

City Council Agenda

Tuesday, June 17, 2025

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 (213) 929-4212, Access Code: 945-777-883 OR visit:
<https://attendee.gotowebinar.com/register/8652055247860792922>.

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.igq2.com/Citizens/Default.aspx>).

The public may log into the meeting through this link:

<https://attendee.gotowebinar.com/register/8652055247860792922>. 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. Please note that the meeting will proceed at the South Coast Air Quality Management District/Main Auditorium should comments by teleconferencing become infeasible due to an Internet or power outage, or due to technical problems outside the City's control. If you wish to make certain that your comments are heard, please attend the meeting in person or send an email by 4:00 p.m. on the day of the meeting/hearing. To watch a live stream of City Council meetings, visit the City's YouTube Channel at <https://www.diamondbarca.gov/youtube>.

American Disability Act Accommodations:

Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council Meeting, please contact the City Clerk's Office (909) 839-7010 within 72 hours of the meeting. City Council video recordings with transcription will be available upon request the day following the Council Meeting.

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

Agendas for regular City Council meetings are available 72 hours prior to the meeting and are posted in the City's regular posting locations, on DBTV (on Spectrum Cable Channel 3 and Frontier FiOS television Channel 47) and on the City's website at www.diamondbarca.gov/agendas. The City Council may take action on any item listed on the agenda.

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/8652055247860792922](https://attendeegotowebinar.com/register/8652055247860792922) AND ARCHIVED VIEWING ON THE CITY'S WEB SITE AT WWW.DIAMONDBARCA.GOV.

CITY OF DIAMOND BAR CITY COUNCIL AGENDA

June 17, 2025

CALL TO ORDER: 6:30 p.m.

PLEDGE OF ALLEGIANCE: Mayor

INVOCATION: Deacon Alfred Guerrero, St. Denis
Catholic Church

ROLL CALL: Chou, Liu, Low, Mayor Pro Tem Tye,
Mayor Teng

APPROVAL OF AGENDA: Mayor

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS: NONE.

2. CITY MANAGER REPORTS AND RECOMMENDATIONS:

2.1 Chamber Annual Report.

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.

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.

4. SCHEDULE OF FUTURE EVENTS:

- 4.1 Concerts in the Park/Movies under the Stars – June 18, 2025, 6:30 – 9:30 p.m., Summitridge Park, 1425 Summitridge Dr.
- 4.2 Coffee with a Cop – June 21, 2025, 8:00 – 10:00 a.m., The Mugs, 20657 Golden Springs Dr. Ste 101.
- 4.3 Planning Commission Meeting – June 24, 2025 – cancelled.
- 4.4 Concerts in the Park/Movies under the Stars – June 25, 2025, 6:30 – 9:30 p.m., Summitridge Park, 1425 Summitridge Dr.
- 4.5 Free Catalytic Converter Etching – June 25, 2025, 9:00 -11:00 a.m., Calvary Chapel Golden Springs, 22324 Golden Springs Dr.
- 4.6 City Council Meeting – July 1, 2025, 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 3, 2025 REGULAR MEETING.**5.1.a June 3, 2025 City Council Regular Meeting Minutes**

Recommended Action:

Approve the June 3, 2025 Regular City Council meeting minutes.

Requested by: City Clerk

5.2 RATIFICATION OF CHECK REGISTER DATED MAY 28, 2025 THROUGH JUNE 10, 2025 TOTALING \$1,665,829.71.

Recommended Action:

Ratify the Check Register.

Requested by: Finance Department

5.3 TREASURER'S STATEMENT

Recommended Action:

Approve the April 2025 Treasurer's Statement.

Requested by: Finance Department

5.4 FIRST AMENDMENT WITH DISCOVERY CUBE ORANGE COUNTY FOR ENVIRONMENTAL EDUCATION SERVICES.

Recommended Action:

Approve, and authorize the City Manager to sign, the first amendment with Discovery Cube Orange County for environmental education services, in an amount not-to-exceed \$39,650 per fiscal year.

Requested by: City Manager

5.5 AGREEMENT WITH CITYGREEN CONSULTING FOR SOLID WASTE CONSULTING SERVICES THROUGH JUNE 30, 2027.

Recommended Action:

Approve, and authorize the City Manager to sign, a contract with CityGreen Consulting for solid waste consulting services through June 30, 2027.

Requested by: City Manager

5.6 CONSULTANT SERVICES AGREEMENT WITH ARCHITERRA DESIGN GROUP TO PROVIDE LANDSCAPE PLAN CHECKING AND INSPECTION SERVICES THROUGH JUNE 30, 2028.

Recommended Action:

Approve, and authorize the City Manager to sign, the Consulting Services Agreement with Architerra Design Group, to provide Landscape Plan Check and Inspection Services through June 30, 2028.

Requested by: Community Development Department

5.7 MAINTENANCE SERVICES AGREEMENT WITH WOODS MAINTENANCE SERVICES, INC. (DBA GRAFFITI CONTROL SYSTEMS) TO PROVIDE GRAFFITI ABATEMENT SERVICES THROUGH JUNE 30, 2028.

Recommended Action:

Approve, and authorize the City Manager to sign, the Maintenance Services Agreement with Woods Maintenance Services, Inc. to provide graffiti abatement services through June 30, 2028.

Requested by: Community Development Department

- 5.8 SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH WILLDAN ENGINEERING TO PROVIDE TEMPORARY PERMIT TECHNICIAN STAFFING FOR THE BUILDING AND SAFETY DIVISION.

Recommended Action:

Approve, and authorize the City Manager to sign, the Second Amendment to the Consultant Services Agreement with Willdan Engineering to provide continued temporary Permit Technician staffing through December 31, 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 \$84,452.50 for Fiscal Year 25/26.

Requested by: City Manager

- 5.10 FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH SIMPSON ADVERTISING FOR GRAPHIC DESIGN SERVICES THROUGH JUNE 30, 2027.

Recommended Action:

Approve and authorize the City Manager to sign the First Amendment to the Consultant Services Agreement with Simpson Advertising extending the terms of service for two years through June 30, 2027.

Requested by: City Manager

- 5.11 CONSULTANT SERVICES AGREEMENT WITH BCT ENTERTAINMENT, INC. FOR THE PURCHASE OF A NEW AUDIO-VISUAL SYSTEM IN THE DIAMOND BAR CENTER BALLROOM WITH CONFIGURATION AND INSTALLATION SERVICES.

Recommended Action:

Approve, and authorize the City Manager to sign, a Consultant Services Agreement with BCT Entertainment, Inc. for the purchase of a new Audio-Visual System in the Diamond Bar Center Ballroom with configuration and installation services in the not-to-exceed amount of \$162,007.07, plus a contingency amount of \$32,392.93 for Contract Change Orders for a total authorization amount of \$194,400.00.

Requested by: Information Systems

- 5.12 FIRST AMENDMENT TO CROSSING GUARD SERVICES CONTRACT WITH ALL CITY MANAGEMENT SERVICES, INC. THROUGH JUNE 30, 2027.

Recommended Action:

Approve, and authorize the City Manager to sign, a Crossing Guard Services Agreement with All City Management Services, Inc. for an annual contract amount of \$276,960.60 for Fiscal Years 25/26 and 26/27.

Requested by: Public Works Department

- 5.13 CONSULTING SERVICES AGREEMENT WITH GLUMAC FOR THE PREPARATION OF THE DIAMOND BAR CIVIC CENTER ENERGY SUSTAINABILITY STUDY AND PREPARATION OF PLANS AND SPECIFICATIONS FOR RELATED ENERGY INFRASTRUCTURE IMPROVEMENTS.

Recommended Action:

Approve, and authorize the City Manager to sign, the Consulting Service Agreement with Glumac, in a not-to-exceed amount of \$109,270, plus a contingency amount of \$10,730, for a total authorization amount of \$120,000.

Requested by: Public Works Department

- 5.14 DESIGN SERVICES AGREEMENT WITH IDS GROUP, INC. FOR PREPARATION OF ENGINEERED PLANS AND SPECIFICATIONS FOR THE DIAMOND BAR BOULEVARD ROADWAY STABILIZATION PROJECT.

Recommended Action:

Approve, and authorize the City Manager to sign, the Consulting Service Agreement with IDS Group, Inc., in a not-to-exceed amount of \$122,568, plus a contingency amount of \$12,432, for a total authorization amount of \$135,000.

Requested by: Public Works Department

- 5.15 CONSULTANT SERVICES AGREEMENT WITH PRINCE GLOBAL SOLUTIONS, LLC. THROUGH JUNE 30, 2026.

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, 2026.

Requested by: Public Works Department

- 5.16 LIST OF ROAD PROJECTS TO BE FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FOR FY 2025/26.

Recommended Action:

Adopt Resolution No. 2025-21 authorizing the submission of FY 2025/26 List of Road Projects funded by SB-1: The Road Repair and Accountability Act of 2017.

Requested by: Public Works Department

- 5.17 AMENDMENT NO. 3 TO TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH YUNEX TRAFFIC, LLC. THROUGH JUNE 30, 2027.

Recommended Action:

Approve, and authorize the City Manager to sign, Amendment No. 3 to the Traffic Signal Maintenance Services Agreement with Yunex Traffic, LLC (Yunex), extending the agreement for an additional two years through June 30, 2027.

Requested by: Public Works Department

- 5.18 DECLARATION TO LEVY ASSESSMENTS FOR LANDSCAPE ASSESSMENT DISTRICT NOS. 38, 39-2022 AND 41-2021 FOR FISCAL YEAR 2025/26.

Recommended Action:

A. Adopt Resolution No. 2025-22 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 15, 2025 regular meeting;

B. Adopt Resolution No. 2025-23 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 15, 2025 regular meeting; and

C. Adopt Resolution No. 2025-24 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 15, 2025 regular meeting.

Requested by: Public Works Department

- 5.19 NOTICE OF COMPLETION FOR THE CITY HALL CABLE CHANNEL BROADCAST & AV EQUIPMENT UPGRADE, PROJECT #FP23504.

Recommended Action:

Approve, and authorize the Director of Public Works/City Engineer, to file the Notice of Completion.

Requested by: Public Works Department

- 5.20 THIRD AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH MCE CORPORATION FOR LANDSCAPE SERVICES IN LLADS 38, 39-2022 AND 41-2021.

Recommended Action:

Approve, and authorize the City Manager, to sign Third Amendment to Maintenance Services Agreement with MCE Corporation through June 30, 2026.

Requested by: Public Works Department

- 5.21 THIRD AMENDMENT TO ROAD MAINTENANCE SERVICES AGREEMENT WITH CT&T CONCRETE PAVING, INC.

Recommended Action:

Approve, and authorize the City Manager to sign, the Third Amendment to the Road Maintenance Services Agreement with CT&T Concrete Paving, Inc. through June 30, 2026.

Requested by: Public Works Department

- 5.22 EIGHTH AMENDMENT TO MAINTENANCE SERVICES AGREEMENT WITH EXTERIOR PRODUCTS CORPORATION FOR EXTERIOR DECOR & LIGHTING MAINTENANCE.

Recommended Action:

Approve, and authorize the City Manager to sign, the Eighth Amendment to the Maintenance Services Agreement with Exterior Products Corporation through June 30, 2026.

Requested by: Public Works Department

- 5.23 FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT WITH ECOFERT, INC. FOR LANDSCAPE FERTILIZER SERVICES.

Recommended Action:

Approve, and authorize the City Manager to sign, the First Amendment to the Maintenance Services Agreement with EcoFert, Inc. through June 30, 2026.

Requested by: Public Works Department

- 5.24 SECOND AMENDMENT TO STREET SWEEPING SERVICES AGREEMENT WITH VALLEY VISTA SERVICES, INC.

Recommended Action:

Approve, and authorize the City Manager to sign, the Second Amendment to the Maintenance Services Agreement with Valley Vista Services, Inc. through June 30, 2027.

Requested by: Public Works Department

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

Agenda #: 5.1
Meeting Date: June 17, 2025



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 3, 2025 REGULAR MEETING.**
STRATEGIC
GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve the June 3, 2025 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

6/17/2025

REVIEWED BY:



Ryan McLean, Assistant City Manager

6/9/2025

Attachments:

1. 5.1.a June 3, 2025 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 3, 2025**

CALL TO ORDER: Mayor Teng called the Regular City Council meeting to order at 6:30 p.m. in the South Coast Air Quality Management District Main Auditorium, 21865 Copley Drive, Diamond Bar, CA 91765.

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

INVOCATION: Cantor Paul A. Buch, Temple Beth Israel

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

Absent: Council Member Stan Liu.

Staff present in person: Dan Fox, City Manager; Ryan McLean, Assistant City Manager; Omar Sandoval, City Attorney; Amy Haug, Human Resources and Risk Manager; Dannette Mansfield, Principal Management Analyst; Jason Jacobsen, Finance Director; Greg Gubman, Community Development Director; Ken Desforges, Information Systems Director; Christy Murphey, Recreation Superintendent; David Liu, Public Works Director; Cecilia Arellano, Community Relations Manager; Joan Cruz, Administrative Coordinator; Kristina Santana, City Clerk.

Staff present telephonically: Hal Ghafari, Public Works Manager/Assistant City Engineer; Ryan Wright, Parks and Recreation Director.

