, work histories, service requests, and summary reports and shall be consistent with the City of Norco Urban Forest Management Plan. The City currently utilizes the Arbor Access tree inventory system. Special consideration will be given to contractors who utilize this system or can provide a compatible database.

- Contractor is required to provide an ISA Certified Arborist with sufficient experience to perform tree data collection and provide a cursory tree evaluation.
- Areas to be collected will include, but not be limited to, Landscape and Lighting Maintenance Districts (LLMD), Parks, Right-of-ways and City owned Facilities.
- Attributes to be collected by field personnel include District (area number or name), possibly a sub area, species identification, size (diameter at breast height) and condition evaluation.
- Provide the City with Global Positioning System (GPS) coordinates for each tree inventoried. The information collected can be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude.
- By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs.
- At the end of the project, the City will receive a complete listing of all sites inventoried, both in hard copy and in a software program, which will enable the City to connect the inventory to the GIS program and create various frequency reports.

Attributes to be collected by field personnel may include, but is not limited to:

- Tree Number
- City Right-of-way, LLMD, Park and Facility
- Street
- Location by Address
- Location by GIS, X, Y State Plane Coordinate
- Species by Botanical Name and Common Name
- Tree Diameter
- Canopy Spread
- Tree Height
- Recommended Maintenance Classification

- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Public/Private Code

B. Upon completion of the Tree inventory database a prune cycle calculator shall be determined by the contractor based off of budget, quantity of trees, and species of the trees.

C. The Contractor shall have at a minimum five (5) years of experience in collecting tree inventories and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The Contractor shall have developed a complete and comprehensive computer software program in at least five (5) California cities. The program should have specialized reports designed specifically for City representative's needs. The program should be developed based on the needs of the City and allow the City to modify, and structure the program specific to our needs. The user-friendly program should allow City representatives to generate a variety of reports quickly.

D. In addition to the tree inventory program the City will require access to a field-based management program accessible from a smart phone or tablet that will allow staff members to view site specific information and/or detailed work history. The field-based management program shall also allow for generating and sending of work requests from the field.

E. The Contractor shall provide technical maintenance and support and training for City personnel on the use of the tree inventory program.

F. The Contractor will assist the City in updating its Urban Forest Management Policy and Guidelines document.

22. Contractor's Employees

A. The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.

B. The Contractor's employees shall, when working on medians or in other vehicle traffic areas, be required to wear hi-visibility reflective safety vests over their uniforms.

C. The Contractor's employees shall wear hard-soled shoes at all times while on duty. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

EXHIBIT B

City of Norco Standard Agreement for Professional Services

**CITY OF NORCO
CONTRACT AGREEMENT
FOR
TREE TRIMMING, REMOVAL, AND PLANTING CONTRACT SERVICES
FISCAL YEARS 2023-24 THROUGH 2027-28**

1. Parties and Date.

This Agreement is made and entered into this ____ day of May, 2023 by and between the City of Norco, a municipal corporation of the State of California, located at 2870 Clark Avenue, Norco, California 92860, County of Riverside, State of California, (hereinafter referred to as "City") and _____, a corporation with its principal place of business at _____ (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by The City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing tree trimming, removal, and planting contract services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of the City.

2.2 Services.

City desires to engage Contractor to render such services for Tree Trimming, Removal, and Planting Contract Services ("Services") as set forth in this Agreement.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the tree trimming, removal, and planting contract services on an as-needed basis necessary for said Services. The Services are more particularly described in Attachment 1 attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The terms of this Agreement shall be from July 1, 2023 through

June 30, 2028, with the option to renew for two (2) one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be provided by Contractor. Contractor will determine the means, methods and details of providing the necessary Services subject to the requirements of this Agreement. City retains Contractor on an independent Contractor basis and not as an employee. Any additional personnel conducting Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with conducting Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the timeframe set forth herein. Contractor represents that it has the professional and technical personnel required to provide Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Services timeframe, City shall respond to Contractor's Requests for Information in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Services timeframe.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Director of Public Works, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates _____, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in providing said Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Attachment 1 attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of, \$100.00 per day.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free

and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.8.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.8 or any of its sub-sections.

3.2.8.2 Employment Eligibility; Subcontractors, Contractors, and Sub-subcontractors. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, Contractors, and sub-subcontractors performing any work or Services relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.8.1.

3.2.8.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, Contractors, sub-subcontractors or subcontractors to meet any of the requirements provided for in Sections 3.2.8.1 or 3.2.8.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.8.2); or (3) failure to immediately remove any person found not to be in compliance with such requirements.

3.2.8.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.8.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.8.6 Air Quality. To the extent applicable, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Throughout the life of this Contract, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed

operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

- \$1,000,000 per occurrence for bodily injury and property damage
- \$1,000,000 per occurrence for personal and advertising injury
- \$2,000,000 aggregate for products and completed operations
- \$2,000,000 general aggregate applying separately to the work performed under the Contract

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY Professional Liability (Errors and Omissions) insurance appropriate to Contractor's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to VVTA, its board members, officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to VVTA's Executive Director or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such

policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Contractor maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Contractor, Contractor must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to VVTA for review.
5. These requirements shall survive expiration or termination of the Agreement.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Contractor or any of its

subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Agreement.

Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, sub-Contractors, subcontractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the subcontractor.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In providing Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Rates and Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all design services rendered under this Agreement at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The total contract shall be based on a contract unit cost as described in attachment "B" for services provided to the City for a "not to exceed" amount of \$XXXXXX annually.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 Ownership of Materials and Confidentiality

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of the City, and shall not be

used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of said Services, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Contractor shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subcontractors. Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its subcontractors, or those provided to Contractor by the City.

3.5.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time, provided that any such use not within the purposes intended by this Agreement without employing the services of Contractor shall be at City's sole risk.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be

required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the follow address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

XXXXXX
XXXXXX
XXXXXX
Attention: XXXXX

City:

City of Norco
2870 Clark Avenue
Norco, CA 92860
Attention: Director of Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the US Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification. To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend the City and its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor, its principals, officers, employees, agents or volunteers in the performance of

this Agreement.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.6.9 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with said Services.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be work days (Monday through Friday, excluding holidays). All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Name of Contractor:

*By:

Signature

Name - Title

**NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED.
Attach Certificate of Notary Acknowledgement**

OWNER: CITY OF NORCO, a municipal corporation

*By:

Robin Grundmeyer, Mayor

ATTEST:

Dana Roa, CMC, City Clerk

APPROVED AS TO FORM:

Colin Burns, City Attorney

EXHIBIT A
FOR
TREE TRIMMING, REMOVAL, AND PLANTING
CONTRACT SERVICES RFP

EXHIBIT B
Contractor Proposal and Fees

GENERAL LIABILITY ENDORSEMENT

CITY OF NORCO
2870 Clark Avenue
Norco, CA 92860
(951) 270-5678

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company _____
Policy Number _____
2. Policy Term (From) _____ (To) _____
Endorsement Effective Date _____
3. Named Insured _____
4. Address of Named Insured

5. Limit of Liability Any One Occurrence/Aggregate
\$ _____ / _____
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

7. Coverage is equivalent to:
Comprehensive General Liability Form GL0002 (Ed. 1/73)

Commercial General Liability "Occurrence" Form CG0001

8. Bodily Injury and Property Damage Coverage is:
_____ "occurrence"

Note: The City of Norco standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage is not acceptable. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

9. Description of Project:

The City utilizes a 5-year trimming program (divided up into grids) intended to trim every tree within a 5-year period and is provided on the City's website so residents can know what year their frontage trees might be trimmed. The City Tree Trimming Contract will provide tree trimming services of all public trees within the city limits of the City of Norco. The contractor shall provide all labor, equipment, tools, fuel, materials, dumping, insurance, supervision, and all other items needed to deliver excellent tree maintenance services.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** As respects any work performed on the above described Project, the City of Norco, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured on the above described Project for or on behalf of the City of Norco; or (b) products sold by the Named Insured to the City of Norco for use on the Project; or (c) premises leased by the Named Insured from the City of Norco, the insurance afforded by this policy shall be primary insurance as respects the City of Norco, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the City of Norco, its elected or appointed officers, officials, employees, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office Form Number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or
 - (2) Insurance Services Office Commercial General Liability Coverage, "Occurrence" Form CG 0001; or

- (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding Sections (1) and (2).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Norco, its elected or appointed officer, officials, employees, consulting engineers or volunteers.
6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by certified mail return receipt requested has been given to the City of Norco. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN:

(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to
(Print/Type Name)

bind the below-listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Original Signature required on endorsement furnished to the City of Norco)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF NORCO
2870 Clark Avenue
Norco, CA 92860
(951) 270-5678

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company _____
Policy Number _____
2. Policy Term (From) _____ (To) _____
Endorsement Effective Date _____
3. Named Insured _____
4. Address of Named Insured _____
5. Limit of Liability Any One Occurrence/Aggregate
\$ _____ / _____
6. Deductible or Self-Insured Retention
(Nil unless otherwise specified):
\$ _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City of Norco, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Norco, its elected or appointed officers, officials, employees, consulting engineers or volunteers.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City of Norco, the insurance afforded by this policy shall: (a) be primary insurance as respects the City of Norco, its elected or

appointed officers, officials, employees, consulting engineers or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Norco, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage to the Named Insured at least as broad as:
 - (1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding Section (1).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage, or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Norco, its elected or appointed officer, officials, employees, consulting engineers or volunteers.
6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by certified mail return receipt requested has been given to the City of Norco. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN:

(Title)

(Department)

(Company)

(Street Address)

(City)

(State)

(Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to
(Print/Type Name)

bind the below-listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Original Signature required on endorsement furnished to the City of Norco)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY ENDORSEMENT

CITY OF NORCO
 2870 Clark Avenue
 Norco, CA 92860
 (951) 270-5678

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company _____
 ("the Company")
 Policy Number _____
2. Effective Date of this Endorsement _____
3. Named Insured _____
7. Employer's Liability Limit (Coverage B) _____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- (1) Cancellation Notice. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by certified mail return receipt requested has been given to the City of Norco. Such notice shall be addressed as shown in the heading of this endorsement.
- (2) Waiver of Subrogation. The Insurance Company agrees to waive all rights of subrogation against the City of Norco, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Norco.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind
(Print/Type Name)

the below-listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Original signature required on endorsement furnished to the City of Norco)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____

6 City, state, and ZIP code _____

7 List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

[]	[]	[]	-	[]	[]	-	[]	[]	[]
-----	-----	-----	---	-----	-----	---	-----	-----	-----

OR

Employer identification number

[]	[]	[]	-	[]	[]	[]	[]	[]	[]
-----	-----	-----	---	-----	-----	-----	-----	-----	-----

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1089-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payees must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**CITY OF
NORCO**
HORSETOWN USA

City Council STAFF REPORT

Date: May 17, 2023

Agenda Item:
2.H.

To: Honorable Mayor and City Council Members

Prepared By: Chad Blais, Public Works Director

Department: Public Works

SUBJECT:

Approval of 5-Year Tree Trimming, Removal, and Planting Contract with West Coast Arborists, Inc.

RECOMMENDATION:

Accept the proposal from West Coast Arborist, Inc. and award a five-year Tree Trimming, Removal, and Planting Contract in an amount not to exceed amount of \$250,000 annually.

SUMMARY:

Staff solicited proposals for annual tree maintenance service to maintain the community tree canopy. The City received three proposals and based on the review of the proposals, staff selected West Coast Arborists (WCA) as the most qualified firm to maintain the City's urban forest. Staff is recommending approval of a five year Agreement with WCA.

BACKGROUND:

The City utilizes contract tree trimming and tree maintenance services to perform scheduled and emergency trimming and removal of the City's estimated 9,000 trees and to provide other on-call services. Maintaining a community tree canopy is a key component in preserving safety, aesthetics, addressing liability and in promoting a beautiful community with tree line trails and parkways adding to the quality of life for residents and visitors to Horsetown USA. The majority of the over 9,000 trees in inventory are situated along residential and equestrian trails, parks and parkways.

WCA has been the contract maintenance service provider for the City for the last 17 years. During the current contract the City successfully implemented a five-year tree-grid trimming maintenance program which divides the City boundaries into five tree maintenance zones; typically, one zone per year is trimmed. During the year, minor additional maintenance in the other zones may/may not occur based on need and budget allocations. Using the zone method allows for all trees to be inspected and judiciously

pruned once every five years. However, the current maintenance agreement is set to expire June 30, 2023.

Therefore, staff elected to develop a request for proposals (RFP) in effort to see the level of services and rates being offered in the marketplace. On April 3, 2023, the City posted an official RFP on PlanetBid website for Tree Trimming, Removal and Planting Contract Services. On April 26, 2023, the City received three proposals: West Coast Arborists, Mariposa Tree Management Inc., and Golden West Arbor Services.

Staff reviewed the proposals by evaluating each company's experience, credentials, completeness, accuracy, firm history, location, services offered, years in business and familiarity with the City and total aggregate costs. As part of the process in evaluating the proposals, staff looked at two primary factors: (1) the overall pricing proposed by the firm for individual services and (2) the quality and response capability of the firm. Please note Golden West Arbor Services only provided hourly rates and therefore the proposal is not being considered. After a thorough review of the remaining two proposals, it was determined WCA offered more competitive pricing and services. WCA's proposal (see attached WCA Proposal) outlines the rates provided in year one (1) and two (2) will remain the same before an increase begins in year three (3). In addition, WCA's current awareness of the City's needs, familiarity with the community (working around horses), and overall positive performance during the current contract will allow the City to continue our high level of service to the community. Staff prepared a summary sheet of the services that are comparable between the two proposals to allow for comparison (see Fee Schedules).

Staff is recommending the City Council accept the proposal from West Coast Arborists, Inc. and award a five (5)-year Tree Trimming, Removal, and Planting Contract in an amount not to exceed amount of \$250,000 annually. The agreement does allow for two one (1)-year extensions approved by mutual agreement.

FISCAL IMPACT:

The funding for contract tree maintenance services in the amount of \$250,000 is traditionally funded from Gas Tax Fund. However, for fiscal year 2023-24 the Gas Tax Fund is anticipated to have insufficient funds to cover all the various services funded annually, therefore, staff is proposing Council approve the use of Measure R funds for the upcoming fiscal year. If sufficient Gas Tax Revenues are available in subsequent fiscal years to cover contract tree maintenance, then those services will revert back to the Gas Tax Fund.

RELATIONSHIP TO STRATEGIC PLAN:

Approval of the multi-year tree maintenance contract is consistent with Strategic Direction No. 5 - Infrastructure & Asset Management: Ensure timely preservation, replacement, improvement and acquisition of infrastructure and capital assets.

REVIEWED AND APPROVED BY:

Certified as to Availability of Funds: Lisette Free, Finance Director
Approved by: Lori Sassoon, City Manager

Approved as to Form: Harper and Burns, LLC, City Attorney

ATTACHMENT(S):

[West Coast Arborist Proposal](#)

[Fee Schedule Comparison](#)

[West Coast Arborist Contract](#)



Setting the Gold Standard
by partnering with over 300 communities

City of Norco

RFP/Q – Tree Trimming, Removal and Planting Contract Services

GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
Technology



West Coast Arborists, Inc.

WCAINC.COM • (800) 521-3714

LIC #366764 • DIR #100000005

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Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

April 26, 2023

City of Norco

Attn: Department of Public Works

2870 Clark Avenue

Norco, CA 92860

RE: RFP/Q Tree Trimming, Removal and Planting Contract Services

Due: Wednesday, April 26, 2023 at 3pm

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree maintenance services for the City of Norco. WCA is a family-owned and operated company employing over 1,100 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a period of 90 calendar days.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 50-year track record of working for more than 330 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping) and Class C31 (Traffic Control). We currently employ over 90 Certified Arborists and over 150 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Riverside Office located at 21718 Walnut Avenue, Grand Terrace, CA 92313. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Martin Cortez, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 713-0717 or mcortez@wcainc.com.

Sincerely,

Patrick Mahoney, President

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.9

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COMPANY QUALIFICATIONS

COMPANY INFORMATION

President: Patrick Mahoney

Organization Type: Corporation

Established: 1972

Federal Tax ID: 95-3250682

DIR Registration: 1000000956

Members of Laborers' Union:
LiUNA!

SAM Entity ID: CFJMV MJ9NSD1

CORPORATE OFFICE

2200 E. Via Burton St.

Anaheim, CA 92806

REGIONAL OFFICES

Escondido, CA

Fresno, CA

Indio, CA

Phoenix, AZ

Riverside, CA

Sacramento, CA

San Diego, CA

San Jose, CA

San Francisco, CA

Santa Clarita, CA

Stockton, CA

Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Martin Cortez, Area Manager

Riverside Office

21718 Walnut Ave.

Grand Terrace, CA 92313

Phone (909) 783-6544

Fax (909) 783-6515

Email: mcortez@wcainc.com

EMERGENCY RESPONSE 24/7

Company Introduction

WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,100 full-time employees providing tree maintenance and management services. We are proudly serving over 3300 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



**95+ ISA
Certified Arborists**



**50 Years Experience
(Similar Size & Scope)**



**1,100+ Qualified
Employees**



Accredited by TCIA



**Local Office
(Grand Terrace)**



**1600+ Pieces of
Equipment (Owned)**

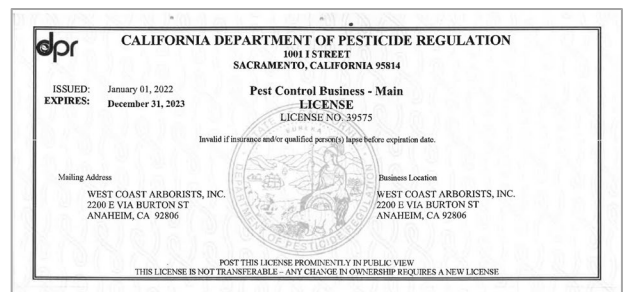
Corporate Capabilities

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest, disqualified, removed, or otherwise prevented from bidding on, or completing any contract for tree maintenance services.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C27, C31, C21, A & B
- Over \$8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,100+ employees
- 330+ contracts with public agencies
- 95+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 20,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$25 million
- Federal Tax ID #95-3250682, current on all taxes and filings with state and federal government
- Sales volume over \$140 million annually
- Fleet of approximately 1,600 pieces of equipment

Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of California Cities |
–Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)



Contractor Information		Registration History	
Legal Entity Name	WEST COAST ARBORISTS, INC.	Effective Date	Expiration Date
Legal Entity Type	Corporation	05/29/18	06/30/19
Status	Active	06/07/17	06/30/18
Registration Number	1000000956	06/09/16	06/30/17
Registration effective date	07/01/22	06/26/15	06/30/16
Registration expiration date	06/30/24	08/19/14	06/30/15
Mailing Address	2200 E VIA BURTON ANAHEIM 92806 CA United States of America	07/01/19	06/30/22
Physical Address	2200 E VIA BURTON ANAHEIM 92806 CA United States of America	07/01/22	06/30/24
Email Address	vgonzalez@wcainc.com		
Trade Name/DBA			
License Number (s)	CSLB-366764		
	CSLB-366764		

SCOPE OF SERVICES

Grid Tree Pruning

Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and in its entirety. This includes pruning all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 15% of the live foliage removed at a given time.

Special Request Tree Pruning

Special Request Tree Pruning includes tree maintenance services on designated tree(s) as ordered by the City's Arborist or designee. This category of pruning may include structural pruning, crown raising, crown cleaning and/or pruning to restore the crown. Whichever work type is ordered by the City, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Trees that are identified for a Special Request Tree Prune shall have approximately 25% of the live foliage removed at a given time.

Pruning to reduce the tree's crown (or Crown Reduction Pruning) may be performed when conditions within the crown of a hardwood tree are such that the overall canopy mass and excessive wood weight needs to be reduced. This type of prune is performed when the City's primary objective is to maintain or improve tree health and structure and will be charged at the Crew Rental rate as agreed upon by the City and WCA.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Young Tree Maintenance (Optional)

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following under the hourly rate:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

Root Pruning

We strongly recommend against any root pruning, however, should the City elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away. This is performed under the hourly rate.

Tree and Stump Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification. Our standard stump grinder is the Vermeer SC802. This stump grinder is ideal for any size job and can be used to grade large stumps. We also use the Dosko SC69 stump grinders. These are intended to remove tree stumps and exposed root systems close to ground level. Tree removal and stump removal are to be charged separately in accordance with the contract.



Tree Planting

We can replace trees that have been removed and plant new trees in accordance with the City's specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs. WCA currently provides tree watering in the cities of Culver City, Santa Clarita and Santa Monica as part of their regular tree maintenance services.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.



WCA provides the technology, management, and civic experience that makes it the preferred tree management partner across the West.

Plant Health Care

Tim Crothers, Plant Health Care Manager

ISA Board Certified Master Arborist WE-7655 BUM

DPR Qualified Pest Control Applicator #145321, QAL Category B & D

Our PHC program managed by Tim goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

TEAM QUALIFICATIONS

Introduction

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.



Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

Work Force

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. **The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."**

Certification

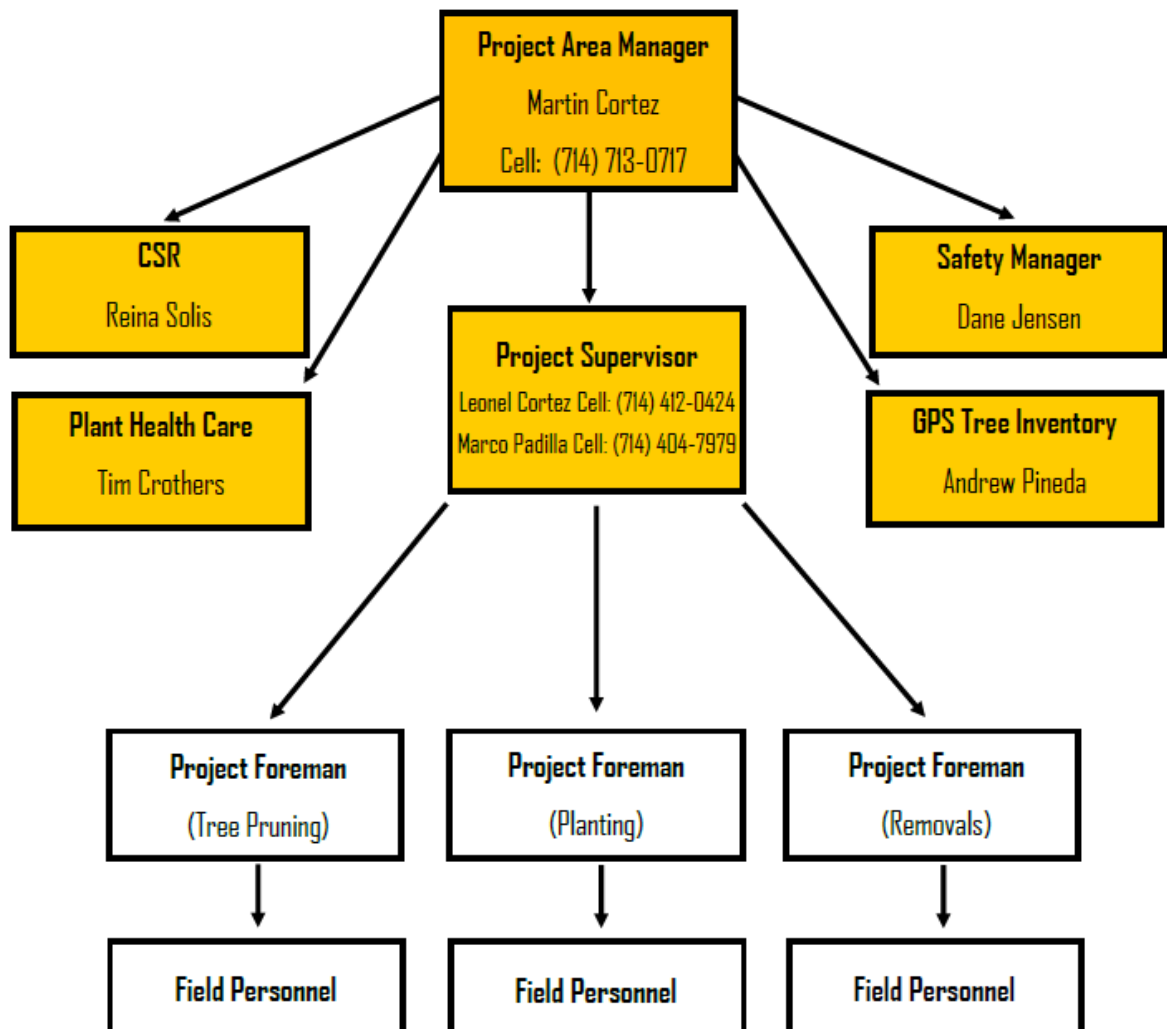
WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

Crew Evaluation

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.



ORGANIZATIONAL CHART PROJECT TEAM



WCA's ISA Certified Arborists

ADAN BALTAZAR REYNAGA	WE-7786AT	HERMINIO PADILLA	WE-7552AUTM	JOSE MANUEL PEREZ	WE-0818AT	REBECCA A. MEJIA	WE-2355A
ANDREW JOSEPH PINEDA	WE-12738A	HUGO ANGEL RINCON	WE-8710AT	JOSEPH NICK ALAGO	WE-4396AU	RENE ROSALES	WE-7941AT
ANDREW R. TROTTER	WE-0642AU	IGNACIO LOPEZ	WE-7329AU	JOSEPH BARTOLO	WE-2034AU	RICHARD R. MAHONEY	WE-1171A
ANDREW JOSEPH ONDREJECH	WE-13817A	ISAAC GARZA, JR.	WE-8689A	JUAN ORTIZ	WE-8514AT	ROBERT EDWARD KNIGHT	WE-11564AT
BENJAMIN EUGENE BORDSON	WE-10777A	ISAAC ONTIVEROS	WE-8567A	JUAN P. LAIJA, JR.	WE-13425A	ROBERT D. THOMPSON	WE-0915AU
BRIAN C. KIRKEGAARD	WE-10476AT	ISAIAH BARAJAS MACIAS	WE-10979AT	JULIO C. GARCIA VAZQUEZ	WE-11175AT	ROBERT A. WRIGHTSON	WE-10411A
BRIAN M. KOCH	WE-0341A	ISIDRO ESTRADA BARBOZA	WE-11685A	JUSTIN LEE MENZEL	WE-11756A	ROSE M. EPPERSON	WE-1045A
CALVIN F. HAUPT	WE-10777A	J. ALONSO GARCIA-LOPEZ	WE-8499A	KANAMI MARIE OTANI	WE-13275A	RYAN R. COLBERT	WE-13154A
DANE JENSEN	WE-12014A	JAIME ROGELIO HERNANDEZ	WE-5297AT	KELLY ANN PARKINS	WE-13868A	SAMUEL JIMENEZ	WE-11109AT
DANIEL CHAVARRIA	WE-10292AT	JAMES PAUL SPECK II	WE-10858AT	KRIS BURBIDGE	WE-9566AUM	SEAN PATRICK SULLIVAN	WE-10050AT
DANIEL MAHONEY	WE-10434A	JASON ROSS DAVLIN	WE-7628A	LEONARDO RAMOS	WE-11264AT	SHAWN A. GUZIK	WE-3182AU
DANIEL RIVAS	WE-10850AT	JASON PINEGAR	WE-2039AU	LEONEL CORTEZ	WE-8625AT	STEFAN B. KALLENBERG	WE-10730AT
DANIEL WILLIAM VILLA, II	WE-13609AT	JEREMY PAUL PIERCE	WE-12566A	LORENZO PEREZ	WE-7443AT	STEPHEN GLENN DAVIS, JR.	WE-10894AUTM
DAVID GLYN EVANS	WE-1588A	JERRY A. ROWLAND	WE-6353A	MANUEL BRIANO	WE-8791AT	STEVE B. HUNT	WE-1044AT
DEBORAH DEPASQUALE	WE-3812A	JOEL LOPEZ	WE-10871AT	MARCO A. PADILLA JIMENEZ	WE-8621AT	TIMOTHY R. PATTERSON	WE-12037A
EDIBERTO SERNA SALAZAR	WE-11051AT	JOHN LEE PINEDA	WE-10367AUT	MARIO A. GONZALEZ	WE-13119A	TYLER KEASBEY LEHMANN	WE-13460A
EDUARDO VARGAS	WE-11058AT	JORGE MAGANA	WE-3460A	MATEO ARVIZU	WE-10151AT	VICTOR M. GONZALEZ	WE-7175AM
ERNESTO J.F. MACIAS	WE-7120AUM	JOSE LUIS ABALOS	WE-8734A	MICHAEL ALAN DA SILVA II	WE-12483A	WALLACE BURCH	WE-0713AT
FELIX HERNANDEZ	WE-2037AT	JOSE M. CORTEZ TORRES	WE-8539AUT	MICHAEL LOUIS YOUNG	WE-11687AT	WILLIAM STEVE PONCE	WE-6461A
FRANCIS LEO MALABUYOC	WE-12279AT	JOSE MANUEL JIMENEZ URQUIZO	WE-11111AT	MICHAEL ANTHONY NUNES	WE-12943A		
GENARO VICENTE CORONEL	WE-12740A	JOSE INEZ MANCILLA	WE-10983AT	MITCHELL ANDREW OWENS	WE-12619AT		
GERARDO MARTINEZ GARCIA	WE-11358A	JOSE M. CHAVARRIA MANZO	WE-11210AT	NESTOR M. CABRERA MORA	WE-13613AT		
GERARDO PEREZ	WE-9131AT	JOSE A. ALVAREZ	WE-10908AT	NESTOR VALENCIA	WE-11359A		
GONZALO REGALADO	WE-9952AT	JOSE ALFREDO GONZALEZ	WE-6475AT	OSCAR GUTIERREZ	WE-12783AT		
HECTOR MONTES	WE-8079AUT	JOSE LUIS DELREAL	WE-11231AT	PATRICK O. MAHONEY	WE-1172A		