Others present: Nancy Farias, Deputy, Diamond Bar/Walnut Sheriff's Station; Stephen Tousey, Captain, Diamond Bar/Walnut Sheriff's Station; Leticia Pacillas, Los Angeles County Fire Department Community Services Liaison; William Gamble, Los Angeles County Fire Department Assistant Fire Chief.

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

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS: None.

2. CITY MANAGER REPORTS AND RECOMMENDATIONS:

Los Angeles County Fire Department Assistant Fire Chief Gamble gave an update on the upcoming prescribed burn in Tonner Canyon.

3. PUBLIC COMMENTS:

The following provided public comments:

Avelyn Busch, Buddha's Light International Association
Sonja Reed and Theresa Lee, Making Spirits Bright

June 3, 2025

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John Martin, resident
 C. Robin Smith, resident
 Captain Tousey and Deputy Ramos, Diamond Bar/Walnut Sheriff's Station

CC/Santana reported that no emails were submitted for public comment, and no guests on the teleconference line 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. Motion carried 4-0 by the following Roll Call vote:

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

5.1 APPROVED CITY COUNCIL MINUTES:

5.1.a MAY 20, 2025 CITY COUNCIL REGULAR MEETING

5.1.b MAY 20, 2025 STUDY SESSION MINUTES

- 5.2 RATIFIED CHECK REGISTER DATED MAY 14, 2025 THROUGH MAY 27, 2025 TOTALING \$517,755.85.

- 5.3 ADOPTED RESOLUTION NO. 2025-15 APPROVING THE CONTINUED PARTICIPATION IN THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE TO PURCHASE JANITORIAL SUPPLIES FOR CITY FACILITIES.

6. **PUBLIC HEARINGS:** None.

7. **COUNCIL CONSIDERATION:**

- 7.1 ADOPTION OF THE FISCAL YEAR 2025/26 CITY OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM, INCLUDING ESTABLISHMENT OF THE APPROPRIATIONS LIMIT, EMPLOYEE COMPENSATION PLAN, FUND BALANCE AND RESERVE POLICY, AND INVESTMENT POLICY.

FD/Jacobsen gave the staff presentation.

There were no public comments offered.

After Council discussion, C/Chou moved, C/Low seconded, to:

- A. Adopt Resolution No. 2025-16 approving the FY 2025/26 City Operating

June 3, 2025

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CITY COUNCIL

Budget and Capital Improvement Program;

- B. Adopt Resolution No. 2025-17 establishing the appropriations limit for FY 2025/26 in the amount of \$65,424,852;
- C. Adopt Resolution No. 2025-18 establishing the compensation plan, salary ranges and fringe benefits for all employee classifications;
- D. Adopt Resolution No. 2025-19 amending the Fund Balance and Reserve Policy and rescinding Resolutions 89-53 and 2019-36 in their entirety; and
- E. Adopt Resolution No. 2025-20 approving the FY 2025/26 Investment Policy.

Motion carried 4-0 by the following Roll Call vote:

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

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

The following Council Members provided a report on meetings attended at the expense of the local agency per Government Code 53232.3(d).

Council Member Chou reported attending the San Gabriel Valley Council of Governments Regional Housing Trust Advocacy Day in Sacramento.

9. ADJOURNMENT: With no further business to conduct, M/Teng adjourned the Regular City Council Meeting at 8:00 p.m.

Respectfully Submitted,

Kristina Santana, City Clerk

The foregoing minutes are hereby approved this 17th day of June, 2025.

Chia Yu Teng, Mayor

Agenda #: 5.2
Meeting Date: June 17, 2025



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 28, 2025
THROUGH JUNE 10, 2025 TOTALING \$1,665,829.71.**
STRATEGIC
GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Ratify the Check Register.

FINANCIAL IMPACT:

Expenditure of \$1,665,829.71.

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 28, 2025 through June 10, 2025 totaling \$1,665,829.71 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

6/17/2025

REVIEWED BY:*Jason Jacobsen*

Jason Jacobsen, Finance Director

6/11/2025

Jason Jacobsen

Jason Jacobsen, Finance Director

6/11/2025

Attachments:

1. 5.2.a Check Register Affidavit 6-17-2025
2. 5.2.b Check Register 6-17-2025



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 28, 2025 through June 10, 2025 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

Description	Amount
General Fund	\$1,305,635.78
Measure W Local Return Fund	\$31,010.42
Measure M Local Return Fund	\$486.94
Measure R Local Return Fund	\$365.20
Prop A Transit Tax Fund	\$42,892.77
Prop C Transit Tax Fund	\$19,144.98
LLAD 38 Fund	\$17,665.74
LLAD 39 Fund	\$14,506.69
LLAD 41 Fund	\$6,414.46
Integrated Waste Mgmt Fund - AB939	\$20,169.19
Capital Imprv Project Fund	\$90,693.87
Vehicle Maintenance & Equip Fund	\$4,519.00
Eq Maint & Replacement Fund	\$30,635.00
Community Dev Block Grant Fund	\$45,764.75
Used Motor Oil Block Grant Fund	\$643.71
PEG Fees Fund	\$1,125.00
Beverage Cntr Recycling Grant Fund	\$900.00
TDA Article 3 Fund	\$31,518.21
OPEB Reserve Fund	\$1,738.00
	\$1,665,829.71

Signed:

Jason M Jacobsen

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
15602	5/28/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 809 S DBB - TC-1	100655	52210	\$108.06
CHECK TOTAL							\$108.06
15603	5/29/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 553 N DBB/VARIOUS - TC-1	100655	52210	\$1,176.53
CHECK TOTAL							\$1,176.53
15604	6/3/2025	BUCKNAM INFRASTRUCTURE GROUP INC		PAVEMENT MGMT PROJECT 2025	207615	54400	\$3,160.00
	6/3/2025	BUCKNAM INFRASTRUCTURE GROUP INC		PAVEMENT MGMT PROJECT - 2025	207615	54400	\$6,747.50
CHECK TOTAL							\$9,907.50
15605	6/3/2025	CAL POLY POMONA FOUNDATION INC		CALIFORNIA REDEMPTION VALUE ADVERTISEMENT	254180	52160	\$900.00
CHECK TOTAL							\$900.00
15606	6/3/2025	CANNON CORPORATION		PLAN CHECK - 626 JUNEWOOD - THRU 4/30/25	100	22109	\$50.00
	6/3/2025	CANNON CORPORATION		PLAN CHECK - 3255 S DBB - THRU 4/30/25	100	22109	\$1,532.75
CHECK TOTAL							\$1,582.75
15607	6/3/2025	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECKING SERVICES	100	22107	\$393.60
	6/3/2025	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECKING SERVICES	100	22107	\$1,741.80
CHECK TOTAL							\$2,135.40
15608	6/3/2025	GEO PLASTICS		USED OIL FUNNELS	253180	51200	\$643.71
CHECK TOTAL							\$643.71
15609	6/3/2025	HANSON BRIDGETT LLP		LEGAL SERVICES - SEWER DISTRICT	100120	54022	\$40,094.70
CHECK TOTAL							\$40,094.70
15610	6/3/2025	INLAND SOCAL MEDIA GROUP LLC		DBC ADVERTISEMENT FOR JUNE 2025	100510	52110	\$750.00
CHECK TOTAL							\$750.00
15611	6/3/2025	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2024-25 LA COUNTY SHERIFF GEN LAW MAR 2025	100310	55400	\$652,464.33
	6/3/2025	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2024-25 LA COUNTY SHERIFF CAV CHAPEL MAR 2025	100310	55402	\$13,558.22

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$666,022.55
15612	6/3/2025	MOBILE RELAY ASSOCIATES INC		RECURRING SERVICES FOR EMERGENCY PREPARDNESS	100350	52300	\$78.75
						CHECK TOTAL	\$78.75
15613	6/3/2025	OPCO TRANSIT INC		FY 2024-25 DIAMOND RIDE SR TRANS SVCS- APR BILLING	206650	55560	\$28,939.92
						CHECK TOTAL	\$28,939.92
15614	6/3/2025	PACIFIC OFFICE AUTOMATION INC		TONER FOR PRINTERS/COPIERS	100230	52314	\$1,080.82
						CHECK TOTAL	\$1,080.82
15615	6/3/2025	SCHAFER CONSULTING		CONSULTING SERVICES/ERP PROJECT - 2/4/25	503230	56135	\$165.00
						CHECK TOTAL	\$165.00
15616	6/3/2025	SWRCB ACCOUNTING OFFICE		FY2024/25 MS4 PERMIT FEES	201610	54200	\$27,293.00
						CHECK TOTAL	\$27,293.00
15617	6/3/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 5/13/25- 5/15/25	503230	56135	\$4,800.00
						CHECK TOTAL	\$4,800.00
15618	6/3/2025	US BANK		PCARD STATEMENT - MAY 2025	999	28100	\$25,193.55
						CHECK TOTAL	\$25,193.55
15619	6/3/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2025	100120	54020	\$931.60
	6/3/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2025	100120	54020	\$520.60
	6/3/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2025	100120	54020	\$822.00
	6/3/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2025	100120	54020	\$657.60
	6/3/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2025	100120	54020	\$1,644.00
	6/3/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2025	100120	54020	\$3,699.00
						CHECK TOTAL	\$8,274.80
15620	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1798 DBB/22566 GLDN SPRGS - LS-2	100655	52210	\$198.49

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$198.49
15621	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 24230 GOLDEN SPRINGS DR - LS-2	100655	52210	\$83.98
						CHECK TOTAL	\$83.98
15622	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21010 WASHINGTON AVE - LS-2	100655	52210	\$105.51
						CHECK TOTAL	\$105.51
15623	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3201 S DBB - LS-2	100655	52210	\$132.74
						CHECK TOTAL	\$132.74
15624	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - BREA CYN/FALLOWFIELD - LS-2	100655	52210	\$87.89
						CHECK TOTAL	\$87.89
15625	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - BREA CYN/OAKCREST - LS-2	100655	52210	\$66.94
						CHECK TOTAL	\$66.94
15626	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1003 GOLDEN SPRINGS DR - LS-2	100655	52210	\$116.48
						CHECK TOTAL	\$116.48
15627	6/3/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$109.90
						CHECK TOTAL	\$109.90
15628	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2201 DBB - LS-2	100655	52210	\$88.48
						CHECK TOTAL	\$88.48
15629	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - VARIOUS LS-1	100655	52210	\$652.78
						CHECK TOTAL	\$652.78
15630	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 22805 GOLDEN SPRINGS DR - LS-2	100655	52210	\$110.60
						CHECK TOTAL	\$110.60
15631	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1025 BREA CYN RD - LS-2	100655	52210	\$140.74
						CHECK TOTAL	\$140.74
15632	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21325 PATHFINDER RD - LS-2	100655	52210	\$242.35
						CHECK TOTAL	\$242.35

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15633	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21250 GOLDEN SPRINGS DR. - LS-2	100655	52210	\$88.48
CHECK TOTAL							\$88.48
15634	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3798 S BREA CYN RD - LS-2	100655	52210	\$66.36
CHECK TOTAL							\$66.36
15635	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21615 GATEWAY CTR DR - LS-2	100655	52210	\$88.48
CHECK TOTAL							\$88.48
15636	6/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1DBB/TEMPLE - LS-2	100655	52210	\$126.25
CHECK TOTAL							\$126.25
15640	6/3/2025	SOUTHERN CALIFORNIA EDISON		PARKS (042825-052725)	100630	52210	\$3,992.74
CHECK TOTAL							\$3,992.74
15641	6/3/2025	SOUTHERN CALIFORNIA EDISON		3334 1/2 BREA CYN (042325-052125)	100630	52210	\$91.70
CHECK TOTAL							\$91.70
15642	6/6/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM JUNE 2025	204	21106	\$138.92
	6/6/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM JUNE 2025	203	21106	\$185.23
	6/6/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM JUNE 2025	100220	50062	\$195.68
	6/6/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM JUNE 2025	239	21106	\$295.53
	6/6/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM JUNE 2025	241	21106	\$295.53
	6/6/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM JUNE 2025	238	21106	\$493.56
	6/6/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM JUNE 2025	201	21106	\$1,058.94
	6/6/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM JUNE 2025	105220	50048	\$1,738.00
	6/6/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM JUNE 2025	250	21106	\$2,745.54
	6/6/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM JUNE 2025	206	21106	\$2,778.57

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15643	6/6/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM JUNE 2025	207	21106	\$2,862.57
	6/6/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM JUNE 2025	100	21106	\$64,721.56
						CHECK TOTAL	\$77,509.63
	6/6/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/06/2025	201	21118	\$2.31
	6/6/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/06/2025	238	21118	\$10.15
	6/6/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/06/2025	239	21118	\$10.15
	6/6/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/06/2025	241	21118	\$10.15
	6/6/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/06/2025	207	21118	\$15.89
	6/6/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/06/2025	250	21118	\$19.50
	6/6/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/06/2025	206	21118	\$110.41
15644	6/6/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 06/06/2025	100	21118	\$2,050.20
						CHECK TOTAL	\$2,228.76
	6/6/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/06/2025	204	21109	\$114.15
	6/6/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/06/2025	203	21109	\$152.20
	6/6/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/06/2025	239	21109	\$242.75
	6/6/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/06/2025	241	21109	\$242.75
	6/6/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/06/2025	238	21109	\$347.70
	6/6/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/06/2025	201	21109	\$623.40

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/6/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/06/2025	207	21109	\$717.82
	6/6/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/06/2025	206	21109	\$2,279.52
	6/6/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/06/2025	250	21109	\$3,851.96
	6/6/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 06/06/2025	100	21109	\$62,574.63
						CHECK TOTAL	\$71,146.88
15645	6/6/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 05/17/25-05/30/25	204	21110	\$85.46
	6/6/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 05/17/25-05/30/25	203	21110	\$113.95
	6/6/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 05/17/25-05/30/25	239	21110	\$195.94
	6/6/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 05/17/25-05/30/25	241	21110	\$195.94
	6/6/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 05/17/25-05/30/25	238	21110	\$282.44
	6/6/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 05/17/25-05/30/25	201	21110	\$615.88
	6/6/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 05/17/25-05/30/25	207	21110	\$1,291.40
	6/6/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 05/17/25-05/30/25	206	21110	\$1,613.54
	6/6/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 05/17/25-05/30/25	250	21110	\$2,179.17
	6/6/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 05/17/25-05/30/25	100	21110	\$43,654.25
						CHECK TOTAL	\$50,227.97
15646	6/10/2025	ABOUND FOOD CARE		FOOD RECOVERY SERVICES- MAY 2025	250170	54900	\$1,632.25
						CHECK TOTAL	\$1,632.25
15647	6/10/2025	AFLAC		SUPP INSURANCE PREMIUM MAY 2025	239	21117	\$1.13
	6/10/2025	AFLAC		SUPP INSURANCE PREMIUM MAY 2025	241	21117	\$1.13

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/10/2025	AFLAC		SUPP INSURANCE PREMIUM MAY 2025	204	21117	\$9.02
	6/10/2025	AFLAC		SUPP INSURANCE PREMIUM MAY 2025	201	21117	\$10.16
	6/10/2025	AFLAC		SUPP INSURANCE PREMIUM MAY 2025	203	21117	\$12.03
	6/10/2025	AFLAC		SUPP INSURANCE PREMIUM MAY 2025	207	21117	\$32.09
	6/10/2025	AFLAC		SUPP INSURANCE PREMIUM MAY 2025	250	21117	\$62.70
	6/10/2025	AFLAC		SUPP INSURANCE PREMIUM MAY 2025	206	21117	\$198.81
	6/10/2025	AFLAC		SUPP INSURANCE PREMIUM MAY 2025	100	21117	\$1,322.19
						CHECK TOTAL	\$1,649.26
15648	6/10/2025	AIRGAS INC		ARGON CYLINDER REFILL (050125-053125)	100630	51200	\$79.47
						CHECK TOTAL	\$79.47
15649	6/10/2025	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 4/27/25-5/10/25	100310	55412	\$14,070.67
	6/10/2025	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 5/11/25-5/24/25	100310	55412	\$14,023.76
						CHECK TOTAL	\$28,094.43
15650	6/10/2025	ALLIANT INSURANCE SERVICES INC		EVENT INSURANCE	250170	57220	\$395.00
						CHECK TOTAL	\$395.00
15651	6/10/2025	EIDIM GROUP INC		WINDMILL/WILLOW RM A/V & PROD (PYMT#7)	301630	56104	\$8,348.12
						CHECK TOTAL	\$8,348.12
15652	6/10/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (MAY2025) FY24-25	100630	51200	\$70.00
	6/10/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (MAY2025) FY24-25	100510	52320	\$105.00
	6/10/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (MAY2025) FY24-25	100620	52320	\$120.00
						CHECK TOTAL	\$295.00
15653	6/10/2025	BRITTNEY B SOWELL		DIAMOND BAR CENTER DIRECTIONAL SIGNS	100240	54900	\$315.00
	6/10/2025	BRITTNEY B SOWELL		RECREATION FLYER TEMPLATES	100240	52110	\$630.00
						CHECK TOTAL	\$945.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15654	6/10/2025	BUBBLEMANIA AND COMPANY LA LLC		ENTERTAINMENT FOR SUMMER DAY CAMP ON 6.06.25	100520	55315	\$475.00
CHECK TOTAL							\$475.00
15655	6/10/2025	CANNON CORPORATION		PLAN CHECK - 2234 INDIAN CREEK - THRU 3/31/25	100	22107	\$2,327.00
	6/10/2025	CANNON CORPORATION		PLAN CHECK - 2234 INDIAN CREEK - THRU 4/30/25	100	22107	\$221.25
CHECK TOTAL							\$2,548.25
15656	6/10/2025	CANTO INC		ANNUAL RENEWAL - CANTO FY 24-25	100230	52314	\$7,160.00
CHECK TOTAL							\$7,160.00
15657	6/10/2025	CHEM PRO LABORATORY INC		WATER TREATMENT (CITYHALL/JUNE) FY24-25	100620	52320	\$187.95
CHECK TOTAL							\$187.95
15658	6/10/2025	CONSTRUCTION HARDWARE COMPANY		CYLINDER & BLANK KEYS	100620	52320	\$1,184.56
	6/10/2025	CONSTRUCTION HARDWARE COMPANY		HARDWARE / OPERATING SUPPLIES	100630	51200	\$1,075.73
CHECK TOTAL							\$2,260.29
15659	6/10/2025	CT & T CONCRETE PAVING INC		ROAD MAINT SERVICES (MAPLE HILL PARK LOT REPAIR)	100655	55512	\$58,599.16
	6/10/2025	CT & T CONCRETE PAVING INC		ROAD MAINT SERVICES (CONCRETE AC REPAIR)	100655	55512	\$11,118.92
CHECK TOTAL							\$69,718.08
15660	6/10/2025	CW PRODUCTS		GIVEAWAYS FOR ENVIRONMENTAL SERVICES	250170	51400	\$1,027.49
CHECK TOTAL							\$1,027.49
15661	6/10/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JUNE 2025	206	21105	\$0.96
	6/10/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JUNE 2025	207	21105	\$0.96
	6/10/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JUNE 2025	201	21105	\$1.61
	6/10/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JUNE 2025	250	21105	\$36.36
	6/10/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM JUNE 2025	100	21105	\$123.75
CHECK TOTAL							\$143.64

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15662	6/10/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2025	204	21105	\$8.23
	6/10/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2025	203	21105	\$10.97
	6/10/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2025	239	21105	\$24.20
	6/10/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2025	241	21105	\$24.20
	6/10/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2025	238	21105	\$38.65
	6/10/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2025	201	21105	\$66.47
	6/10/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2025	207	21105	\$190.24
	6/10/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2025	250	21105	\$215.36
	6/10/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2025	206	21105	\$243.91
	6/10/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM JUNE 2025	100	21105	\$4,867.33
						CHECK TOTAL	\$5,689.56
15663	6/10/2025	DIANA CHO & ASSOCIATES		CDBG CONSULTANT - AREA 5 ADA CURB RAMP ADMIN	225610	56101	\$2,273.75
	6/10/2025	DIANA CHO & ASSOCIATES		CDBG-AREA 4 ADA CURB RAMPS IMP - APR 2025	301610	56101	\$882.25
						CHECK TOTAL	\$3,156.00
15664	6/10/2025	DISCOVERY SCIENCE CENTER OF ORANGE		EDUCATION SERVICES- EARTH DAY PRESENTATION	250170	54900	\$3,450.00
							CHECK TOTAL
15665	6/10/2025	DUNN EDWARDS CORPORATION		TOOLS	100620	52320	\$17.30
							CHECK TOTAL
15666	6/10/2025	ECOFERT INC		FERTILIZER INJECTION SYSTEM - MONTHLY SERVICE	100630	52320	\$1,207.00
							CHECK TOTAL
15667	6/10/2025	EXTERIOR PRODUCTS CORP		AMERICAN FLAG INSTALLATION/REMOVAL SERVICES	100630	56116	\$6,487.50
	6/10/2025	EXTERIOR PRODUCTS CORP		INSTALLATION OF BANNERS	100520	55300	\$2,954.84

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/10/2025	EXTERIOR PRODUCTS CORP		MAINTENANCE & OPERATION SERVICES (MAPLEHILL PARK)	100630	52320	\$461.84
						CHECK TOTAL	\$9,904.18
15668	6/10/2025	FEHR & PEERS		ON-CALL TRAFFIC ENGR - 3/29/25-4/25/25	301610	56103	\$6,016.50
						CHECK TOTAL	\$6,016.50
15669	6/10/2025	FRANCHISE TAX BOARD		W/H ORDER TAX YEAR 2022 211-07145-51	250	23199	\$111.61
	6/10/2025	FRANCHISE TAX BOARD		W/H ORDER TAX YEAR 2022 211-07145-51	100	23199	\$632.48
						CHECK TOTAL	\$744.09
15670	6/10/2025	GO LIVE TECHNOLOGY INC		ELM PROJECT MGMT - MAY 2025	503230	56135	\$8,250.00
						CHECK TOTAL	\$8,250.00
15671	6/10/2025	GOTO COMMUNICATIONS INC		CITYWIDE PHONE SERVICE - JUNE 2025	100230	52200	\$3,108.78
						CHECK TOTAL	\$3,108.78
15672	6/10/2025	WOODS MAINTENANCE SERVICES INC		FY2024-25 HOMELESS ENCAMPMENT CLEANUP MAR 2025	107130	55000	\$1,861.56
	6/10/2025	WOODS MAINTENANCE SERVICES INC		GRAFFITI CONTROL - MAY 2025	100430	55540	\$3,075.00
						CHECK TOTAL	\$4,936.56
15673	6/10/2025	GUADALUPE DUARTE RODRIQUEZ		STEVENS FIELD PROCLAMATION PAINTING	100240	52110	\$1,477.00
						CHECK TOTAL	\$1,477.00
15674	6/10/2025	HARBOR TRUCK BODIES INC		FLEET VEHICLE (DOOR REPLACEMENT/DAMAGED INCIDENT)	100630	55505	\$637.79
	6/10/2025	HARBOR TRUCK BODIES INC		FLEET VEHICLE (DOOR REPLACEMENT/DAMAGED INCIDENT)	100655	52310	\$5,000.00
						CHECK TOTAL	\$5,637.79
15675	6/10/2025	HARKINS INVESTMENTS LLC		DAY CAMP EXCURSION 6.24.25	100520	53520	\$703.00
						CHECK TOTAL	\$703.00
15676	6/10/2025	HODGMAN ENTERPRISES		PRINTING AND MAILING OF JUNE 2025 CITY NEWSLETTER	100240	52110	\$2,474.59
						CHECK TOTAL	\$2,474.59
15677	6/10/2025	HOME DEPOT CREDIT SERVICES		JKOLB TOOLS OPERATING SUPPLIES	100620	52320	\$61.36

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/10/2025	HOME DEPOT CREDIT SERVICES		STREET SUPPLIES (JSI/050525)	100655	51300	\$97.78
	6/10/2025	HOME DEPOT CREDIT SERVICES		DBC OPERATING SUPPLIES	100510	51200	\$11.93
	6/10/2025	HOME DEPOT CREDIT SERVICES		MAPLE HILL PARK OPERARTING SUPPLIES	100630	51200	\$192.93
						CHECK TOTAL	\$364.00
15678	6/10/2025	HONEYCOTT INC		BEE REMOVAL (PONY FIELDS-22555 SUNSET CROSSINGRD)	100630	51200	\$595.00
						CHECK TOTAL	\$595.00
15679	6/10/2025	HR GREEN PACIFIC INC		PLAN CHECK - LAND DEV - THRU 4/30/25	100	22109	\$238.38
	6/10/2025	HR GREEN PACIFIC INC		PLAN CHECK - LAND DEV - THRU 4/30/25	100	22109	\$308.00
	6/10/2025	HR GREEN PACIFIC INC		PLAN CHECK - LAND DEV - THRU 4/30/25	100	22109	\$582.00
						CHECK TOTAL	\$1,128.38
15680	6/10/2025	IMPROV 2 IMPROVEMENT		DAY CAMP STAFF TRAINING	100520	52500	\$3,000.00
						CHECK TOTAL	\$3,000.00
15681	6/10/2025	INCREDIBLE ENTERTAINMENT INC		DAY CAMP - PARTY #0006- 09920250122379110	100520	53520	\$1,043.60
						CHECK TOTAL	\$1,043.60
15682	6/10/2025	INTEGRUS LLC		RICOH COPY CHARGES - 4/19/25- 5/18/25	100230	52314	\$785.80
						CHECK TOTAL	\$785.80
15683	6/10/2025	JOE A GONSALVES & SON INC		PROFESSIONAL SVCS STATE LOBBYIST- JUNE 2025	100130	54900	\$2,500.00
						CHECK TOTAL	\$2,500.00
15684	6/10/2025	JOSE RUEL DIRA		GIS CONSULTING SERVICES ELM PROJ - 4/19/25-5/2/25	503230	56135	\$1,300.00
	6/10/2025	JOSE RUEL DIRA		GIS CONSULTING SERVICES ELM PROJ	503230	56135	\$1,430.00
						CHECK TOTAL	\$2,730.00
15685	6/10/2025	K7 ENTERPRISES		FIELDS CLOSED SIGNS	100520	52110	\$1,190.78
						CHECK TOTAL	\$1,190.78
15686	6/10/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE	502430	52312	\$220.00
	6/10/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE	502655	52312	\$275.00