WCA's ISA Certified Tree Worker/Climbers

AN BALTAZAR REYNAGA	WE-7786AT	GABRIEL GAMINO	WE-11167T	JOSE M. MUNIZ GARCIA	WE-11686T	SALUSTIO SANCHEZ ARROYO	WE-11462T
ADAN RODRIGUEZ	WE-11281T	GABRIEL MERCADO RUIZ	WE-11568T	JOSE MANUEL PEREZ	WE-0818AT	SAMUEL JIMENEZ	WE-11109AT
ADOLFO S. RUIZ	WE-11294T	GAMALIEL MANZANO CORONA	WE-12280T	JUAN AMADOR ARCE	WE-11480T	SANTOS MACIAS LEMUS	WE-10980T
ADRIAN MUNOZ	WE-13987T	GEORGE HERNANDEZ PEREZ	WE-12269T	JUAN BECERRA	WE-10932T	SEAN PATRICK SULLIVAN	WE-10050AT
ALFREDO ANGEL LOPEZ	WE-11334T	GERARDO MARTINEZ GARCIA	WE-10997T	JUAN C. LOPEZ GARCIA	WE-12918T	SERGIO LOPEZ-RIVERA	WE-10957T
ANDRES ROMAN	WE-11285T	GERARDO PEREZ	WE-9131AT	JUAN MARQUEZ	WE-10987T	SERGIO MACIAS-PEREZ	WE-10920T
ANDREW JOSEPH ONDREJECH	WE-13817AT	GERARDO PEREZ BADILLO	WE-13986T	JUAN ORTIZ	WE-8514AT	STEFAN B. KALLENBERG	WE-10730AT
ANTHONY DOUGLAS FONG II	WE-12051T	GERARDO A. ORDUNO	WE-11036T	JUAN C. PENA-ARIAS	WE-11327T	STEPHEN GLENN DAVIS, JR.	WE-10894AUTM
ANTONIO CASTELLANOS	WE-11203T	GONZALO REGALADO	WE-9952AT	JUAN TELLEZ TAPIA	WE-11137T	STEVE B. HUNT	WE-1044AT
ANTONIO GARCIA CONTRERAS	WE-11173T	HARLEY THOMAS DAVIS	WE-13430T	JUAN C. TORRES-COVARRUBIAS	WE-12343T	TRISTON JAMES POWERS	WE-12211T
ARIEL ALONSO	WE-10906T	HECTOR MONTES	WE-8079AUT	JULIO C. GARCIA VAZQUEZ	WE-11175T	TYLER KEASBEY LEHMANN	WE-13460AT
ARMANDO O. LOPEZ	WE-10953T	HERIBERTO CORONEL WENCESLAO	WE-11218T	LEONARDO RAMOS	WE-11264AT	VENTURA GOMEZ	WE-11180T
ARMANDO SOTO	WE-11131T	HERMINIO PADILLA	WE-7552AUTM	LEONEL CORTEZ	WE-8625AT	WALLACE BURCH	WE-0713AT
AURELIO PAZ-GUZMAN	WE-11084T	HUGO ANGEL RINCON	WE-8710AT	LETUSIA MUAU, JR.	WE-11021T		
BENJAMIN EUGENE BORDSON	WE-10777AT	HUMBERTO CHAVARRIA	WE-11207T	LORENZO ARREOLA-MURILLO	WE-13612T		
BRIAN C. KIRKEGAARD	WE-10476AT	ISAIAH BARAJAS MACIAS	WE-10979AT	LORENZO PEREZ	WE-7443AT		
BRIAN NORTON	WE-12678T	ISRAEL A. RAMIREZ	WE-11567T	LUIS P. PEREZ	WE-11245T		
CANDELARIO PRIEGO	WE-12781T	J. SOCORRO GARCIA	WE-11172T	LUIS A. MUNOZ RAMIREZ	WE-11023T		
CARLOS IXIA	WE-11106T	JAIME ROGELIO HERNANDEZ	WE-5297AT	MANUEL BARRAGAN	WE-10925T		
CARLOS LEYVA BARAJAS	WE-12620T	JAMES PAUL SPECK II	WE-10858AT	MANUEL BRIANO	WE-8791AT		
CARLOS RAMOS	WE-11263T	JESUS M. SARABIA PENA	WE-11450T	MARCO A. CASTILLO REYES	WE-13429T		
CELEDONIO R. MANZANO OLEA(E)	WE-10984T	JESUS A. MONTES	WE-11014T	MARCO A. PADILLA JIMENEZ	WE-8621AT		
CELESTINO PEREZ	WE-11243T	JESUS E. GARCIA ARCE	WE-13723T	MARCOS RICHARD-MARTINEZ	WE-10989T		
CESAR GUADALUPE VALENZUELA REYES	WE-11076T	JOEL LOPEZ	WE-10871AT	MATEO ARVIZU	WE-10151AT		
CESAR WENCESLAO	WE-10968T	JOEL MARTINEZ	WE-10992T	MELCHOR LEMUS	WE-11237T		
CUAUHTEMOC AMEZCUA QUEZADA	WE-14058T	JOEL ORTIZ	WE-11039T	MICHAEL ALAN DA SILVA II	WE-12207T		
DANIEL CHAVARRIA	WE-10292AT	JOEL M. RIVERA	WE-11273T	MICHAEL LOUIS YOUNG	WE-11687AT		
DANIEL ELIZARRARAS	WE-13611T	JOHN LEE PINEDA	WE-10367AUT	MIGUEL AYALA	WE-10924T		
DANIEL RIVAS	WE-10850T	JONATHAN GARCIA HERNANDEZ	WE-13989T	MIGUEL MACIAS	WE-10978T		
DANIEL WILLIAM VILLA, II	WE-13609T	JORGE ARREOLA-HERNANDEZ	WE-11321T	MIGUEL A. VALERIO AJAL	WE-13848T		
DELFINO AGUILAR-MORALES	WE-10900T	JORGE DUENAS	WE-11144T	MITCHELL ANDREW OWENS	WE-12619T		
DEMETRIO LIRA	WE-11323T	JORGE JIMENEZ	WE-11110T	NELSON R. AGUIRRE	WE-10901T		
DEMETRIO OSEGUERA	WE-11043T	JOSAFAT MONTOYA	WE-11015T	NESTOR M. CABRERA MORA	WE-13613T		
EDIBERTO SERNA SALAZAR	WE-11051T	JOSE AGUAYO	WE-10899T	NICOLAS GODINA	WE-11907T		
EDUARDO AVILA	WE-10812T	JOSE ABEL CANCINO	WE-11192T	OSCAR GUTIERREZ	WE-12783T		
EDUARDO HERNANDEZ	WE-12917T	JOSE AGUSTIN CARRILLO	WE-11200T	PEDRO CUEVAS	WE-11765T		
EDUARDO VARGAS	WE-11058AT	JOSE M. CORTEZ TORRES	WE-8539AUT	PEDRO GARCIA	WE-11168T		
EDWIN ANTONIO FUENTES	WE-12777T	JOSE R. GRANADOS	WE-11186T	PEDRO ADALBERTO HERNANDEZ	WE-11095T		
				ALTAMIRANO			
FAUSTO GUZMAN	WE-11083T	JOSE JIMENEZ	WE-11108T	PEDRO SANDOVAL	WE-11301T		
FELIX GARCIA	WE-11170T	JOSE JIMENEZ HERNANDEZ	WE-11113T	RAMON ZUNIGA GOMEZ	WE-10977T		
FELIX HERNANDEZ	WE-2037AT	JOSE MANUEL JIMENEZ URQUIZO	WE-11111T	RANULFO PERALTA CASTANEDA	WE-11202T		
FRANCIS LEO MALABUYOC	WE-12279AT	JOSE INEZ MANCILLA	WE-10983T	RAUL JIMENEZ DURAN	WE-13865T		
FRANCISCO URENA JIMENEZ	WE-11075T	JOSE M. CHAVARRIA MANZO	WE-11210AT	RAUL MANZO HERNANDEZ	WE-10985T		
FRANCISCO LOPEZ	WE-10952T	JOSE RODRIGUEZ	WE-11277T	RAUL TELLEZ TAPIA	WE-11138T		
FRANCISCO RAMIREZ	WE-11259T	JOSE ALEJANDRO VALENZUELA	WE-11674T	RENE ROSALES	WE-7941AT		
FRANCISCO VILLANUEVA	WE-10965T	JOSE A. ALVAREZ	WE-10908T	ROBERT EDWARD KNIGHT	WE-11564T		
FRANCISCO F. WENCESLAO BARAJAS	WE-10969T	JOSE ALFREDO GONZALEZ	WE-6475AT	ROMUALDO GAETA LUNA	WE-11165T		
FRED LOPEZ-PASTOR	WE-13988T	JOSE LUIS DELREAL	WE-11231AT	SALOMON SILVA	WE-11053T		

PROJECT APPROACH AND MANAGEMENT

Implementation Plan

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Area Manager: Martin Cortez

ISA Certification #: WE-8689A

TCIA CTSP #3312

ISA Tree Risk Assessment Qualified

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

- Weekly management will consist of, but is not limited to:
- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.



Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary, and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/or other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air containments in quantities that violate the regulations of any legally constituted authority.

Workflow Timelines

GRID PRUNING FLOWCHART

(Within 30-day Completion)



REMOVAL FLOWCHART

(Within 15-day Completion)



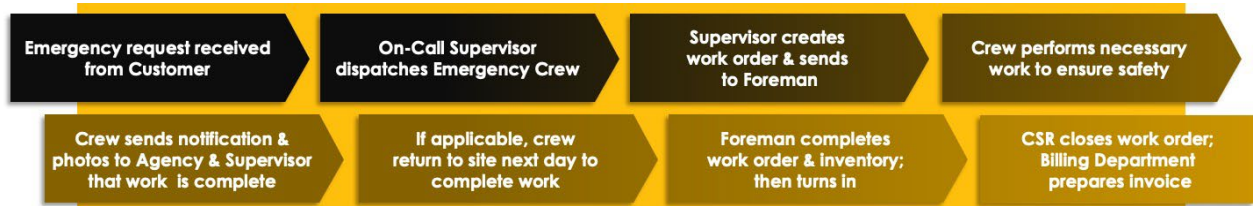
PLANTING FLOWCHART

(Within 15-day Completion)



EMERGENCY FLOWCHART

(Within 1-3 hour Response / 24-hour Completion)



PLANT HEALTH CARE FLOWCHART



CLIENT REFERENCES

West Coast Arborists understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.

CITY OF ONTARIO

SINCE 1998



The City of Ontario and WCA have been working together on the City's urban forest since 1998. Requested work under this contract includes grid pruning, palm pruning, tree and stump removal, tree planting, a GPS tree inventory and other arborist services including report writing and plant health care for pests and more.

Contact: Phillip Marino, Parks & Maintenance Supervisor

303 E. B Street, Ontario, CA 91764 ~ (909) 229-6557 ~ pmarino@ontarioca.gov

ANNUAL BUDGET: \$2,600,000

CITY OF CORONA

SINCE 2006



The City of Corona and WCA have been working together on the City's urban forest since 2006. City crews maintain the landscape maintenance districts. The City has initiated a removal project where dead, diseased, and dying trees are being phased out. In turn, the City has been planting over 100 trees annually.

Contact: Moses Cortez, Parks & Landscape Supervisor

755 Public Safety Way, Corona, CA 92880 ~ (951) 817-5728 ~ Moses.cortez@ci.corona.ca.us

ANNUAL BUDGET: \$3,000,000

CITY OF FONTANA

SINCE 1994



WCA has serviced the City of Fontana for over 25 years. In addition to maintaining the City's street & park trees, we provided a GPS tree inventory using ArborAccess. The inventory allows them to budget and properly plan the maintenance of their urban forest. With a tree population of over 60,000 trees, the City utilizes a grid pruning cycle.

Contact: Chuck Hays, Public Services Director

16489 Orange Way, Fontana, CA 92335 ~ (909) 350-6530 ~ chays@fontana.org

ANNUAL BUDGET: \$1,300,000

CITY OF REDLANDS

SINCE 2004



WCA provides complete urban forestry management for more than 38,000 trees, including tree pruning, removals, planting and emergency services. We also provide inventory updates to the City's own inventory database.

Contact: Erick Reeves, Parks Division Coordinator

1270 W. Park Ave. #J, Redlands, CA 92373 ~ (909) 798-7853 ~ ereeves2@cityofredlands.org

ANNUAL BUDGET: \$200,000

CITY OF LAKE ELSINORE

SINCE 2004



WCA provides the City of Lake Elsinore with citywide tree maintenance services. This work includes maintaining the City's grid pruning cycle, service request pruning, tree and stump removals, tree planting, GPS tree inventory updates and emergency response.

Contact: Chris Erickson, Public Works Supervisor

521 N. Langstaff St., Lake Elsinore, CA 92530 ~ (951) 674-5170 ~ cerickson@lake-elsinore.org

ANNUAL BUDGET: \$212,000

TEAM MEMBER RESUMES

Meet the Team: Project Team



NICK ALAGO

Regional Manager/V.P.

Mr. Alago has been with WCA since 1999. He has nearly 35 years' experience in the arboriculture field. He started with WCA as a Foreman and was continuously promoted reaching the status of Area Manager. For over 10 years, he excelled as an Area Manager for the Inland Empire and was promoted in 2020 to Regional Manager. As a Regional Manager for the Los Angeles and Inland Empire areas, he oversees the operations and provides support to the Area Managers. His extensive knowledge of the urban forest is a culmination of experience and continued education as well as certification that is offered in the industry.

- ISA Certified Arborist #WE-4396 AU
- TCIA Certified Treecare Safety Professional (CTSP) #250
- ISA Tree Risk Assessment Qualified
- TLC Wildlife Aware Certified



MARTIN CORTEZ

Area Manager

Mr. Cortez has been with WCA since 2006. Martin has worked as a groundman and trimmer. In time, his efforts were recognized as he is experienced a number of promotions: from Crew Leader to Foreman to Supervisor to now being the Area Manager of Riverside County and beyond. Today, Martin is responsible for field operations and management of crews. He is also involved in scheduling, evaluation, and production of street tree maintenance. He currently manages contracts for all of Riverside County customers.

- ISA Certified Arborist #WE-8539 AUT
- ISA Tree Risk Assessment Qualified
- TCIA Certified Treecare Safety Professional (CTSP) #2958



MARCO PADILLA

Project Supervisor

As Site Supervisor, Marco is a full-time employee and speaks fluent English. Marco started his career with WCA in 2003, working his way up from groundman to Foreman and Supervisor. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with City officials and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He also assists in employee training programs, maintaining records, and filing daily reports and receipts.

- ISA Certified Arborist/Tree Worker Climber #WE-0818AT
- TCIA Certified Treecare Safety Professional (CTSP) #575
- ATSSA Traffic Control Technician #459650


LEONEL CORTEZ
Project Supervisor

As Site Supervisor, Leo is a full-time employee and speaks fluent English. Leo started his career with WCA in 2002 as a groundsman and has an extensive knowledge of arboriculture and tree maintenance for municipalities. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with City officials and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He also assists in employee training programs, maintaining records, and filing daily reports and receipts.

- ISA Certified Arborist/Tree Worker Climber #WE-8625AT
- TCIA Certified Treecare Safety Professional (CTSP) #3891 & TCIA EHAP Certified
- TLC Wildlife Aware

Meet the Team: Support Staff


REINA GODOY
Customer Service Rep. (CSR)

Reina joined WCA in 2017 and has since been providing customer service to the Riverside region and is the office manager for our office in Grand Terrace. As the CSR (Customer Service Representative), Reina is responsible for providing support to the Area Manager, Site Supervisors and crew. She is to act as a liaison between the company and it's clients as well as the general public. Reina is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.


ANDREW PINEDA
GIS Manager

Andrew Pineda has been with WCA since 2018. As WCA's GIS Analyst, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He has worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data. He has also participated in the conversion of tree inventories and the newest version of ESRI ArcGIS.

- ISA Certified Arborist #WE-12738A
- M.S. Geographic Information Science (GIS), CSU Long Beach
- B.A. Environmental Science, Boston University

APPENDICES

PRE-JOB BRIEFING

3:43 Sprint 56%

Daily Crew Tasks

Today's Briefings | **Current Briefing** | Job# / Work Order# | Images | Review

Work Type

- ☐ Trimming
- ☐ Removing
- ☐ Stump Grinding
- ☐ Root Pruning
- ☐ Palm Skinning
- ☐ Planting
-

Wildlife

- ☐ Birds Flying In/Out of Canopy
- ☐ Cavities and Nests
- ☐ White Wash/Droppings
- ☐ Bird/Bees/Other Animal Sounds
-

Property

- ☐ Mailboxes
- ☐ Fences
- ☐ Roofs
- ☐ Landscape
- ☐ Hardscape
- ☐ Vehicles
- ☐ Overhead Utility
- ☐ Underground Utility
- ☐ Street Light
- ☐ Fire Hydrant
-

Surroundings

- ☐ Residential Property
- ☐ Commercial Property
- ☐ Schools
- ☐ Parks
- ☐ Arterials
- ☐ Slopes
-

Drop Zone

- ☐ Proper Drop Zone Identified

Injury

- ☐ Cuts
- ☐ Struck By
- ☐ Sprain or Strain
- ☐ Electrocution
- ☐ Foreign Object
- ☐ Fall
- ☐ Heat and Cold Illness
- ☐ Amputation
- ☐ Crushing
- ☐ Poisoning
-

Other Precautions

Equipment

- ☐ PPE
- ☐ Chainsaws
- ☐ Chippers
- ☐ Boom Trucks
- ☐ Loaders
- ☐ Stump Grinders
- ☐ Hand Tools
-

Work Procedures

Assignments

NICK

3:43 Sprint 56%

Daily Crew Tasks

Today's Briefings | **Current Briefing** | Job# / Work Order# | Images | Review

Job Number: 10082

Work Order: 0

Location: 2200 E Via Burton, Anaheim, CA 92806, USA

Weather: Temperature is currently 87 degrees, clear sky. Today's high will be near 96 with a low near 78. Winds are out of the south-southwest around 7 mph. Be sure to use the OSHA heat app throughout the day for the latest conditions.

Job	Work Order	Customer
20982	138383	WCA CORPORATE

Pre-Job Briefing

Created by ADAM RODRIGUEZ (E0409)

Job and Location	Customer: COUNTY OF ORANGE - FACILITIES Date: 8/29/2019 at 7:50 AM Job Number: 51083 Work Order: 0 Location: 900 N Malden Ave, Fullerton, CA 92832, USA Map
Scope	Today we will be trimming.
Trimming	
Surroundings	Temperature is currently 69 degrees, mist. Today's high will be near 73 with a low near 65. Winds are out of the south-southwest around 4 mph. Be sure to use the OSHA heat app throughout the day for the latest conditions. We will be working on or near slopes.
- Slopes - Birds Flying In/Out of Canopy - Cavities and Nests - White Wash/Droppings - Bird/Bees/Other Animal Sounds	Signals of wildlife in the area include birds flying in/out of canopy, cavities and nests, white wash/droppings, and bird/bee/other animal sounds.
Property Hazards	Property hazards include landscape, hardscape, and underground utility. These hazards are caused by falling branches from removal or trimming, vehicular traffic, foot traffic, Stump Grinding, and Planting. They can be prevented by rigging, caution and awareness while walking or driving, caution and awareness while driving or operating, knowing USA markings, and caution using stump grinder.
- Landscape - Hardscape - Underground Utility	
Injuries	Injury hazards include cuts, struck by, sprain or strain, electrocution, foreign object, fall, heat and cold illness, amputation, crushing, and poisoning. These injuries are caused by chainsaws, pole pruners, pole saws, hand saws, falling limbs, vehicular traffic, pedestrians, uneven surfaces, improper lifting techniques, electrical lines, saw dust, accidentally cutting rope, obstacles, being aware of extreme temperatures, rotating parts on machinery, falling tree, heavy logs, poison ivy, bees, and snakes. They can be prevented by two handed chainsaws, hanging tools appropriately, staying away from work area, being aware of traffic at all times, being extra cautious, lifting with legs and not back, maintaining a minimum separation distance, being aware of electrical lines, wearing appropriate PPE, staying focussed while trimming or walking, drink enough water, knowing the symptoms, keeping protective guards and covers in place, following safety procedures, staying focussed while trimming or removing, staying clear of landing zone, being aware of your surroundings, and PPE caution.
- Cuts - Struck By - Sprain or Strain - Electrocution - Foreign Object - Fall - Heat and Cold Illness - Amputation - Crushing - Poisoning	
Drop Zone	Proper Drop Zone Identified.
Equipment	We will be using PPE, chainsaws, chippers, boom trucks, and hand tools. Review your equipment for hard hats, safety glasses, hearing protection, chaps, work boots, sharpened, no broken, missing, or worn parts, safety features in good repair, greased, all fluids at proper levels, always chip from the side only, no leaks, no holes on bucket, boom arm cleaned, no missing bolts, no broken cables, no broken handles, and everything is in good repair.
- PPE - Chainsaws - Chippers - Boom Trucks - Hand Tools	
Assignments	- ADAM RODRIGUEZ: Clean Up. - CANDELARIO PRIEGO: Trimming. - SALVADOR ESCOBEDO: Clean Up.

Employee

Signature

E1319 - CANDELARIO PRIEGO

× 

E0409 - ADAM RODRIGUEZ

× 

CREW EVALUATION

3:45 55%

← John Doe

CREW EVALUATION

Was a job briefing done today	☐			
Are employees wearing proper safety gear	☐			
Is the jobsite well organized & safe	☐			
Is the eqpt in good condition & being operated safely	☐			
Are employees following WCA safety guidelines	☐			
Are door hangers being used	☐			
Is quality customer service being performed	☐			
Does the City have any concerns	☐			
Is Foreman/Crewleader present	☐			
Is the crew balance okay	☐			
Is the crew following ANSI, ISA BMP & City standards	☐			
Is the crew completing work on a block by block basis	☐			

REVIEW CREW EVALUATION

< ○ |||

3:45 55%

← John Doe

Is the dollar per man goal being met	☐			
Is the crew using the proper recycling facility	☐			
Is any employee attending classes	☐			
Is any employee interested in becoming certified	☐			
Is any employee being trained in another position	☐			
Are there any employees with challenges	☐			
Did the Foreman check in with their CSR or City Inspector	☐			
Is the paperwork current, complete & legible	☐			
Comments/Concerns	☐			
All Good	☐			
Is the crew following heat illness prevention requirements	☐			
Has the crew scheduled their meal period before the fifth (5th) hour	☐			

REVIEW CREW EVALUATION

< ○ |||

WCA QUALITY & SAFETY EVALUATION CHECKLIST

INSPECTOR: HUGO ANGEL RINCON		DATE: 8/30/2019	
FOREMAN: JOSE M. MUNIZ GARCIA		AM: JUSTIN LEE MENZEL	
LOCATION/CITY: 111 E 5TH ST, TEMPE, AZ 85281, USA / CORE CONSTRUCTION			
CREW EVALUATION	YES	NO	COMMENTS
1 Was a job briefing done today	☒	☐	
2 Are employees wearing proper safety gear	☒	☐	
3 Is the jobsite well organized & safe	☒	☐	sidewalk closed with plenty delineation and caution tape
4 Is the eqpt in good condition & being operated safely	☒	☐	
5 Are employees following WCA safety guidelines	☒	☐	
6 Are door hangers being used	☐	☒	not necessary for this project
7 Is quality customer service being performed	☒	☐	
8 Does the City have any concerns	☒	☐	try to finish this job on schedule.
9 Is Foreman/Crewleader present	☒	☐	removing the trees.
10 Is the crew balance okay	☒	☐	
11 Is the crew following ANSI, ISA BMP & City standards	☒	☐	
12 Is the crew completing work on a block by block basis	☒	☐	
13 Is the dollar per man goal being met	☒	☐	
14 Is the crew using the proper recycling facility	☒	☐	
15 Is any employee attending classes	☐	☒	not at this time
16 Is any employee interested in becoming certified	☒	☐	Jose I think he's ready for his certified Arborist
17 Is any employee being trained in another position	☒	☐	Jose is working with Pedro.
18 Are there any employees with challenges	☐	☒	no
19 Did the Foreman check in with their CSR or City Inspector	☒	☐	
20 Is the paperwork current, complete & legible	☒	☐	
21 Comments/Concerns	☒	☐	See Below
22 All Good	☒	☐	
23 Is the crew following heat illness prevention requirements	☒	☐	the cre has plenty cool clean water
24 Has the crew scheduled their meal period before the fifth (5th) hour	☒	☐	
COMMENTS/CONCERNS: the crew if working at City Hall removing some trees Jose is doing a good job			



Foreman/Crewleader Signature



Inspector Signature

APPENDIX A: EQUIPMENT & CERTIFICATIONS

Equipment

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications, as required.

CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

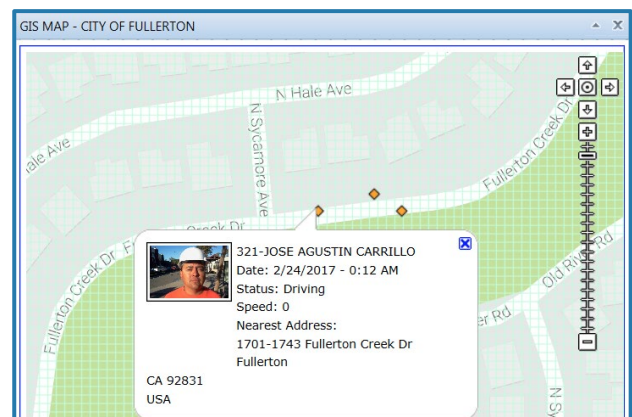
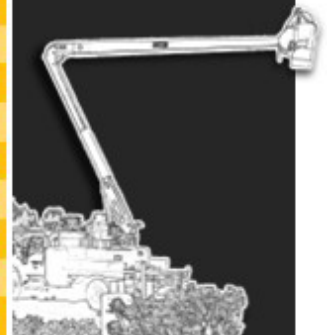
Telematics (GPS)

WCA has partnered with Geo-Tab to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers

Equipment List Summary	
Pick Up Trucks	389
Aerial Lift Devices	358
95ft Aerial Devices	18
Dump Trucks	224
Flat Beds	45
Field Service Trucks	32
Arrowboards	98
ATVs	24
Stump Grinders	67
Loaders	96
Rubber Track Loader	1
Root Pruners	2
Roll off Trucks	54
Saw Mill	3
Log Skidder	4
Back Hoes	1
Brush Chippers	159
Cranes	6
Toyota Prius	8
Toyota Yaris	9
Ford CMAX	4

Modern fleet consisting of
1600+
pieces of equipment.



Type	Make/Model	Description	VIN
Aerial Tower	2012 FORD	F650 TECO W/65'	3FRNF6HP4CV246833
Aerial Tower	2019 FORD	F750 / TEREX - XT PRO 60	1FDNF7AY7KDF03761
Aerial Tower	2019 FORD	F550 / TEREX LT 40	1FDUF5GY4KDA04858
Aerial Tower	2002 GMC	C7500/COMBO HI-RANGER XT5	1GDL7H1E52J507471
Aerial Tower	2018 FORD W/HI-RANGER 5FB-52	F750 w/ HIRANGER	1FDPF7AY4GDA02388
Aerial Tower	2017 FORD	F750W/TEREX XTPRO 60-70	1FDPF7AY0HDB07057
Aerial Tower	2008 FORD	F550 W/HI-RANGER TL38P	1FADF57R18ED97801
Aerial Tower	2019 FORD	F750 /TEREX XT PRO 56 COMBO	1FDNF7AY3KDF02753
Aerial Tower (90')	2017 FORD	F750 W/1090i BOOM	1FDPF7AY3HDB05996
Aerial Tower (90')	2019 FORD	F750 W/1090i BOOM	1FDPF7AY4KDF08781
Arrowboard	2013 WANCO	SOLAR ARROW BOARD	
Arrowboard	2018 WANCO	ARROW BOARD	5F11S1011J1004467
Arrowboard	2015 WANCO	WTSP55-LSAC ARROW BOARD	5F11S1015F1004804
Chipper	2018 VERMEER	BC1500 BRUSH CHIPPER (GAS)	1VR2181V3K1009416
Chipper	2013 VERMEER	BC1000-49	1VRY11199D1020041
Chipper	2013 VERMEER	BC1000-49	1VRY11195D1020036
Chipper	2011 VERMEER	BC1000-49 BRUSH CHIPPER	1VRY11193B1016399
Chipper	2013 VERMEER	BC1000-49	1VRY11198D1018961
Chipper	2011 VERMEER	BC1000-49 BRUSH CHIPPER	1VRY11194C1017420
Chipper	2011 VERMEER	BC1500 BRUSH CHIPPER	1VR2161V6C1002868
Chipper	2012 VERMEER	BC1000-49 BRUSH CHIPPER	1VRY11192C1017593
Chipper	2011 VERMEER	BC1000-49 BRUSH CHIPPER	1VRY11196C1017192
Chipper	2018 VERMEER	BC1200 BRUSH CHIPPER (GAS)	1VR7141Y0H1003087
Chipper	2018 VERMEER	BC1500 BRUSH CHIPPER	1VR2181V3J1009009
Chipper	2016 VERMEER	BC1500 BRUSH CHIPPER	1VR2181V7H1008410
Dump Truck	2018 FORD	F450 STUMP TRUCK	1FDUF4GY6JED03724
Dump Truck	2019 FORD	F750 CHIPPER TRUCK	1FDNF7AY9KDF02725
Dump Truck	2019 FORD	F650 CHIPPER TRUCK	1FDNF6AY1KDF11817
Dump Truck	2013 FORD	F650 DUMP TRUCK	3FRNF6HP2CV246832
Dump Truck	2018 FORD	F750	1FDNF7AY4KDF01787
Dump Truck	2018 FORD	F750	1FDNF7AY6KDF01788
Dump Truck	2018 FORD	F350 STUMP TRUCK	1FDRF3G68JED01228
Dump Truck	2015 FORD	F550 SUPER DUTY	1FDUF5GY5GEA85032
Dump Truck	2015 FORD	F650 CHIPPER TRUCK	1FDNF6AY5GDA03034
Dump Truck	2017 FORD	F650 CHIPPER TRUCK	1FDNF6AY9HDB05180
Dump Truck	2017 FORD	F550 CHIPPER TRUCK	1FDUF5HY3HED72045
Loader	2021 CATERPILLAR	908M WHEEL LOADER	CAT0908MVH8804944
Loader	2021 CATERPILLAR	908M WHEEL LOADER	CAT0908MAH8805187
Loader	2012 CATERPILLAR	908H2	CAT0908HCJRD00584
Loader	2018 CATERPILLAR	908M WHEEL LOADER	CAT0908MHH8803426
Mechanic Truck	2015 CHEVROLET	2500 MECHANIC TRUCK	1GB0CUEG9FZ520128

Pickup	2020 DODGE	RAM 2500 PICKUP	3C6MR4AJ3LG181253
Pickup	2018 DODGE	RAM 1500 SLT PICKUP	3C6JR6ET9JG171138
Pickup	2018 DODGE	RAM 2500	3C6LR4AT5JG176971
Pickup	2018 DODGE	RAM 1500SLT	3C6JR6ET6JG143345
Pickup	2019 DODGE	RAM 1500 PICKUP	3C6JR6ET7KG572169
Pickup	2014 FREIGHTLINER	108-SD	3ALHG5CYXFDGA5076
Pickup	2013 VERMEER	BC1000-74	1VRY11197D1019759
Pickup	2014 DODGE	RAM 1500	3C6JR6DT9EG280884
Pickup	2015 DODGE	RAM 1500 PICKUP	3C6JR6DT2FG626307
Pickup	2018 DODGE	RAM 1500 SLT PICKUP	3C6JR6ETXJG304635
Pickup	2019 DODGE	RAM 1500 PICKUP	3C6JR6DT8KG522656
Pickup	2019 DODGE	RAM 1500 PICKUP	3C6JR6DT3KG522659
Pickup	2020 DODGE	RAM 1500	3C6JR6ET0LG210797
Pickup	2016 DODGE	RAM 1500 PICKUP	3C6JR6DT8GG245515
Pickup	2021 DODGE	RAM 1500	3C6JR6ET3LG210793
Pickup	2015 DODGE	RAM 1500 PICKUP	3C6JR6DTXFG651715
Pickup	2016 TOYOTA	TACOMA SR5	3TMBZ5DN8GM004631
Pickup	2016 DODGE	RAM 1500 PICKUP	3C6JR6DT9GG326233
Pickup	2017 DODGE	RAM 1500	3C6JR6DTXHG738291
Pickup	2016 DODGE	RAM 1500 PICKUP	3C6JR6DT7GG326246
Pickup	2017 DODGE	RAM 1500 PICKUP	3C6JR6ET3JG140015
Pickup	2019 DODGE	RAM 1500 PICKUP	3C6JR6ET4KG581847
Roll-Off Truck	2019 FREIGHTLINER	108SD ROLL OFF/PUSHER VALEW	1FVMG5D2XKHKG8662
Roll-Off Truck	2015 FREIGHTLINER	108 SD ROLL OFF	1FVHG5CY5GHHD7903
Roll-Off Truck	2019 FREIGHTLINER	108SD ROLL OFF/PUSHER VALEW	1FVMG5D26KHKG8660
Roll-Off Truck	2018 FREIGHTLINER	108SD ROLL OFF/PUSHER	1FVMG5FE5JHKA6396
Stump Grinder	1997 VERMEER	SC252 STUMP GRINDER	1VRN071FXT1001057
Stump Grinder	2018 VERMEER	SC802 STUMP CUTTER	1VR2151J1J1003107
Stump Grinder	2018 VERMEER	SC802 STUMP CUTTER	1VR2151J4K1003121
Stump Grinder	2005 VERMEER	SC802 STUMP GRINDER	1VR2151J661000145
Stump Grinder	2015 VERMEER	SC802 STUMP CUTTER	1VR2151J0G1002054
Trailer	1996 VERMEER	TRAILER CARRIER FOR G46	1VRN091J2T1000517
Trailer	1990 LEE TRAILER	AH76416 2 AXLE TRAILER	4LCAT07S2L1001476

IN-HOUSE FLEET MAINTENANCE

We currently have more than 1,500 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ over

50 full-time mechanics that perform an in-house fleet maintenance program. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time. Equipment is assigned to different crews and if the crew is shared with another contract the equipment will be as well.