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/10/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE	502620	52312	\$330.00
	6/10/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE	502630	52312	\$385.00
	6/10/2025	KEPT COMPANIES INC		FLEET VEHICLE EXTERIOR WASH	502430	52312	\$80.00
	6/10/2025	KEPT COMPANIES INC		FLEET VEHICLE EXTERIOR WASH	502620	52312	\$100.00
	6/10/2025	KEPT COMPANIES INC		FLEET VEHICLE EXTERIOR WASH	502630	52312	\$100.00
	6/10/2025	KEPT COMPANIES INC		FLEET VEHICLE EXTERIOR WASH	502655	52312	\$100.00
						CHECK TOTAL	\$1,590.00
15687	6/10/2025	KIMLEY HORN AND ASSOCIATES INC		ON-CALL TRAFFIC/TRANS ENGR - THRU 4/30/25	100615	54410	\$2,579.01
						CHECK TOTAL	\$2,579.01
15688	6/10/2025	LOOMIS		COURIER SERVICES - MAY 2025	100210	54900	\$786.57
	6/10/2025	LOOMIS		COURIER SERVICES - MAY 2025	100510	54900	\$786.57
						CHECK TOTAL	\$1,573.14
15689	6/10/2025	LOPEZ RAMIREZ ROOFING INC		CDBG HIP 1828 ANO NUEVO DRIVE HARTANTO	225440	54900	\$30,142.00
	6/10/2025	LOPEZ RAMIREZ ROOFING INC		CDBG HIP 1828 ANO NUEVO DRIVE HARTANTO RETENTION	225440	54900	\$3,349.00
						CHECK TOTAL	\$33,491.00
15690	6/10/2025	LOS ANGELES COUNTY DEVELOPMENT AUTH		LOAN REPAYMENT - 1165 CLEAR CREEK CANYON	225	20601	\$10,000.00
						CHECK TOTAL	\$10,000.00
15691	6/10/2025	LOS ANGELES COUNTY PUBLIC WORKS		SYCAMORE CYN PARK-SUMP PUMP (INSPECT: 01/25-04/25)	100630	52320	\$1,584.54
						CHECK TOTAL	\$1,584.54
15692	6/10/2025	MAIN EVENT ENTERTAINMENT INC		REMAINING BALANCE - DAY CAMP EXCURSION ON 6.03.25	100520	53520	\$650.54
						CHECK TOTAL	\$650.54
15693	6/10/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41-MAY2025))	241641	55524	\$5,623.27
	6/10/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41-MAY2025))	239639	55524	\$13,715.50
	6/10/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41-MAY2025))	238638	55524	\$16,460.60

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	\$35,799.37
15694	6/10/2025	MERCURY DISPOSAL SYSTEMS INC		BATTERY & BULB PROGRAM AT ACE HARDWARE	250170	55000	\$2,732.00
	6/10/2025	MERCURY DISPOSAL SYSTEMS INC		CITY HALL HAZARDOUS WASTE DISPOSAL	250170	55000	\$252.50
						CHECK TOTAL	\$2,984.50
15695	6/10/2025	METROLINK		METROLINK PASSES - MAY 2025	206650	55610	\$805.00
	6/10/2025	METROLINK		METROLINK PASSES - MAY 2025	206650	55620	\$3,220.00
						CHECK TOTAL	\$4,025.00
15696	6/10/2025	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP (KRAIL 052725-062325)	100655	51250	\$607.35
						CHECK TOTAL	\$607.35
15697	6/10/2025	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	\$279.00
						CHECK TOTAL	\$279.00
15698	6/10/2025	OFFICE SOLUTIONS		OFFICE SUPPLIES - MAY 2025	100210	51200	\$48.72
	6/10/2025	OFFICE SOLUTIONS		OFFICE SUPPLIES - MAY 2025	100410	51200	\$132.59
	6/10/2025	OFFICE SOLUTIONS		OFFICE SUPPLIES - MAY 2025	100510	51200	\$325.59
	6/10/2025	OFFICE SOLUTIONS		OFFICE SUPPLIES - MAY 2025	100520	51200	\$426.61
	6/10/2025	OFFICE SOLUTIONS		OFFICE SUPPLIES - MAY 2025	100140	51200	\$1,918.70
						CHECK TOTAL	\$2,852.21
15699	6/10/2025	ONE TIME PAY VENDOR	SHEEHAN'S OFFICE INTERIORS INC	DBC LOBBY FURNITURE	100510	51300	\$2,814.27
						CHECK TOTAL	\$2,814.27
15700	6/10/2025	ONE TIME PAY VENDOR	LACMTA	FY24 TDA3 UNUSED FUNDS	209	43230	\$31,518.21
						CHECK TOTAL	\$31,518.21
15701	6/10/2025	ONE TIME PAY VENDOR	PACIFIC COAST REPIPE	REFUND PR25-231 1668 BRONZE KNOLL	104	48020	\$11.01
	6/10/2025	ONE TIME PAY VENDOR	PACIFIC COAST REPIPE	REFUND PR25-231 1668 BRONZE KNOLL	100	48020	\$13.88
	6/10/2025	ONE TIME PAY VENDOR	PACIFIC COAST REPIPE	REFUND PR25-231 1668 BRONZE KNOLL	100	48010	\$115.62
						CHECK TOTAL	\$140.51
15702	6/10/2025	ONE TIME PAY VENDOR - CND REFUND	SMART ROOFING INC	C&D REFUND: 1652 MEADOW GLEN RD	100	22105	\$250.00

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	\$250.00
15703	6/10/2025	PAPER RECYCLING & SHREDDING		CITY HALL CONSOLE SERVICE	250170	55000	\$105.00
						CHECK TOTAL	\$105.00
15704	6/10/2025	PARK CONSULTING GROUP INC		TYLER EPL REPORTING - MAY 2025	503230	56135	\$13,890.00
						CHECK TOTAL	\$13,890.00
15705	6/10/2025	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS/MAY2025)	201630	55505	\$1,250.00
	6/10/2025	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS/MAY2025)	100510	55505	\$6,029.22
	6/10/2025	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS/MAY2025)	100630	55505	\$28,091.57
						CHECK TOTAL	\$35,370.79
15706	6/10/2025	PRO1PRINT, LLC		DIAMOND RIDE INFORMATIONAL SESSION SIGNAGE	100130	52110	\$166.27
						CHECK TOTAL	\$166.27
15707	6/10/2025	PROMO DIRECT		PENS FOR DBC	100510	52110	\$2,473.28
						CHECK TOTAL	\$2,473.28
15708	6/10/2025	PROTECTION ONE INC		CITYHALL ALARM (062925-072825)	100620	52320	\$45.50
						CHECK TOTAL	\$45.50
15709	6/10/2025	QUINN RENTAL SERVICES		EQUIPMENT RENTAL (PONY FIELDS)	100630	52300	\$4,448.44
						CHECK TOTAL	\$4,448.44
15710	6/10/2025	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - MAY 2025	206650	55610	\$494.40
	6/10/2025	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - MAY 2025	206650	55620	\$1,977.60
						CHECK TOTAL	\$2,472.00
15711	6/10/2025	RKA CONSULTING GROUP		BUILDING AND SAFETY DB - APRIL 2025	100420	55100	\$60,756.62
						CHECK TOTAL	\$60,756.62
15712	6/10/2025	ROSARIO A SCEBBA		SOUND SERVICES FOR 6.11.25	100520	55300	\$1,695.00
						CHECK TOTAL	\$1,695.00
15713	6/10/2025	S&S WORLDWIDE, INC		SUPPLIES FOR DAY CAMP AND CONCERTS	100520	51200	\$1,236.12
						CHECK TOTAL	\$1,236.12

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15714	6/10/2025	SC FUELS		FLEET FUEL (050125-051525)	502430	52330	\$47.20
	6/10/2025	SC FUELS		FLEET FUEL (050125-051525)	502620	52330	\$307.44
	6/10/2025	SC FUELS		FLEET FUEL (050125-051525)	502630	52330	\$466.38
	6/10/2025	SC FUELS		FLEET FUEL (050125-051525)	502655	52330	\$849.15
	6/10/2025	SC FUELS		FUEL FOR FLEET VEHICLES (051625-053125)	502430	52330	\$57.18
	6/10/2025	SC FUELS		FUEL FOR FLEET VEHICLES (051625-053125)	502630	52330	\$240.18
	6/10/2025	SC FUELS		FUEL FOR FLEET VEHICLES (051625-053125)	502620	52330	\$369.72
	6/10/2025	SC FUELS		FUEL FOR FLEET VEHICLES (051625-053125)	502655	52330	\$591.75
						CHECK TOTAL	\$2,929.00
15715	6/10/2025	SPECTRUM BUSINESS		SUMMARY BILL-CABLE TV/INTERNET-CITY HALL -MAY 2025	100230	54030	\$1,741.56
	6/10/2025	SPECTRUM BUSINESS		CABLE TV/DBC - MAY 2025	100230	54030	\$134.24
						CHECK TOTAL	\$1,875.80
15716	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	204	21107	\$1.99
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	203	21107	\$2.65
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	239	21107	\$2.90
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	241	21107	\$2.90
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	238	21107	\$3.98
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	204	21113	\$4.21
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	203	21113	\$5.61
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	239	21113	\$10.51
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	241	21113	\$10.51
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	238	21113	\$15.43

City of Diamond Bar Check Register

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	207	21107	\$20.85
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	201	21113	\$30.98
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	201	21107	\$32.32
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	206	21107	\$47.32
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	207	21113	\$69.13
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	206	21113	\$86.82
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	250	21107	\$134.27
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	250	21113	\$137.65
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	100	21107	\$1,924.82
	6/10/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM JUNE 2025	100	21113	\$2,337.16
						CHECK TOTAL	\$4,882.01
15717	6/10/2025	STAY GREEN INC		LANDSCAPE MAINTENANCE (CITY HALL)-MAY 2025	100620	52320	\$1,190.00
						CHECK TOTAL	\$1,190.00
15718	6/10/2025	STEVE A FILARSKY, ATTORNEY AT LAW		PROFESSIONAL SERVICES - LEGAL	100220	54900	\$3,360.00
						CHECK TOTAL	\$3,360.00
15719	6/10/2025	T&R ENVIRONMENTAL SERVICES		HAZARDOUS WASTE DISPOSAL	250170	55000	\$972.00
						CHECK TOTAL	\$972.00
15720	6/10/2025	TASC		FSA FEES - MAY 2025	100220	52515	\$163.80
						CHECK TOTAL	\$163.80
15721	6/10/2025	TEK PAYROLL TIME SYSTEMS INC		DATE STAMPS MAINTENANCE	100140	52310	\$105.00
						CHECK TOTAL	\$105.00
15722	6/10/2025	TENNIS ANYONE INC		CONTRACT CLASSES TENNIS SERVIC	100520	55320	\$7,597.39
						CHECK TOTAL	\$7,597.39

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15723	6/10/2025	THE CITY OF DIAMOND BAR COMMUNITY FOUNDATION		MARCH/APRIL WINDMILL AD - EARTH DAY CELEBRATION	100240	52160	\$800.00
CHECK TOTAL							\$800.00
15724	6/10/2025	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD PL2024-86 PLANNING COMMISSION MEETING	100	22107	\$530.00
	6/10/2025	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD PL2024-43 PC MTG	100	22107	\$820.55
CHECK TOTAL							\$1,350.55
15725	6/10/2025	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD - NOTICE TO BIDDERS - AREA 5	100610	52160	\$358.78
CHECK TOTAL							\$358.78
15726	6/10/2025	THE SAUCE CREATIVE SERVICES INC		SIGNAGE FOR CONCERTS IN THE PARK 2025	100520	52110	\$1,419.68
	6/10/2025	THE SAUCE CREATIVE SERVICES INC		FLYERS AND BANNERS FOR CONCERTS IN THE PARK 2025	100520	52110	\$1,824.79
CHECK TOTAL							\$3,244.47
15727	6/10/2025	THE TAIT GROUP INC		PS - ENGR/VAROUS TRAFFIC-RELATED PROJ - MAY 2025	100615	54410	\$2,500.00
CHECK TOTAL							\$2,500.00
15728	6/10/2025	THOMAS DONINI		SENIOR DANCE DJ, 24/25	100520	55310	\$400.00
CHECK TOTAL							\$400.00
15729	6/10/2025	TRANE SERVICE GROUP INC		AC REPLACEMENT&AIR QUALITY UPGRADES (DBC) FY25-26	301630	56104	\$75,447.00
	6/10/2025	TRANE SERVICE GROUP INC		HERITAGE PARK QTRLY MAINT. (040125-063025)	100630	52320	\$903.87
	6/10/2025	TRANE SERVICE GROUP INC		CITYHALL QTRLY MAINT. (040125-063025)	100620	52320	\$5,697.10
	6/10/2025	TRANE SERVICE GROUP INC		BUILDING PERFORMANCE SERVICES (AS-NEEDED)	100630	52320	\$11,500.00
CHECK TOTAL							\$93,547.97
15730	6/10/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 5/20/25	503230	56135	\$800.00
CHECK TOTAL							\$800.00
15731	6/10/2025	UA FULLERTON LLC		DAY CAMP EXCURSION JUNE 17 2025	100520	53520	\$1,498.79
CHECK TOTAL							\$1,498.79
15732	6/10/2025	ULINE INC		DBC SMALL TOOLS & EQUIPMENT	100510	51300	\$215.63

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$215.63
15733	6/10/2025	VIDIFLO LLC		AV & TELEPRODUCTION SYSTEM ENGINEERING CONSULTANT	270240	55000	\$1,125.00
						CHECK TOTAL	\$1,125.00
15734	6/10/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2025	204	21108	\$3.22
	6/10/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2025	203	21108	\$4.30
	6/10/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2025	239	21108	\$8.08
	6/10/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2025	241	21108	\$8.08
	6/10/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2025	238	21108	\$13.23
	6/10/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2025	201	21108	\$25.35
	6/10/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2025	207	21108	\$68.45
	6/10/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2025	206	21108	\$95.99
	6/10/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2025	250	21108	\$108.83
	6/10/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM JUNE 2025	100	21108	\$1,901.32
						CHECK TOTAL	\$2,236.85
15735	6/10/2025	WW GRAINGER INC		FY2024-25 EMERGENCY PREP SUPPLIES	100350	51200	\$1,615.86
						CHECK TOTAL	\$1,615.86
15736	6/10/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (HERITAGE PARK)	100630	51200	\$220.93
	6/10/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES	100620	51200	\$692.13
	6/10/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL)	100620	51200	\$1,601.47
	6/10/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	\$366.16
	6/10/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES	100630	51200	\$3,896.92
	6/10/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES	100630	51200	\$86.63
	6/10/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES	100510	51210	\$3,381.27
	6/10/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES	100630	51200	\$3,550.58
						CHECK TOTAL	\$13,796.09
15737	6/10/2025	WHENTOWORK LLC		RECREATION DEPARTMENT STAFF SCHEDULING	100230	52314	\$2,200.00
						CHECK TOTAL	\$2,200.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15738	6/10/2025	WILLDAN GEOTECHNICAL		BUILDING&SAFETY INTERIM PERMIT TECHNICIAN	100420	55100	\$14,960.00
	6/10/2025	WILLDAN GEOTECHNICAL		BUILDING&SAFETY INTERIM PERMIT TECHNICIAN	100420	55100	\$14,280.00
CHECK TOTAL							\$29,240.00
15739	6/10/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2025	100	22107	\$931.60
	6/10/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - APRIL 2025	100120	54020	\$5,288.20
CHECK TOTAL							\$6,219.80
15740	6/10/2025	YUNEX CORP		TS MAINT/RESPONSE - AREA POWER OUTAGE	207650	55536	\$866.75
	6/10/2025	YUNEX CORP		RETENTION CONTRACT WITHHOLDING: 25000067	207	29004	\$499.50
	6/10/2025	YUNEX CORP		RETENTION CONTRACT WITHHOLDING: 25000067	207	29004	\$2,601.75
CHECK TOTAL							\$3,968.00
15741	6/10/2025	ZONES IT SOLUTIONS INC		TONERS FOR PRINTERS/COPIERS	100230	52314	\$298.94
CHECK TOTAL							\$298.94
GRAND TOTAL							\$1,665,829.71

Agenda #: 5.3
Meeting Date: June 17, 2025



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 April 2025 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

6/17/2025

REVIEWED BY:A handwritten signature in black ink that reads "Jason Jacobsen". The signature is written in a cursive, flowing style.

Jason Jacobsen, Finance Director

6/5/2025

Attachments:

1. 5.3.a Treasurer's Cash Report - April 2025
2. 5.3.b Treasurer's Certification & Portfolio Report - April 2025

CITY OF DIAMOND BAR - CITY TREASURER'S CASH BALANCE REPORT AS OF APRIL 30, 2025

CASH & INVESTMENT BALANCES

Cash Funds

General Account	\$3,150,377.09	
Payroll Account	\$0.00	
Change Fund - General Fund	\$300.00	
Petty Cash Account	\$553.00	
Cash With Fiscal Agent (US Bank 2021 Bonds)	<u>\$3,464.90</u>	
Total Cash Funds		<u>\$3,154,694.99</u>

City & LAIF Invested Funds (Book Value):

Local Agency Investment Fund	\$9,499,538.17	
City-Managed Fixed-Income Securities (0-5 year maturity)	<u>\$59,581,131.86</u>	
Total Investment Funds (Book Value)		<u>\$69,080,670.03</u>

Fiscal Year-To-Date Effective Rate of Return (City Funds & LAIF)	3.77%	(10 months)
--	-------	-------------

Fiscal YTD Interest Earnings (City Funds & LAIF)	\$2,161,399.34	(10 months)
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FY 2024-25 Budgeted Interest Earnings (City Funds & LAIF)	\$1,608,100.00	(12 months)
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Invested Funds With OPEB Trust (Managed by CalPERS/State Street)

Annualized rate of return as of 06/30/2024 (since 6/30/16, 8 yrs)	4.24%	
OPEB Trust Fiscal Year-To-Date Earnings	\$37,914.23	(10 months)
		<u>\$908,737.09</u>

GRAND TOTAL - CASH & INVESTMENTS

\$73,144,102.11

CITY OF DIAMOND BAR
INVESTMENT PORTFOLIO SUMMARY REPORT
APRIL 30, 2025

INVESTMENTS	BOOK VALUE	PERCENT OF PORTFOLIO	TERM	DAYS TO MATURITY	YIELD TO MATURITY
Federal Credit Union CD	\$15,871,000.00	22.97%	1,417	788	4.279%
Local Agency Investment Fund	\$9,499,538.17	13.75%	1	1	4.281%
Corporate Notes	\$3,661,158.93	5.30%	1,704	1,447	4.896%
Federal Agency Coupon Securities	\$8,146,479.99	11.79%	1,522	642	4.125%
Treasury Coupon Securities	\$6,086,972.20	8.81%	1,487	577	3.045%
Federal Agency Callable	\$7,249,768.41	10.49%	1,737	432	2.476%
Certificates of Deposit-Banks	\$7,526,087.57	10.89%	1,510	818	3.712%
Municipal Bonds	\$1,772,836.94	2.57%	1,598	638	4.205%
Money Market Fund	\$9,266,827.82	13.41%	1	1	4.230%

Total Investments and Averages	\$69,080,670.03	100.00%	1,115	535	3.926%
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	MONTH ENDING	FISCAL YEAR-TO-DATE
	APRIL 30, 2025	2024-2025
TOTAL INTEREST EARNED	\$225,784.97	\$2,161,399.34
	4.05%	3.77%

Daniel Fox

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
April 30, 2025

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	15,871,000.00	15,805,725.46	15,871,000.00	22.97	1,417	788	4.279
Local Agency Investment Funds	9,499,538.17	9,355,415.92	9,499,538.17	13.75	1	1	4.281
Corporate Notes	3,800,000.00	3,661,158.93	3,661,158.93	5.30	1,704	1,447	4.896
Federal Agency Coupon Securities	8,125,000.00	8,167,133.28	8,146,479.99	11.79	1,522	642	4.125
Treasury Coupon Securities	6,125,000.00	6,014,359.67	6,086,972.20	8.81	1,487	577	3.045
Federal Agency Callable	7,250,000.00	6,923,688.49	7,249,768.41	10.49	1,737	432	2.476
Certificate of Deposit	7,622,000.00	7,398,395.75	7,526,087.57	10.89	1,510	818	3.712
Municipal Bonds	1,845,000.00	1,754,458.19	1,772,836.94	2.57	1,598	638	4.205
Money Market Fund	9,266,827.82	9,266,827.82	9,266,827.82	13.41	1	1	4.230
	69,404,365.99	68,347,163.51	69,080,670.03	100.00%	1,115	535	3.926
Investments							

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	225,784.97	2,161,399.34
Average Daily Balance	67,844,976.04	68,750,479.66
Effective Rate of Return	4.05%	3.77%


Jason M. Jacobsen, Finance Director

06/04/2025

Reporting period 04/01/2025-04/30/2025

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**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
April 30, 2025**

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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											
06251A3K4	10402	America's Credit Union		12/16/2021	248,000.00	227,139.23	248,000.00	1.350	1,826	594	1.350 12/16/2026
00790UAC1	10682	ADVANTAGE CREDIT UNION		07/31/2024	249,000.00	249,000.00	249,000.00	4.450	1,826	1,552	4.450 07/31/2029
02157RAA5	10683	ALTAONE FEDERAL CREDIT		07/19/2024	249,000.00	249,000.00	249,000.00	4.450	1,826	1,540	4.450 07/19/2029
011852AE0	10547	Alaska USA FCU		03/08/2023	249,000.00	249,000.00	249,000.00	4.600	1,827	1,042	4.600 03/08/2028
02589ACS9	10419	American Express Bank		05/18/2022	246,000.00	244,052.66	246,000.00	3.100	1,097	18	3.100 05/19/2025
052392BT3	10495	AUSTIN TELCO FCU		09/21/2022	249,000.00	249,000.00	249,000.00	3.800	1,826	873	3.800 09/21/2027
07181JBH6	10697	Baxter Credit Union		08/22/2024	249,000.00	249,000.00	249,000.00	4.350	1,461	1,209	4.350 08/22/2028
07371BWA5	10679	Beal Bank-Plano TX		06/12/2024	244,000.00	244,000.00	244,000.00	4.650	1,820	1,497	4.650 06/06/2029
130162BL3	10621	CALIFORNIA CREDIT UNION		12/28/2023	243,000.00	243,000.00	243,000.00	5.100	550	60	5.100 06/30/2025
14042THZ3	10453	Capital One Bank USA		07/27/2022	248,000.00	248,000.00	248,000.00	3.500	1,826	817	3.500 07/27/2027
12481GAZ0	10663	CBC Federal Credit Union		05/14/2024	249,000.00	249,000.00	249,000.00	4.650	1,826	1,474	4.650 05/14/2029
17783PAK7	10625	City Federal Credit Union		01/18/2024	249,000.00	249,000.00	249,000.00	4.000	1,827	1,358	4.000 01/18/2029
16863LAE5	10502	CHIEF FINANCIAL FCU		10/12/2022	249,000.00	249,000.00	249,000.00	4.600	1,098	166	4.600 10/14/2025
19058RAG6	10684	COASTAL1CU		07/22/2024	249,000.00	249,000.00	249,000.00	4.550	1,460	1,177	4.550 07/21/2028
19123RAA0	10529	COCA-COLA FCU		01/31/2023	249,000.00	249,000.00	249,000.00	4.600	1,098	277	4.600 02/02/2026
20367GBD0	10440	Community Commerce Bank		07/27/2022	248,000.00	248,000.00	248,000.00	3.050	1,280	271	3.050 01/27/2026
20825WBC3	10474	Connexus CU		08/26/2022	248,000.00	248,000.00	248,000.00	3.500	1,096	117	3.500 08/26/2025
14622LAS1	10686	CARTER FEDERAL CU		08/07/2024	249,000.00	249,000.00	249,000.00	4.250	1,826	1,559	4.250 08/07/2029
23204HPM4	10678	Customers Bank		06/11/2024	244,000.00	244,000.00	244,000.00	4.850	1,095	771	4.850 06/11/2027
291916AG9	10596	Empower FED Credit Union		10/23/2023	248,000.00	248,000.00	248,000.00	5.100	1,827	1,271	5.100 10/23/2028
29367RNG7	10720	Enterprise Bank Corp.		08/28/2024	249,000.00	249,000.00	249,000.00	3.800	1,826	1,580	3.800 08/28/2029
32026U5U6	10664	First Foundation Bank		05/22/2024	244,000.00	244,000.00	244,000.00	4.600	1,826	1,482	4.600 05/22/2029
320165LR2	10648	FIRST FARMERS BK & TRUST		03/28/2024	249,000.00	249,000.00	249,000.00	4.850	671	272	4.850 01/28/2026
32114MBC0	10681	First Natl Bnk Blue Erth		06/20/2024	248,000.00	248,000.00	248,000.00	4.850	1,095	780	4.850 06/20/2027
33610RVR1	10685	FIRST PREMIER BANK		07/17/2024	244,000.00	244,000.00	244,000.00	4.450	1,461	1,173	4.450 07/17/2028
37424PAG9	10570	GESA CREDIT UNION		07/31/2023	248,000.00	248,000.00	248,000.00	5.500	731	91	5.500 07/31/2025
39573LAV0	10255	GREENSTATE CREDIT UNION		02/26/2021	248,000.00	224,875.74	248,000.00	0.650	1,826	301	0.650 02/26/2026
42228LAH4	10496	HEALTHCARE SYSTEMS FCU		09/21/2022	249,000.00	249,000.00	249,000.00	3.600	1,461	508	3.600 09/21/2026
42869GAB2	10639	Hickam		01/31/2024	249,000.00	249,000.00	249,000.00	4.150	1,461	1,005	4.150 01/31/2028
856285E98	10410	State Bank of India		01/31/2022	248,000.00	230,670.75	248,000.00	1.750	1,827	641	1.750 02/01/2027
472207AE9	10491	JEANNE D'ARC CREDIT UNION		09/30/2022	249,000.00	249,000.00	249,000.00	3.800	1,826	882	3.800 09/30/2027
48115LAM6	10707	Jovia Financial Credit Union C		08/16/2024	249,000.00	249,000.00	249,000.00	4.650	731	473	4.650 08/17/2026
50625LBR3	10606	LAFAYETTE FCU		11/30/2023	248,000.00	248,000.00	248,000.00	5.250	1,096	578	5.250 11/30/2026
530520AC9	10530	LIBERTY FIRST CU		01/27/2023	249,000.00	249,000.00	249,000.00	4.500	1,096	271	4.500 01/27/2026
534574AC2	10571	LINCOLN PARK COMMUNITY BANK		08/28/2023	248,000.00	248,000.00	248,000.00	5.000	1,827	1,215	5.000 08/28/2028
55026MAE5	10487	LUMINATE BANK		09/15/2022	249,000.00	249,000.00	249,000.00	3.400	1,826	867	3.400 09/15/2027