PREVENTATIVE MAINTENANCE PROGRAM

All WCA equipment goes through our Preventative Maintenance program. From our solar powered arrow boards, to our Freightliner Roll Off trucks. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time.

SUSTAINABILITY

Over the last few years, we have invested heavily in new equipment to keep our fleet modern, comply with state requirements, meet demand and reduce our effects on the environment. We understand with a fleet as large as ours that we are responsible for the amount of emissions our vehicles produce and actively make an effort to monitor and reduce our carbon footprint.



Through our ability to dedicate specific pieces of equipment for this project, we believe it will lead to a successful program.

OSHA Certification of Aerial Equipment

Tilley Crane Inspection Service Co., Inc.

STATE OF CALIFORNIA ACCREDITATION NO. CA-33	CRANES DERRICKS AERIAL DEVICES HOISTS
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DIELECTRIC TEST REPORT

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

BE IT HEREBY KNOWN THAT:

On October 11, 2021, **Tilley Crane Inspection Service Co., Inc.** completed a Dielectric Test of 46 KVDC on the following unit:

Hi Ranger Aerial Device
Model No.: LT40
Serial No.: 2171061116
Owner's Identification: A-340

This unit passed at .001 microamperes.


David S. Tilley, Inspector
CA-33

P.O. Box 1129, Yorba Linda, CA 92885-1129
E mail: tilleycrane@yahoo.com

Tilley Crane Inspection Service Co., Inc.

STATE OF CALIFORNIA ACCREDITATION NO. CA-33	CRANES DERRICKS AERIAL DEVICES HOISTS
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DIELECTRIC TEST REPORT

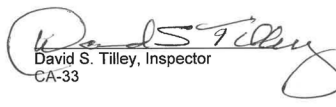
TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

BE IT HEREBY KNOWN THAT:

On October 11, 2021, **Tilley Crane Inspection Service Co., Inc.** completed a Dielectric Test of 69 KVDC on the following unit:

Hi Ranger Aerial Device
Model No.: XT PRO 60
Serial No.: 2180865486
Owner's Identification: A-398

This unit passed at .001 microamperes.


David S. Tilley, Inspector
CA-33

P.O. Box 1129, Yorba Linda, CA 92885-1129 (714) 970-1367 Fax (714) 970-1312
E mail: tilleycrane@yahoo.com

Tilley Crane Inspection Service Co., Inc.

STATE OF
CALIFORNIA
ACCREDITATION
NO. CA-33

CRANES
DERRICKS
AERIAL DEVICES
HOISTS

DIELECTRIC TEST REPORT

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

BE IT HEREBY KNOWN THAT:

On March 24, 2022, **Tilley Crane Inspection Service Co., Inc.** completed a Dielectric Test of 69 KVDC on the following unit:

Terex Aerial Device
Model No.: 10-90I
Serial No.: 4735848
Owner's Identification: A-435

This unit passed at .001 microamperes.


David S. Tilley, Inspector
CA-33

P.O. Box 1129, Yorba Linda, CA 92885-1129 (714) 970-1367
E mail: tilleycrane@yahoo.com

Tilley Crane Inspection Service Co., Inc.

STATE OF
CALIFORNIA
ACCREDITATION
NO. CA-33

CRANES
DERRICKS
AERIAL DEVICES
HOISTS

DIELECTRIC TEST REPORT

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

BE IT HEREBY KNOWN THAT:

On January 11, 2022, **Tilley Crane Inspection Service Co., Inc.** completed a Dielectric Test of 69 KVDC on the following unit:

Terex Aerial Device
Model No.: XT PRO 60/70
Serial No.: 2201172585
Owner's Identification: A-430

This unit passed at .001 microamperes.


David S. Tilley, Inspector
CA-33

P.O. Box 1129, Yorba Linda, CA 92885-1129 (714) 970-1367 Fax (714) 970-1312
E mail: tilleycrane@yahoo.com

CHP Commercial Vehicle Inspection Report

Our company has been assigned CHP Carrier Number CA68562 in the California Highway Patrol's Management Information System of Terminal Evaluation Records (MISTER), which is an automated file pertaining to the motor carriers operating in the State of California. MISTER gives the CHP immediate access to emergency information about our company and enhances the CHP's capability to monitor the overall safety operations of our company. Certificate below is valid for 4 years: 10/11/22 – 10/11/26.

STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL				Page 1 of 27 pages			
SAFETY COMPLIANCE REPORT/ TERMINAL RECORD UPDATE				NEW TERMINAL INFORMATION			
CHP 343 (Rev. 12-17) OPI 062				☒ Yes ☐ No		CA NUMBER 68562	FILE CODE NUMBER 67449
CARRIER LEGAL NAME West Coast Arborists, Inc				TERMINAL TYPE ☒ Truck ☐ Bus ☐ Mod Limo		COUNTY CODE 30	BED
TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE) 2200 E Via Burton St Anaheim, CA 92806				CODE 1		OTHER PROGRAM(S)	LOCATION CODE 675
MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)				INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 2200 E Via Burton St Anaheim, CA 92806		SUBAREA B8	
LICENSE, FLEET AND TERMINAL INFORMATION							
HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES 386-X,D	TRAILERS AND TYPES 3-F	PASS VEH BY TYPE I II Mod Limo	DRIVERS 920	BIT FLEET SIZE Powered 386
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HWT VEH.	HW CONT.	PPB/CSAT ☒ Yes ☐ No ☐ N/A	Towed 3
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC ☐ Yes ☒ No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC				
EMERGENCY CONTACTS (In Calling Order of Preference)							
EMERGENCY CONTACT (NAME) Ernesto Macias			DAY TELEPHONE NO. (W/ AREA CODE) (714) 713-0269			NIGHT TELEPHONE NO. (W/ AREA CODE)	
EMERGENCY CONTACT (NAME) Jimmy Russo			DAY TELEPHONE NO. (W/ AREA CODE) (714) 412-7013			NIGHT TELEPHONE NO. (W/ AREA CODE)	
ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2021]							
A ☐ UNDER 15,000	B ☐ 15,001 – 50,000	C ☐ 50,001 – 100,000	D ☐ 100,001 – 500,000	E ☐ 500,001 – 1,000,000	F ☒ 1,000,001 – 2,000,000	G ☐ 2,000,001 – 5,000,000	H ☐ 5,000,001 – 10,000,000
OPERATING AUTHORITIES OR PERMITS							
PUC ☐ T	USDOT NUMBER 1829579		MOTOR CARRIER OF PROPERTY PERMIT ACTIVE ☒ Yes ☐ No ☐ N/A		IMS FITNESS EVALUATION ☐ Yes ☒ No		
INSPECTION FINDINGS			INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable				
REQUIREMENTS	VIOL.	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL	
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S	
DRIVER RECORDS		No. 20 Time 3.0	No. 138 Time 17.0	No. 20 Time 15.0	TIME	TOTAL TIME 35.0	
DRIVER HOURS		HAZARDOUS MATERIALS ☒ No H/M Transported ☐ No H/M violations noted	CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles I Units			
BRAKES	2	REMARKS					
LAMPS & SIGNALS	6						
CONNECTING DEVICES							
STEERING & SUSPENSION							
TIRES & WHEELS	2						
EQUIPMENT REQUIREMENTS	9						
CONTAINERS & TANKS							
HAZARDOUS MATERIALS							
INSPECTION TYPE	NON-BIT	CPSS ☒ Yes ☐ No	CHP 345	CHP 100D COL.	INSPECTION DATE(S) 9/27,28/2022, 10/11/2022	TIME IN 06:00	TIME OUT 14:00
INSPECTED BY (NAME(S)) M.Serrano / L. Derden				ID NUMBER(S) A16744 / A16050		SUSPENSE DATE ☒ Auto ☐ None	
MOTOR CARRIER CERTIFICATION							
I hereby certify that all violations described hereon and recorded on the attached pages (2 through 27), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (858) 944-6345 within 5 business days of the rating.							
CURRENT TERMINAL RATING SATISFACTORY		CARRIER REPRESENTATIVE'S SIGNATURE				DATE 10/11/2022	
CARRIER REPRESENTATIVE'S PRINTED NAME Ernesto Macias				TITLE Vice President of Risk Management		DRIVER LICENSE NUMBER	STATE CA

Destroy Previous Editions

Chp343_1217.pdf

Quality Control

Feedback

WCA regularly receives and tracks feedback from customers and residents as a means to acknowledge good performance and provide prompt resolution for any negative comments. Every month, a summary of the feedback is then reviewed by the management team.

Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

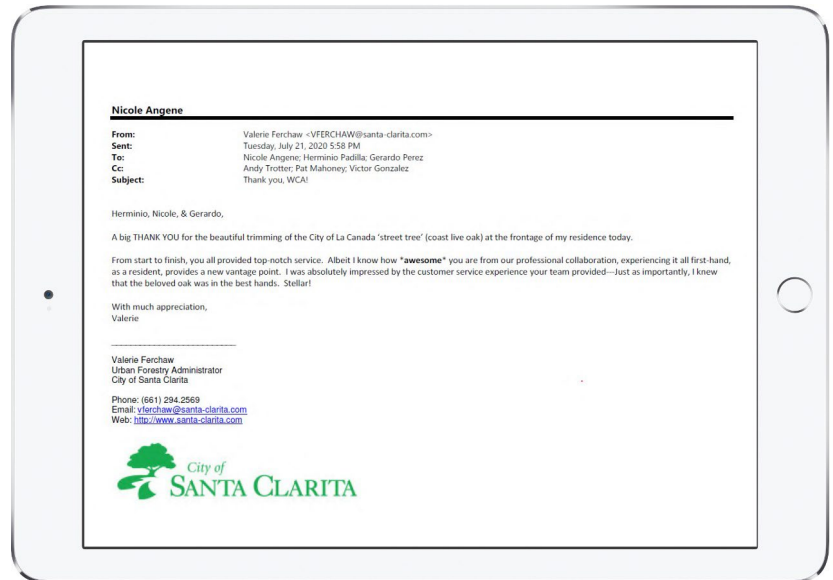
If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of private property including plans for corrective measures to take place within 48 hours.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair.

We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.



Safety & Training

Safety Program

Safety standards are top priority at West Coast Arborists, Inc. Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees. Our crews are instructed to follow the safety standards of ANSI Z133.1 as well as Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of-the-art training tools and instructional sessions company wide. Our insurance carriers and Cal-OSHA have recognized us repeatedly for outstanding safety training efforts.

We have a full time Safety & Training Manager, Dane Jensen, that is professionally trained in the field of horticulture. As WCA's Training Manager, Dane is responsible for staying up-to-date on all tree-related industry standards as related to safety and the wellness of our employees and the public in which we serve. Training materials are regularly reviewed and updated to ensure WCA employees receive the proper education, instruction and hands on experience needed to perform their day to day activities safely and efficiently. Training topics include a full-circle from proper pruning techniques, arboriculture, to customer service and everything in between.

- ISA Certified Utility & Municipal Arborist #WE-12014A
- ISA Skills Test Evaluator—TW Climber
- TCIA Certified Treecare Safety Professional #3303
- ISA Tree Risk Assessment Qualification #E4068
- American Heart Association BLS and First Aid Instructor



Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency (excluding emergency services).

Employee Training Program

West Coast Arborists, Inc. provides an extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. Included in this training are the ISA standards, both Treeworker and Arborist study programs, and a variety of Tree Care Industry Association home study programs. We also offer training courses to our staff in areas of customer service satisfaction, maintaining professional conduct, and Qualified Line Clearance Trimmer Training.

Our Training and Safety team members are tasked with completing field evaluations of crews and members are on-site to coach and train employees on safe practices. Employees receive performance evaluations at 90 days, 6 months, then annually (or as-needed) after their first year. All employees are provided copies of WCA's Injury & Illness Prevention Program.



Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.



WCA is dedicated to health and safety for trees, employees, and the community.

City of Norco

Proposed Rates for Tree Maintenance Services

Item	Description	Unit Measure	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
1	Grid Tree Pruning <i>At the direction of CITY, pruning will be done per pre-designed districts along street segments, grids, or prune routes on a set cycle to include trees of various sizes. Pruning consists of tree canopy raising over roadways, sidewalks, and in park locations; work to include selective tree thinning, crown cleaning and structurally pruning the tree canopy; and for immature trees, re-staking and/or retying, as needed. In addition pruning includes removing dead, broken, damaged, loose, diseased or insect infested limbs, branches, and stubs. Small limbs, including suckers and waterspouts shall be cut close to the trunk or branch from which they arise. At a minimum, tree shall be pruned to provide a minimum clearance of fourteen (14) feet over the roadway and seven (7) feet over walkways. Trees shall be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 75.00	\$ 75.00	\$ 80.00	\$ 85.00	\$ 90.00
2	Clearance Tree Pruning <i>At the direction of CITY, pruning will be done per pre-designed districts along street segments, grids, or prune routes on a set cycle to include trees of various sizes. Pruning consists of tree canopy raising over roadways, sidewalks, and in park locations. At a minimum, tree shall be pruned to provide a minimum clearance of fourteen (14) feet over the roadway and seven (7) feet over walkways. Trees can be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 65.00	\$ 65.00	\$ 67.00	\$ 69.00	\$ 71.00
3	Service Request Tree Pruning 0-12" DBH	Each	\$ 75.00	\$ 75.00	\$ 80.00	\$ 85.00	\$ 90.00
4	Service Request Tree Pruning 13-24" DBH	Each	\$ 125.00	\$ 125.00	\$ 132.00	\$ 140.00	\$ 150.00
5	Service Request Tree Pruning 25-36" DBH	Each	\$ 225.00	\$ 225.00	\$ 235.00	\$ 245.00	\$ 255.00
6	Service Request Tree Pruning 37" & over DBH <i>At the request of the City, trees will be assigned for pruning outside of their set cycle for various reasons. Pruning may consist of tree canopy raising over roadways, sidewalks, and in park locations; thinning, reducing, restoring and structurally pruning the tree canopy in width and height reduction; and for immature trees, re-staking and/or retying, as needed. In addition pruning includes removing all dead, broken, damaged, loose, diseased or insect infested limbs, branches, and stubs shall be removed. Small limbs, including suckers and waterspouts shall be cut close to the trunk or branch from which they arise. At a minimum, tree shall be pruned to provide a minimum clearance of fourteen (14) feet over the roadway and seven (7) feet over walkways. Trees shall be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 275.00	\$ 275.00	\$ 285.00	\$ 295.00	\$ 300.00
8	Coco/King Palm Pruning	Each	\$ 70.00	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00
9	Washingtonia Robusta Pruning	Each	\$ 80.00	\$ 80.00	\$ 80.00	\$ 85.00	\$ 90.00
10	Date Palm Pruning <i>Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. Standard palm tree pruning will fall under this category and will include the removal of dead and declining fronds & seed pods. Excludes skinning.</i>	Each	\$ 275.00	\$ 275.00	\$ 283.00	\$ 290.00	\$ 298.00
11	Palm Tree Skinning	Linear Foot	\$ 34.00	\$ 34.00	\$ 35.00	\$ 36.00	\$ 37.00

Item	Description	Unit Measure	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
12	Tree and Stump Removal (regardless of size)	Dia. Inch	\$ 48.00	\$ 48.00	\$ 49.00	\$ 50.00	\$ 51.00
13	Tree Only Removal (regardless of size)	Dia. Inch	\$ 30.00	\$ 30.00	\$ 30.50	\$ 31.00	\$ 31.50
14	Stump Only Removal (regardless of size) <i>After CITY determines that a tree requires removal, CITY will prepare a list of trees to be removed, notifies homeowners, and submits lists to Contractor. CITY is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of approximately eighteen (18") inches. All holes will be backfilled with a combination of native soil and minimal stump grindings and compacted to avoid settlement.</i>	Dia. Inch	\$ 18.00	\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50
15	Root Prune trees (typical 10 foot length) <i>At the direction of City staff, roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements. Root pruning cuts shall be performed using root pruning equipment specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner. Root pruning cuts adjacent to the sidewalk and curb shall be four (4) inches wide and twelve (12) inches deep and a minimum of five (5) feet in each direction from the centerline of the tree.</i>	Linear Foot	\$ 24.00	\$ 24.00	\$ 25.00	\$ 26.00	\$ 27.00
16	Plant 15-gallon tree	Each	\$ 200.00	\$ 200.00	\$ 206.00	\$ 212.00	\$ 218.00
17	Plant 15-gallon tree with Root Barrier	Each	\$ 225.00	\$ 225.00	\$ 232.00	\$ 239.00	\$ 246.00
18	Plant 24" box tree	Each	\$ 400.00	\$ 400.00	\$ 412.00	\$ 424.00	\$ 436.00
19	Plant 24" box tree with Root Barrier	Each	\$ 425.00	\$ 425.00	\$ 438.00	\$ 450.00	\$ 462.00
20	Plant 36" box tree <i>Tree planting includes the tree, stakes, ties, labor and initial watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed.</i>	Each	\$ 1,295.00	\$ 1,295.00	\$ 1,333.00	\$ 1,350.00	\$ 1,375.00
21	Tree Watering <i>At the direction of the City, watering is performed by a one-man crew with a water truck who will water various tree routes including newly planted trees, landscape median and young trees that are three (3) years old and younger. Watering may also be performed on an as-needed basis.</i>	Day	\$ 855.00	\$ 855.00	\$ 880.65	\$ 900.00	\$ 918.00
22	Crew Rental <i>The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work as directed by City staff. The use of crew rental may be warranted due to inaccessibility by equipment, in park locations, slope settings, or non-linear tree pruning.</i>	Man Hour	\$ 95.00	\$ 95.00	\$ 97.85	\$ 100.00	\$ 102.00
23	Specialty Equipment (i.e., Crane, 95-ft Aerial Tower) <i>On occasion the use of a crane or 95-foot aerial tower is necessary to safely operate the assigned tree operation. These prices of equipment include the operator.</i>	Hour	\$ 150.00	\$ 150.00	\$ 155.00	\$ 160.00	\$ 165.00
24	Emergency Response (Reg. Business Hours, Mon-Fri)	Man Hour	\$ 110.00	\$ 110.00	\$ 113.00	\$ 116.00	\$ 119.00
25	Emergency Response (Evening, weekend, Holidays) <i>The Contractor shall be required to provide emergency on call response for damaged trees due to storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within 90 minutes of the initial telephone call.</i>	Man Hour	\$ 125.00	\$ 125.00	\$ 128.00	\$ 131.00	\$ 135.00
26	Certified Arborist Services <i>On occasion, the City requires tree evaluations including written reports. The Contractor shall provide an hourly rate for a Certified Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis. The rate will be applied should the City request a Certified Arborist on-site.</i>	Hour	\$ 170.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00

Item	Description	Unit Measure	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
27	GPS Tree Inventory <i>At the City's direction, contractor will provide the City with a Global Positioning System (GPS) tree inventory collected by an ISA Certified Arborist including coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude.</i>	Tree Site	\$ 4.00	\$ 4.00	\$ 4.50	\$ 5.00	\$ 5.50
28	Plant Health Care <i>At the direction of the City, the Contractor will provide plant health care services including but not limited to the following: spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by an in-house Pest Control Advisor in accordance with the Department of Pesticide Regulations.</i>	See below					
a.	Tree Canopy Spraying from ground level	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.25	\$ 7.50	\$ 7.75
b.	Tree Canopy Spraying from aerial tower Description: Foliar hydraulic spraying of recommended material.)	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.25	\$ 7.50	\$ 7.75
c.	Insecticide or Fungicide Trunk Banding Description: Trunk spray of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.25	\$ 8.50	\$ 8.75
d.	PGR Trunk Banding Description: Trunk spray of recommended material to regulate plant growth.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.25	\$ 7.50	\$ 7.75
e.	Insecticide or PGR Soil Application (Cambistat) Description: Recommended insecticide soil injection or drench material to regulate plant growth.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.25	\$ 7.50	\$ 7.75
f.	Insecticide or Fungicide Soil Application Description: Soil applied drench of recommended material.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.25	\$ 7.50	\$ 7.75
g.	Soil Injection Fertilization Description: Soil applied injection of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.25	\$ 8.50	\$ 8.75
h.	Soil Drenching Fertilization Description: Soil application of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.25	\$ 8.50	\$ 8.75
i.	Trunk Injection (Insecticide/Miticide) Description: Trunk injected recommended material.	per diameter inch	\$ 9.00	\$ 9.00	\$ 9.25	\$ 9.50	\$ 9.75
j.	Trunk Injection (Fungicide) Description: Trunk injected recommended material.	per diameter inch	\$ 9.00	\$ 9.00	\$ 9.25	\$ 9.50	\$ 9.75
k.	Trunk Injection (Insecticide & Fungicide Combo) Description: Combination of one-time trunk injection of two recommended materials.	per diameter inch	\$ 10.00	\$ 10.00	\$ 10.25	\$ 10.50	\$ 10.75
l.	Avermectin Class Insecticide Injection Description: Recommended trunk injection of Emamectin benzoate active ingredient.	per diameter inch	\$ 11.00	\$ 11.00	\$ 11.25	\$ 11.50	\$ 11.75

COOPERATIVE PURCHASE

It is intended that any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER B: Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C: Starr Specialty Insurance Company</td> <td>16109</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Navigators Specialty Insurance Company	36056	INSURER B: Starr Indemnity & Liability Company	38318	INSURER C: Starr Specialty Insurance Company	16109	INSURER D:		INSURER E:		INSURER F:	
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INSURED West Coast Arborists, Inc. 2200 E Via Burton Anaheim CA 92806 USA															

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570094282316 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																	
B	☒ COMMERCIAL GENERAL LIABILITY <table border="1"> <tr> <td>CLAIMS-MADE</td> <td>☒ OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <table border="1"> <tr> <td>POLICY</td> <td>☒ PROJECT</td> <td>☐ LOC</td> </tr> </table> OTHER:	CLAIMS-MADE	☒ OCCUR	POLICY	☒ PROJECT	☐ LOC			1000100141221	07/01/2022	07/01/2023	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table border="1"> <tr> <td>Y/N</td> <td>N/A</td> </tr> </table>	Y/N	N/A			1000004228 Workers Comp CA SIR applies per policy terms & conditions	07/01/2022	07/01/2023	<table border="1"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTH</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	☒ PER STATUTE	☐ OTH	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000							
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570094282316

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

West Coast Arborists, Inc. 2200 E Via Burton Anaheim CA 92806 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Norco

Proposed Rates for Tree Maintenance Services

Item	Description	Unit Measure	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
1	Grid Tree Pruning <i>At the direction of CITY, pruning will be done per pre-designed districts along street segments, grids, or prune routes on a set cycle to include trees of various sizes. Pruning consists of tree canopy raising over roadways, sidewalks, and in park locations; work to include selective tree thinning, crown cleaning and structurally pruning the tree canopy; and for immature trees, re-staking and/or retying, as needed. In addition pruning includes removing dead, broken, damaged, loose, diseased or insect infested limbs, branches, and stubs. Small limbs, including suckers and waterspouts shall be cut close to the trunk or branch from which they arise. At a minimum, tree shall be pruned to provide a minimum clearance of fourteen (14) feet over the roadway and seven (7) feet over walkways. Trees shall be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 75.00	\$ 75.00	\$ 80.00	\$ 85.00	\$ 90.00
2	Clearance Tree Pruning <i>At the direction of CITY, pruning will be done per pre-designed districts along street segments, grids, or prune routes on a set cycle to include trees of various sizes. Pruning consists of tree canopy raising over roadways, sidewalks, and in park locations. At a minimum, tree shall be pruned to provide a minimum clearance of fourteen (14) feet over the roadway and seven (7) feet over walkways. Trees can be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 65.00	\$ 65.00	\$ 67.00	\$ 69.00	\$ 71.00
3	Service Request Tree Pruning 0-12" DBH	Each	\$ 75.00	\$ 75.00	\$ 80.00	\$ 85.00	\$ 90.00
4	Service Request Tree Pruning 13-24" DBH	Each	\$ 125.00	\$ 125.00	\$ 132.00	\$ 140.00	\$ 150.00
5	Service Request Tree Pruning 25-36" DBH	Each	\$ 225.00	\$ 225.00	\$ 235.00	\$ 245.00	\$ 255.00
6	Service Request Tree Pruning 37" & over DBH <i>At the request of the City, trees will be assigned for pruning outside of their set cycle for various reasons. Pruning may consist of tree canopy raising over roadways, sidewalks, and in park locations; thinning, reducing, restoring and structurally pruning the tree canopy in width and height reduction; and for immature trees, re-staking and/or retying, as needed. In addition pruning includes removing all dead, broken, damaged, loose, diseased or insect infested limbs, branches, and stubs shall be removed. Small limbs, including suckers and waterspouts shall be cut close to the trunk or branch from which they arise. At a minimum, tree shall be pruned to provide a minimum clearance of fourteen (14) feet over the roadway and seven (7) feet over walkways. Trees shall be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 275.00	\$ 275.00	\$ 285.00	\$ 295.00	\$ 300.00
8	Coco/King Palm Pruning	Each	\$ 70.00	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00
9	Washingtonia Robusta Pruning	Each	\$ 80.00	\$ 80.00	\$ 80.00	\$ 85.00	\$ 90.00
10	Date Palm Pruning <i>Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. Standard palm tree pruning will fall under this category and will include the removal of dead and declining fronds & seed pods. Excludes skinning.</i>	Each	\$ 275.00	\$ 275.00	\$ 283.00	\$ 290.00	\$ 298.00
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Item	Description	Unit Measure	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
27	GPS Tree Inventory <i>At the City's direction, contractor will provide the City with a Global Positioning System (GPS) tree inventory collected by an ISA Certified Arborist including coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude.</i>	Tree Site	\$ 4.00	\$ 4.00	\$ 4.50	\$ 5.00	\$ 5.50
28	Plant Health Care <i>At the direction of the City, the Contractor will provide plant health care services including but not limited to the following: spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by an in-house Pest Control Advisor in accordance with the Department of Pesticide Regulations.</i>	See below					
a.	Tree Canopy Spraying from ground level	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.25	\$ 7.50	\$ 7.75
b.	Tree Canopy Spraying from aerial tower Description: Foliar hydraulic spraying of recommended material.)	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.25	\$ 7.50	\$ 7.75
c.	Insecticide or Fungicide Trunk Banding Description: Trunk spray of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.25	\$ 8.50	\$ 8.75
d.	PGR Trunk Banding Description: Trunk spray of recommended material to regulate plant growth.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.25	\$ 7.50	\$ 7.75
e.	Insecticide or PGR Soil Application (Cambistat) Description: Recommended insecticide soil injection or drench material to regulate plant growth.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.25	\$ 7.50	\$ 7.75
f.	Insecticide or Fungicide Soil Application Description: Soil applied drench of recommended material.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.25	\$ 7.50	\$ 7.75
g.	Soil Injection Fertilization Description: Soil applied injection of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.25	\$ 8.50	\$ 8.75
h.	Soil Drenching Fertilization Description: Soil application of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.25	\$ 8.50	\$ 8.75
i.	Trunk Injection (Insecticide/Miticide) Description: Trunk injected recommended material.	per diameter inch	\$ 9.00	\$ 9.00	\$ 9.25	\$ 9.50	\$ 9.75
j.	Trunk Injection (Fungicide) Description: Trunk injected recommended material.	per diameter inch	\$ 9.00	\$ 9.00	\$ 9.25	\$ 9.50	\$ 9.75
k.	Trunk Injection (Insecticide & Fungicide Combo) Description: Combination of one-time trunk injection of two recommended materials.	per diameter inch	\$ 10.00	\$ 10.00	\$ 10.25	\$ 10.50	\$ 10.75
l.	Avermectin Class Insecticide Injection Description: Recommended trunk injection of Emamectin benzoate active ingredient.	per diameter inch	\$ 11.00	\$ 11.00	\$ 11.25	\$ 11.50	\$ 11.75

COOPERATIVE PURCHASE

It is intended that any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

MARIPOSA

Fee Estimate for Services Requested (Per Specifications of this RFP/Q)

Fee Estimate

City of Norco			Pruning Cycle 1	Pruning Cycle 2	Pruning Cycle 3	Pruning Cycle 4	Pruning Cycle 5
Tree Maintenance Services			FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Item	Description	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	Grid Tree Pruning - Work Conforming To historic pruning patterns	Each	\$ 74.00	\$ 77.00	\$ 81.00	\$ 85.00	\$ 89.00
2	Street Tree Trimming - per written specification	Each	\$ 105.00	\$ 110.00	\$ 115.00	\$ 121.00	\$ 127.00
2	Service Request Tree Pruning						
2a	0-12" dbh	Each	\$ 74.00	\$ 77.00	\$ 81.00	\$ 85.00	\$ 89.00
2b	13-24" dbh	Each	\$ 120.00	\$ 126.00	\$ 132.00	\$ 139.00	\$ 146.00
2c	25-36" dbh	Each	\$ 200.00	\$ 210.00	\$ 220.00	\$ 231.00	\$ 242.00
2d	over 37" dbh	Each	\$ 300.00	\$ 315.00	\$ 331.00	\$ 348.00	\$ 365.00
3	Park/Slope Aesthetic Tree Trimming - Bucket	Each	\$ 110.00	\$ 116.00	\$ 122.00	\$ 128.00	\$ 134.00
4	Park/Slope Aesthetic Tree Trimming - Climber	Each	\$ 220.00	\$ 231.00	\$ 242.00	\$ 254.00	\$ 267.00
5	Tree Raising	Each	\$ 63.00	\$ 66.00	\$ 69.00	\$ 72.00	\$ 76.00
6	Palm Tree Trimming	Each	\$ 100.00	\$ 105.00	\$ 110.00	\$ 115.00	\$ 121.00
7	Palm Tree Skinning/Shaping	Each	\$ 300.00	\$ 315.00	\$ 330.00	\$ 345.00	\$ 362.00
8	Palm Tree Seed Pod Only Removal	Each	\$ 100.00	\$ 105.00	\$ 110.00	\$ 115.00	\$ 121.00
9	Tree & Stump Removal	Diameter Inch	\$ 50.00	\$ 53.00	\$ 55.00	\$ 57.50	\$ 60.00
10	Tree Only Removal	Diameter Inch	\$ 38.00	\$ 40.00	\$ 42.00	\$ 44.00	\$ 46.00
11	Stump Only Removal	Diameter Inch	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00	\$ 26.00
12	Plant 15 gallon tree W/ warranty	Each	\$ 210.00	\$ 220.00	\$ 231.00	\$ 242.00	\$ 254.00
13	Plant 15 gallon tree w/ Root Barrier w/ warranty	Each	\$ 240.00	\$ 252.00	\$ 264.00	\$ 277.00	\$ 291.00
14	Plant 24" box tree w/ warranty	Each	\$ 600.00	\$ 630.00	\$ 661.00	\$ 694.00	\$ 729.00
15	Plant 24" box tree w/ Root Barrier w/ warranty	Each	\$ 650.00	\$ 683.00	\$ 717.00	\$ 753.00	\$ 791.00
16	Plant 36" box tree w/ warranty	Each	\$ 1,350.00	\$ 1,417.00	\$ 1,487.00	\$ 1,561.00	\$ 1,639.00
17	Root Pruning	Linear Ft	\$ 50.00	\$ 53.00	\$ 55.00	\$ 57.50	\$ 60.00
18	Crew Rental - Per Person	Hour	\$ 110.00	\$ 116.00	\$ 122.00	\$ 128.00	\$ 134.00
19	Emergency Crew Rental - Per Person - Reg. Bus. Hours	Hour	\$ 115.00	\$ 121.00	\$ 127.00	\$ 133.00	\$ 140.00
20	Emergency Crew Rental - Per Person - After Hrs, Wkds, Holiday	Hour	\$ 140.00	\$ 147.00	\$ 154.00	\$ 162.00	\$ 170.00
21	Specialty Equipment Rental	Hour	\$ 200.00	\$ 210.00	\$ 220.00	\$ 231.00	\$ 242.00
22	Arborist Services (Report writing, Risk Assessment)	Hour	\$ 175.00	\$ 184.00	\$ 193.00	\$ 202.00	\$ 212.00
23	GPS Tree Inventory	Each	\$ 4.00	\$ 4.20	\$ 4.40	\$ 4.60	\$ 4.80

**CITY OF NORCO
CONTRACT AGREEMENT**

**TREE TRIMMING, REMOVAL, AND PLANTING CONTRACT SERVICES
FISCAL YEARS 2023-24 THROUGH 2027-28**

1. Parties and Date.

This Agreement is made and entered into this 17th day of May, 2023 by and between the City of Norco, a municipal corporation of the State of California, located at 2870 Clark Avenue, Norco, California 92860, County of Riverside, State of California, (hereinafter referred to as "City") and **West Coast Arborists, Inc.**, a corporation with its principal place of business at **2200 E. Via Burton Street, Anaheim, CA 92806** (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by The City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing tree trimming, removal, and planting contract services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of the City.