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**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
April 30, 2025**

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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											
56824JBC7	10718	Marine Federal Corp.		08/30/2024	249,000.00	249,000.00	249,000.00	4.000	731	487	4.000 08/31/2026
58404DUA7	10622	Medallion Bank		12/29/2023	248,000.00	248,000.00	248,000.00	4.500	1,096	607	4.500 12/29/2026
59524LAA4	10549	MID CAROLINA CU		03/13/2023	249,000.00	249,000.00	249,000.00	4.850	1,096	316	4.850 03/13/2026
61690DQK7	10662	Morgan Stanley Bank		05/08/2024	244,000.00	244,000.00	244,000.00	4.700	1,461	1,103	4.700 05/08/2028
62847NEL6	10646	MVB BANK INC		03/27/2024	249,000.00	249,000.00	249,000.00	4.800	730	330	4.800 03/27/2026
654062LP1	10643	NICOLET NATIONAL BANK		03/08/2024	249,000.00	249,000.00	249,000.00	4.250	1,826	1,407	4.250 03/08/2029
68584JAV1	10675	Oregon Community Cred Un		06/07/2024	248,000.00	248,000.00	248,000.00	5.050	731	403	5.050 06/08/2026
68232SEK7	10676	One Community Bank		06/18/2024	249,000.00	249,000.00	249,000.00	4.850	913	596	4.850 12/18/2026
722000AC0	10575	PIMA FEDERAL CREDIT		08/17/2023	248,000.00	248,000.00	248,000.00	5.300	1,096	473	5.300 08/17/2026
77357DAB4	10607	ROCKLAND FCU		11/30/2023	248,000.00	248,000.00	248,000.00	5.000	1,827	1,309	5.000 11/30/2028
795451BQ5	10461	Sallie Mae Bank		07/06/2022	248,000.00	248,000.00	248,000.00	3.400	1,097	67	3.400 07/07/2025
849061AF3	10644	SPOKANE TEACHERS CR UN		03/25/2024	245,000.00	245,000.00	245,000.00	4.750	1,095	693	4.750 03/25/2027
87868YAL7	10551	TECHNOLOGY CU		03/23/2023	249,000.00	249,000.00	249,000.00	5.000	1,096	326	5.000 03/23/2026
89235MNT4	10442	Toyota Financial SGS Bank		07/22/2022	248,000.00	248,000.00	248,000.00	3.400	1,826	812	3.400 07/22/2027
89839KAD7	10604	TRUSTSTAR BANK		11/22/2023	248,000.00	248,000.00	248,000.00	4.750	1,827	1,301	4.750 11/22/2028
88709RBH1	10677	Timberland Bank Hoquaim		06/12/2024	249,000.00	249,000.00	249,000.00	4.850	912	589	4.850 12/11/2026
89854LAD5	10564	TTCU FED CU		07/26/2023	248,000.00	248,000.00	248,000.00	5.000	1,827	1,182	5.000 07/26/2028
91527PCF2	10651	Univest Bank & Trust Co.		03/13/2024	249,000.00	249,000.00	249,000.00	4.250	1,826	1,412	4.250 03/13/2029
914242AA0	10492	UNIVERSITY CREDIT UNION		09/26/2022	249,000.00	249,000.00	249,000.00	4.000	1,096	148	4.000 09/26/2025
90352RCM5	10424	US ALLIANCE FED CREDIT UNION		05/31/2022	249,000.00	246,987.08	249,000.00	3.100	1,095	29	3.100 05/30/2025
90353EBC6	10550	USF FCU		03/15/2023	249,000.00	249,000.00	249,000.00	5.050	915	137	5.050 09/15/2025
91739JAD7	10589	UTAH FIRST CD		10/30/2023	248,000.00	248,000.00	248,000.00	5.100	1,827	1,278	5.100 10/30/2028
06543PDA0	10494	BANK OF THE VALLEY NE		09/30/2022	249,000.00	249,000.00	249,000.00	4.100	1,826	882	4.100 09/30/2027
91823MBE4	10499	VCC BANK		10/14/2022	249,000.00	249,000.00	249,000.00	4.250	1,461	531	4.250 10/14/2026
92348DAA7	10500	VERIDIAN CU		10/24/2022	249,000.00	249,000.00	249,000.00	4.500	1,096	176	4.500 10/24/2025
93883MBA5	10674	WASHINGTON FINANCIAL		05/31/2024	244,000.00	244,000.00	244,000.00	4.500	1,826	1,491	4.500 05/31/2029
949764JY1	10617	Wells Fargo		12/27/2023	248,000.00	248,000.00	248,000.00	4.100	1,827	1,336	4.100 12/27/2028
98138MCA6	10590	WORKERS FCU		10/30/2023	248,000.00	248,000.00	248,000.00	5.200	1,827	1,278	5.200 10/30/2028
Subtotal and Average			15,871,000.00		15,871,000.00	15,805,725.46	15,871,000.00		1,417	788	4.279
Local Agency Investment Funds											
LAIF	10028	Local Agency Investment Fund			9,499,538.17	9,355,415.92	9,499,538.17	4.281	1	1	4.281
Subtotal and Average			4,185,016.75		9,499,538.17	9,355,415.92	9,499,538.17		1	1	4.281

**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
April 30, 2025**

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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
Corporate Notes											
06406YAA0	10732	Bank of NY Mello Corp.		01/13/2025	350,000.00	325,163.33	325,163.33	3.300	1,683	1,575	5.170 08/23/2029
06048WR36	10515	Bank of America Corp.		12/27/2022	500,000.00	471,537.45	471,537.45	2.000	1,638	782	5.000 06/22/2027
17325FBK3	10733	CITIBANK		01/13/2025	350,000.00	347,302.31	347,302.31	4.838	1,666	1,527	5.042 08/06/2029
29736RAP5	10737	ESTEE LAUDER CO		03/25/2025	300,000.00	271,515.48	271,515.48	2.375	1,712	1,675	4.707 12/01/2029
24422EXB0	10668	JOHN DEERE CAPITAL CORP		05/29/2024	500,000.00	499,556.66	499,556.66	4.950	1,507	1,170	4.979 07/14/2028
46647PAX4	10731	JP Morgan Chase		01/07/2025	400,000.00	393,047.21	393,047.21	4.452	1,793	1,314	4.980 12/05/2029
49177JAH5	10738	KENVUE INC		03/25/2025	300,000.00	305,294.76	305,294.76	5.000	1,823	1,786	4.581 03/22/2030
59217GFT1	10734	MET LIFE GLOBAL		01/09/2025	500,000.00	499,334.18	499,334.18	4.900	1,826	1,714	4.932 01/09/2030
637432NV3	10739	NATIONAL RURAL UTILITIES COOPE		03/25/2025	300,000.00	270,438.73	270,438.73	2.400	1,816	1,779	4.691 03/15/2030
808513BX2	10740	CHARLES SCHWAB		03/25/2025	300,000.00	277,968.82	277,968.82	2.750	1,651	1,614	4.611 10/01/2029
Subtotal and Average			3,659,641.84		3,800,000.00	3,661,158.93	3,661,158.93		1,704	1,447	4.896
Federal Agency Coupon Securities											
17325FBB3	10631	CITIBANK		01/30/2024	750,000.00	771,612.51	771,612.51	5.803	1,704	1,247	4.847 09/29/2028
3133ENZG8	10458	Federal Farm Credit Bank		07/11/2022	500,000.00	500,127.98	500,127.98	3.375	1,075	50	3.176 06/20/2025
3133EPCG8	10545	Federal Farm Credit Bank		03/01/2023	1,000,000.00	996,742.28	996,742.28	4.125	1,736	944	4.267 12/01/2027
3133EPQC2	10572	Federal Farm Credit Bank		08/02/2023	1,000,000.00	999,590.61	999,590.61	4.625	1,080	442	4.661 07/17/2026
3130ASGU7	10432	Federal Home Loan Bank		06/16/2022	1,000,000.00	1,020,268.00	999,614.71	3.500	1,821	771	3.520 06/11/2027
3130ASJ59	10447	Federal Home Loan Bank		07/18/2022	1,000,000.00	1,002,427.71	1,002,427.71	3.375	1,425	407	3.141 06/12/2026
313373B68	10537	Federal Home Loan Bank		02/27/2023	500,000.00	499,020.45	499,020.45	4.375	1,110	316	4.619 03/13/2026
3130AWMN7	10563	Federal Home Loan Bank		07/21/2023	500,000.00	502,760.02	502,760.02	4.375	1,785	1,135	4.177 06/09/2028
3130B0N70	10645	Federal Home Loan Bank		03/27/2024	500,000.00	500,000.00	500,000.00	4.850	1,826	330	4.850 03/27/2029
3130B2F59	10706	Federal Home Loan Bank		08/20/2024	575,000.00	575,000.00	575,000.00	4.250	1,816	466	4.250 08/10/2029
45818WED4	10498	INTER-AMERICAN DEV. BANK		09/13/2022	500,000.00	494,695.45	494,695.45	2.980	1,731	770	3.902 06/10/2027
61746BCY0	10708	Morgan Stanley Bank		08/01/2024	300,000.00	304,888.27	304,888.27	6.250	738	465	4.888 08/09/2026
Subtotal and Average			8,146,832.77		8,125,000.00	8,167,133.28	8,146,479.99		1,522	642	4.125
Treasury Coupon Securities											
91282CMG3	10735	UST		02/13/2025	300,000.00	297,127.41	297,127.41	4.250	1,813	1,736	4.477 01/31/2030
91282CMD0	10736	UST		02/13/2025	325,000.00	323,445.22	323,445.22	4.375	1,782	1,705	4.489 12/31/2029
91282CDQ1	10403	U.S. Treasury		01/04/2022	1,000,000.00	925,664.00	998,276.53	1.250	1,822	609	1.357 12/31/2026
91282CEW7	10436	U.S. Treasury		07/14/2022	1,000,000.00	1,004,700.43	1,004,700.43	3.250	1,812	790	3.014 06/30/2027
9128285J5	10445	U.S. Treasury		07/18/2022	1,000,000.00	999,404.79	999,404.79	3.000	1,201	183	3.125 10/31/2025
9128285C0	10456	U.S. Treasury		07/11/2022	1,000,000.00	999,374.47	999,374.47	3.000	1,177	152	3.158 09/30/2025
91282CEU1	10459	U.S. Treasury		07/08/2022	1,000,000.00	999,793.58	999,793.58	2.875	1,073	45	3.051 06/15/2025
91282CEE7	10654	U.S. Treasury		04/08/2024	500,000.00	464,849.77	464,849.77	2.375	1,818	1,430	4.393 03/31/2029

Portfolio POOL
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Run Date: 06/04/2025 - 10:43

**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
April 30, 2025**

Page 4

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Subtotal and Average			6,086,450.46		6,125,000.00	6,014,359.67	6,086,972.20		1,487	577	3.045
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	306	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	620	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	635	1.840 01/26/2027
3133ENH52	10475	Federal Farm Credit Bank		08/23/2022	500,000.00	500,000.00	500,000.00	4.030	1,826	844	4.030 08/23/2027
3133EREU1	10667	Federal Farm Credit Bank		05/29/2024	500,000.00	499,890.49	499,890.49	5.000	537	200	5.041 11/17/2025
3130AL7M0	10254	Federal Home Loan Bank		02/24/2021	500,000.00	460,993.50	499,877.92	0.625	1,826	23	0.659 02/24/2026
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	88	1.700 01/28/2027
3130AUDL5	10513	Federal Home Loan Bank		12/30/2022	750,000.00	750,000.00	750,000.00	4.550	1,826	60	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	1,397	5.000 02/26/2029
Subtotal and Average			7,466,420.93		7,250,000.00	6,923,688.49	7,249,768.41		1,737	432	2.476
Certificate of Deposit											
06406GAA9	10717	Bank of NY Mello Corp.		08/01/2024	500,000.00	473,305.55	473,305.55	3.000	1,551	1,186	4.702 10/30/2028
066519QK8	10256	BANK UNITED NA		03/05/2021	248,000.00	224,768.35	248,000.00	0.650	1,826	308	0.000 03/05/2026
06051GGA1	10716	Bank of America Corp.		08/01/2024	300,000.00	290,785.71	290,785.71	3.248	1,176	903	4.596 10/21/2027
14042RRH6	10429	Capital One Bank		05/18/2022	248,000.00	246,036.83	248,000.00	3.100	1,097	18	3.100 05/19/2025
23288UAA5	10555	Cy Fair FCU		05/19/2023	249,000.00	249,000.00	249,000.00	4.350	1,461	748	4.355 05/19/2027
254673F68	10431	Discover Bank		06/01/2022	246,000.00	244,005.19	246,000.00	3.100	1,097	32	3.100 06/02/2025
3130B0YH6	10661	Federal Home Loan Bank		04/19/2024	500,000.00	500,000.00	500,000.00	5.010	1,826	1,449	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	1,449	4.550 04/19/2029
38149MZJ5	10260	Goldman Sachs Bank		09/08/2021	248,000.00	225,703.81	248,000.00	1.050	1,826	495	1.051 09/08/2026
48128UDS5	10250	JP Morgan Chase		05/28/2020	248,000.00	231,727.23	248,000.00	1.050	1,826	27	1.010 05/28/2025
46625HQW3	10709	JP Morgan Chase		08/01/2024	300,000.00	296,032.89	296,032.89	3.300	608	335	4.813 04/01/2026
59001PAS8	10457	Meritrust Fed CU		07/08/2022	248,000.00	248,000.00	248,000.00	3.350	1,096	68	3.350 07/08/2025
70962LBH4	10414	Pentagon Federal Credit Union		03/22/2022	248,000.00	234,447.30	248,000.00	1.800	1,462	326	1.800 03/23/2026
69353RFG8	10669	PNC BANK NA		05/29/2024	500,000.00	474,915.50	474,915.50	3.100	1,244	907	5.335 10/25/2027
70320KAX9	10257	Pathfinder Bank		03/11/2021	249,000.00	225,981.94	249,000.00	0.700	1,826	314	0.000 03/11/2026
87165GR79	10430	Synchrony Bank		05/20/2022	248,000.00	246,033.11	248,000.00	3.100	1,096	19	3.100 05/20/2025
88413QDM7	10455	Third Fed Savings & Loan		07/27/2022	245,000.00	245,000.00	245,000.00	3.400	1,826	817	3.402 07/27/2027
89236TLD5	10670	Toyota MTR Credit Corp		05/29/2024	500,000.00	501,584.15	501,584.15	5.400	905	568	5.179 11/20/2026
882508CG7	10653	TEXAS INSTRUME		04/01/2024	750,000.00	752,959.46	752,959.46	4.600	1,774	1,379	4.480 02/08/2029
90348JS92	10261	UBS Bank USA		09/09/2021	248,000.00	224,604.42	248,000.00	0.950	1,826	496	0.000 09/09/2026
91159HHW3	10715	US BANK CORP		08/01/2024	300,000.00	278,066.62	278,066.62	3.000	1,824	1,551	4.964 07/30/2029
91282CKG5	10657	UST		04/22/2024	750,000.00	736,437.69	736,437.69	4.125	1,804	1,430	4.647 03/31/2029

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**City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
April 30, 2025**

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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
Subtotal and Average			7,524,783.51		7,622,000.00	7,398,395.75	7,526,087.57		1,510 818	3.712	
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 31	0.952	06/01/2025
54438CYL0	10523	LOS ANGELES CA CMNTY CLG DIST		01/05/2023	365,000.00	350,346.50	350,346.50	1.174	1,304 457	4.700	08/01/2026
738850TA4	10522	POWAY UNIFIED SCHOOL DIST		01/04/2023	1,230,000.00	1,172,490.44	1,172,490.44	2.414	1,670 822	4.750	08/01/2027
Subtotal and Average			1,771,335.28		1,845,000.00	1,754,458.19	1,772,836.94		1,598 638	4.205	
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	9,266,827.82	9,266,827.82	9,266,827.82	4.230	1 1	4.230	
52470G882	10561	Western Asset		05/25/2023	0.00	0.00	0.00	5.150	1 1	5.150	
Subtotal and Average			13,133,494.49		9,266,827.82	9,266,827.82	9,266,827.82		1 1	4.230	
Total and Average			67,844,976.04		69,404,365.99	68,347,163.51	69,080,670.03		1,115 535	3.926	

City of Diamond Bar
Portfolio Management
Portfolio Details - Cash
April 30, 2025

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			67,844,976.04		69,404,365.99	68,347,163.51	69,080,670.03		1,115	535	3.926

**City of Diamond Bar
Portfolio Management
Activity Summary
April 2024 through April 2025**

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
April	2024	121	76,618,349.36	3.897	3.951	4.272	6	0	982	513
May	2024	128	79,915,400.95	4.012	4.068	4.332	8	0	964	519
June	2024	132	76,050,781.13	4.031	4.087	4.360	6	4	1,004	544
July	2024	133	74,224,261.93	4.050	4.106	4.516	4	0	1,030	558
August	2024	138	74,032,657.22	4.034	4.090	4.516	11	0	1,081	591
September	2024	135	67,272,606.39	3.934	3.989	4.516	0	1	1,169	620
October	2024	132	64,810,105.07	3.863	3.916	4.516	0	1	1,188	621
November	2024	130	64,611,067.95	3.826	3.879	4.477	0	0	1,186	599
December	2024	128	64,260,131.88	3.789	3.842	4.434	0	0	1,193	579
January	2025	132	69,345,180.36	3.853	3.907	4.366	4	1	1,143	552
February	2025	133	69,316,865.23	3.849	3.903	4.366	2	1	1,154	547
March	2025	136	68,694,224.17	3.861	3.915	4.366	4	2	1,145	559
April	2025	133	69,080,670.03	3.872	3.926	4.281	0	1	1,115	535
Average		132	70,633,253.97	3.913%	3.968%	4.409	3	1	1,104	564

**City of Diamond Bar
Portfolio Management
Interest Earnings Summary
April 30, 2025**

	April 30Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	105,382.11	3,016,291.65
Plus Accrued Interest at End of Period	312,309.60	-1,187,690.40
Less Accrued Interest at Beginning of Period	(269,103.66)	(335,150.44)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	148,588.05	1,493,450.81
Adjusted by Premiums and Discounts	9,322.58	110,935.08
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	157,910.63	1,604,385.89
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	77,123.28	650,929.99
Plus Accrued Interest at End of Period	13,619.55	13,619.55
Less Accrued Interest at Beginning of Period	(22,868.49)	(107,536.09)
Interest Earned during Period	67,874.34	557,013.45
Total Interest Earned during Period		
	216,462.39	2,050,464.26
Total Adjustments from Premiums and Discounts		
	9,322.58	110,935.08
Total Capital Gains or Losses		
	0.00	0.00
Total Earnings during Period		
	225,784.97	2,161,399.34



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager
TITLE: **FIRST AMENDMENT WITH DISCOVERY CUBE ORANGE COUNTY
FOR ENVIRONMENTAL EDUCATION SERVICES.**
STRATEGIC
GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the first amendment with Discovery Cube Orange County for environmental education services, in an amount not-to-exceed \$39,650 per fiscal year.

FINANCIAL IMPACT:

The total compensation for Discovery Cube Orange County will not exceed \$39,650 per fiscal year. Funding is available through the AB 939 Special Fund (Fund 250), which is specifically designated for waste diversion and recycling programs.

BACKGROUND:

The City has partnered with Discovery Cube Orange County for nearly a decade to deliver environmental education programs to public schools in Diamond Bar. The current contract covers the period from July 1, 2024, through June 30, 2027, with an annual budget of \$39,650.

In the past year, the program expanded to include 3rd and 4th grade students, in addition to its original focus on 5th and 6th graders, and also began serving other Diamond Bar-based schools outside the Pomona and Walnut Valley Unified School Districts. The educational program consists of three key components:

1. A live in-school assembly,
2. A take-home activity for continued learning,
3. A field trip to the Discovery Cube facility in Santa Ana.

The program has seen strong participation and positive feedback. In the 2024–2025 school year—the first under the current contract—1,128 students participated, exceeding the annual goal of 725 students. Two new schools, Mount Calvary Lutheran School and the Institute of Knowledge, joined the program due to the expanded scope of services.

Discovery Cube measures student learning outcomes through pre- and post-program assessments. At one of the newly participating schools, post-test scores improved by 40%, demonstrating a strong educational impact. Other participating public schools also showed notable improvements, with some increasing their scores by nearly 25%.

ANALYSIS:

This program directly supports the City's compliance with Senate Bill 1383 by educating students about organics recycling, composting, and overall waste reduction. These educational efforts help the City meet annual outreach and education requirements mandated by CalRecycle.

The proposed contract amendment revises and clarifies the scope of services and compensation structure to align with actual resource needs. The total contract amount remains capped at \$39,650 per fiscal year.

City staff will continue to track key performance metrics, student participation, and program costs to ensure they remain within the available funding from the AB 939 Special Fund through the end of the contract term on June 30, 2027.

LEGAL REVIEW:

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

PREPARED BY:


Tara Reyes, Management Analyst 6/17/2025

REVIEWED BY:

Ryan McLean
Ryan McLean, Assistant City Manager

6/5/2025

Jason Jacobsen
Jason Jacobsen, Finance Director

6/9/2025

Kristina Santana
Kristina Santana, City Clerk

6/10/2025

Daniel Fox
Daniel Fox, City Manager

6/11/2025

Attachments:

1. 5.4.a Discovery Cube First Amendment
2. 5.4.b Discovery Cube Proposal & Exhibit A (Rev.)

**FIRST AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT**

This First Amendment to Consultant Services Agreement ("First Amendment") is made and entered into as of July 1, 2025, by and between the City of Diamond Bar, a municipal corporation ("City"), and Discovery Science Center of Orange County, a California 501 (c)(3) non-profit 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 July 1, 2024, 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. 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. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of thirty-nine thousand six hundred fifty dollars (\$39,650). Section 3 of the Original Agreement is hereby amended to provide for an annual compensation in the amount of thirty-nine thousand six hundred fifty dollars (\$39,650), per fiscal year without the prior authorization of the City.

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”

Discovery Science Center
of Orange County

CITY OF DIAMOND BAR

By: _____
Printed Name: Tina Rolewicz
Title: Vice President of Education

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.

EXHIBIT “A”

SCOPE OF SERVICES

[Behind this page.]



City of Diamond Bar 2024-27 Educational Outreach Proposal

About Discovery Cube

The mission of Discovery Cube is to inspire and educate young minds through engaging and impactful science-based programs and exhibits. With more than 120 hands-on exhibits at Discovery Cube locations and 300 remote-based activities hosted online at Discovery Cube Connect, Discovery Cube offers families, teachers, and students fun and innovative ways to learn about Science, Technology, Engineering, Art, and Math (STEM/STEAM).

At Discovery Cube, we imagine a world of positive change through science education. As a national award-winning science center and a champion of STEM education, we strive to enrich young minds in a safe and constructive environment. Our commitment begins with setting educational goals that focus on important scientific principles that are a part of our everyday lives, influencing the lives of children and their families both on-site at Discovery Cube Orange County and in Los Angeles, and off-site in six Counties across Southern California.

Background

Discovery Cube is committed to offering environmental educational programs through the highly successful Eco Challenge interactive exhibits. These exhibits, which have been part of the City of Diamond Bar's initiative, have reached numerous City of Diamond Bar students through the Assembly and Fieldtrip program and families at community events such as Earth Day, inspiring significant positive change in the community.

Discovery Cube has introduced an Organic Waste Lab as a new addition to the Eco Challenge Exhibits at Discovery Cube OC. With the implementation of SB 1383, this outdoor exhibit is an important educational tool for students and residents to learn about preserving environmental resources through organic recycling and composting. In addition to the Exhibits, we have updated our educational curriculum to include organic waste diversion, recycling, and reduction as outlined under our curriculum overview. We are excited and eager to continue our close collaboration with the City of Diamond Bar community, leveraging our shared resources and expertise to deliver tangible results.

Curriculum Overview

Discovery Cube's innovative environmental science program, 'Greener Pathways: Exploring our Environment,' is a transformative journey for students. It aims to ignite a passion for environmental stewardship from first through sixth grade. Each year, the program will guide students on an inspiring path, shaping them into Earth Guardians – individuals dedicated to protecting our environment, reducing waste, and promoting sustainable living. As they progress through the program, they will delve deeper into the captivating world of environmental science, equipping them with the skills and knowledge to become champions for our planet.

Throughout this program, students will:

- Discover the wonders of our planet's diverse ecosystems and learn why it's crucial to protect them.
- Explore the magic of recycling, composting, and waste reduction, and understand how these actions positively impact our environment.
- Students will not only gain insights into the laws and regulations, such as California's SB 1383, that guide our collective efforts in reducing waste and conserving resources, but they will also actively participate in hands-on activities, community projects, and advocacy initiatives. This interactive approach empowers them to make a meaningful difference in their surroundings, fostering a sense of responsibility and engagement. It's not just about learning; it's about taking action.

In-Class Assembly and Field Trip Grades 3 through 6

DCOC proposes to reach 725 students in public and private Diamond Bar-based schools from the 3rd through 6th grade levels. The Grade-Specific Greener Pathways Environmental Education Program is as follows:

- Interactive in-class instruction using a curriculum developed for the Greener Pathways Environmental education program
- Grade-specific student booklet summarizing key concepts to accompany the in-school assembly
- Online family survey to help gauge home recycling habits
- Incentive of a child's admission ticket to those who participate in the survey.
- Private schools, including Mt. Calvary Lutheran Church, will be part of the City of Diamond Bar's assembly and field trip program as described in this agreement. Any other private schools will be added to the program for this environmental education program at the request of the City of Diamond Bar.
- Field trip to DCOC for the students attending the in-class workshop, with a bus stipend of up to \$750. **Grades include the 3 & 4**

Assembly

- Eco Warriors: Our Mission for a Greener Tomorrow
Objective: To introduce third and fourth-grade students to waste reduction, smart consumer choices, and composting. Students will understand the role of legislation like SB 1383 and will learn how they can take actionable steps to contribute to these efforts.

Grades 5 & 6 Assembly

- Champions of Change: Empowering Environmental Leaders
Objective: To engage fifth and sixth-grade students in interactive learning experiences that will deepen their understanding of environmental sustainability and empower them to take action in their communities.