2.2 Services.

City desires to engage Contractor to render such services for Tree Trimming, Removal, and Planting Contract Services ("Services") as set forth in this Agreement.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the tree trimming, removal, and planting contract services on an as-needed basis necessary for said Services. The Services are more particularly described in Attachment A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The terms of this Agreement shall be from July 1, 2023 through June 30, 2028, with the option to renew for two (2) one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be provided by Contractor. Contractor will determine the means, methods and details of providing the necessary Services subject to the requirements of this Agreement. City retains Contractor on an independent Contractor basis and not as an employee. Any additional personnel conducting Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with conducting Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the timeframe set forth herein. Contractor represents that it has the professional and technical personnel required to provide Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Services timeframe, City shall respond to Contractor's Requests for Information in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Services timeframe.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Director of Public Works, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Patrick Mahoney - President**, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the

Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in providing said Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Attachment 1 attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of, \$100.00 per day.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall

defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.8.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.8 or any of its sub-sections.

3.2.8.2 Employment Eligibility; Subcontractors, Contractors, and Sub-subcontractors. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, Contractors, and sub-subcontractors performing any work or Services relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.8.1.

3.2.8.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, Contractors, sub-subcontractors or subcontractors to meet any of the requirements provided for in Sections 3.2.8.1 or 3.2.8.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.8.2); or (3) failure to immediately remove any person found not to be in compliance with such requirements.

3.2.8.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of

the Services.

3.2.8.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.8.6 Air Quality. To the extent applicable, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Throughout the life of this Contract, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations

(including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage
 \$1,000,000 per occurrence for personal and advertising injury
 \$2,000,000 aggregate for products and completed operations
 \$2,000,000 general aggregate applying separately to the work performed under the Contract

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY Professional Liability (Errors and Omissions) insurance appropriate to Contractor's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to VVTA, its board members, officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to VVTA's Executive Director or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits,

Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Contractor maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Contractor, Contractor must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to VVTA for review.
5. These requirements shall survive expiration or termination of the Agreement.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Agreement.

Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, sub-Contractors, subcontractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the subcontractor.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In providing Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Rates and Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all design services rendered under this Agreement at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The total contract shall be based on a contract unit cost as described in attachment "B" for services provided to the City for a "not to exceed" amount of \$250,000 annually.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 Ownership of Materials and Confidentiality

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents &

Data”). All Documents & Data shall be and remain the property of the City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of said Services, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Contractor shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subcontractors. Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its subcontractors, or those provided to Contractor by the City.

3.5.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time, provided that any such use not within the purposes intended by this Agreement without employing the services of Contractor shall be at City's sole risk.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in

connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the follow address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

West Coast Arborists, Inc
2200 E. Via Burton Street
Anaheim, CA 92806
Attention: Patrick Mahoney - President

City:

City of Norco
2870 Clark Avenue
Norco, CA 92860
Attention: Director of Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the US Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification. To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend the City and its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor, its principals, officers, employees, agents or volunteers in the performance of

this Agreement.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.6.9 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with said Services.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be work days (Monday through Friday, excluding holidays). All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification or amendment

of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power,

right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Name of Contractor: **West Coast Arborists, Inc.**

*By:

Patrick Mahoney - President

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED.
Attach Certificate of Notary Acknowledgement

OWNER: **CITY OF NORCO**, a municipal corporation

*By:

Robin Grundmeyer, Mayor

ATTEST:

Dana Roa, CMC, City Clerk

APPROVED AS TO FORM:

Harper & Burns, LLC, City Attorney

EXHIBIT A
TREE TRIMMING, REMOVAL, AND PLANTING
CONTRACT SERVICES RFP

EXHIBIT B
CONTRACTOR PROPOSAL & FEES

GENERAL LIABILITY ENDORSEMENT

CITY OF NORCO
 2870 Clark Avenue
 Norco, CA 92860
 (951) 270-5678

A. POLICY INFORMATION Endorsement # _____

1. Insurance Company _____

Policy Number _____

2. Policy Term (From) _____ (To) _____

Endorsement Effective Date _____

3. Named Insured _____

4. Address of Named Insured

 _____5. Limit of Liability Any One Occurrence/Aggregate
 \$ _____ / _____6. Deductible or Self-Insured Retention (Nil unless otherwise specified):
 _____7. Coverage is equivalent to:
 Comprehensive General Liability Form GL0002 (Ed. 1/73)
 _____Commercial General Liability "Occurrence" Form CG0001
 _____8. Bodily Injury and Property Damage Coverage is:
 _____ "occurrence"

Note: The City of Norco standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage is not acceptable. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

9. Description of Project:

The City utilizes a 5-year trimming program (divided up into grids) intended to trim every tree within a 5-year period and is provided on the City's website so residents can know what year their frontage trees might be trimmed. The City Tree Trimming Contract will provide tree trimming services of all public trees within the city limits of the City of Norco. The contractor shall provide all labor, equipment, tools, fuel, materials, dumping, insurance, supervision, and all other items needed to deliver excellent tree maintenance services.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** As respects any work performed on the above described Project, the City of Norco, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured on the above described Project for or on behalf of the City of Norco; or (b) products sold by the Named Insured to the City of Norco for use on the Project; or (c) premises leased by the Named Insured from the City of Norco, the insurance afforded by this policy shall be primary insurance as respects the City of Norco, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the City of Norco, its elected or appointed officers, officials, employees, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office Form Number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or
 - (2) Insurance Services Office Commercial General Liability Coverage, "Occurrence" Form CG 0001; or

- (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding Sections (1) and (2).
4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.
5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Norco, its elected or appointed officer, officials, employees, consulting engineers or volunteers.
6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by certified mail return receipt requested has been given to the City of Norco. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN:

(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to
(Print/Type Name)

bind the below-listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Original Signature required on endorsement furnished to the City of Norco)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF NORCO
 2870 Clark Avenue
 Norco, CA 92860
 (951) 270-5678

A. POLICY INFORMATION Endorsement # _____

1. Insurance Company _____
 Policy Number _____
2. Policy Term (From) _____ (To) _____
 Endorsement Effective Date _____
3. Named Insured _____
4. Address of Named Insured _____
5. Limit of Liability Any One Occurrence/Aggregate
 \$ _____ / _____
6. Deductible or Self-Insured Retention
 (Nil unless otherwise specified):
 \$ _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City of Norco, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Norco, its elected or appointed officers, officials, employees, consulting engineers or volunteers.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City of Norco, the insurance afforded by this policy shall: (a) be primary insurance as respects the City of Norco, its elected or

- appointed officers, officials, employees, consulting engineers or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Norco, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage to the Named Insured at least as broad as:
 - (1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding Section (1).
 4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage, or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
 5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Norco, its elected or appointed officer, officials, employees, consulting engineers or volunteers.
 6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by certified mail return receipt requested has been given to the City of Norco. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN:

(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to
(Print/Type Name)

bind the below-listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Original Signature required on endorsement furnished to the City of Norco)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY ENDORSEMENT

CITY OF NORCO
 2870 Clark Avenue
 Norco, CA 92860
 (951) 270-5678

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company _____
 ("the Company")
 Policy Number _____
2. Effective Date of this Endorsement _____
3. Named Insured _____
7. Employer's Liability Limit (Coverage B) _____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- (1) Cancellation Notice. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by certified mail return receipt requested has been given to the City of Norco. Such notice shall be addressed as shown in the heading of this endorsement.
- (2) Waiver of Subrogation. The Insurance Company agrees to waive all rights of subrogation against the City of Norco, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Norco.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind
(Print/Type Name)

the below-listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Original signature required on endorsement furnished to the City of Norco)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁵
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

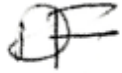
Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Agenda #: 5.23
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **PURCHASE OF NEW SITE FURNISHINGS FROM OUTDOOR CREATIONS INC. FOR SYCAMORE CANYON PARK.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Purchase Order with Outdoor Creations Inc. for the purchase of new site furnishings at Sycamore Canyon Park in the not-to-exceed amount of \$98,632.13.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Purchase Order would be \$98,632.13. Sufficient funds are included in the 2023/24 operating budget to cover the cost of the purchase, including \$64,446.23 from the Building Facility & Maintenance Fund (Fund 504) and \$34,185.90 from the Integrated Waste Management Fund (Fund 250).

BACKGROUND:

Over the past 10 years the City has been updating and standardizing the site furnishings throughout the parks with precast cast products from Outdoor Creations. The current site furnishings at Sycamore were installed as part of the Sycamore Canyon Park ADA Phase 2 project in 2005 and have reached the end of their operational life.

Outdoor Creations is the manufacturer and sole supplier of their products, and is the standard concrete site furniture manufacturer/supplier specified by the City, in order to keep consistency throughout our facilities.

ANALYSIS:

Per section 3.24.090(c) of the purchasing policy, the bidding requirements can be waived when the commodity or service can be obtained from only one vendor.

This project will consist of the replacement of the following:

- Waste and recycling receptacles
- Picnic tables
- Square court tables
- Benches
- Family BBQ's

The products supplied by Outdoor Creations have proven to be durable and meet the needs and expectations of the City.

LEGAL REVIEW:

The City Attorney has reviewed and approved this item as to form.

PREPARED BY:

Jason Williams

Jason Williams, Maintenance Supervisor 6/18/2024

REVIEWED BY:

Hal Ghafari

Hal Ghafari, Public Works Manager/Asst. City Engineer

6/5/2024

Jason Jacobsen

Jason Jacobsen, Finance Director

6/11/2024

Attachments:

1. 5.23.a Purchase Order Quote # Q6432
2. 5.23.b Purchase Order Quote # Q6433

QUOTATION**AUTHORIZED SALES PERSON SIGNATURE**

Tim L. Hudson 6/4/24

Outdoor Creations Inc.

2270 Barney Road
Anderson, CA 96007
USA

PH# 530-365-6106

FX# 530-365-5129

Email tim@outdoorcreations.com

Date: 6/4/24

Quote No.: Q6432

**SOLD TO**City of Diamond Bar
Accounts Payable
21810 Copley Drive
Diamond Bar, CA 91765
USA**SHIP TO**Sycamore Park - Site Furnishings
Jason Williams 909-839-7059
jwilliams@diamondbarca.gov
Diamond Bar, CA 91765
USA

Sales Rep		Good Thru	Terms	Purchase Order	
Tim L. Hudson		7/4/24	Net 30 Days		
Qty.	UOM	Model #	Description	Unit Price	Amount
20	EA	100 S	92" Smooth Top Picnic Table Standard Legs	1,205.00	24,100.00
1	EA	100 S	92" Smooth Top Picnic Table Standard Legs (With Game Board)	1,205.00	1,205.00
1	EA	CGB	Chess Gameboard	170.00	170.00
1	EA	108S	Square Cafe Table - 4 Seats	1,800.00	1,800.00
1	EA	108S	Square Cafe Table - 4 Seats (With Game Board)	1,800.00	1,800.00
1	EA	CGB	Chess Gameboard	170.00	170.00
2	EA	408SK	26" x 84" Contour Bench w/armrests and skateboard resistant bumps	1,180.00	2,360.00
1	EA	408SK	26" x 84" Contour Bench w/armrests and skateboard resistant bumps(With 3" x 5" Inset for plaque provided by customer)	1,180.00	1,180.00
4	EA	417SKB2	24" x 84" Flat bench with center armrests and skateboard bumps on both sides	1,045.00	4,180.00
6	EA	300A	Family BBQ with Clean Out Door and Grill	1,190.00	7,140.00
6	EA	300F	Painted Flames & Text for 300CR - 2 PER UNIT	155.00	930.00
1	EA	3001A Group BBQ	Group BBQ 32" x 68" W/Fixed Grill	3,815.00	3,815.00
	EA	LT SB	Light Sandblast		
	EA	NANO	Nano - Non-sacrificial sealer		
	EA	Soft Gray	Increte Soft Gray		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	8,325.00	8,325.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	57,175.00
Sales Tax	5,431.63
TOTAL	62,606.63

Final sales tax will be
calculated at time of
shipping.

QUOTATION**AUTHORIZED SALES PERSON SIGNATURE**

Tim L. Hudson 6/4/24

Outdoor Creations Inc.

2270 Barney Road
Anderson, CA 96007
USA

PH# 530-365-6106

FX# 530-365-5129

Email tim@outdoorcreations.com

Date: 6/4/24

Quote No.: Q6433

**SOLD TO**City of Diamond Bar
Accounts Payable
21810 Copley Drive
Diamond Bar, CA 91765
USA**SHIP TO**Sycamore Canyon Park - 511 Trash Only
Jason Williams 909-839-7059
jwilliams@diamondbarca.gov
Diamond Bar, CA 91765
USA

Sales Rep		Good Thru	Terms	Purchase Order	
Tim L. Hudson		7/4/24	Net 30 Days		
Qty.	UOM	Model #	Description	Unit Price	Amount
14	EA	511	(2) Compartment Trash/Recycle Receptacle	2,125.00	29,750.00
14	EA	511 DOOR HAN BLACK	511 DOOR W/HANDLE BLACK (GR1372-BK05)		
14	EA	511 DOOR HAN BLUE	511 DOOR W/HANDLE BLUE (GR1372-BL01)		
14	<Each>	Vinyl Trash	Vinyl Trash Sticker		
14	<Each>	Vinyl Recycle	Vinyl Recycle Sticker		
14	<Each>	Cast In Logo	Cast In Logo (Trash Logo oppo Dr Painted Black)		
14	<Each>	Cast In Logo	Cast In Logo (Recycle Logo Oppo Dr Painted Blue)		
	EA	NANO	Nano - Non-sacrificial sealer		
	EA	LT SB	Light Sandblast		
	EA	Soft Gray	Increte Soft Gray		
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	3,150.00	3,150.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16+ WEEKS (Does not apply to custom products).

Subtotal	32,900.00
Sales Tax	3,125.50
TOTAL	36,025.50

Final sales tax will be
calculated at time of
shipping.

Agenda #: 6.1
Meeting Date: June 18, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **DEVELOPMENT CODE AMENDMENT TO IMPLEMENT HOUSING PROGRAMS CONTAINED IN THE CERTIFIED 2021-2029 HOUSING ELEMENT AND TO CONFORM WITH STATE LAW (PL 2022-59).**
STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

- A. Determine that the proposed Development Code Amendment is categorically and statutorily exempt from the California Environmental Quality Act ("CEQA"); and
- B. Introduce first reading by title only, waive full reading of the Ordinance, open the Public Hearing to receive public testimony, schedule the second reading and adoption at the next regularly scheduled City Council meeting:

"Ordinance No. 03 (2024): AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF TITLE 22 (DEVELOPMENT CODE) OF THE DIAMOND BAR CITY CODE TO IMPLEMENT HOUSING PROGRAMS CONTAINED IN THE CITY'S CERTIFIED 2021-2029 HOUSING ELEMENT, TO CONFORM TO CHANGES IN NEW STATE HOUSING LAWS AND CITY POLICIES, AND TO MAKE TYPOGRAPHICAL CORRECTIONS AND CLARIFICATIONS."

FINANCIAL IMPACT:

None.

SUMMARY:

The Diamond Bar Development Code (Title 22 of the Diamond Bar City Code) was first adopted in 1998. Its purpose and intent are "to implement the policies of the Diamond Bar general plan by classifying and regulating the uses of land and structures within the

City of Diamond Bar.”¹ Amendments to the Development Code are needed from time to time to reflect community values, to keep pace with new state and federal laws, to implement local policies, and to resolve the internal inconsistencies and errors that are eventually encountered.

In the wake of the numerous housing and development laws passed by the State Legislature in recent years, together with the housing programs contained in the City’s certified 2021-2029 Housing Element, the proposed ordinance would amend several sections of the Development Code to ensure continued conformance with State law. The proposed ordinance also incorporates several “cleanup” items to clarify the intent of various existing regulations.

BACKGROUND:

State Housing Laws

In addition to the routine cleanup items and the codifying of miscellaneous laws that the City is already subject to, the amendments proposed in the attached ordinance (Attachment 1) are largely focused on ensuring that the City is in compliance with the onslaught of housing laws passed by the State Legislature in recent years. These laws were discussed during a joint study session of the City Council and Planning Commission on March 26, 2024, and are summarized below:

- The **Housing Accountability Act (Gov’t Code §65589.5)** prevents cities from applying non-objective development standards and findings to proposed housing development projects, limits cities’ authority to disapprove or impose certain conditions on proposed housing development projects, and imposes other temporal and procedural limits on cities’ review of housing projects. “Objective” standards are those that involve no personal or subjective judgment and are uniformly verifiable by reference to an external benchmark or criterion. Cities or counties found to have acted in violation of the Housing Accountability Act may be subject to certain enhanced remedies, including significant fines.
- The **Housing Crisis Act of 2019 (SB 330)** established laws intended to streamline housing development approvals, requires cities to maintain their existing affordable housing stock and protect displaced tenants of affordable housing units, limits cities’ authority to rezone property to a lower residential density, and restricts cities from establishing new residential design standards that are not objective.
- **State Density Bonus Law (“SDBL,” Gov’t Code §§65915-65918)**, as amended by AB 1287, requires cities to grant increased density, incentives and concessions, and waivers of development standards to residential developers in exchange for the production of affordable housing units.
- **No Net Loss Law (Gov’t Code §65863)** requires that a city make specified findings before it allows development of a parcel at a lower residential density than identified in the city’s housing element for that parcel or takes any other administrative, quasi-judicial, or legislative action to reduce, require, or permit the reduction of the allowable residential density for such a parcel.

¹ DBCC §22.01.020

- **Housing Element Law (Gov't Code §§65580 – 65589.11)**, among other things, requires cities to identify and remove governmental constraints on the production of housing, to treat transitional and supportive housing similarly to other residential dwellings, and to provide for a variety of housing types, including single-room occupancy housing.
- **Senate Bill 35 (Gov't Code §65913.4)** requires cities to ministerially review and approve qualifying affordable housing projects in an effort to meet statewide affordable housing goals.
- **Government Code §65651, et seq. and §65660, et seq.** require cities to allow certain supportive housing projects and low-barrier navigation centers as uses to be established by right.
- **Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) Law (Article 2, commencing with § 66314, of Chapter 13 of Division 1 of Title 7 of the Government Code)** requires cities to adopt ordinances providing for streamlined ministerial review and approval of ADUs and JADUs and limiting the development standards cities can apply to ADUs and JADUs.

Diamond Bar Housing Element

The proposed amendments also implement several of the housing programs contained in the City's certified 2021-2029 Housing Element, as summarized below:

- **Program H-11. Housing for Persons with Special Needs** - *Continue to facilitate emergency shelters and transitional/supportive housing and continue participating with Los Angeles Homeless Services Authority and San Gabriel Valley Council of Governments on efforts to address homelessness throughout the planning period. Process an amendment to the Development Code to allow supportive housing, low barrier navigation centers and large residential care facilities consistent with State law.*

The proposed Code amendment would update the land use table to reflect mandatory changes in State law, including: removing the Conditional Use Permit (CUP) requirement for residential care facilities serving seven or more persons in all residential zones and reclassify them as permitted by right; permitting "transitional/supportive housing" by right in all residential zones, subject to certain requirements; and adding "supportive housing for the homeless" and "low-barrier navigation centers" as permitted uses by right in the Industrial zoning district, subject to certain requirements pursuant to Government Code Section 65653.

- **Program H-12. Affordable Housing Incentives/Density Bonus** - *Amend the Development Code in 2021 consistent with current Density Bonus Law and continue to encourage the production of affordable housing through the use of density bonus and other incentives.*

The proposed Code amendment would update the City's density bonus regulations to conform to the current provisions of the SDBL.

- **Program H-13. Efficient Project Processing** - *Continue to offer streamlined development processing, and periodically review departmental processing procedures to ensure efficient project processing.*

The proposed Code amendment would implement various provisions of State law aimed to ease local government constraints on housing development, as well as eliminate conflicting provisions found within the Development Code.

ANALYSIS:

Adoption Process

Before the City Council adopts an ordinance to amend the Development Code, the Planning Commission must first conduct a public hearing to consider the proposed amendments. The Commission then forwards its recommendations via a resolution advising the Council whether or not the proposed amendments should be adopted.

Planning Commission Review

On May 28, 2024, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 2024-07, recommending, by a 4-0 vote (one absence), that the City Council adopt the attached ordinance amending Title 22 (Attachment 2). The staff report and draft meeting minutes from that meeting are included as Attachments 3 and 4 respectively.

No public comments were received prior to or during the Planning Commission hearing.

Proposed Development Code Amendments

The full text of the proposed code amendments is contained in the draft ordinance (Attachment 1). The following discussion cites the applicable Development Code section or chapter being amended, and provides the basis for each proposed amendment. A more detailed discussion for each section was provided in the Planning Commission staff report.

The following sections are proposed to be amended to either correct typographical errors or provide technical clarifications:

22.04.020(c)(3) - Floor area ratio
 22.08.040 Table 2-4 - Restrictions on nonconforming structures
 22.10.030 Table 2-5 - Office district land use table
 22.16.070(1) - Open space requirement
 22.16.090(3)(c) - Setback regulations and exceptions
 22.16.130 - View protection
 22.30.080 (5)(a)(1) - Driveway extensions for single-family residential property
 22.42.110 Table 3-15 - Setbacks for accessory uses and structures
 22.44.020 Table 4-1 - Director vs. Hearing Officer
 22.44.040(a) - Application fees
 22.47.020(a) - Plot plan review

22.48.030(b) - Administrative development review
 22.48.050(a) and (b) - Responsibility for development review
 22.56.020, 22.56.030(c), 22.56.040, and 22.56.050 – Minor conditional use permit review authority
 22.60.020 - Applicability of specific plan
 22.68.020(b)(1)(a) - Restrictions on nonconforming uses
 22.68.030(b)(2) - Restrictions on nonconforming structures

The more notable amendments contained in the draft ordinance are listed below:

22.08.030 Table 2-3 - Residential District Land Use Table: Consistent with recent State law, the residential land use table is amended to remove the CUP requirement for residential care facilities serving seven or more persons in all residential zones and reclassify them as permitted by right. “Transitional/supportive housing” is added as permitted by right in all residential zones, subject to new requirements set forth under Development Code Section 22.42.170. Lastly, “Second Units” is deleted because the term has been renamed “Accessory Dwelling Units,” and was already added as a permitted use in all residential zones under an earlier ordinance.

22.10.030 Table 2-6 - Commercial/Industrial District Land Use Table: Consistent with recent State law, the commercial and industrial land use table is proposed to be amended to allow “low-barrier navigation centers” and “transitional/supportive housing” in the Light Industry (I) zoning districts subject to new requirements set forth in Section 22.42.170.

Chapter 22.18 - Special procedures applicable to housing development projects: Because State housing laws have been amended so extensively, Development Code Chapter 22.18 (“Affordable Housing Incentives/Density Bonus Provisions”) is proposed to be repealed in its entirety and replaced with comprehensively rewritten standards to be fully consistent with State law. The revised Chapter 22.18 is accordingly retitled “Special Procedures Applicable to Housing Development Projects” to more aptly encompass the myriad of legislative mandates it now incorporates, as summarized below:

- Density bonus regulations are revised to conform to the current provisions of the SDBL, which requires cities to grant increased density, incentives and concessions, and waivers of development standards to residential developers in exchange for the production of affordable housing units;
- Provisions of the Housing Crisis Act of 2019 are added to require development project proponents to replace demolished residential dwelling units and protected rental units, and to provide relocation assistance and other benefits to existing occupants of demolished protected rental units;
- Minimum requirements for affordable housing regulatory agreements are added;
- Provisions of State law pertaining to review by the City of applications for permits and/or land use entitlements for housing development projects are enumerated; and
- The “No Net Loss” provisions of the Housing Crisis Act of 2019 are enumerated.

22.42.120 - Accessory dwelling units and junior accessory dwelling units: The proposed amendments would ensure compliance with the most recent ADU legislation: AB 2221 and SB 897 (2022), AB 976 and AB 1332 (2023), and SB 477 (2024). These bills made several changes to existing law that clarify certain provisions and further ease development restrictions. The most significant recent change was to height restrictions where the construction of two-story ADUs must now be permitted, subject to certain requirements.

22.42.170 - Transitional and supportive housing: A new section is added to address transitional and supportive housing, per State law, specifying that these facilities are permitted in residential zoning districts subject to the same approval requirements, development standards, and restrictions that apply to other residential dwellings of the same type in the same zone, which shall be determined by the City based upon the predominant characteristics of the use. This section also specifies legal requirements, review and approval procedures for "Supportive Housing For the Homeless" and "Low-Barrier Navigation Centers," pursuant to State law. These uses are proposed to be permitted uses by right in the Industrial zoning district, subject to certain requirements pursuant to Government Code Section 65653.

22.80.020 - Definitions of specialized terms and phrases: The following definitions are to be added or amended: Low barrier navigation center, Public right-of-way, School (Private, Public and Trade), Specialized education and training, Studio, Supportive housing, and Transitional housing. The housing terms are required in conjunction with the proposed amendments per State housing law. "Public right-of-way" is added since it is not expressly defined anywhere else in the Municipal Code. As noted above, the current definition of "school" is very broad and encompasses all types of schools, education and training facilities, and studios. The proposed amendment would create separate discrete definitions for each.

ENVIRONMENTAL REVIEW:

The proposed Development Code Amendment has been determined to be categorically and statutorily exempt from the California Environmental Quality Act ("CEQA"). Section 27 of the Ordinance provides a detailed analysis to support this determination.

NOTICE OF PUBLIC HEARING:

Notice for this hearing was published in the *San Gabriel Valley Tribune* newspaper on June 7, 2024, in a 1/8-page display. Pursuant to Planning and Zoning Law Government Code Section 65091(a)(4), if the number of property owners to whom a public hearing notice would be mailed is greater than 1,000, a local agency may provide notice by placing a display advertisement of at least 1/8 page in one newspaper of general circulation. A copy of the public notice was also posted at the City's designated community posting sites.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Ordinance as to form.

PREPARED BY:

Mayuko Nakajima

Mayuko Nakajima, Senior Planner

6/18/2024

REVIEWED BY:

Grace Lee

Grace Lee, Planning Manager

5/29/2024

Greg Gubman

Greg Gubman, Community Development Director

6/4/2024

Attachments:

1. 6.1.a Ordinance No. 03 (2024); Development Code Amendment PL2022-59
2. 6.1.b Planning Commission Resolution No. 2024-07 (not including attachment)
3. 6.1.c Planning Commission Staff Report Dated May 28, 2024 (not including attachments)
4. 6.1.d Planning Commission Meeting Minutes Dated May 28, 2024 (Draft)

ORDINANCE NO. 03 (2024)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF TITLE 22 (DEVELOPMENT CODE) OF THE DIAMOND BAR CITY CODE TO IMPLEMENT HOUSING PROGRAMS CONTAINED IN THE CITY'S CERTIFIED 2021-2029 HOUSING ELEMENT, TO CONFORM TO CHANGES IN NEW STATE HOUSING LAWS AND CITY POLICIES, AND TO MAKE TYPOGRAPHICAL CORRECTIONS AND CLARIFICATIONS.

WHEREAS, On November 3, 1998, the City of Diamond Bar adopted a Development Code (Title 22 of the Diamond Bar City Code);

WHEREAS, on December 17, 2019, the City Council adopted an updated General Plan to create a vision and blueprint for development through 2040;

WHEREAS, on August 11, 2022, the City Council adopted the City's 6th Cycle (2021-2029) General Plan Housing Element, which was subsequently found by the California Department of Housing and Community Development (HCD) to be in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code) on October 5, 2022;

WHEREAS, the Development Code requires periodic updates to ensure consistency with City policies, new State laws, and to improve clarity to better serve the public;

WHEREAS, the proposed Development Code amendments correct various typographical errors and provide clarification related to certain Code provisions, update Code provisions to conform to changes in State laws, and implement the Housing Action Plan in the City's 6th Cycle (2021-2029) Housing Element, including Programs H-11, H-12, and H-13;

WHEREAS, pursuant to Government Code Sections 65090, a notice of at least 1/8 page display was published in the *San Gabriel Valley Tribune* newspaper on May 3, 2024, and a copy of the public notice was posted at the City's designated community posting sites. Due to a lack of quorum, the regular Planning Commission meeting was adjourned pursuant to Government Code Sections 54955 and 54955.1, and all business items scheduled before the Planning Commission for May 14, 2024, were continued to May 28, 2024;

WHEREAS, on May 28, 2024, the Planning Commission held a duly noticed public hearing regarding proposed amendments to the Development Code, Planning Case No. PL2022-59, and adopted Resolution No. 2024-06 recommending City Council approval of said Development Code Amendment;

WHEREAS, on June 18, 2024, the City Council held a duly noticed public hearing regarding the proposed Development Code Amendment; and

WHEREAS, the City Council hereby finds that the proposed amendments are internally consistent with the General Plan and other adopted goals and policies of the City and adopts the facts and reasons stated in Planning Commission Resolution No. 2024-06, a copy of which is on file with the City Clerk and which is incorporated herein by reference with the same force and effect as if set forth in full.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DIAMOND BAR DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Paragraph (3) of Subsection (c) of Section 22.04.020 (Rules of Interpretation) of Title 22, Chapter 22.04 of the Diamond Bar City Code is hereby amended to make non-substantive changes as follows (deletions in ~~striktthrough~~ text and additions shown in double underline):

(3) *Floor Area Ratio (FAR)*. When calculating the allowable floor area of a structure based on the FAR established by the applicable zoning district, the fractional/decimal results of calculations shall be rounded to the next highest whole number when the fraction/decimal is 0.5 or more, and to the next lowest whole number when the fraction is less than 0.5. For example, a maximum floor area ratio of 0.25 applied to a site of ~~25,856~~ 25,853 square feet results in a maximum allowable floor area of 7,757 6,463 square feet (~~25,856~~ 25,853 x .025 0.25 = 7,756.8, ~~rounded up to 7,757~~ 6,463.25, rounded down to 6,463). The maximum FAR itself (0.09, 0.25, etc.) is never rounded.

Section 2. Table 2-3 (Allowed Uses and Permit Requirements for Residential Zoning Districts) of Section 22.08.030 (Residential zoning district land uses and permit requirements) of Title 22, Chapter 22.08 of the Diamond Bar City Code is hereby amended (a) to reclassify “residential care facilities, general” from a conditionally permitted use to a permitted use in the RM (medium density residential), RMH (medium/high density residential), RH (high density residential), and RH-30 (high density residential – 30 dwelling units per acre) zoning districts; (b) to add “transitional housing” and “support housing” as expressly permitted uses in all residential zones; and (c) to delete “second units” from the list of land uses in the Table, as follows (deletions in ~~striktthrough~~ text and additions shown in double underline):

	Permit Requirements by District							
Land Use (1)	RR	RL	RLM	RM	RMH	RH	RH-30	See Standards in Section:
...								
RESIDENTIAL USES (4)								
Residential care facilities, general				<u>CUP</u> <u>P</u>	<u>CUP</u> <u>P</u>	<u>CUP</u> <u>P</u>	<u>CUP</u> <u>P</u>	

...								
Second units	<u>P</u>	<u>P</u>						22.42.120
...								
<u>Transitional / supportive housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>22.42.170</u>
...								

Section 3. Table 2-4 (Residential District General Development Standards) of Section 22.08.040 (Residential zoning district general development standards) of Title 22, Chapter 22.08 of the Diamond Bar City Code is hereby amended to add a reference to Section 22.68.030 for required side setbacks applicable to changes or expansions to residential dwelling units with nonconforming setbacks, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

TABLE 2-4
RESIDENTIAL DISTRICT GENERAL DEVELOPMENT STANDARDS

	Requirement by Zoning District						
Development Feature	RR	RL	RLM	RM	RMH	RH	RH-30
...	...	...	...	...	...	...	...
Sides (each) <u>(4)</u>	15 ft. on one side, and 10 ft. on the other; but not less than 25 ft. between structures on adjoining parcels	10 ft. on one side, and 5 ft. on the other; but not less than 15 ft. between structures on adjoining parcels		5 ft.	5 ft.	5 ft.; plus 1 ft. for each story over 2	
...	...	...		...	...	...	...
Height limit <u>(4)(5)</u>	35 ft.			35 ft.			
...	...			...			

Notes:

- (1) Minimum area for parcels proposed in new subdivisions, except as otherwise provided by section 22.08.050 (Minimum lot area), and chapter 22.22 (Hillside Management). Condominium, townhome, or planned development projects may be subdivided with smaller parcel sizes for ownership purposes, with the minimum lot area requirement determined through the subdivision review process, provided that the overall development site complies with the lot area requirements of this chapter.
- (2) Maximum number of dwellings allowed for each specified unit of land. The approval of a conditional use permit within areas subject to section 22.22.040 (Hillside

management—Density) may result in fewer dwelling units being allowed than the maximum density shown. See also chapter 22.18 (Affordable Housing Incentives/Density Bonus Provisions) for possible density bonuses.

- (3) Front setbacks listed are minimums. For single-family detached tract development, a minimum five-foot setback variation for adjacent residential units is required.
- (4) See section 22.68.030 (b)(2) for nonconforming side setbacks and distance separations to dwelling units.
- (4) (5) Maximum allowable height for structures. See section 22.16.060 (Height measurement and height limit exceptions).

Section 4. Table 2-5 (Allowed Uses and Permit Requirements for Office Zoning Districts) of Section 22.10.030 (Commercial/industrial district land uses and permit requirements) of Title 22, Chapter 22.10 of the Diamond Bar City Code is hereby amended (a) to reclassify “Medical services-Clinics and laboratories” from a conditionally permitted use to a permitted use in the OP (office, professional) zoning district; (b) to delete “schools, public and private” and “studios, art, dance, music, photography, etc.” from the list of land uses in the Table; (c) to classify “public schools,” as a permitted use and “private schools,” “trade schools,” and “specialized education and training” as conditionally permitted uses in the OP (office, professional), OB (office, business park), and CO (commercial office) zoning districts; and (d) to delete footnote (6) pertaining to massage businesses and establishments, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

LAND USE(1)	Permit Requirement by District			
	OP	OB(3)	CO	See Standards in Section:
...	...	...	...	...
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES				
...	...	...	...	...
Schools, public and private	P	P	P	
<u>Schools, private</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	
<u>Schools, trade</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	
Studios, art, dance, music, photography, etc.			CUP	
<u>Specialized education and training</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	
...	...	...	...	...
SERVICE USES				

Medical services-Clinics and laboratories	CUP <u>P</u>	P	P	
...	...	...	...	...

...

Notes:

...

~~(6) Massage businesses or establishments that are sole proprietorships, where the sole proprietor is certified by the California Massage Therapy Council (CAMTC), and massage businesses or establishments that employ or use only persons certified by the CAMTC are permitted uses that do not require approval of a conditional use permit.~~

Section 5. Table 2-6 (Allowed Uses and Permit Requirements for Commercial/Industrial Zoning Districts) of Section 22.10.030 (Commercial/Industrial district land uses and permit requirements) of Title 22, Chapter 22.10 of the Diamond Bar City Code is hereby amended (a) to add “low-barrier navigation centers,” as a permitted use in the I (light industry) zoning district, subject to requirements set forth in Section 22.42.170; (b) to add “supportive housing” as described in Section 22.42.170(b), which is configured as a single-room occupancy housing development, as a permitted use in the I (light industry) zoning district, subject to specified standards and requirements; (c) to add other types of “transitional housing” and “supportive housing” configured as single-room occupancy housing developments as conditionally permitted uses in the I (light industry) zoning district, subject to specified standards and requirements; (d) to delete “schools—specialized education and training and non-degree,” “studios—photograph, portrait, martial arts, dance, aerobics, etc.,” and “retail sales” from the list of land uses in the Table; (e) to classify “trade schools” as a conditionally permitted use in the C-1 (neighborhood commercial) and C-2 (community commercial) zoning districts; (f) to classify “specialized education and training” as a conditionally permitted use in the C-1 (neighborhood commercial), C-2 (community commercial), C-3 (regional commercial), and I (light industry) zoning districts, subject to specified requirements; (g) to classify “studios” that offer instruction as a conditionally permitted use and studios that do not offer instruction as a permitted use in the I (light industry) zoning district; and (h) to delete existing footnote (6) pertaining to massage businesses and establishments, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

	Permit Requirement by District				
LAND USE (1)	C-1	C-2	C-3	I	See Standards in Section:
...	...	...	...	...	...
MISCELLANEOUS					

Ordinance No. 03 (2024)

Emergency shelters				P	
<u>Low-barrier navigation centers</u>				<u>P</u>	<u>22.42.170</u>
Single-room occupancy housing				CUP	22.42.160
<u>Transitional / supportive housing</u>	...	...	...	<u>P or CUP (6)</u>	<u>22.42.170</u>
...	...	...	...	...	...
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES					
...	...	...	...	...	...
<u>Schools, trade</u>	<u>CUP</u>	<u>CUP</u>			
Schools—Specialized education and training and non-degree	CUP	CUP	See (5)	CUP	
<u>Specialized education and training</u>	<u>CUP</u>	<u>CUP</u>	<u>See (5)</u>	<u>CUP</u>	
Studios—Photograph, portrait, martial arts, dance, aerobics, etc.	CUP	CUP	CUP		
<u>Studios</u>				<u>P or CUP (7)</u>	
...	...	...	...	...	...

...

Notes:

...

(5) Educational classes/training programs as the primary use shall be limited to the second floor and above with approval of a CUP. Ancillary classes in conjunction with a permitted use shall require a CUP and be limited to 15 percent of a separately demised space occupied by a single tenant or 750 square feet, whichever is less.

~~(6) Massage businesses or establishments that are sole proprietorships, where the sole proprietor is certified by the California Massage Therapy Council (CAMTC), and massage businesses or establishments that employ or use only persons certified by the CAMTC are permitted uses that do not require approval of a conditional use permit.~~

(6) Transitional or supportive housing developments located in the Industrial zoning district shall be configured as, and are subject to the standards and restrictions that apply to, single-room occupancy housing. A supportive housing development as described in Section 22.42.170(b) is a permitted use in the Industrial zoning district subject to ministerial zoning clearance and/or plot plan review; other transitional or supportive housing developments located in the Industrial zoning district require conditional use permit approval and are subject to the same permitting requirements as a single-room occupancy housing development.

(7) A CUP shall be required for studios that offer instruction.

Section 6. Subsection (1) of Section 22.16.070 (Open space for commercial projects) of Title 22, Chapter 22.16 of the Diamond Bar City Code is hereby amended to correct a typographical error, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

- (1) *Open space required.* Multitenant commercial centers one acre in size and larger shall provide a minimum of ~~0.01~~ one (1) percent of the total land area of the center as useable pedestrian-oriented open space, including plazas, patios, courtyards, and outdoor seating areas. The total land area of the center shall include all parcels that comprise the center including freestanding structures on separate parcels.

Section 7. Sub-subsections (c) and (d) of Subsection (3) (Allowed projections into setbacks) of Section 22.16.090 (Setback regulations and exceptions) of Title 22, Chapter 22.16 of the Diamond Bar City Code are hereby amended to re-letter the sub-subsections and clarify permitted locations and projections into setbacks for porches, as follows (deletions in ~~strikethrough~~ text and additions shown in double underline):

~~c. Porches and stairways. The following standards shall apply to porches and stairways:~~

c. 1. *Porches.* Covered, unenclosed porches, located at the same level as the entrance floor of the structure, may extend up to six feet into the required front yard setback.

d. 2. *Stairways.* Outside stairways and landings, that are not attached to a deck, are not enclosed and do not extend above a ground floor entrance, may extend into required yards as follows:

- (a) *Front yard setback:* Up to six feet into a required front yard;
- (b) *Side yard setback:* Up to 30 inches into a required side yard, but no closer than three feet to a side property line;
- (c) *Rear yard setback:* Up to six feet into a required rear yard.

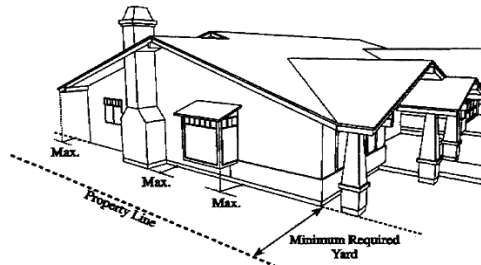


Figure 3-4

d. e. *Setback requirements for specific structures:*

...

Section 8. Section 22.16.130 (View protection) of Title 22, Chapter 22.16 of the Diamond Bar City Code is hereby amended to delete Figure 3-5.

Section 9. Chapter 22.18 of Title 22 of the Diamond Bar City Code is hereby repealed and replaced with new Chapter 22.18, entitled “Special Procedures Applicable to Housing Development Projects,” to read in its entirety as follows:

CHAPTER 22.18. - SPECIAL PROCEDURES APPLICABLE TO HOUSING DEVELOPMENT PROJECTS

Sec. 22.18.010 – Affordable housing incentives/density bonus provisions.

(a) *Purpose.* The purpose of this section is to implement the incentive programs provided in Government Code Sections 65915 through 65918 (referred to collectively in this Section as the “State Density Bonus Law”) in order to provide additional opportunities for the provision of affordable housing within the City of Diamond Bar.

(b) *Applicability.* This section applies to any “housing development,” as defined in the State Density Bonus Law, including, without limitation, a development project for five or more residential units, including a mixed-use development, or a senior citizen housing development consisting of at least 35 units. This section also applies to density bonuses for land donations in accordance with Government Code Section 65915. In exchange for density bonuses, incentives or concessions, waivers or reductions of development standards, and/or reduced parking ratios, a portion of the units shall be reserved for very low income households, lower income households, senior citizen households, moderate income households, transitional foster youth, disabled veterans, homeless persons, or lower income college students as provided in this section and the State Density Bonus Law. All such projects shall comply with all requirements stated in the State Density Bonus Law and shall be subject to the subdivision, plot plan review and/or development review requirements of this title, as applicable. This section shall be interpreted in a manner consistent with the State Density Bonus Law, as it may be amended from time to time, and the requirements of the State Density Bonus Law shall prevail over any conflicting provision of this Development Code.

(c) *Definitions.* As used in this section 22.18.010, the terms base density, concession, density bonus, development standard, disabled veterans, homeless persons, housing development, incentive, located within one-half mile of a major transit stop, lower income households, lower income student, maximum allowable residential density, moderate income households, persons

and families of moderate income, qualified nonprofit housing corporation, replace, senior citizen housing development, shared housing building, shared housing unit, total dwelling units, total units, transitional foster youth, unit, unobstructed access to the major transit stop, very low income households, and very low income vehicle travel area shall have the meanings ascribed to them in the State Density Bonus Law, as it may be amended from time to time.

(d) *Determination of density bonus.* Qualified projects that meet the eligibility requirements set forth in this section and/or the State Density Bonus Law shall be granted a density bonus or bonuses in an amount specified in the State Density Bonus Law, as it may be amended from time to time. Eligibility for and/or calculation of a density bonus shall be subject to the following:

- (1) A density bonus is a density increase over the otherwise maximum allowable gross residential density for a site as of the date of application by the applicant to the city. For the purpose of calculating the density bonus, the maximum allowable residential density, or base density, shall be the greatest number of units allowed on the site under the Development Code, an applicable specific plan, or the land use element of the General Plan. Each component of any density calculations, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.
- (2) Except as otherwise required by the State Density Bonus Law, the density bonus units shall not be included when determining the number of required affordable units or senior citizen units.
- (3) The developer can request a smaller density bonus than the project is entitled to, including no increase in density, but no reduction shall be permitted in the number of required affordable units.
- (4) For purposes of calculating the amount of the density bonus, an applicant who requests a density bonus shall elect the category and corresponding provision of the State Density Bonus Law pursuant to which the density bonus will be awarded. Unless otherwise specified in this Section or the State Density Bonus Law, each residential development is entitled to only one density bonus, and density bonuses from more than one category may not be combined.
- (5) The granting of a density bonus and/or related concession(s) or incentive(s) shall not be interpreted, in and of itself, to require a general plan amendment, zone change, study, or other discretionary approval.
- (6) Pursuant to California Government Code Section 65915.5, the conversion of apartments to a condominium project shall not be eligible for a density bonus or other incentives if the apartments proposed for conversion constitute a housing development for which a density bonus or other incentives were previously provided under Government Code Section 65915.

(e) *Specific requirements.*

- (1) *Senior citizen housing requirements.*

- a. Senior citizen housing development projects shall have a minimum of 35 units and shall meet the requirements described in Section 51.3 of the California Civil Code or any successor statute or regulation.
 - b. Mobile home parks shall limit residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the California Civil Code, or any successor statute or regulation.
- (2) *Land donation requirements.* An applicant for a tentative map, parcel map or any other residential development approval shall receive a density bonus for the residential development in an amount specified by Government Code Section 65915, as it may be amended from time to time, when the applicant donates land to the city as provided in this section. This density bonus shall be in addition to any other density bonus provided for in this section, up to a total combined density bonus of 35 percent. Applicants are eligible for the land donation density bonus if all of the following conditions are met:
- a. The developer shall donate and transfer land to the city no later than the date of approval of the final map or other approvals required for the residential development.
 - b. The developable acreage and general plan and zoning designation of the land being transferred are sufficient to permit development of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.
 - c. The transferred land shall be at least one acre or of sufficient size to permit development of at least 40 residential units and shall have the appropriate general plan designations and be appropriately zoned with appropriate development standards for development at a density of at least 30 dwelling units per acre.
 - d. The transferred land shall be served by adequate public facilities and infrastructure.
 - e. The transferred land and the very low income units constructed shall be subject to a deed restriction recorded with the county recorder, to ensure continued affordability of the units consistent with this Section, and the property owner shall enter into an affordable housing agreement with the city pursuant to this Section. The deed restriction / affordable housing agreement shall be recorded on the property at the time of the transfer.
 - f. The transferred land shall be conveyed in fee simple to the city or to a housing developer approved by the city.
 - g. The transferred land shall be within the boundary of the proposed residential development, or no more than approximately one-quarter mile from the boundary of the qualified project, if the city so approves.
 - h. No later than the date of approval of the final map or other discretionary approval required for the residential development, the transferred land shall

have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land, and a proposed source of funding for the very low income units shall have been identified.

(3) *Child-care facility requirements.*

- a. Subject to subsection (e)(3)(c), below, the city shall grant either of the following to a qualifying housing development that includes a child-care facility located on the premises of, or adjacent to, the project:
 - i. An additional density bonus that is an amount of square feet of residential space equivalent to the square footage of the childcare facility; or
 - ii. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child-care facility.
- b. As a condition of receiving the additional density bonus or concession for a child-care facility, the project shall comply with the following requirements:
 - i. The child-care facility shall remain in operation for a period of time that is as long as, or longer, than the period of time during which the density bonus units are required to remain affordable.
 - ii. Of the children who attend the child-care facility, the percentage of children of very low income, lower income, or moderate income households shall be equal to, or greater than, the percentage of affordable units required to be set aside for each such group.
- c. Notwithstanding any requirement of this Section, the City shall not be required to provide a density bonus or concession for a child-care facility if it finds, based upon substantial evidence, that the community already has adequate child care facilities.

(4) *Replacement housing requirement.* Pursuant to subdivision (c)(3) of Government Code Section 65915, an applicant will be ineligible for a density bonus or other incentives unless the applicant complies with the replacement housing requirements therein and the provisions of Section 22.18.020, including in the following circumstances:

- a. The housing development is proposed on any parcel(s) on which rental dwelling units are subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; or
- b. The housing development is proposed on any parcel(s) on which rental dwelling units that were subject to a recorded covenant, ordinance, or law that restricted rents to levels affordable to persons and families of lower or very low income have been vacated or demolished in the five (5) year period preceding the application; or

- c. The housing development is proposed on any parcel(s) on which the dwelling units are occupied by lower or very low-income households; or
 - d. The housing development is proposed on any parcel(s) on which the dwelling units that were occupied by lower or very low-income households have been vacated or demolished in the five (5) year period preceding the application.
- (f) **Regulatory Agreement.** As a condition to the City's granting of a density bonus, incentives or concessions, waivers or reductions in development standards, and/or reduced parking ratios pursuant to this Section, the property owner(s) shall enter into a regulatory agreement with the City pursuant to Section 22.18.030, which satisfies the criteria set forth in subdivision (c) of Government Code Section 65915.
- (g) **Concessions or incentives.** In compliance with State Density Bonus Law, developers that request a density bonus to provide on-site affordable housing may also eligible to receive one or more concessions or incentives, based on the type and scope of the project.
 - (1) The review authority shall grant applicants for qualified projects the number of incentives and concessions required by Government Code Section 65915. The review authority shall approve a specific requested concession or incentive for a proposed project unless the review authority makes a written finding, based on substantial evidence, of any of the following:
 - a. The concession or incentive does not result in identifiable and actual cost reductions in order to provide for affordable housing costs or for affordable rents for the targeted units to be set aside;
 - b. The concession or incentive would have a specific adverse impact, as defined in Section 65589.5(d)(2) of the California Government Code, upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households; or
 - c. The concession or incentive would be contrary to state or federal law.
 - (2) **Menu of concessions/incentives.** Concessions or incentives that a developer may request include those of the type set forth in subsection (k) of Section 65915 of the California Government Code, including the following:
 - a. Relaxation or other modification of zoning standards regulating such items as setbacks, height limitations, distances between buildings, required parking, parking development standards, projections into yards, and the like, which result in identifiable, and actual cost reductions. No separate variance application will be required for any modification of standards. However, the approved plans and application shall identify the zoning standards modifications which have been incorporated into the project.

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- b. Modification of architectural regulations ordinarily applied to a residential development project, which result in identifiable and actual cost reductions.
- c. Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.
- d. Other regulatory incentives or concessions proposed by the developer or the City, which result in identifiable, and actual project cost reductions.

(3) Parking incentives.

- a. Notwithstanding any other provision of this title, except as otherwise required pursuant to the State Density Bonus Law or other applicable law, if requested by the developer, the minimum number of off-street parking spaces, inclusive of accessible and guest parking spaces, required to be provided for all units within a qualifying density bonus housing development shall be as follows:

Number of Bedrooms	Required Parking Spaces per Unit*
0 to 1 bedroom	1
2 to 3 bedrooms	1.5
4 or more bedrooms	2.5
*If the total number of spaces required for a development results in a fractional number, it shall be rounded up to the next whole number. ** Developments meeting the requirements of subdivisions (p)(2) or (p)(3) of Government Code Section 65915 may provide fewer parking spaces per unit as specified in the State Density Bonus Law.	

- (h) *Physical Constraints.* In accordance with Government Code Section 65915(e), in addition to any concessions or incentives requested, an applicant for a density bonus pursuant to this section may submit a proposal for the waiver or reduction of development standards that have the effect of physically precluding the construction of a housing development incorporating the density bonus and any incentives or concessions to which the applicant is entitled. The review authority shall approve a requested waiver or reduction of a development standard, unless it makes any of the following findings:

- (1) The application of the development standard does not have the effect of physically precluding the construction of a housing development at the density allowed by the density bonus and with the incentives or concessions granted to the applicant.
- (2) The waiver or reduction of the development standard would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Government Code

Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

- (3) The waiver or reduction of the development standard would have an adverse impact on any real property that is listed in the California Register of Historical Resources.
 - (4) The waiver or reduction of the development standard would be contrary to state or federal law.
- (i) *Project review procedures.* All project applications for which a density bonus, concessions or incentives, modifications or waivers of development standards, and/or reduced parking ratios is/are being requested shall be reviewed in accordance with section 22.18.040 and shall be subject to the following project review procedures:
- (1) In addition to any other application required for a proposed housing development project, applications for any requested density bonus, incentives or concessions, waivers or reductions of development standards, and/or reduced parking ratios pursuant to this section shall be filed with the department pursuant to section 22.44.030. The application shall be filed concurrently with the application or applications for other required land use permits and approvals for the proposed project and shall be processed in the same manner as, and concurrently with, the application or applications for other required project approvals. In addition to any other information requested by the director, the application shall identify the category and corresponding provision(s) of the State Density Bonus Law pursuant to which a density bonus is requested; the base density of the proposed project; the number of density bonus units requested, along with supporting calculations; any concessions/incentives requested, any development standards requested to be waived/modified, and any reduced parking ratios requested pursuant to subsection (g)(3). The application shall be accompanied by reasonable documentation satisfactory to the director to establish eligibility for all requested density bonuses and parking ratios. Upon approval of a housing development project pursuant to this section, the planning division shall note in the project record that a density bonus has been granted, and the approved plans and application shall identify all concessions and incentives and/or waivers and modifications granted and any special conditions imposed on the project to ensure unit affordability.

Sec. 22.18.020 – Dwelling unit protection regulations.

- (a) *Purpose and Applicability.* The purpose of this Section is to implement the provisions of the Housing Crisis Act of 2019, which require development project proponents to replace demolished residential dwelling units and protected rental units and to provide relocation assistance and other benefits to existing occupants of demolished protected rental units. This Section applies to all development projects subject to Article 2 of Chapter 12 of Division 1 of Title 7 of the Government Code.
- (b) *Definitions.* If defined in therein, terms used in this Section shall have the same meaning as defined in Government Code Sections 66300.5-66300.6. Unless otherwise defined in

Government Code Sections 66300.5-66300.6, as used in this section, the following terms shall have the following meanings:

1. “Affordable housing cost” has the same meaning as defined in Health and Safety Code Section 50052.5.
2. “Affordable rent” has the same meaning as defined in Health and Safety Code Section 50053.
3. “Comparable unit” shall have the same meaning as the term “comparable replacement dwelling” as defined in Government Code Section 7260; provided, however, that with respect to an occupied protected unit that is a single-family home that will be demolished in conjunction with a proposed development project that consists of two or more dwelling units, a “comparable unit” need not contain more than three (3) bedrooms or have the same or similar square footage or the same number of total rooms.
4. “Development project” means the development of land requiring City approval. A development project includes, but is not limited to, a housing development project.
5. “Equivalent size” means that the replacement protected units contain at least the same total number of bedrooms as the units being replaced.
6. “Extremely low income households” has the same meaning as defined in Health and Safety Code Section 50106.
7. “Housing Crisis Act” means and refers the provisions set forth in Chapter 12 of Division 1 of Title 7 of the Government Code, commencing with Section 66300, as such provisions may be amended from time to time.
8. “Housing development project” has the same meaning as defined in Government Code Section 65905.5.
9. “Lower income households” has the same meaning as defined in Health and Safety Code Section 50079.5. Lower income households includes very low income households and extremely low income households.
10. “Protected unit” shall have the same meaning as defined in the Housing Crisis Act and includes, but is not limited to, existing or previously demolished residential dwelling units that are or were either rented by lower or very low income households or subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income within the five (5) year period preceding the application submittal date.
11. “Relocation Assistance Law” shall mean Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and its related implementing regulations.
12. “Replace” has the same meaning as provided in subparagraphs (B) and (C) of paragraph (3) of subdivision (c) of Government Code Section 65915; provided, however, that for purposes of a development project that that consists of a single residential unit on a site with a single protected unit, “replace” shall mean that the protected unit is replaced with a unit of any size at any income level.

13. “Replacement protected units” means and refers to affordable residential units proposed to be developed to replace one or more protected units.

14. “Very low income households” has the same meaning as defined in Health and Safety Code Section 50105. Very low income households includes extremely low income households.

(c) *One-to-One Replacement of Demolished Dwelling Units.* If, and to the extent, required by the Housing Crisis Act, the final review authority shall not approve a housing development project that will require the demolition of one or more residential dwelling units unless the proposed project will create at least as many residential dwelling units as will be demolished in conjunction with the project.

(d) *Replacement of Protected Units.* If, and to the extent, required by the Housing Crisis Act, the final review authority shall not approve a development project that will require the demolition of one or more occupied or vacant protected units, or that is located on a site where one or more protected units were demolished in the previous five (5) years, unless all applicable requirements, including, but not limited to, the following, are complied with:

1. **Number of Total Units Required.** If the project is a housing development project, the project shall include at least as many total dwelling units as the greatest number of permitted dwelling units that existed on the project site within the five-year period preceding the application submittal date.

2. **Number of Replacement Protected Units Required.** Unless otherwise provided in the Housing Crisis Act, the development project shall replace all existing occupied or vacant protected units that will be demolished as part of the proposed project and all protected units that were previously located on the project site and demolished on or after January 1, 2020. Any replacement protected units provided will be considered in determining whether a housing development project satisfies the requirements of Government Code Section 65915 and Section 22.18.010.

a. **Projects Involving Demolition of Occupied Protected Units.** If any existing protected units to be demolished are occupied on the date of application submittal, the project shall provide at least the same number of replacement dwelling units of equivalent size to be made available at an affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy of the protected units. If a project site containing occupied protected units to be demolished also contains vacant protected units that will be demolished as part of the project, or previously contained protected units that were demolished within the five-year period preceding the application submittal date, the project shall also provide at least the same number of replacement protected units of equivalent size as such protected units, to be made available at an affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as the last household in occupancy. If the income of the existing or last household in occupancy of any protected units is not known, it shall be rebuttably presumed that lower income renter households occupied such protected units in the same proportion of lower income renter households to all renter households within the City of Diamond Bar, as determined by the most recently available data from the

United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement protected unit calculations resulting in fractional units shall be rounded up to the next whole number.

b. Projects Only Involving Vacated or Demolished Protected Units. If all protected units on the project site are vacant or have been demolished within the five-year period preceding the application submittal date, the project shall provide at least the same number of replacement protected units of equivalent size as the number of protected units as existed at the highpoint of those units in the five-year period preceding the application submittal date, to be made available at an affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those persons and families in occupancy of the protected units at that time, if known. If the incomes of the persons and families in occupancy the protected units at the highpoint is not known, it shall be rebuttably presumed that low-income and very low income renter households occupied these protected units in the same proportion of low-income and very low income renter households to all renter households within the City of Diamond Bar, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement protected unit calculations resulting in fractional units shall be rounded up to the next whole number.

c. Replacement Protected Unit Size. A replacement protected unit must include at least the same number of bedrooms as the protected unit being replaced; provided, however, that if, and to the extent permitted pursuant to the Housing Crisis Act, a protected unit may be replaced with two or more replacement protected units of the same or a lower income category as the protected unit, provided the cumulative number of bedrooms in the replacement protected units equals or exceeds the number of bedrooms in the protected unit being replaced. .

d. Single-Family Projects Involving a Single Protected Unit. Notwithstanding any other provisions of this subsection (d)(2), if a development project consists of the development of a single residential unit on a site with a single protected unit, that protected unit may be replaced with a unit of any size at any income level.

3. Location of Replacement Protected Units. If the project is a housing development project, replacement protected units shall be constructed on the same site as the demolished protected units being replaced and integrated into the development project, if feasible. Subject to approval of the final review authority, and to the extent permitted by the Housing Crisis Act, an applicant may develop, or contract with another entity to develop, a replacement protected unit on a different parcel in the City zoned for residential use, provided that (i) an application for development of the replacement protected units on different parcels is made concurrently with an application for all other components of the proposed development project, (ii) the other parcel is zoned for residential use and all objective general plan, zoning, and other standards and requirements are met, and (iii) the applicant demonstrates that no residential tenants on the other parcel have been or will be displaced as a result of development of the replacement protected unit.

4. **Timing of Construction of Replacement Units.** All replacement units shall be constructed concurrently with or prior to other components of the proposed development project.

5. **Affordability Restrictions.** All replacement protected units that will be rented shall be subject to a recorded affordability restriction for at least 55 years. Replacement protected units that will be offered for sale shall be subject to paragraph (2) of subdivision (c) of Government Code Section 65915.

6. **Regulatory Agreement Required.** The record owner(s) of the property shall enter into a regulatory agreement with City pursuant to section 22.18.030.

(e) ***Benefits to be Provided to Occupants of Protected Units.*** The final review authority shall not approve a development project subject to the Housing Crisis Act that will require the demolition of one or more occupied protected units, unless the applicant and record owner(s) of the subject site agree to comply the requirements set forth in this subsection (e) and to provide any other benefits to existing occupants of protected units required pursuant to the Housing Crisis Act.

1. **Right to Remain in Occupancy Pending Demolition.** Any existing occupants of a protected unit to be demolished, regardless of their household income level, shall be allowed to occupy the unit until six (6) months before the start of construction activities on the site. The project proponent and/or record owner of the occupied protected unit shall provide the existing occupants with written notice of the planned demolition, the date the occupants must vacate the unit, and their rights under the Housing Crisis Act. Said notice shall be provided at least six (6) months in advance of the date that the existing occupants must vacate the unit, and a copy shall be concurrently delivered to the director.

2. **Right to Return if Demolition Does Not Proceed.** Any existing occupants of a protected unit to be demolished, regardless of their income level, that are required to leave the unit shall be allowed to return at their prior rental rate if the demolition does not proceed and the unit is returned to the rental market. This right shall be memorialized in a written agreement, covenant, or other document that is enforceable by the occupant(s) of the protected unit, the form of which shall be subject to review and approval by the director.

3. **Right of First Refusal for a Comparable Unit in New Housing Development Project.** Except as otherwise expressly provided in this subsection (e)(3), the record owner(s) of a protected unit that will be demolished shall agree to provide existing occupants of the protected unit that are lower income households with a right of first refusal to rent or purchase a comparable unit available in the new housing development project, or in any required replacement units associated with a new development that is not a housing development project, affordable to the household at an affordable rent or affordable housing cost. The right of first refusal shall be memorialized in a written agreement, covenant, or other document that is enforceable by the occupant(s) of the protected unit, the form of which shall be subject to review and approval by the director. Notwithstanding the foregoing, this subsection (g)(3) shall not apply to either (i) a development project that consists of a single residential unit located on a site where a single protected unit is being demolished; (ii) units in a housing development in which 100 percent of the units, exclusive of a manager's unit or units, are reserved for lower income households, unless the occupant of the protected unit qualifies for residence in the new development and providing a comparable unit to the occupant would not be precluded due to unit size

limitations or other requirements of one or more funding source of the housing development; or (iii) a development project that is an industrial use and to which the requirement to provide replacement units does not apply.

4. Relocation Benefits.

a. The applicant and/or the record owner(s) of a protected unit that will be demolished as part of a development project shall provide existing occupants of the protected unit to be demolished that are lower income households with relocation benefits that are equivalent to the relocation benefits required to be paid by public entities pursuant to the Relocation Assistance Law. By way of example, said relocation benefits may include, without limitation, advisory assistance in finding comparable new housing, payment of moving expenses, and rental assistance payments.

b. The applicant shall engage a qualified third-party contractor or consultant (a "relocation consultant") approved by the director to determine the eligibility of occupants for benefits, prepare a relocation plan, and oversee the provision of the required relocation benefits.

c. The applicant's relocation consultant shall prepare a written relocation plan consistent with the provisions of the Relocation Assistance Law, which plan shall be subject to review and approval by the director. The relocation plan shall include, without limitation, provisions addressing the following:

- i. determination of eligibility requirements;
- ii. identification of eligible occupants;
- iii. occupant interviews and needs assessments;
- iv. an evaluation of the availability of comparable replacement housing within the relevant geographic area;
- v. identification of specific replacement housing options;
- vi. the provision for relocation advisory services to affected occupants;
- vii. a description of the relocation benefits available to eligible occupants;
- viii. a process for the provision of benefits and the submission of benefit claims by eligible occupants;
- ix. a process for occupants to appeal benefit determinations; and
- x. procedures for providing the benefits required pursuant to this subsection (e), including copies of the required notices, agreements, and other forms needed to implement the provision of said benefits.

d. Prior to the issuance of a grading or building permit for the development project, the relocation consultant shall provide a letter to the director certifying that

the relocation process has been completed and that all required relocation benefits have been provided.

(f) *Fees.* The City may impose a fee or fees to recover the City's other reasonable costs to implement the dwelling unit protection provisions of the Housing Crisis Act and this Section. Any such fees shall be adopted by resolution of the City Council.

(g) *Reimbursement of City's Professional Fees and Costs.* To the extent not factored into the fee or fees established pursuant to subsection (f), in addition to such fees, if benefits are required to be provided to existing occupants of protected units pursuant to subsection (e), the applicant shall reimburse the City for the actual fees and costs charged for the services of attorneys and/or other professional third-party consultants engaged by the City to provide consultation, advice, analysis, and/or review or preparation of documents in connection with the review of a relocation plan, notices, or other required forms and documents and the monitoring and/or enforcement of compliance with requirements for provision of benefits. Concurrent with or prior to the applicant's submittal of any notice, agreement, plan, or other document requiring approval of the director pursuant to subsection (e), the applicant shall execute a reimbursement agreement with the City in a form approved by the City Manager and provide a deposit to the City in an amount sufficient to cover the estimated total professional fees and costs to be incurred by the City, as determined by the director in his or her reasonable discretion. The City Manager or his or her designee is authorized to execute said reimbursement agreement on behalf of the City.

Sec. 22.18.030 – Affordable housing regulatory agreements.

(a) *Purpose.* The purpose of this Section is to establish minimum requirements and procedures for the preparation, execution, and recording of regulatory agreements establishing covenants to ensure the initial and continued affordability of income-restricted residential dwelling units required to be provided in conjunction with the approval of a development project pursuant a provision of this Code or State law.

(b) *Definitions.* As used in this section, the following terms shall have the following meanings:

1. "Affordable Units" means residential dwelling units required to be made affordable to, and occupied by, households with incomes that do not exceed the limits specified in applicable law for middle income, moderate-income, lower income, very low income, or extremely low income households, as applicable, at an affordable rent or affordable housing cost, pursuant to State law or any provision of this Code.
2. "Owner" means the record owner or owners of the parcel or parcels on which affordable units will be located.
3. "Regulatory Agreement" means an agreement or agreements entered into between the City and an owner pursuant to this Section.

(c) *Requirement for Regulatory Agreement.* Whenever an applicant for a development project offers to or is required as a condition of development pursuant to State law or any provision of this Code to construct a specified number or percentage of affordable units, the owner shall enter into a regulatory agreement with the City meeting the requirements of this section in the form approved by the City Manager.

(d) *Required Provisions of Regulatory Agreements.* Unless otherwise provided by law or authorized by the City Manager, each regulatory agreement shall include provisions addressing or requiring the following:

1. **Identification of Affordable Units.** The number, affordability level, unit size and bedroom count mix, and location of the affordable units shall be set forth in the regulatory agreement. Unless otherwise mutually agreed by the applicant and City, affordable units shall be dispersed throughout the project. Projects that include mixed income multifamily structures shall comply with the requirements set forth in Health and Safety Code Section 17929.
2. **Timing of Construction.** The regulatory agreement shall require that the affordable units be constructed concurrently with or prior to other components of the development project.
3. **Affordability Period for Affordable Units.** The regulatory agreement shall require that the affordable units remain affordable to, and be occupied by, persons and families of the required income level at an affordable rent or affordable housing cost, as applicable, for the minimum period of time required by law, or a longer period of time if required by a construction or mortgage financing assistance program, mortgage insurance program, or subsidy program associated with the development project. Where a minimum affordability period is not otherwise specified by statute or ordinance, the required affordability period for affordable units that will be rented shall be a minimum of fifty-five (55) years and the required affordability for affordable units that will be offered for sale shall be a minimum of forty-five (45) years. Determinations of affordable rents, affordable housing costs, and household income levels shall be made in accordance with the regulations published from time to time by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093.
4. **Annual Tenant Income Verification, Compliance Reporting, and Certification.** For projects containing affordable units that will be rented, the regulatory agreement shall include uniform provisions requiring the owner to verify and certify, prior to the initial occupancy, and annually thereafter, that each tenant household occupying each affordable unit meets the applicable income and eligibility requirements established for the affordable unit, and to annually prepare a compliance report and certify that the affordable units are in compliance with the regulatory agreement.
5. **For-Sale Affordable Units.** For projects containing affordable units that will be offered for sale, the regulatory agreement shall include uniform provisions requiring the owner to either (i) ensure that each affordable unit is offered at an affordable housing cost and is initially sold to and occupied by a household that meets the applicable income and eligibility requirements established for the affordable unit, or (ii) sell the affordable unit(s) to a qualified nonprofit housing corporation pursuant to applicable legal requirements and terms acceptable to the City. If the affordable units are developed pursuant to section 22.18.010 or section 22.18.020, the regulatory agreement shall contain provisions satisfying the criteria set forth in paragraph (2) of subdivision (c) of Government Code Section 65915. The regulatory agreement shall also require the initial purchaser and, if applicable, each subsequent purchaser, of an affordable unit, to execute and/or record one or more agreements and/or restrictive covenants benefiting and enforceable by the

City, which address, among other things, the purchaser's obligations pertaining to certification of income, financing or refinancing of the unit, occupancy of the unit, property maintenance, insurance, periodic certification of compliance with applicable agreement terms, and re-sale of the unit. Such agreements or restrictive covenants may include, without limitation promissory notes, deeds of trust, reimbursement agreements, option agreements, equity sharing agreements, and/or other covenants and regulatory documents necessary to ensure continued compliance with pertinent provisions of applicable law, conditions of approval, and the regulatory agreement for the required affordability period.

6. Maintenance Standards. The regulatory agreement shall contain uniform provisions governing the owner's maintenance obligations and the City's rights in the event the owner fails to adhere to its maintenance obligations.

7. Annual Compliance Report. Each regulatory agreement shall contain provisions requiring the owner to submit an annual compliance report containing specified information to the City in a form reasonably satisfactory to director and to annually certify that the affordable units are in compliance with the requirements of the regulatory agreement.

8. Recordkeeping Requirements. The regulatory agreement shall contain uniform provisions requiring the owner to maintain affordable unit sales documents, tenant leases, income certifications, and other books, documents, and records related to the sale or rental of the affordable units and operation of the project for a period of not less than five (5) years after creation of each such record; to allow the City to inspect any such books, documents, or records and to conduct an independent audit or inspection of such records at a location that is reasonably acceptable to the City Manager upon prior written notice; and to permit the City and its authorized agents and representatives to access the property and examine the housing units and to interview owners, occupants, tenants and employees for the purpose of verifying compliance with the regulatory agreement.

9. Marketing and Sale of Affordable Units. For housing development projects containing affordable units that will be offered for sale, the regulatory agreement shall contain uniform provisions addressing (i) how eligible buyers of the affordable units will be solicited, identified, and selected; (ii) procedures for establishing the affordable sales prices of the affordable units; (iii) procedures for verifying the income and eligibility of prospective buyers of the affordable units; and (iv) a description of the responsibilities of an owner or buyer upon resale of an affordable unit.

10. Marketing and Management Plan for Rental Affordable Units. For multi-family housing development projects containing affordable units that will be rented, the regulatory agreement shall contain uniform provisions regarding property management and management responsibilities and shall require the owner to prepare and obtain the City's approval of a marketing and management plan for the project prior to the issuance of a certificate of occupancy for any portion of the project. The marketing and management plan shall address in detail, without limitation, the following matters: (i) how the owner plans to market the affordable units to prospective tenant households; (ii) procedures for the selection of tenants of affordable units, including a description of how the owner plans to certify the eligibility of tenant households; (iii) procedures for annually verifying income

and recertifying the eligibility of tenants of affordable units; (iv) the standard form(s) of rental agreement(s) the owner proposes to enter into with tenants of affordable units; (v) procedures for the collection of rent; (vi) procedures for eviction of tenants; (vii) procedures for ensuring that the required number and unit size mix of affordable units is maintained and that affordable units do not become congregated to a certain area of the building or project; (viii) procedures for complying with the owner's monitoring and recordkeeping obligations; (ix) the owner's property management duties; (x) the owner's plan to manage and maintain the project and the affordable units; (xi) the rules and regulations of the property and manner of enforcement; and (xii) and a program addressing security and crime prevention at the project.

11. Provisions regarding Section 8 Certificates. For projects containing affordable units that will be rented, the regulatory agreement shall include uniform provisions regarding the acceptance of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor (i.e., "Section 8 certificates"), which shall include the following requirements and limitations:

a. The owner shall accept as tenants persons who are recipients Section 8 certificates on the same basis as all other prospective tenants; provided, the owner shall not rent one of the affordable units to a tenant household holding a Section 8 certificate unless none of the housing units not restricted to occupancy by the affordability covenants are available. If the only available housing unit is an affordable unit, the owner shall no longer designate the housing unit rented to a tenant household holding a Section 8 certificate as an affordable unit, shall designate the next-available housing unit as an affordable unit, and shall make available, restrict occupancy to, and rent such newly designated affordable unit to a qualified tenant at the applicable affordable rent pursuant to the affordability covenants, such that at all times reasonably possible all of the required affordable units shall not be occupied by tenants holding Section 8 certificates.

b. Furthermore, in the event the owner rents an affordable unit to a household holding a federal certificate, the rental agreement (or lease agreement, as applicable) between the owner, as landlord, and the tenant shall expressly provide that monthly rent charged shall be the affordable rent required for the affordable unit (not fair market rent) and that the rent collected directly from such tenant holding a federal certificate shall be not more than the specified percentage of the tenant's actual gross income pursuant to the applicable federal certificate program regulations; i.e., the rent charged to such tenant under the rental agreement shall be the affordable rent chargeable under the affordability covenant and not fair market rent for the area, as would otherwise be permitted under the applicable federal certificate program.

c. The owner shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

d. If and to the extent these restrictions conflict with the provisions of Section 8 of the United States Housing Act of 1937 or any rules or regulations promulgated thereunder, the provisions of Section 8 of the United States Housing Act of 1937 and all implementing rules and regulations thereto shall control.

12. **Annual Monitoring Fee.** Each regulatory agreement shall contain a provision requiring the owner to reimburse City for the estimated reasonable costs incurred by the City in administering and monitoring the owner's compliance with the regulatory agreement, including, but not limited to, City's review of annual compliance reports and conduct of inspections and/or audits.

(e) *Recordation.* Each regulatory agreement entered into pursuant to this section shall be recorded as a covenant against the property prior to final or parcel map approval, or, where the development project does not include a subdivision map, prior to issuance of a building permit for any structure in the development project. Except as otherwise authorized by the City Manager, the regulatory agreement shall remain a senior, non-subordinate covenant and as an encumbrance running with the land for the full term thereof, and in no event shall the regulatory agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the project, or any other lien or encumbrance whatsoever for the entire term of the required covenants.

(f) *Delegation of Authority.* The City Manager is authorized to approve and execute each regulatory agreement and any amendments thereto on behalf of the City. The City shall maintain authority of each regulatory agreement and the authority to implement each regulatory agreement through the City Manager. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, make and execute further agreements and/or enter into amendments of each regulatory agreement on behalf of City.

(g) *Fees.* The City may charge a fee or fees to recover the City's reasonable costs to implement the provisions of this Section. Any such fees shall be adopted by resolution of the City Council.

(h) *Reimbursement of Professional Fees and Costs.* To the extent not factored into the fee or fees established pursuant to subsection (g), in addition to such fees, the development proponent and/or owner shall reimburse the City for the actual fees and costs charged for the services of attorneys and/or other professional third-party consultants engaged by the City to provide consultation, advice, analysis, and/or review or preparation of documents in connection with (i) preparation of the regulatory agreement and ancillary documents; (ii) establishing the affordable sales price and verifying the incomes and eligibility of prospective buyers of for-sale affordable units; (iii) review of the initial marketing and management plan and any amendments thereto; (iv) review of annual compliance reports submitted by an owner pursuant to a regulatory agreement; and (v) inspections and audits.

(i) *Preparation of Regulatory Agreement; Reimbursement Agreement.* Unless otherwise approved by the City Manager, each regulatory agreement shall be prepared by the City at the cost of the applicant and/or owner. Prior to the City commencing preparation of a regulatory agreement, the applicant and/or owner shall execute a reimbursement agreement with the City in a form approved by the City Manager and provide a deposit to the City in an amount sufficient to cover the estimated total professional fees and costs to be incurred by the City for preparation of the regulatory agreement, as determined by the director in his or her reasonable discretion. The City Manager or his or her designee is authorized to execute said reimbursement agreement on behalf of the City.

Sec. 22.18.040 Review of housing development projects.

(a) *Purpose.* The purpose of this Section is to implement specified provisions of State law pertaining to review by the City of applications for permits and/or land use entitlements for housing development projects. In the event of any conflict between the provisions of this Section and any provision of State law, the provision of State law shall govern.

(b) *Definitions.* As used in this section, the following terms shall have the following meanings:

1. “Housing Accountability Act” means and refers to the provisions of Government Code Section 65589.5.

2. “Housing development project” shall have the same meaning as defined in the Housing Accountability Act and includes (a) developments consisting of two or more residential units, (b) mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use, and (c) transitional housing or supportive housing.

3. “Housing element parcel” means and refers to any parcel of land identified in the City’s general plan housing element site inventory described in subdivision (a)(3) of Government Code Section 65583, or in a housing element program to make sites available pursuant to subdivision (c)(1) of Government Code Section 65583, for residential development to meet the City’s share of regional housing need allocated pursuant to Government Code Section 65584.

4. “Housing for very low, low, or moderate income households” shall have the same meaning as defined in the Housing Accountability Act.

5. “Specific, adverse impact” shall have the same meaning as defined in the Housing Accountability Act. Generally, a “specific adverse impact” is a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application for a housing development project is deemed complete.

(c) *Compliance with State law.*

1. Generally. Notwithstanding any provisions of this Development Code, all proposed housing development projects shall be reviewed in accordance with requirements and limitations imposed by State law, including, but not limited to, Government Code Sections 65589.5, 65915-65918, 65583, 65584, 65863, 65905.5, 65912.100-65912.105, 65852.24, 65852.28, 65913-65913.16, 65914.7, 65940-65945.3, 65650-65656, 65660-65688, 66300-66301, and 66499.41. Except to the extent otherwise provided by State law, such review shall ensure that proposed housing development projects comply with State law and all applicable, objective standards, provisions, conditions and requirements of the general plan, any applicable specific plan, this Development Code, and other applicable ordinances and policies of the City.

2. Findings required for disapproval of housing development projects. As provided in the Housing Accountability Act, when a proposed housing development project complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was

deemed complete, the final review authority shall not disapprove the project or impose a condition that the project be developed at a lower density unless the review authority makes written findings, based on a preponderance of the evidence on the record, that (a) the project would have a specific, adverse impact on public health and safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density, and (b) there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact, other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

3. Additional findings required for disapproval of housing development projects for very low, low, or moderate income households. As provided in the Housing Accountability Act, the final review authority shall not disapprove a housing development project for very low, low, or moderate income households or condition approval in a manner that renders the housing development project infeasible for development for the use of very low, low, or moderate income households, including through the use of design review standards, unless it makes written findings, based upon a preponderance of the evidence in the record, as required by subdivision (d) of the Housing Accountability Act.

(d) *Consistency review of housing development projects.* The director is authorized to review and determine whether an application for a housing development project is consistent and complies with applicable, objective general plan, zoning, and subdivision standards and criteria within the time period(s) prescribed by law, including, but not limited to, those set forth in subdivision (j) of the Housing Accountability Act.

(e) *Housing development projects subject to discretionary review.* The provisions of this subsection shall apply to the consideration of applications for development review, conditional use permits, or other quasi-judicial approvals required for the construction or operation of a housing development project that is not subject to ministerial review by the director. In the event of a conflict between the provisions of this subsection and any other provision of this Development Code, the provisions of this subsection shall apply.

1. Hearings. Government Code Section 95905.5 limits the number of hearings the City may conduct in connection with consideration of an application for a housing development project. Therefore, for so long as Government Code Section 95905.5 so provides and remains in effect, no more than five hearings or continued hearings shall be conducted in connection with consideration of an application for a housing development project, unless otherwise agreed to by the applicant or the applicant's designated representative. A meeting at which a hearing is continued to another date without public testimony or substantial discussion of the project occurring shall not count as one of the five allowed hearings. The final review authority shall consider and either approve, conditionally approve, or disapprove the application at one of the five hearings allowed pursuant to Government Code section 95905.5; provided, however, that, unless otherwise provided by law, the application shall not automatically be deemed approved if the final review authority does not act on the application at one of the five allowed hearings.

2. Required findings. Except as otherwise permitted or required by State law, the final review authority shall approve or conditionally approve an application for development review, a conditional use permit, or other quasi-judicial approval for a housing development project unless it makes written findings for disapproval in

accordance with the Housing Accountability Act. If applicable, the final review authority shall also make no net loss findings pursuant to Section 22.18.050. The findings set forth in Sections 22.48.040 and 22.58.040 are not required to be made as a prerequisite to approval or conditional approval of a site development permit or conditional use permit for a housing development project.

3. Conditions of approval. The final review authority may impose reasonable conditions of approval that are necessary to ensure that a proposed housing development project complies with all local, state and federal laws, and that impacts resulting from the development are adequately mitigated, subject to the limitations set forth in the Housing Accountability Act.

4. Environmental review. Except as otherwise provided by law, a discretionary permit or approval for a housing development project shall not be approved until all applicable provisions of the California Environmental Quality Act have been complied with.

(f) *Ministerial review.* The provisions of this subsection shall apply in the event that State law or any provision of this Code requires a housing development project to be reviewed ministerially and/or designates a housing development project a “use by right” as defined in Government Code Section 65583.2. Housing development projects subject to ministerial review include, without limitation, (a) multi-family housing development projects located on Housing Element Parcels, in which at least twenty percent (20%) of the housing units are affordable to lower-income households, and (b) housing development projects that satisfy the criteria set forth in Government Code Sections 65650 *et. seq.*, 65660 *et. seq.*, 65852.21 and/or 66411.7, 65852.28 and/or 66499.41, 65912.110 *et. seq.*, 65912.120 *et. seq.*, 65913.4, or 65913.16 or in Health and Safety Code Section 17021.8.

1. The director is authorized to ministerially review and approve or disapprove the application(s) for the proposed housing development project in accordance with applicable law. The director’s decision shall be transmitted to the applicant in writing within the time period mandated by law. Decisions of the director may be appealed to the Commission, who’s decision shall be final.

2. If the ministerial approval of a housing development project will result in fewer residential units by income category than projected for a housing element parcel in the general plan housing element, the “no net loss” provisions of Government Code Section 65863 and Section 22.18.050 apply and the director must also make the required findings.

3. Except to the extent otherwise provided by State law, the director shall not ministerially approve a proposed housing development project unless it complies with all applicable, objective standards, provisions, conditions and requirements of the general plan, this Development Code, and other applicable ordinances and policies of the City.

4. Except as otherwise provided by State law, a ministerial approval pursuant to this subsection shall remain valid for two years from the date of the final action establishing that approval and shall continue remain valid thereafter provided demolition and grading activity on the development site has begun pursuant to a permit issued by the City and is in progress.

(g) *Standard conditions.* The director is authorized to promulgate, modify, and enforce standard conditions and requirements that apply to approved housing development projects,

which implement applicable State, City, and other local agency standards, provisions, and conditions, provided such standard conditions and requirements are consistent with the provisions of the Diamond Bar City Code and State law.

Sec. 22.18.050 No Net Loss

(a) *Purpose.* The purpose of this section is to implement the No Net Loss Law and the “no net loss” provisions of the Housing Crisis Act.

(b) *Definitions.* The following definitions shall apply for purposes of this Section:

1. “Housing Crisis Act” means and refers the provisions set forth in Chapter 12 of Division 1 of Title 7 of the Government Code, commencing with Section 66300, as such provisions may be amended from time to time.
2. “Housing element parcel” means and refers to any parcel of land identified in the City’s general plan housing element site inventory described in subdivision (a)(3) of Government Code Section 65583, or in a housing element program to make sites available pursuant to subdivision (c)(1) of Government Code Section 65583, for residential development to meet the City’s share of regional housing need allocated pursuant to Government Code Section 65584.
3. “Lower residential density” has the same meaning as defined in the No Net Loss Law. Except as otherwise provided in the No Net Loss Law, lower residential density means fewer residential units in any income category than were (a) projected in the housing element site inventory to be accommodated on a housing element parcel or (b) projected in a housing element program to be developed on a housing element parcel.
4. “Not Net Loss Law” means and refers to the provisions of Government Code Section 65863, as such provisions may be amended from time to time.

(c) *No net loss provisions applicable to all parcels where housing is an allowable use.* With respect to land where housing is an allowable use, the Housing Crisis Act limits the City’s authority to change the general plan land use designation, specific plan land use designation, or zoning of a parcel or parcels of property to a less intensive use or to reduce the intensity of land use within an existing general plan land use designation, specific plan land use designation, or zoning district. Therefore, notwithstanding any other provisions of this Development Code, for so long as the Housing Crisis Act continues to so limit the City’s authority, the City shall not be obligated to accept or process an application for a general plan amendment, zoning map amendment, or zoning text amendment affecting a parcel on which housing is an allowable use if said application requests to change the general plan land use designation, specific plan land use designation, or zoning applicable to the parcel in a manner that would reduce the parcel’s residential development capacity.

(d) *No Net Loss Law provisions applicable to housing element parcels.*

1. Reductions of allowable residential density. Except as otherwise authorized pursuant to the No Net Loss Law, in addition to any other findings required pursuant to Sections 22.60, 22.70, and/or any other applicable provision of this Development Code, prior to or concurrent with approving any general plan amendment, specific plan amendment, zoning ordinance, or any other action to reduce, or require or permit the

reduction of, the allowable residential density for any housing element parcel, the City Council shall make written findings supported by substantial evidence of both of the following:

- a. The reduction of residential density is consistent with the adopted general plan, including the housing element.
 - b. The remaining sites identified in the housing element are adequate to meet the requirements of Government Code Section 65583.2 and to accommodate the City's share of the regional housing need pursuant to Government Code Section 65584. This finding shall include a quantification of the remaining unmet need for the City's share of the regional housing need at each income level and the remaining capacity of sites identified in the housing element to accommodate that need by income level.
2. Approval of development of a housing element parcel at a lower residential density.
 - a. Prior to or concurrent with approving an application allowing development of a housing element parcel at a lower residential density, the final review authority shall make a written finding supported by substantial evidence as to whether the remaining sites identified in the housing element are adequate to meet the requirements of Government Code Section 65583.2 and to accommodate the City's share of the regional housing need pursuant to Government Code Section 65584. This finding shall include a quantification of the remaining unmet need for the City's share of the regional housing need at each income level and the remaining capacity of sites identified in the housing element to accommodate that need by income level.
 - b. If the final review authority approves a development project on a housing element parcel that results in a lower residential density and does not find that the remaining sites identified in the housing element are adequate to accommodate the City's share of the regional housing need by income level, the City shall within 180 days identify and make available additional adequate sites to accommodate the City's share of the regional housing need by income level in accordance with the No Net Loss Law. This subdivision shall not be interpreted to require the City to approve an application for any permit or legislative action associated with a proposed development project. However, pursuant to the No Net Loss Law, the final review authority for a permit for a proposed housing development project may not disapprove that permit on the basis that its approval would require the City to identify and make available additional adequate sites to accommodate the City's share of the regional housing need.
3. Applicant responsibility. If an applicant for a development project or permit requests in its initial application, as submitted, a non-residential development or a mixed-use or residential development at a residential density that would result in the remaining sites in the housing element not being adequate to accommodate the City's share of the regional housing need pursuant to Government Code Section 65584, the applicant shall assist the City to comply with the No Net Loss Law as follows:

a. The applicant shall identify and include with its application a list of additional potential candidate sites to accommodate the shortfall in the City's share of the regional housing need by income level that would result from the proposed development project, along with such evidence as is reasonably requested by the director necessary to show that such candidate sites are adequate sites pursuant to Government Code Section 65583.2 and proof that the owner or owner(s) of each such candidate site consents to rezoning and/or identification of the site in the housing element. To the extent allowed by State law, sufficient additional adequate sites must be identified before the application may be deemed complete.

b. The applicant shall fund and/or provide outreach to property owners and tenants of property within the vicinity of candidate sites as required by the director, including, without limitation, the mailing of written notices and the advertisement and conduct of community meetings to provide information to interested community members about the identification and/or potential rezoning of the candidate sites.

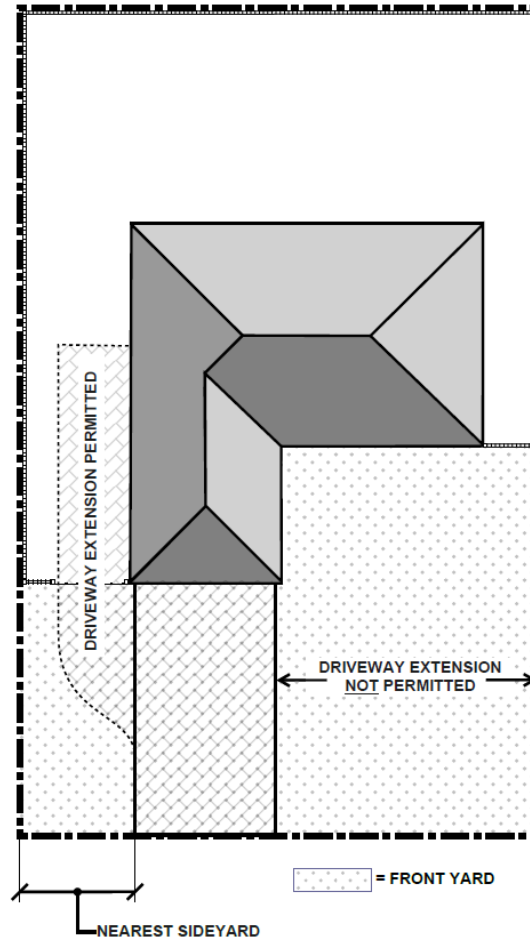
c. To the extent permitted by State law, the applicant shall reimburse the City for the actual fees and costs charged for the services of attorneys and/or other professional third-party consultants engaged by the City to provide consultation, advice, analysis, and/or review or preparation of documents in connection with the identification of candidate sites and determination of their adequacy pursuant to Government Code Section 65583.2 and/or the preparation and processing of any required general plan and/or zoning amendments. Concurrent with submittal of an application for the proposed development project, the applicant shall execute a reimbursement agreement with the City in a form approved by the City Manager and provide a deposit to the City in an amount sufficient to cover the estimated total professional fees and costs to be incurred by the City, as determined by the director in his or her reasonable discretion. The City Manager is authorized to execute said reimbursement agreement on behalf of the City.

Section 10. Paragraph 1 of Sub-subsection a. of Subsection (5) of Section 22.30.080 (Driveways and site access) of Title 22, Chapter 22.30 of the Diamond Bar City Code is hereby amended to provide additional clarification pertaining to the permitted location of a driveway extension and to replace the existing diagram with a new diagram, as follows (deletions in ~~strike through~~ text and additions shown in double underline):

(5) *Driveway width and length.*

a. *Single-family uses.*

1. Driveways are intended only to provide access to required off-street parking spaces in garages. No other paving, except walkways, shall be allowed within the front yard area. An extension of the primary driveway may be approved if the pavement width of the extension does not exceed 12 feet, is located toward the ~~nearest~~ nearest to the driveway side property line and the total hardscape area of the front yard does not exceed 50 percent of the existing front yard area. An extension of the driveway toward the side yard farthest from the driveway shall not be permitted. Front yard area shall be measured from the front property line to the front building line.

Front Yard

Section 11. Table 3-15 (Required Setbacks–Accessory Uses and Structures) of Section 22.42.110 (Residential accessory uses and structures) of Title 22, Chapter 22.42 of the Diamond Bar City Code is hereby amended to specify setback requirements for fish ponds and fountains in the front yard of single-family detached homes, as follows (deletions in ~~strickethrough~~ text and additions shown in double underline):

Single-Family Detached Homes

Accessory Structure	Type of Setback ¹	Required Setback ²
...	...	...
Swimming pool, spa, the fish pond, outdoor play equipment, fountains, decorative pools <u>fish ponds, fountains, decorative pools</u> ^{3,4}	Sides, rear Street side	5 feet As required for main structure
...	...	...

Notes:

- (1) Where a parcel is situated so that the front, side, or rear property lines are not readily determinable, required setbacks shall be established by the director.

- (2) A structure, projection or equipment shall not be placed or occur beyond the property lines of the subject parcel.
- (3) Rear yard setback for a detached accessory structure on a double-frontage parcel shall be a minimum of 20 percent of the parcel depth to a maximum of 25 feet.
- (4) Shall be in compliance with the standards set forth in the Building Code, such as maximum depth and pool barrier requirements.

Section 12. Section 22.42.120 (Accessory dwelling units and junior accessory dwelling units) of Title 22, Chapter 22.42 of the Diamond Bar City Code is hereby amended to conform with State law, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.42.120. - Accessory dwelling units and junior accessory dwelling units.

The purpose of this section is to provide for the creation of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in a manner consistent with state law, in order to provide for additional housing opportunities for development of low- and moderate-income housing for the community in keeping with the Housing Element of the Diamond Bar General Plan.

- (1) *Applicability.* Except as otherwise provided by state law, the standards and limitations set forth in this section apply to the development of new ADUs and JADUs in the City.
- (2) *Interpretation.* The provisions of this section shall be interpreted to be consistent with the provisions of Chapter 13 of Division 1 of Title 7 of the Government Code ~~sections 65852.2 and 65855.22~~ and shall be applied in a manner that is consistent with state law.
- (3) *Effect of Conforming.* Consistent with state law, an ADU that conforms to the provisions of this section (a) shall be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located; (b) shall be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot upon which it is located; and (c) shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.
- (4) *Definitions.* As used in this section, the following terms shall have the following meanings:
 - a. The terms “accessory dwelling unit”, “accessory structure”, “efficiency unit”, “living area”, “nonconforming zoning condition”, “passageway”, “proposed dwelling”, “public transit”, and “tandem parking” all have the same meaning as that stated in Government Code section ~~65852.2~~ 66313 as that section may be amended from time to time. The terms “accessory dwelling unit” and “ADU” shall have the same meaning.
 - b. The term “junior accessory dwelling unit” shall have same meaning as that stated in Government Code section ~~66313 65852.22(h)(1)~~ as that section may be amended from time to time. The terms “junior accessory dwelling unit” and

“JADU” shall have the same meaning.

- c. The term “attached ADU” means an ADU, other than a converted ADU, that is physically attached to a primary dwelling structure.
- d. The term “detached ADU” means an ADU, other than a converted ADU, that is physically separated from, but located on the same lot as, a primary dwelling structure.
- e. The term “converted ADU” means an ADU that is constructed within all or a portion of the permitted existing interior space of an accessory structure or within all or a portion of the permitted existing interior space of a dwelling structure, including bedrooms, attached garages, storage areas, or similar uses. A converted ADU also includes an ADU that is constructed in the same location and to the same dimensions as a permitted existing structure or portion of a permitted existing structure.

(5) *Areas Allowed.*

- a. ADUs. ADUs conforming to the provisions in this section may be located on any lot in the city that is zoned to allow single-family or multifamily residential uses and that includes a proposed or existing legally developed single-family dwelling, duplex, or multifamily dwelling.
- b. JADU. JADUs conforming to the provisions in this section may be located within a proposed or existing legally developed single-family dwelling on any lot in the city that is zoned to allow single-family residential uses.

(6) *Number Allowed.*

- a. *Single-Family Lots.* No more than one ADU or JADU shall be allowed on a lot developed or proposed to be developed with a single-family dwelling; provided, however, that a single-family lot may have both one JADU and either (i) one ADU located within the proposed space of a single-family dwelling or within the existing space of a single-family dwelling or accessory structure, or (ii) one detached, new construction, ADU not exceeding 800 square feet in total floor area.
- b. *Multifamily Lots.* Multifamily lots may have ~~either~~ up to two detached ADUs and ~~or~~ multiple converted ADUs as follows:
 - i. No more than a total of two (2) detached ADUs may be constructed on a lot developed or proposed to be developed with one or more multifamily dwelling structures.
 - ii. On lots with no detached ADUs, one (1) or more converted ADUs may be constructed within portions of existing multifamily dwelling structures that are not used as livable space. No converted ADUs may be constructed within the existing livable space of a multifamily structure. The number of ADUs permitted under this subsection shall not exceed twenty-five (25) percent of the existing multifamily dwelling units on the lot. For the purpose of

calculating the number of allowable accessory dwelling units: (a) previously approved ADUs shall not count towards the existing number of multifamily dwelling units; and (b) fractions shall be rounded down to the next lower number of dwelling units, except that at least one (1) converted ADU shall be allowed.

~~iii. Detached ADUs may not be combined on the same multifamily lot with converted ADUs.~~

(7) *ADU Standards and Criteria.*

- a. *Development Standards.* Except as modified by this subsection or as otherwise provided by state law, an ADU shall conform to the height, setback, landscaping, lot coverage, and other development standards applicable to the lot on which it is located, as set forth in the Development Code and/or in an applicable specific plan or planned development ordinance or resolution. Notwithstanding the foregoing, when the application of a development standard related to floor area ratio, lot coverage, open-space, front setbacks, or minimum lot size would prohibit the construction of an attached or detached ADU of at least 800 square feet, such standard shall be waived to the extent necessary to allow construction of an ADU of up to 800 square feet.
- b. *Location on Lot.* Attached and detached ADUs shall not be constructed within required setback areas. New detached ADUs shall be located in the rear half of the lot. Notwithstanding the foregoing, a portion of an ADU may be constructed within the required front setback area if, and only to the extent that, application of the requirements of this subsection (7)(b) would not permit an ADU of up to 800 square feet to be constructed on the lot in compliance with all other applicable development standards.
- c. *Access.* An attached or converted ADU shall maintain independent exterior access from the proposed or existing primary dwelling structure. Such access shall not be located on the front of the primary dwelling structure or face the street on which the primary dwelling fronts.
- d. *Passageway.* No passageway shall be required in conjunction with the construction of an ADU.
- e. *Setbacks.*
 - i. *Side and Rear Yard Setbacks.* Minimum setbacks of no less than four (4) feet from the side and rear lot lines are required for new attached and detached ADUs.
 - ii. *Converted ADUs.* No setbacks are required for converted ADUs, provided the side and rear setbacks of the existing converted structure are sufficient for fire and safety, as dictated by current applicable uniform building and fire codes.
- f. *Building Separation.*

- i. A minimum separation of six feet is required between a detached ADU and the primary dwelling unit.
 - ii. A minimum separation of six feet is required between an attached or detached ADU and all other freestanding accessory structures, including freestanding garages, on the property, provided, however, that a detached ADU may be attached to a freestanding garage in compliance with all Building Code requirements.
 - iii. Building separation requirements do not apply to converted ADUs that do not include an expansion of floor area of the existing structure.
- g. *Minimum ADU Size.* An ADU shall have a minimum floor area of at least 220 square feet.
- h. *Maximum ADU Size.*
 - i. Attached ADUs: The total floor area of an attached ADU shall not exceed the following:
 - 1. Studio or one bedroom: 850 square feet or fifty percent (50%) of the floor area of the primary dwelling unit, whichever is less; provided, however, that if the size of the primary dwelling unit is less than 1,600 square feet, an attached ADU may have a total floor area of up to 800 square feet.
 - 2. Two or more bedrooms: 1,000 square feet or fifty percent (50%) of the floor area of the primary dwelling unit, whichever is less; provided, however, that if the size of the primary dwelling unit is less than 1,600 square feet, an attached ADU may have a total floor area of up to 800 square feet.
 - ii. Detached ADUs: The total floor area of a detached ADU shall not exceed the following:
 - 1. Studio or one bedroom: 850 square feet.
 - 2. Two or more bedrooms: 1,000 square feet.
 - 3. Notwithstanding the foregoing, where a detached ADU and a JADU are combined on the same lot, the total floor area of the detached ADU shall not exceed 800 square feet.
 - iii. Converted ADUs: The maximum size limitations set forth in this subsection do not apply to converted ADUs that do not increase the existing floor area of a structure. In addition, a converted ADU created within an existing accessory structure may include an expansion of not more than 150 square feet beyond the physical dimensions as the existing accessory structure to the extent necessary to accommodate ingress and egress.

- iv. Patios and Porches. An attached or detached ADU may include an attached covered patio and/or porch, which, if provided, shall be integrated into the design of the ADU and shall not exceed 60 square feet in size. Such a patio or porch shall not be considered in calculating the floor area of the ADU for purposes of the above maximum unit size limitations.
- i. *Height.*
 - i. Detached ADUs:
 - A. Except as provided below, the height of a detached ADU on a lot with an existing or proposed single-family or multifamily dwelling unit ~~New attached and detached ADUs shall be one story, constructed at ground level, and shall not exceed sixteen (16) feet, in height as measured from the finished grade to the highest area of the roofline.~~
 - B. The height of a detached ADU located on a lot with an existing or proposed multifamily, multistory dwelling unit, shall not exceed eighteen (18) feet.
 - C. The height of a detached ADU located on a lot with an existing or proposed single-family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, shall not exceed eighteen (18) feet; provided, however, that up to an additional two (2) feet in height is allowed if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
 - ii. Attached ADUs: The height of an attached ADU shall not exceed twenty-five (25) feet or the height limitation that applies to the primary dwelling, whichever is lower. In no event shall an attached ADU exceed two (2) stories.
 - iii. Converted ADUs: Converted ADUs are not subject to a height limitation.
 - iv. Measurement: The height of an ADU shall be as measured from the finished grade to the highest area of the roofline.
- j. *Exterior Design.* Except to the extent necessary to meet current fire and building codes, A ~~an~~ ADU shall match the architectural style and design features of the primary residential structure as provided below, including, but not limited to:
 - i. Exterior finishes: Exterior finish M ~~materials shall be the same as or visually match those of the primary residential structure in terms of, colors, type, size, and placement, surface treatments and details;~~
 - ii. Roofing Pitch: Type, pitch and materials ~~Roof pitch shall be the same as the predominant roof pitch of the primary residential structure;~~
 - iii. Proportion and form ~~Trim: The trim around the doors and windows shall be the same type and finish as the primary residential structure; and~~

- iv. Windows: Type, forms, and dimensional ratios- Windows shall match those of the primary residential structure in terms of type, proportion (height and width ratio) and orientation (vertical vs. horizontal);
- v. Eaves: For an attached ADU, eaves shall project from the ADU the same distance as the eaves on the primary residential structure. For a detached ADU, eaves shall project from the ADU at least one foot on all elevations;
- vi. Fascia Boards: Fascia boards shall match the primary structure or in the event the primary structure has 2x4, shall be no wider than 2x6; and
- vii. The front elevation of an ADU that is visible from the street shall have the same architectural details as the primary residential structure.

A converted ADU that is constructed within all or a portion of the permitted existing interior space of a dwelling or accessory structure is not required to meet the foregoing exterior design standards; provided, however, that exterior alterations to the structure such as those necessary to meet building codes must meet the relevant design standards above.

- k. *Recreational Vehicles.* Neither the primary residence nor the proposed ADU shall be a recreational vehicle.
- l. *Off-Street Parking.*
 - i. One additional off-street parking space must be provided for a new attached or detached ADU. This parking space shall be accessible from the ~~existing~~ approved driveway approach, and may be provided in setback areas or as tandem parking on a driveway, unless specific findings are made by the director that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety concerns. An existing driveway may be widened to accommodate the one off-street parking space pursuant to section 22.30.080.
 - ii. Notwithstanding the foregoing, an additional off-street parking space is not required to be provided in the following instances:
 - 1. If the ADU is located within one-half mile walking distance of public transit.
 - 2. If the ADU is located within a historic district.
 - 3. If the ADU is part of the proposed or existing primary residence or an accessory structure;
 - 4. When on-street parking permits are required but not offered to the occupant of the ADU.
 - 5. When there is a car share vehicle located within one block of the ADU.

- 6. If the ADU is a detached ADU that has a total floor area of 800 square feet or less.
 - 7. If the ADU is located on a lot developed or proposed to be developed with one or more multifamily dwelling structures.
 - iii. The parking space required for a new attached or detached ADU is in addition to the parking spaces required for the primary dwelling. However, when a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
 - m. *Utility Service.* Utilities serving an ADU (e.g., electricity, gas, sewer, and water) shall be common to and dependent on the primary residence. An ADU shall not be provided with separate metered utilities, unless otherwise required by applicable building, fire or electrical code provisions. For any ADU using septic facilities allowed by the California Regional Water Quality Control Board and the city, written certification of acceptability and approval by the local health officer shall be submitted.
 - n. *Impact Fees.* Construction of an ADU is subject to applicable development impact fees adopted by the City pursuant to California Government Code, Title 7, Division 1, Chapter 5 (commencing with § 66000) and Chapter 7 (commencing with § 66012). No impact fee is required for an ADU that is less than 750 square feet in size. Any impact fee that is required for an ADU that is 750 square feet or more in size shall be charged proportionately in relation to the square footage of the primary dwelling. For purposes of this section, “impact fee” does not include any planning application fee, plan check fee, or building permit fee that is otherwise applicable.
- (8) *Standards and Criteria Applicable to JADUs.*
- a. *Footprint.* A JADU may only be constructed within the walls of a proposed or existing single-family dwelling, including an existing attached garage.
 - b. *Unit Size.* A JADU shall not exceed 500 square feet in size.
 - c. *Separate Entrance.* A JADU must include a separate entrance from the main entrance of the proposed or existing single-family residence in which it located.
 - d. *Kitchen Requirements.* A JADU must include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
 - e. *Bathroom Facilities.* A JADU may include separate sanitation facilities or may share sanitation facilities with the proposed or existing single-family dwelling in which it is located. If a JADU does not include separate sanitation facilities, the JADU must include an interior entrance to the primary dwelling’s main living area.
 - f. *Parking.* No additional off-street parking is required for a JADU beyond that

required at the time the existing primary dwelling was constructed. However, when an existing attached garage is converted to a JADU, any required off-street parking spaces for the primary dwelling that are eliminated as a result of the conversion shall be replaced. These replacement parking spaces may be located in any configuration on the same lot, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces.

- g. *Fire Protection.* For purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate or new dwelling unit.
- h. *Utility Service.* For purposes of providing service for water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit. A JADU shall be served by the same water, sewer, and other utility connections serving the primary single-family dwelling in which it is located, and no separate utility meters shall be permitted for a JADU.

(9) *Other Requirements.*

- a. *No Separate Conveyance.* Except as otherwise provided in Government Code section ~~65852.26~~66634.1 or by other applicable law, an ADU or JADU may be rented separate from the primary residence, but may not be owned, sold or otherwise conveyed separate from the primary residence, and a lot shall not be subdivided in any manner that would authorize such separate sale, conveyance, or ownership.
- b. *No Short-Term Rental Permitted.* An ADU or JADU may be rented, although rental is not required. Any rental term of an ADU or JADU that is legally created after June 1, 2017 shall be ~~longer than~~ 30 days or longer.
- c. *Owner Occupancy.*
 - i. ADUs. Owner-occupancy of a lot on which an ADU is located is not required.
 - ii. JADUs. An owner of record of the single-family lot upon which a JADU is located shall occupy either the JADU or the remaining portion of the primary single-family dwelling as his/her/their principal residence. In the event owner occupancy of the property ceases, the JADU shall automatically become uninhabitable space, shall not be used as a separate dwelling unit, and shall not be separately rented or leased for any purpose.
- D. *Recorded Covenant.* Prior to the issuance of a building permit for an ADU or a JADU, the owner(s) of record of the property shall provide to the director a copy of a covenant agreement, declaration of restrictions, or similar deed restriction recorded against the property, which is in a form prepared by and/or acceptable to the director. The deed restriction shall run with the land and shall bind all future owners, heirs, successors, or assigns; shall contain restrictions pertaining to ownership and conveyance, rental, owner occupancy, and the size and attributes of the ADU / JADU that conform to this section; and shall provide that it may not be modified or terminated without the prior written consent of the director.

(10) *Permit Application and Review Procedures.*

- a. *Building Permit Required.* A building permit is required prior to construction of an ADU or JADU. Except as otherwise provided in this section or by state law, all building, fire, and related code requirements applicable to habitable dwellings apply to ADUs and JADUs. However, fire sprinklers shall not be required if they are not required for the primary dwelling, and the construction of an ADU shall not trigger a requirement for fire sprinklers to be installed in an existing multifamily dwelling.
- b. *Application.* Prior to the issuance of a building permit for an ADU or JADU, the applicant shall submit an application on a form prepared by the City, along with all information and materials prescribed by such form. No application shall be accepted unless it is completed as prescribed and is accompanied by payment for all applicable fees.
- c. *Review.* Except as otherwise provided herein, ~~t~~The director shall consider and approve or disapprove a complete application for an ADU or JADU ministerially without discretionary review or public hearing within sixty (60) days from the date the City receives a complete application. Notwithstanding the foregoing sentence, beginning January 1, 2025, the director shall consider and approve or disapprove a complete application for a detached ADU within thirty (30) days from the date the City receives a complete application if the application utilizes either (i) an ADU plan pre-approved by the City within the current triennial California Building Standards Code rulemaking cycle or (ii) a plan that is identical to a plan used in an application for a detached ADU approved by the City within the current triennial California Building Standards Code rule-making cycle. Review is limited to whether the proposed ADU or JADU complies with the requirements of this section and/or state law, as applicable. If the director disapproves an application for an ADU or JADU, the director shall concurrently return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant. If an applicant requests a delay in processing the application, the time period for the director to review of an application shall be tolled for the period of the requested delay. If the application to create an ADU or a JADU is submitted with an application to create a new single-family or multifamily dwelling on the lot, the director may delay acting on the application for the ADU or the JADU until the City acts on the application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
- d. *Zoning Conformity.* The City shall not require the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU as a condition of approval of a permit application for the creation of an ADU or JADU.
- e. *Demolition Permits.* A demolition permit for a detached garage that is to be replaced with an ADU will be reviewed with the application for the ADU and issued at the same time. The applicant shall not be required to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with

an ADU, unless the property is located within an architecturally and historically significant historic district.

- e-f. *Conformity with State Law.* The City shall not apply any requirement or development standard provided for in this section to an ADU or a JADU to the extent prohibited by any provision of state law, including, but not limited to, subdivision ~~(a)(e)(1)~~ of Government Code section ~~66323~~65852-2.

Section 13. Title 22, Chapter 22.42 of the Diamond Bar City Code is hereby amended to add new Section 22.42.170 pertaining to transitional and supportive housing to read in its entirety as:

Sec. 22.42.170. – Transitional and supportive housing.

- (a) *Transitional Housing and Supportive Housing.* Consistent with subdivision (c)(3) of California Government Code Section 65583, transitional and supportive housing are considered residential uses of property and shall be subject only to those permit requirements, development standards, and restrictions that apply to other residential dwellings of the same type or configuration in the same zoning district, as determined by the department based on the predominant characteristics of the proposed development. The applicant for a transitional or supportive housing development shall provide all information reasonably requested by the department necessary to establish that the proposed use meets the definition of transitional housing or supportive housing pursuant to California Government Code Section 65582.
- (b) *Permanent Supportive Housing For Persons Experiencing Homelessness.* Notwithstanding any other provision of this Development Code, in accordance with California Government Code Section 65650 *et. seq.*, a supportive housing development shall be a use by right in any zoning district where multifamily and mixed uses are permitted and shall be reviewed and approved by the Director ministerially through the zoning clearance and/or plot plan procedures within the time periods set forth in California Government Code Section 65653 if it conforms to each of the following requirements:
- i. The development shall consist of 50 units or fewer.
 - ii. The development shall conform to all objective development standards and policies that apply to multifamily dwellings or multifamily residential components of mixed-use projects in the zoning district in which the development is located; provided, however, that, if the proposed development is located within one-half mile of a public transit stop, no minimum parking requirements shall apply to the units occupied by supportive housing residents.
 - iii. The development shall satisfy all requirements set forth in California Government Code Section 65651, including, without limitation, the following:
 - A. Units with the development shall be subject to a recorded affordability restriction for 55 years.
 - B. One hundred percent of the units, excluding managers' units, within the development shall be restricted to lower income households and receiving

- public funding to ensure affordability of the housing to lower income Californians.
- C. At least 25 percent of the units in the development or 12 units, whichever is greater, shall be restricted to residents who meet criteria of the target population as defined in California Health and Safety Code Section 50675.14. If the development consists of fewer than 12 units, then 100 percent of the units, excluding manager's units, in the development shall be restricted to such residents.
 - D. Nonresidential floor area shall be used for onsite supportive services in the following amounts:
 - 1. For a development with 20 or fewer total units, at least 90 square feet shall be provided for onsite supportive services.
 - 2. For a development with more than 20 units, at least three percent of the total nonresidential floor area shall be provided for onsite supportive services that are limited to tenant use, including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens.
 - E. The project shall replace any existing or previously demolished protected units on the site in the manner provided in subdivision (c)(3) of Government Code Section 65915.
 - F. Units within the development, excluding managers' units, include at least one bathroom and a kitchen or other cooking facilities, including, at a minimum, a stovetop, a sink, and a refrigerator.
- iv. The applicant shall submit for review and approval by the Director a plan for providing on-site supportive services, along with supporting documentation, in accordance with California Government Code Section 65652. Such on-site supportive services may include, but are not limited to, transportation services, counseling services, individual case management, job readiness training, assistance in applying for competitive employment, housing retention assistance services, health status improvement services, mental health services, drug rehabilitation services, parenting services, and budgeting and life skill services.
 - v. The property owner shall enter into a regulatory agreement with the City, in a form approved by the City Manager, to ensure compliance with the provisions of Government Code Section 65651 and this Section. The regulatory agreement shall be recorded as a covenant against the property prior to issuance of a building permit for any structure in the development. The regulatory agreement shall remain a senior, non-subordinate covenant and as an encumbrance running with the land for the full term thereof. In no event shall the covenant or regulatory agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the project, or any other lien or encumbrance whatsoever for the entire term of the required covenants. The

City Manager is authorized to approve and execute each regulatory agreement and any amendments thereto on behalf of the City.

- (c) *Low-Barrier Navigation Centers.* Notwithstanding any other provision of this Development Code, a low-barrier navigation center shall be permitted as a use by right in any areas zoned for mixed use and in nonresidential zoning districts permitting multifamily uses and shall be reviewed and approved by the Director ministerially through the zoning clearance and/or plot plan procedures within the time periods set forth in California Government Code Section 65664 if it satisfies the requirements set forth in California Government Code Section 65662. The applicant for low-barrier navigation center shall provide all information reasonably requested by the department necessary to establish that it meets all applicable requirements.

Section 14. Table 4-1 of Section 22.44.020 (Authority for land use and zoning decisions) of Title 22, Chapter 22.44 of the Diamond Bar City Code is hereby amended to delete the "Hearing Officer" column from the Table and to identify the Director, rather than Hearing Officer, as the review authority for administrative development reviews and minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Type of Permit or Decision	Director	Hearing Officer	Planning Commission	City Council
...	...	...	...	...
Administrative development review	<u>Final</u>	Final	Appeal	Appeal
...	...	...	...	...
Minor conditional use permits	<u>Final</u>	Final		
...	...	...	...	...

Note: The director ~~and hearing officer~~ may defer action on permit applications and refer the item(s) to the commission for the final decision.

Section 15. Subsection (a) of Section 22.44.040 (Application fees) of Title 22, Chapter 22.44 of the Diamond Bar City Code is hereby amended to make a typographical correction, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

- (a) Filing fees required. The council shall, by resolution, establish a schedule of fees for permits, entitlements, amendments, and other matters pertaining to this Development Code, hereafter referred to as the city's fee resolution. The schedule of fees may be changed or modified only by resolution of the council. The city's processing fees are cumulative. For example, if an application for a lot line adjustment also requires a minor variance, both fees will be charged. Also, specified projects may be subject to a deposit and an hourly rate,

rather ~~then~~ than a flat application fee(s), in compliance with the city's fee resolution. Processing shall not commence on an application until all required fees/deposits have been paid. Without the application fee, or a deposit if applicable, the application will not be deemed complete.

Section 16. Subsection (a) of Section 22.47.020 (Applicability) of Title 22, Chapter 22.47 of the Diamond Bar City Code is hereby amended to remove decks and tenant improvements from the list of improvements requiring a plot plan review, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

- (a) *Required.* A plot plan review shall be required prior to the issuance of a building, grading, or other construction permit, or other authorization required by the Municipal Code or this Development Code. A plot plan review shall also be required for additions of 301 square feet or larger and less than 50 percent of the existing habitable floor area of all existing structures on the site in residential zoning districts, retaining walls, ~~decks, tenant improvement,~~ and similar structures/improvements. Where no other authorization is required, a request for plot plan review shall be approved by the department before the commencement of any business or land use activity.

Section 17. Subsection (b) of Section 22.48.030 (Application, processing, and review) of Title 22, Chapter 22.48 of the Diamond Bar City Code is hereby amended to identify the Director, rather than Hearing Officer, as the review authority for administrative development reviews, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

- (b) Factors to be considered. In conducting the review for a particular project, the ~~hearing officer~~ director or commission shall consider the location, design, site plan configuration and the overall effect of the proposed project upon surrounding properties and the city in general. Review shall be conducted by comparing the proposed project to applicable general plan policies, any applicable specific plan, development standards, design guidelines, and other applicable ordinances for the city.

Section 18. Section 22.48.050 (Responsibility for development review) of Title 22, Chapter 22.48 of the Diamond Bar City Code is hereby amended to make a typographical correction and to identify the Director, rather than Hearing Officer, as the review authority for administrative development reviews, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.48.050. - Responsibility for development review.

- (a) ~~Development review commission~~ Planning Commission. The commission is authorized to impose conditions which may include the following:
- (1) Requirements for open spaces, screening and buffering of adjacent properties, fences, and walls;
 - (2) Requirements for installation and maintenance of landscaping and erosion control measures;

- (3) Requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation;
 - (4) Regulation of hours or other characteristics of operation;
 - (5) Requirements for maintenance of on-site improvements;
 - (6) Establishment of development schedules or time limits for performance or completion; and
 - (7) Other conditions necessary to ensure compatibility with surrounding uses, to preserve the public health, safety, and welfare and necessary to make the findings required by section 22.48.040 (Findings and decision) above.
- (b) *Administrative development review—~~Hearing officer~~ Director.* The ~~hearing officer~~ director is authorized to impose conditions which may include those areas listed in section 22.48.050(a), above. If, in the opinion of the ~~hearing officer~~ director, the application involves unusual site development requirements or unique operating characteristics, or raises questions of development policy pertaining to applications for administrative development review and that require commission consideration, the ~~hearing officer~~ director shall defer and refer the application to the commission for review and decision.

Section 19. Section 22.56.020 (Applicability) of Title 22, Chapter 22.56 of the Diamond Bar City Code is hereby amended to identify the Director as the review authority for minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.56.020. - Applicability.

An application for a minor conditional use permit may be filed with the department in compliance with chapter 22.44 (Applications, Processing, and Fees) for a specified land use that is allowed within a particular zoning district with the approval of a minor conditional use permit. A public hearing is required for all minor conditional use permits, which shall be considered by the ~~hearing officer~~ director.

Section 20. Subsection (c) of Section 22.56.030 (Application filing, processing, and review) of Title 22, Chapter 22.56 of the Diamond Bar City Code is hereby amended to identify the Director as the review authority for minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.56.030. - Application filing, processing, and review.

- (a) Filing. An application for a minor conditional use permit shall be completed, filed and processed in compliance with chapter 22.44 (Applications, Processing, and Fees). It is the responsibility of the applicant to establish evidence in support of the findings required by section 22.56.040 (Findings and decision), below.
- (b) Project review procedures. Each application shall be analyzed by the department to ensure that the application is consistent with the purpose and intent of this chapter.

- (c) Notice and hearings. Upon receipt of a minor conditional use permit application in proper form, the ~~hearing officer~~ director shall hold at least one public hearing, in compliance with chapter 22.72 (Public Hearings).

Section 21. Section 22.56.040 (Findings and decision) of Title 22, Chapter 22.56 of the Diamond Bar City Code is hereby amended to identify the Director as the review authority for minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.56.040. - Findings and decision.

Following a public hearing, the ~~hearing officer~~ director shall record the decision in writing with the findings on which the decision is based, or may refer the application to the commission. The minor conditional use permit application shall not be approved, with or without conditions, unless all of the following findings can be made:

Section 22. Section 22.56.050 (Conditions of approval) of Title 22, Chapter 22.56 of the Diamond Bar City Code is hereby amended to identify the Director as the review authority for minor conditional use permits, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

Sec. 22.56.050. – Conditions of approval.

In approving a minor conditional use permit, the ~~hearing officer~~ director may impose conditions deemed necessary to ensure that the approval will be in compliance with the findings required by (Findings and decision), above.

Section 23. Section 22.60.020 (Applicability) of Title 22, Chapter 22.60 of the Diamond Bar City Code is hereby amended to make a typographical correction, as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

A specific plan, which is designed to provide for flexibility and encourage ~~innovate~~ innovative use of land resources and development of a variety of housing and other development types, shall be required under the following circumstances:

- (1) *Sphere of influence.* Areas included within the city's sphere of influence require the preparation of a specific plan to protect unique biological resources, create fiscal benefits for the city, and enhance its infrastructure;
- (2) *Planning areas.* Areas designated planning areas (PA) require the preparation of a specific plan in compliance with chapter 22.12 (Special Purpose Zoning Districts);
- (3) *Specific plan zoning district.* Areas designated specific plan zoning district require the preparation of a specific plan in compliance with chapter 22.12 (Special Purpose Zoning Districts); and
- (4) *Private property owners.* A specific plan, as a tool which is available to private property owners not covered by subsections (1), (2), and (3), above, could assist in the comprehensive master planning of a specific site(s).

Section 24. Subsection (a) of Subsection (1) of Subsection (b) of Section 22.68.020 (Restrictions on nonconforming uses) of Title 22, Chapter 22.68 of the Diamond Bar City Code is hereby amended to make a typographical correction, as follows (deletions in ~~strike through~~ text and additions shown in double underline):

- (b) *Nonconforming use of a conforming structure.* The nonconforming use of a structure that otherwise conforms with applicable provisions of this Development Code may be continued, transferred, and sold, as follows, provided that no structural alterations, except those required by law, are made:
 - (1) *Expansion of use.* The nonconforming use of a portion of a conforming structure may be extended throughout other portions of the structure. However, an expansion shall not:
 - a. Be granted more ~~then~~ than one time; and
 - b. Exceed a maximum of ten percent of the total floor area of the structure before the expansion.

Section 25. Paragraph (2) of Subsection (b) of Section 22.68.030 (Restrictions on nonconforming structures) of Title 22, Chapter 22.68 of the Diamond Bar City Code is hereby amended to clarify the reference to side setbacks, as follows (deletions in ~~strike through~~ text and additions shown in double underline):

- (b) *Changes to, or expansion of, a structure.* The addition, enlargement, extension, reconstruction, relocation or structural alteration of a nonconforming structure, may be allowed with minor conditional use permit approval, in compliance with chapter 22.56, (Minor Conditional Use Permits). The hearing officer may approve a minor conditional use permit only if the following findings can be made, in addition to those contained in section 22.56.040 (Findings and decision).

In the case of residential dwelling units with nonconforming setbacks or distance separations to dwelling units on adjoining parcels, a minor conditional use permit shall not be required if the proposed change or expansion meets the following criteria:

- (1) The addition or improvement conforms to all other applicable provisions of this Development Code; and
- (2) An addition to the first floor (i.e., the floor level closest in elevation to the adjacent street grade) or lower levels may have the same side setbacks as the adjoining portion of the existing structure; however, if the existing adjoining side setback is less than five feet, the exterior limits of new construction shall maintain a minimum five-foot setback.

Section 26. Section 22.80.020 (Definitions of specialized terms and phrases) of Title 22, Chapter 22.80 of the Diamond Bar City Code is hereby amended to revise the definitions of “supportive housing” and “transitional housing” to conform to State law, replace the existing definition of “school” with new separate definitions for “private school,” “public school,” and “trade school,” replace the existing definition of “studios for art, dance, music, photography, etc.” with new separate definitions for “studio” and “specialized education and training,” revise, and add new definitions for “low-barrier navigation center”

and “public right-of-way,” as follows (deletions in ~~striketrough~~ text and additions shown in double underline):

...

(l) Definitions, “L.” The following definitions are in alphabetical order:

...

Lot width. The horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines. See Figure 6-6 (Lot Features). The director shall determine lot width for parcels of irregular shape.

Low-barrier navigation center. A Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. A low-barrier navigation center includes any facility that meets the definition and requirements set forth in Sections 65660 and 65662 of the California Government Code.

Lumber and wood product manufacturing. Manufacturing, processing, and sales uses involving the milling of forest products to produce rough and finished lumber and other wood materials for use in other manufacturing, craft, or construction processes. Includes the following processes and products:

Containers, pallets and skids

Milling operations

Trusses and structural beams

Turning and shaping of wood products

Wholesaling of basic wood products

Wood product assembly

Craft-type shops are included in "handcraft industries and small-scale manufacturing." Other wood and cabinet shops are included under "furniture and fixture manufacturing." The indoor retail sale of building materials, construction tools and equipment is included under "building material stores."

...

(p) Definitions, “P.” The following definitions are in alphabetical order:

...

Public nuisance. A public nuisance affects an entire community or neighborhood, or any considerable number of persons at the same time, although the extent of the annoyance or damage inflicted upon individuals may be unequal. Civil Code § 3480. A public nuisance is an act or omission which interferes with the interests of the community or interferes with the public health, safety, and welfare.

Public right-of-way. The area dedicated to public use for street or pedestrian purposes, including privately owned and maintained roads within the city that are generally held open to the public for purposes of vehicular and pedestrian traffic and includes alleys, driveways, highways, medians, parkways, planter strips, roads, sidewalks, and streets.

Public safety facilities. Facilities operated by public agencies including fire stations, other fire prevention and firefighting facilities, police and sheriff substations and headquarters, including interim incarceration facilities.

. . .

(s) Definitions, "S." The following definitions are in alphabetical order:

~~*School.* An institution of learning, whether public or private that offers instruction, training, testing, apprenticeship, tutoring, exam preparation, educational guidance, counseling and evaluation. Learning may occur at training facilities, educational institutions, and through correspondence, television, Internet, or other means such as:~~

~~Boarding schools~~

~~Business, secretarial, and vocational schools~~

~~Community colleges, colleges and universities~~

~~Elementary, middle, and junior high schools~~

~~Establishments providing courses by mail or Internet~~

~~High schools~~

~~Military academies~~

~~Professional schools (law, medicine, etc.)~~

~~Seminaries/religious ministry training facilities~~

~~Also includes specialized non-degree grant schools offering instructions in:~~

~~Art studio~~

~~Ballet and other dance studios~~

~~Computers and electronics~~

~~Drama studio~~

~~Drivers' education~~

~~Language~~

~~Martial arts studio~~

~~Math~~

~~Music~~

~~Science~~

~~Tutorial services~~

~~Also includes facilities, institutions and conference centers that offer specialized programs in personal growth and development, including fitness, environmental awareness, arts, communications, and management. Does not include preschools and child day care facilities (see "child day care facilities").~~

School. Private. An institution conducting regular academic instruction at kindergarten, elementary, secondary or higher levels operated by a nongovernmental organization and which is not a trade school.

School, Public. A public governmental institution conducting regular academic instruction at kindergarten, elementary, secondary, or higher levels.

School, Trade. Private schools offering preponderant instruction in the technical, commercial and/or trade skills, such as real estate schools, business colleges, electronic schools, automotive and aircraft technician schools, and similar commercial establishments.

Second hand stores. Indoor retail establishments that buy and sell used products, including books, clothing, furniture and household goods. The sale of antiques is included under "art, antique, collectible and gift sales." The sale of cars and other used vehicles is included under "auto, mobile home and vehicle sales." Does not include pawn shops.

...

Sound level meter. An instrument, including a microphone, an amplifier, an output meter and frequency weighting network, for the measurement of sound levels, that satisfies the requirements pertinent for Type S2A meters in American National Standards Institute specifications for sound level meters.

Specialized education and training. Small scale facilities, typically occupying no more than one demised instructional space. These include facilities for, but not limited to, art, ballet and other dance, drama, drivers' education, language, martial arts, math, music, science, tutorial services.

Also includes facilities, institutions and conference centers that offer specialized programs in personal growth and development, including fitness, environmental awareness, communications, and management. Does not include preschools and child day care facilities (see "child day care facilities").

Stand. A natural grouping of three or more trees.

...

~~*Studios for art, dance, music, photography, etc.* Facilities for individual and group instruction and training in the arts; production rehearsal; photography, and the processing of photographs produced only by users of the studio facilities; and martial arts training studios.~~

Studio. The workplace of one (1) or more individuals who are engaged in the production of works of art or handcrafts for a living, including, but not limited to, painting, sculpture, music, photography, ceramics and glass works.

Subdivider. A person, firm, corporation, partnership or association, a governmental agency, public entity, or public utility, or the grantor to any such agency, entity, utility, or subsidiary, who proposes to subdivide land or real property for themselves or others, except employees and consultants or other persons or entities acting in this capacity on behalf of the subdivider.

...

~~*Supportive housing.* Housing configured as rental housing developments~~ A housing development, as defined in either Section 65582 or 65650 of the California Government Code, with no limit on length of stay, that is occupied by the applicable target population ~~as defined in Section 50675.14 of the California Health and Safety Code,~~ and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and when possible, work in the community. ~~Supportive housing shall be considered a residential use subject to the same standards as other similar residential uses of the same type in the same zone, based upon the predominant operating characteristics of the use.~~ Supportive housing does not include parolee-probationer homes; nor

does this definition include commercial lodging facilities providing prenatal and/or postnatal accommodations.

...

(t) Definitions, "T." The following definitions are in alphabetical order:

...

Transitional housing. ~~Housing. A form of supportive housing consisting of buildings configured as rental housing developments, but operated under program requirements that require call for the termination of assistance and recirculating recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which that shall be no less than six months from the beginning of the assistance, pursuant to Subsection (h) of Section 50675.2 of the California Health and Safety Code. Transitional housing shall be considered a residential use subject to the same standards as other similar residential uses of the same type in the same zone, based upon the predominant operating characteristics of the use.~~ Transitional housing does not include parolee-probationer homes; nor does this definition include commercial lodging facilities providing prenatal and/or postnatal accommodations.

...

Section 27. The City Council finds that this Ordinance is not subject to, and/or is exempt from, review under the California Environmental Quality Act ("CEQA").

The amendments pertaining to transitional and supportive housing, low-barrier navigation centers, general residential care facilities, affordable housing and density bonus regulations, dwelling unit protection regulations, review by the City of applications for permits and/or land use entitlements for housing development projects, and no net loss regulations implement or repeat existing provisions of state law and are therefore ministerial actions that are not subject to CEQA.

In addition, the amendments pertaining to transitional and supportive housing, low-barrier navigation centers, general residential care facilities, density bonus regulations, and accessory dwelling units were contemplated in the Housing Element Update and are within the scope of the Final EIR No. SCH 2018051066 for the Diamond Bar 2040 General Plan certified by the City Council on December 17, 2019, as addended pursuant to the Addendum adopted by the City Council on August 11, 2022 in conjunction with adoption of the Housing Element Update, and thus no further environmental review is required as to these amendments pursuant to Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because the amendments will not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts.

To the extent they are subject to review under CEQA, the amendments to Section 22.42.120 pertaining to accessory dwelling units are also statutorily exempt from CEQA pursuant to Public Resources Code section 21080.17 and CEQA Guidelines section 15282(h).

To the extent they are subject to review under CEQA, the amendments pertaining to transitional and supportive housing and low-barrier navigation centers are categorically exempt pursuant to CEQA Guidelines sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures).

To the extent they are subject to review under CEQA, the amendments modifying the definitions and use tables pertaining to schools, studios, and facilities for education and training in the I (light industry) zoning district are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as the type of uses under these use categories are already permitted or conditionally permitted in the applicable zones or less intensive zones (i.e., studios are existing permitted uses in commercial zoning districts and are similar to other uses already permitted in the I (light industry) zoning district).

The amendments clarifying permitted locations and projections into setbacks for porches (Section 22.16.090) and specifying setback requirements for fish ponds and fountains in the front yard of single-family detached homes (Section 22.42.110) are categorically exempt pursuant to CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures).

The amendments that correct typographical errors, delete obsolete provisions, add or correct cross-references to other Development Code sections or state statutes, clarify ambiguities in existing definitions or regulations, implement or repeat existing state law requirements, or relate only to review procedures or requirements are not considered a Project under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines, as they organizational and administrative actions of government that will not result in direct or indirect physical changes in the environment.

To the extent not otherwise exempt from review for other reasons stated herein, the Ordinance is not subject to CEQA because it can be seen with certainty that the proposed Development Code Amendments will not result in a direct or reasonably foreseeable indirect physical change in the environment (Section 15060(c)(2) of the CEQA Guidelines) and this Ordinance is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment (Section 15061 (b)(3) of the CEQA Guidelines).

Section 28. Severability. If any section, clause, phrase, word or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each other section, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

Section 29. The City Clerk shall attest and certify to the passage and adoption of this Ordinance within 15 days after adoption, cause it to be published or posted in accordance with California law, and it shall be effective 30 days after adoption pursuant to Government Code Section 36937.

PASSED, APPROVED and ADOPTED this ____th day of ____, 2024.

CITY OF DIAMOND BAR

Stan Liu, Mayor

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Diamond Bar held on the 18th day of June, 2024, and was duly adopted at a regular meeting of the City Council of the City of Diamond Bar held on the ____th day of ____, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Kristina Santana, City Clerk

**PLANNING COMMISSION
RESOLUTION NO. 2024-07**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DIAMOND BAR RECOMMENDING TO THE CITY COUNCIL APPROVAL OF AMENDMENTS TO VARIOUS PROVISIONS OF TITLE 22 (DEVELOPMENT CODE) OF THE DIAMOND BAR CITY CODE TO IMPLEMENT HOUSING PROGRAMS CONTAINED IN THE CITY'S CERTIFIED 2021-2029 HOUSING ELEMENT, TO CONFORM TO CHANGES IN NEW STATE HOUSING LAWS AND CITY POLICIES, AND TO MAKE TYPOGRAPHICAL CORRECTIONS AND CLARIFICATIONS.

A. RECITALS

1. On November 3, 1998, the City of Diamond Bar adopted a Development Code (Title 22 of the Diamond Bar City Code);
2. On December 17, 2019, the City Council adopted an updated General Plan to create a vision and blueprint for development through 2040;
3. On August 11, 2022, the City Council adopted the City's 6th Cycle (2021-2029) General Plan Housing Element, which was subsequently found by the California Department of Housing and Community Development (HCD) to be in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code) on October 5, 2022;
4. The Development Code requires periodic updates to ensure consistency with City policies, new State laws, and to improve clarity to better serve the public;
5. The proposed Development Code amendments correct various typographical errors and provide clarification related to certain Code provisions, update Code provisions to conform to changes in State laws, and implement the Housing Action Plan in the City's certified 2021-2029 Housing Element, including Programs H-11, H-12 and H-13;
6. The City has determined that the proposed Development Code Amendment is not subject to, and/or is exempt from, review under the California Environmental Quality Act ("CEQA");
7. Pursuant to Government Code Sections 65090, a notice of at least 1/8 page display was published in the *San Gabriel Valley Tribune* newspaper on May 3, 2024, and a copy of the public notice was posted at the City's designated community posting sites. Due to a lack of quorum, the regular Planning Commission meeting was adjourned pursuant to Government Code Sections 54955 and 54955.1, and all business items scheduled before the Planning Commission for May 14, 2024, were continued to May 28, 2024;
8. On May 28, 2024, the Planning Commission held a duly noticed public hearing regarding the proposed Development Code Amendment reflected in the draft ordinance attached hereto as Exhibit "A" and incorporated by reference into this Resolution, and duly considered all public testimony, evidence, and staff analysis; and
9. All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

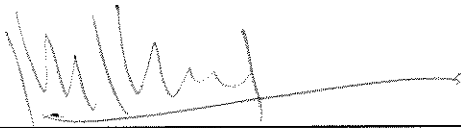
NOW, THEREFORE, it is found, determined and resolved by the Planning Commission of the City of Diamond Bar as follows:

1. This Planning Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.
2. Based on the findings and conclusions set forth above, the Planning Commission hereby recommends that the City Council approve Development Code Amendment No. PL2022-59 by adopting amendments to Title 22 of the Diamond Bar Municipal Code described in the draft ordinance attached hereto as Attachment "A" and incorporated herein by reference.

The Planning Commission Secretary shall:

- (a) Certify to the adoption of this Resolution; and
- (b) Forthwith transmit a certified copy of this Resolution to the City Council of the City of Diamond Bar.

APPROVED AND ADOPTED THIS 28TH DAY OF MAY, 2024, BY THE PLANNING COMMISSION OF THE CITY OF DIAMOND BAR.

By: 

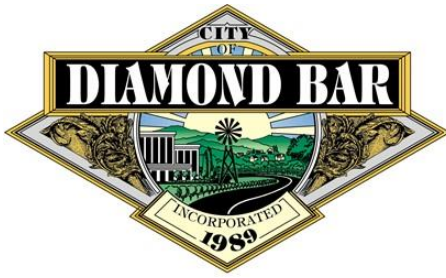
Mahendra Garg, Vice Chairperson

I, Greg Gubman, Planning Commission Secretary, do hereby certify that the foregoing Resolution was duly introduced, passed, and adopted, at a regular meeting of the Planning Commission held on the 28th day of May, 2024, by the following vote:

AYES:	Commissioners:	Barlas, Rawlings, Wolfe, V/C Garg
NOES:	Commissioners:	None
ABSENT:	Commissioners:	Chair/Torres
ABSTAIN:	Commissioners:	None

ATTEST: 

Greg Gubman, Secretary



PLANNING COMMISSION

AGENDA REPORT

CITY OF DIAMOND BAR ~ 21810 COPLEY DRIVE ~ DIAMOND BAR, CA 91765 ~ TEL. (909) 839-7030 ~ FAX (909) 861-3117

AGENDA ITEM NUMBER:	7.1
MEETING DATE:	May 28, 2024
CASE/FILE NUMBER:	Development Code Amendment No. PL2022-59
PROJECT LOCATION:	Citywide
APPLICATION REQUEST:	To amend various provisions of Title 22 (Development Code) of the Diamond Bar City Code to implement Housing Programs contained in the City's certified 2021-2029 Housing Element, to conform to changes in new State housing laws and City policies, and to make typographical corrections and clarifications.
APPLICANT:	Community Development Department
STAFF RECOMMENDATION:	Adopt the attached Resolution recommending the City Council approve Development Code Amendment No. PL2022-59.

The matter was originally scheduled to be heard on May 14, 2024. However, due to a lack of quorum, the meeting was adjourned pursuant to Government Code Sections 54955 and 54955.1, and all business and public hearing items scheduled before the Planning Commission for May 14, 2024, were continued to May 28, 2024.

SUMMARY:

The Diamond Bar Development Code (Title 22 of the Diamond Bar City Code) was first adopted in 1998. Its purpose and intent are "to implement the policies of the Diamond Bar general plan by classifying and regulating the uses of land and structures within the City of Diamond Bar."¹ Amendments to the Development Code are needed from time to time to reflect community values, to keep pace with new state and federal laws, to implement

¹ DBCC §22.01.020

local policies, and to resolve the internal inconsistencies and errors that are eventually encountered.

In the wake of the numerous housing and development laws passed by the State Legislature in recent years, together with the housing programs contained in the City's certified 2021-2029 Housing Element, staff is recommending adoption of an omnibus ordinance that would amend several sections of the Development Code to ensure continued conformance with State law. The proposed ordinance also incorporates several "cleanup" items to clarify the intent of various existing regulations.

BACKGROUND:

State Housing Laws

In addition to the routine cleanup items and the codifying of miscellaneous laws that the City is already subject to, the amendments proposed in the attached ordinance (Attachment B) are largely focused on ensuring that the City is in compliance with the onslaught of housing laws passed by the State Legislature in recent years. These laws were discussed during a joint study session of the City Council and Planning Commission on March 26, 2024, and are summarized below:

- The **Housing Accountability Act (Gov't Code §65589.5)** prevents cities from applying non-objective development standards and findings to proposed housing development projects, limits cities' authority to disapprove or impose certain conditions on proposed housing development projects, and imposes other temporal and procedural limits on cities' review of housing projects. "Objective" standards are those that involve no personal or subjective judgment and are uniformly verifiable by reference to an external benchmark or criterion. Cities or counties found to have acted in violation of the Housing Accountability Act may be subject to certain enhanced remedies, including significant fines.
- The **Housing Crisis Act of 2019 (SB 330)** established laws intended to streamline housing development approvals, requires cities to maintain their existing affordable housing stock and protect displaced tenants of affordable housing units, limits cities' authority to rezone property to a lower residential density, and restricts cities from establishing new residential design standards that are not objective.
- **State Density Bonus Law ("SDBL," Gov't Code §65915-65918)**, as amended by AB 1287, requires cities to grant increased density, incentives and concessions, and waivers of development standards to residential developers in exchange for the production of affordable housing units.
- **No Net Loss Law (Gov't Code §65863)** requires that a city make specified findings before it allows development of a parcel at a lower residential density than identified in the city's housing element for that parcel or takes any other administrative, quasi-judicial, or legislative action to reduce, require, or permit the reduction of the allowable residential density for such a parcel.

- **Housing Element Law (Gov't Code §§65580 – 65589.11)**, among other things, requires cities to identify and remove governmental constraints on the production of housing, to treat transitional and supportive housing similarly to other residential dwellings, and to provide for a variety of housing types, including single-room occupancy housing.
- **Senate Bill 35 (Gov't Code §65913.4)** requires cities to ministerially review and approve qualifying affordable housing projects in an effort to meet statewide affordable housing goals.
- **Government Code §65651, et seq. and §65660, et seq.** require cities to allow certain supportive housing projects and low-barrier navigation centers as uses to be established by right.
- **Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) Law (Article 2, commencing with § 66314, of Chapter 13 of Division 1 of Title 7 of the Government Code)** requires cities to adopt ordinances providing for streamlined ministerial review and approval of ADUs and JADUs and limiting the development standards cities can apply to ADUs and JADUs.

Diamond Bar Housing Element

The proposed amendments also implement several of the housing programs contained in the City's certified 2021-2029 Housing Element, as summarized below:

- **Program H-11. Housing for Persons with Special Needs** - *Continue to facilitate emergency shelters and transitional/supportive housing and continue participating with Los Angeles Homeless Services Authority and San Gabriel Valley Council of Governments on efforts to address homelessness throughout the planning period. Process an amendment to the Development Code to allow supportive housing, low barrier navigation centers and large residential care facilities consistent with State law.*

The proposed Code amendment would update the land use table to reflect mandatory changes in State law, including: removing the Conditional Use Permit (CUP) requirement for residential care facilities serving seven or more persons in all residential zones and reclassify them as permitted by right; permitting "transitional/supportive housing" by right in all residential zones, subject to certain requirements; and adding "supportive housing for the homeless" and "low-barrier navigation centers" as permitted uses by right in the Industrial zoning district, subject to certain requirements pursuant to Government Code Section 65653.

- **Program H-12. Affordable Housing Incentives/Density Bonus** - *Amend the Development Code in 2021 consistent with current Density Bonus Law and continue to encourage the production of affordable housing through the use of density bonus and other incentives.*

The proposed Code amendment would update the City's density bonus regulations to conform to the current provisions of the SDBL.

- **Program H-13. Efficient Project Processing** - *Continue to offer streamlined development processing, and periodically review departmental processing procedures to ensure efficient project processing.*

The proposed Code amendment would implement various provisions of State law aimed to ease local government constraints on housing development, as well as eliminate conflicting provisions found within the Development Code.

ANALYSIS:

Adoption Process

Before the City Council adopts an ordinance to amend the Development Code, the Planning Commission must first conduct a public hearing to consider the proposed amendments. The Commission then forwards its recommendations via a resolution advising the Council whether or not the proposed amendments should be adopted.

Proposed Development Code Amendments

The full text of the proposed code amendments is contained in the draft ordinance (Attachment B). The following discussion cites the applicable Development Code section or chapter being amended, and provides the basis for each proposed amendment. Each item below is numbered to correspond to the section numbering in the ordinance.

1. **22.04.020(c)(3) - Floor Area Ratio:** Typographical errors are corrected.
2. **22.08.030 Table 2-3 - Residential District Land Use Table:** Consistent with recent State law, the residential land use table is amended to remove the CUP requirement for residential care facilities serving seven or more persons in all residential zones and reclassify them as permitted by right. "Transitional/supportive housing" is added as permitted by right in all residential zones, subject to new requirements set forth under Development Code Section 22.42.170. Lastly, "Second Units" is deleted because the term has been renamed "Accessory Dwelling Units," and was already added as a permitted use in all residential zones under an earlier ordinance.
3. **22.08.040 Table 2-4 - Restrictions on nonconforming structures:** Currently, this section allows for additions to nonconforming structures without approval of a Minor Conditional Use Permit (MCUP) if the addition is limited to one-story and has the same setbacks as the adjoining portion of the existing structure. The intent of this section, when drafted, was to allow the continuation of nonconforming *side setbacks only*, and has been clarified as such (applies to Sections 3 and 25 of the ordinance).
4. **22.10.030 Table 2-5 - Office District Land Use Table:** The current definition of "school" is very broad and encompasses all types of schools, education and training

facilities, as well as studios. This creates confusion to the public and City staff when determining land use. The proposed amendment would create separate discrete definitions for each. Educational uses such as public schools are now separated from specialized education or training type uses, such as dance studios. Public schools will remain as permitted uses and the new definition of private and trade schools are subject to approval of a CUP in the office zoning districts. “Specialized education and training” will also have its own definition and subject to approval of a CUP in the office zoning districts (applies to Sections 4 and 5 of the ordinance).

“Medical services-Clinics and laboratories” is currently a conditionally permitted use in the OP zoning district, but should be a use permitted by right since the OP zoning district is intended for office-based working environments such as general, professional, administrative offices, and similar related compatible uses.

Footnote 6 (Massage) – Deletion of this footnote was inadvertently missed when the City adopted its updated massage ordinance in 2016. This footnote is no longer applicable.

5. **22.10.030 Table 2-6 - Commercial/Industrial District Land Use Table:** Consistent with recent State law, the commercial and industrial land use table is proposed to be amended to allow “low-barrier navigation centers” and “transitional/supportive housing” in the Light Industry (I) zoning districts subject to new requirements set forth in Section 22.42.170.

Massage footnote – See item 4 above.

6. **22.16.070(1) - Open space requirement:** Currently, the Code requires commercial projects to provide a minimum of 1/10th of one percent of the total land area of the center as useable open space, which is a typographical error and has been corrected to one percent.
7. **22.16.090(3)(c) - Setback regulations and exceptions:** The current language provides a loophole whereby some applicants have labeled patio covers as “back porches” on plans and permit applications in an attempt to allow them to encroach into the rear setbacks. To close this loophole, the language has been revised to limit porch encroachments into the front setbacks only.
8. **22.16.130 - View protection:** Figure 3-5 is a variation of Figure 3-4, which pertains to setbacks, not view protection, and therefore should be deleted. No replacement figure is necessary.
9. **Chapter 22.18 - Special procedures applicable to housing development projects:** Because State housing laws have been amended so extensively, Development Code Chapter 22.18 (“Affordable Housing Incentives/Density Bonus Provisions”) is proposed to be repealed in its entirety and replaced it with comprehensively rewritten standards to be fully consistent with State law. The

revised Chapter 22.18—retitled “Special Procedures Applicable to Housing Development Projects”—the myriad legislative mandates as follows:

- a. Density bonus regulations are revised to conform to the current provisions of the SDBL, which requires cities to grant increased density, incentives and concessions, and waivers of development standards to residential developers in exchange for the production of affordable housing units;
- b. Provisions of the Housing Crisis Act of 2019 are added to require development project proponents to replace demolished residential dwelling units and protected rental units, and to provide relocation assistance and other benefits to existing occupants of demolished protected rental units;
- c. Minimum requirements for affordable housing regulatory agreements are added;
- d. Provisions of State law pertaining to review by the City of applications for permits and/or land use entitlements for housing development projects are enumerated; and
- e. The “No Net Loss” provisions of the Housing Crisis Act of 2019 are enumerated.

10.22.30.080 (5)(a)(1) - Driveway extensions for single-family residential property:

Clarification was added that an extension of the driveway towards the side property line farthest from the driveway is not permitted. Additionally, the illustration has been updated to further clarify the intended requirement.

11.22.42.110 Table 3-15 - Setbacks for accessory uses and structures: A minor typographical error is corrected, and a footnote was also added to expressly state that the listed structures and water features are subject to Building Code requirements.

12.22.42.120 - Accessory dwelling units and junior accessory dwelling units: The proposed amendments would ensure compliance with the most recent ADU legislation: AB 2221 and SB 897 (2022), AB 976 and AB 1332 (2023), and SB 477 (2024). These bills made several changes to existing law that clarify certain provisions and further ease development restrictions. The most significant recent change was to height restrictions where the construction of two-story ADUs must now be permitted, subject to certain requirements.

13.22.42.170 - Transitional and supportive housing: A new section is added to address transitional and supportive housing, per State law, specifying that these facilities are permitted in residential zoning districts subject to the same approval requirements, development standards, and restrictions that apply to other residential dwellings of the same type in the same zone, which shall be determined by the City based upon the predominant characteristics of the use. This section also specifies legal requirements, review and approval procedures for "Supportive Housing For the Homeless" and "Low-Barrier Navigation Centers," pursuant to State law. These uses

are proposed to be permitted uses by right in the Industrial zoning district, subject to certain requirements pursuant to Government Code Section 65653.

14. **22.44.020 Table 4-1 - Director vs. Hearing Officer:** The proposed amendment identifies the Director—rather than the Hearing Officer—as the review authority for administrative development reviews and minor conditional use permits. References to Hearing Officer have been removed since the Director or their designee has the same authority.
15. **22.44.040(a) - Application fees:** A typographical error has been corrected from the word “then” to “than.”
16. **22.47.020(a) - Plot Plan review:** Small projects such as decks and tenant improvements should be processed administratively via the Zoning Clearance application process.
17. **22.48.030(b) - Administrative Development Review:** Language revised to replace “hearing officer” with “director” (see Item 14 above).
18. **22.48.050(a) and (b) - Responsibility for development review:** The review authority for Development Review applications should be the Planning Commission, not the “development review commission,” so this typographical error and has been corrected. Under subsection (b), “hearing officer” is replaced with “director.”
19. **22.56.020 - MCUP review authority:** “Hearing officer is replaced with “director.”
20. **22.56.030(c) - MCUP review authority:** See item 19.
21. **22.56.040 - MCUP review authority:** See item 19.
22. **22.56.050 - MCUP review authority:** See item 19.
23. **22.60.020 - Applicability of Specific Plan:** A typographical error has been corrected from the word “innovate” to “innovative.”
24. **22.68.020(b)(1)(a) - Restrictions on nonconforming uses:** A typographical error has been corrected from the word “then” to “than.”
25. **Restrictions on nonconforming structures - Section 22.68.030(b)(2):** See item 3.
26. **22.80.020 - Definitions of specialized terms and phrases:** The following definitions are to be added or amended: Low barrier navigation center, Public right-of-way, School (Private, Public and Trade), Specialized education and training, Studio, Supportive housing, and Transitional housing. The housing terms are required in conjunction with the proposed amendments per State housing law. “Public right-of-way” is added since it is not expressly defined anywhere else in the Municipal Code. As noted above, the current definition of “school” is very broad and encompasses all types of schools, education and training facilities, and studios. The proposed amendment would create separate discrete definitions for each.

Staff recommends approval of these amendments in order to eliminate conflicting provisions, provide clarification, and achieve changes in the Development Code

necessary to implement the Housing Programs in the City's certified 2021-2029 Housing Element, and compliance with State law.

ENVIRONMENTAL REVIEW:

Staff has determined that the proposed Development Code Amendment is categorically and statutorily exempt from the California Environmental Quality Act ("CEQA"). Section 27 of the Ordinance provides a detailed analysis to support this determination.

NOTICE OF PUBLIC HEARING:

Notice for this hearing was published in the *San Gabriel Valley Tribune* newspaper on May 3, 2024, in a 1/8-page display. Pursuant to Planning and Zoning Law Government Code Section 65091(a)(4), if the number of property owners to whom a public hearing notice would be mailed is greater than 1,000, a local agency may provide notice by placing a display advertisement of at least 1/8 page in one newspaper of general circulation. A copy of the public notice was also posted at the City's designated community posting sites.

PREPARED BY:

Kristina Santana

Kristina Santana, City Clerk

5/28/2024

REVIEWED BY:

Grace Lee

Grace Lee, Planning Manager

5/16/2024

Greg Gubman

Greg Gubman, Community Development Director

5/16/2024

Attachments:

- A. Draft Planning Commission Resolution No. 2024-XX (Recommending Approval of Development Code Amendment)
- B. Draft Ordinance No. XX (2024)

**MINUTES OF THE CITY OF DIAMOND BAR
REGULAR MEETING OF THE PLANNING COMMISSION
May 28, 2024**

CALL TO ORDER:

Vice Chair/Garg called the meeting to order at 6:30 p.m. in the City Hall Windmill Community Room, 21810 Copley Drive, Diamond Bar, CA 91765.

PLEDGE OF ALLEGIANCE: C/Wolfe led the Pledge of Allegiance.

1. ROLL CALL: Commissioners Barlas, Rawlings, Wolfe,
Vice Chair Garg

ABSENT: Chair Ruben Torres

STAFF PRESENT: Greg Gubman, Community Development Director; David DeBerry, City Attorney; Grace Lee, Planning Manager; May Nakajima, Senior Planner, Hal Ghafari, Public Works Manager (telephonically); Stella Marquez, Administrative Coordinator

2. APPROVAL OF AGENDA: As Submitted.

3. PUBLIC COMMENTS: None.

4. CONSENT CALENDAR:

4.1 Minutes of the March 26, 2024, Special Joint Study Session of the City Council and Planning Commission Meeting.

C/Rawlings moved, and VC/Garg seconded to approve. Motion carried 4-0 by the following Roll Call vote:

AYES:	COMMISSIONERS:	Barlas, Rawlings, VC/Garg
NOES:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	Wolfe
ABSENT:	COMMISSIONERS:	Chair Torres

4.2 Minutes of the March 26, 2024, Regular Planning Commission Meeting.

C/Rawlings moved, and C/Wolfe seconded, to approve:

AYES:	COMMISSIONERS:	Rawlings, Wolfe, VC/Garg
NOES:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	Barlas
ABSENT:	COMMISSIONERS:	Chair Torres

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5. **OLD BUSINESS:** None.

6. **NEW BUSINESS:**

6.1 Review Of Fiscal Year 2024-2025 Capital Improvement Program -
Conformity with the General Plan.

PM/Lee presented the staff report.

V/C Garg opened the matter for public comments.

There were no public comments offered.

C/Wolfe moved, and C/Barlas seconded, to adopt a Resolution finding the proposed Fiscal Year 2024-2025 Capital Improvement Program to be in conformance with the General Plan

Motion carried by the following Roll Call vote:

AYES:	COMMISSIONERS:	Barlas, Rawlings, Wolfe, VC/Garg,
NOES:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Chair Torres

7. **CONTINUED PUBLIC HEARING:**

7.1 Development Code Amendment No. PL2022-59 - The City of Diamond Bar proposes to amend various provisions of Title 22 (Development Code) of the Diamond Bar City Code to implement Housing Programs contained in the City's certified 2021-2029 Housing Element, to conform to changes in new State housing laws and City policies, and to make typographical corrections and clarifications. (Continued from May 14, 2024)

PROJECT ADDRESS: Citywide

APPLICANT: City of Diamond Bar Community Development Department.

SP/Nakajima presented the staff report.

VC/Garg opened the public hearing.

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No public comments were offered.

VC/Garg closed the public hearing.

C/Barlas moved, Wolfe seconded, to approve Development Code Amendment No. PL2022-59. Motion carried by the following Roll Call vote:

AYES:	COMMISSIONERS:	Barlas, Rawlings, Wolfe, VC/Garg,
NOES:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	Chair Torres

9. PLANNING COMMISSION COMMENTS/INFORMATION ITEMS:

The Commission commended staff for excellent presentations.

10. STAFF COMMENTS/INFORMATIONAL ITEMS:

CDD/Gubman reported that there will not be Planning Commission meetings in June. Tentatively, the next meeting would be held on July 9.

11. SCHEDULE OF FUTURE EVENTS:

As noted in the agenda.

ADJOURNMENT: With no further business before the Planning Commission, VC/Garg adjourned the Regular Planning Commission meeting at 6:54 p.m.

The foregoing minutes are hereby approved this ____ day of July, 2024.

Attest:
Respectfully Submitted,

Greg Gubman, Community Development Director

Mahendra Garg, Vice Chair