Field Trip to Discovery Cube Grades 3-6

- Field Trips to Discovery Cube include 1 hour, with a 20-30-minute specific grade-level presentation by Discovery Cube demonstrators for grades 3-6 that aligns with the program content, exploring the Environmental Exhibits and exploring all science center exhibits.

DCOC provides all aspects of Education Program delivery, including:

- Booking of in-school assembly and accompanying field trips
- Providing teachers for the in-school assembly and assigning staff to lead field trips while at DCOC.
- Procuring, storing, and managing delivery of classroom supplies and equipment and educational booklets needed to complete the Workshop
- Collecting, analyzing, and reporting on home surveys

Virtual Visit Programs:

DCOC will continue to offer a virtual visit option to eligible schools. This option would function very similarly to the traditional in-school program, except instruction taking place online via Microsoft Teams webinar. The booking process would be identical to an in-person assembly, with DCOC reaching out to only approved schools and grade levels to promote and book the program. A webinar will be used instead of an in-class presentation on the event day. This presentation will be done live, over the internet, allowing students and our educators to communicate and interact. Instead of using keypads for polling during onsite presentations, DCOC will send an online survey to the participants to collect learning data and a digital version of the booklet.

DCOC will provide educational outreach at the following community events:

- Earth Day: City of Diamond Bar Annual Community Event
- Parks Summer Program: Organic educational interactive outreach activities for K-6 Grade Level
- (Optional) Any additional events (e.g., America Recycles Day) will be on an as-needed basis. The City Staff will notify DCOC 90 days before the event and approve when this service request is needed. The rate for (1) one educator for 50 students is \$2,300.

Term

DCOC proposes to provide the Education program for three years, beginning in 2024-25 and ending in 2026-27.

Cost and Fee Schedule

- **Exhibit A**, outlines the City of Diamond Bar's Compensation Schedule, which details the cost and fee structure. Exhibit A specifies that an initial start-up payment is made at the beginning of the school year to cover the program's capital costs and content creation.

Summary

The innovative approach of the Greener Pathway's Education program perfectly fits the City of Diamond Bar and its current outreach programs. Please forward any questions regarding this proposal to Isabel Rios, Director of Partner Relations, at lrrios@discoverycube.org.

EXHIBIT "A"

CITY OF DIAMOND BAR COMPENSATION SCHEDULE

2024-25 through 2026-27 EDUCATION PROGRAM COMPENSATION SCHEDULE				
Title	Description	Rate Per Student	Student Target	Total Projected Cost
<i>Grades 3-6 Assembly Programs (Public/Private Schools)</i>	<i>Grade-specific Greener Pathways environmental education assemblies</i> • 3-4 Eco Warriors • 5-6 Champions of Change	\$10.00	725	\$7,250
<i>Grades 3-6 Booklets (Public/Private Schools)</i>	<i>Grade-specific Greener Pathways environmental education booklets</i>	\$3.00	725	\$2,175
<i>Grades 3-6 Surveys & Tickets (Public/Private Schools)</i>	<i>Grade-specific Greener Pathways environmental education Surveys and Tickets</i>	\$5.00	725	\$3,625
<i>Grades 3-6 Field Trip (Public/Private Schools)</i>	<i>Field trips to Discovery Cube Orange County's Eco Challenge Exhibits</i> • 3-4 Eco Warriors • 5-6 Champions of Change	\$14.00	425	\$5,950
<i>Bus Stipend (Public/Private Schools)</i>	<i>Field Trip Grades 3-6 (Up to 45 students per bus)</i>	Up to \$750.00	9 Buses @ 45 Students per Bus	\$6,750
<i>Administrative Fee</i>	<i>Teacher Equipment - includes props, supplies, and IT equipment for field trips and outreach programs.</i>	\$7,000	One-Time Annual Fee	\$7,000
<i>Earth Day</i>	<i>Annual Community Event</i>	2/Educators	150 Residents	\$3,450
<i>Parks Summer Program K-6</i>	<i>Annual Summer Event for K-6 Grade Level Organic Educational Interactive Outreach Activities</i>	2/Educators	100-200 Students	\$3,450
Subtotal				\$39,650



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager
TITLE: **AGREEMENT WITH CITYGREEN CONSULTING FOR SOLID WASTE CONSULTING SERVICES THROUGH JUNE 30, 2027.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, a contract with CityGreen Consulting for solid waste consulting services through June 30, 2027.

FINANCIAL IMPACT:

The total not-to-exceed contract amount is \$100,000 (\$50,000 per fiscal year). Funding is included in the FY 25/26 budget under the AB939 (Fund 250) Special Fund.

BACKGROUND:

The City's Environmental Services team relies on several consultants to support solid waste and recycling programs, including waste hauler contract management, compliance with state reporting requirements, and oversight of the Edible Food Recovery Program, which requires certain businesses to donate surplus food. These services have traditionally been split across three separate contracts. With this new contract, the City plans to consolidate these efforts under a single vendor to improve coordination and efficiency.

The contract also includes support for SB 54—the state's new plastic pollution reduction law—which is still being implemented. This law includes a statewide ban on polystyrene (Styrofoam), which affects many businesses. The consultant will help educate affected businesses, assist them in finding sustainable alternatives, and support compliance with the new requirements.

ANALYSIS:

CityGreen Consulting has worked with the City for several years and has proven to be a reliable and capable partner. A request for proposals (RFP) was released on February 5 and closed on February 28. Four proposals were received:

Vendor	Annual Cost
Abound Food Care	\$20,025.00
CityGreen Consulting	\$68,690.00
Go2Zero	\$139,346.23
HF&H Consultants	\$244,000.00

Although Abound Food Care submitted the lowest bid, their proposal did not fully meet the City's scope of work or program goals. CityGreen Consulting provided the most responsive bid, offering the best balance of experience, qualifications, and cost.

Since the City has made substantial progress in transitioning to new waste hauler contracts (set to begin in September), the overall scope of work for the consultant has been scaled down accordingly.

The proposed Agreement includes an initial two-year term through June 30, 2027, with the option for two 1-year extensions with City Manager approval.

LEGAL REVIEW:

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

PREPARED BY:

Tara Reyes
Tara Reyes, Management Analyst

6/17/2025

REVIEWED BY:

Ryan McLean
Ryan McLean, Assistant City Manager

6/5/2025

Jason Jacobsen
Jason Jacobsen, Finance Director

6/5/2025

Kristina Santana
Kristina Santana, City Clerk

6/5/2025

Daniel Fox
Daniel Fox, City Manager

6/11/2025

Attachments:

1. 5.5.a CityGreen Consulting Draft Agreement 2025-2027

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of July 1, 2025 by and between the City of Diamond Bar, a municipal corporation ("City") and CityGreen Consulting ("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, on an as-needed basis, the solid waste and recycling consulting 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.

Tara Reyes, Management Analyst (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, 2025, and shall continue until June 30, 2027 ("Term"), unless earlier terminated pursuant to the provisions herein.

The City Manager 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 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-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 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 One hundred thousand dollars (\$100,000) 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. As scheduled services are completed, 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. City will pay Consultant the amount invoiced the 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.

(3) The Consultant's obligations to indemnify, defend and hold harmless the City shall survive termination of 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 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.

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. 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.

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. Reserved.

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. Reserved.

21. 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.

22. 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.

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

24. 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.

25. Reserved.

26. 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.

27. 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 Green Consulting
30181 Outpost Road
San Juan Capistrano, CA 92675
Attn.: Michael Balliet, President
Phone: 949-378-2205
E-Mail: mballiet@citygreenconsulting.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

28. 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.

29. 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.

30. 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"

CityGreen Consulting, LLC

By: _____
Michael Balliet, President/ Owner

"City"

CITY OF DIAMOND BAR

By: _____
Daniel 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.*

PROPOSAL TO PROVIDE

Solid Waste Consulting Services

Prepared by



CityGreen Consulting, LLC
30181 Outpost Road
San Juan Capistrano, CA 92675

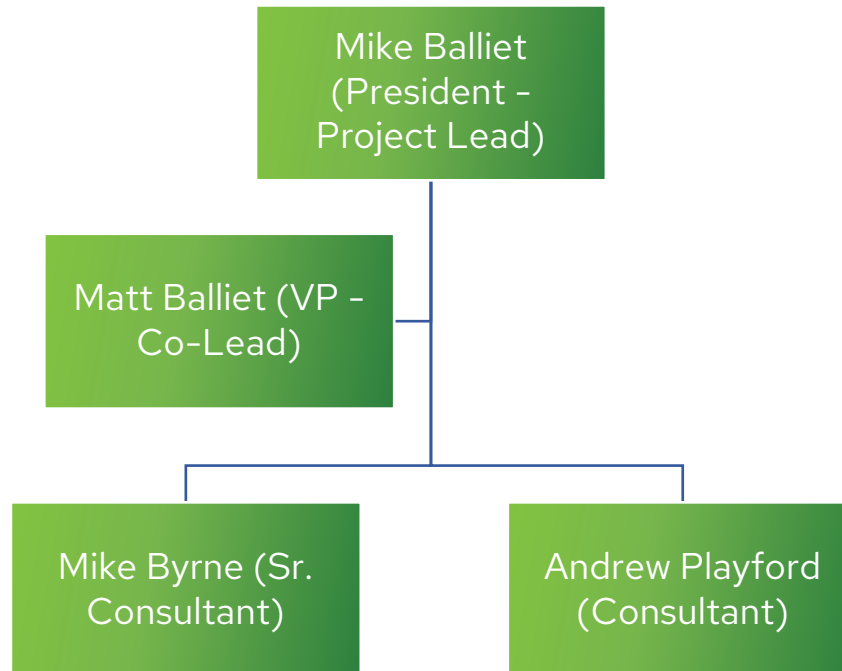
February 28, 2025



Prepared for

City of Diamond Bar
Attn: City Manager's Office
21810 Copley Drive
Diamond Bar, CA 91765

1-Project Team



Our project team is very familiar with the City of Diamond Bar as a current consultant to the City. For this project Mike Balliet will serve a project lead, planning and refining all aspects of project work through active communication with the city staff. He will also serve as the primary point of contact. He will also perform 20% of our proposed scope work.

Matt Balliet will act as co-project lead, assisting in project management and administration tasks. In addition to directly performing task work, Matt Balliet will track staff consultant hours and deliverables and lead bi-weekly internal meetings to review the efficiency and quality of project work. Matt will lead project efforts dealing with outreach and education, any website updates, and also with technical assistance related to commercial recycling and edible food programs. Matt's involvement will encompass 18% of our project work.

Mike Byrne will perform 26% of task work, bringing his 35-years of experience managing solid waste and compliance programs, as well as the contractual and compliance efforts of multiple hauler as a Senior Management Analyst for the City of Irvine for 26 of his 30 years with that jurisdiction. He is in his 5th year with our firm and is responsible for edible food programs, business technical assistance programs, hauler and generator compliance reviews, and additional SB 1383

compliance programs that include procurement, records management, and program monitoring/enforcement activities.

Andrew Playford will perform 36% of task work, providing technical assistance and site visits to assess and support business recycling and edible food recovery program, perform compliant related inspections, and other task support functions. In Andrew's 4 years with the firm, he has worked and excelled in all areas of our compliance consulting practice.

A more detailed summary of the experience of all project team members is provided below:

Michael Balliet, Principal

Since 1991, Michael Balliet has been providing franchise hauler negotiation, management, auditing, compliance program development and implementation, and technical assistance programs to help local jurisdictions comply with state mandates. He has worked with well over 50 municipalities and helped the University of California, Irvine to establish cost-saving waste management programs, eventually assisting them in starting their own hauling service. Mr. Balliet also developed an innovative food waste recycling program for the Disneyland Resort in the mid-1990s and has helped thousands of businesses develop recycling programs through City-sponsored technical assistance programs. He has been the business technical assistance consultant for the City of Irvine since 2014.

Mr. Balliet has extensive experience preparing all State-mandated integrated waste management planning documents (SRRE, HHWE & NDFE) and implementing all compliance programs established therein. He was an early innovator of non-exclusive commercial franchised hauling services and has managed the Costa Mesa non-exclusive franchise since its creation in 1992. He has developed and implemented all of Costa Mesa's compliance programs since that time, including an award-winning (CRRRA 2022) contractor self-haul permit program to increase city revenues while helping them comply with expanded CalGreen project monitoring requirements. This 34-year record of accomplishment demonstrates his ability to effectively represent the city's interests while achieving full compliance with a multitude of regulations.

Michael L. Balliet (Mike)

Email: mballiet@citygreenconsulting.com

Phone: 949-378-2205

Matthew Balliet, Vice President

Matthew Balliet has over 6 years' experience in all aspects of solid waste consulting, joining the practice after his graduation from the University of Montana and working in all aspects of the business for 5 years, prior to taking a career opportunity in marketing, technology, and brand management in Nashville, Tennessee. He returned to CGC last year to head-up our CityGreen Connect software program development and roll-out, as well as provide project consulting support to our growing client roster. Matthew has

extensive experience in managing hauler compliance efforts, implementing business technical assistance programs, and auditing the finances and facilities of waste haulers.

Matthew Balliet (Matt)

Email: mattballiet@citygreenconsulting.com

Phone: 949-378-6187

Mike Byrne, Senior Consultant

Our project team includes Mike Byrne who brings extensive experience in municipal government and the solid waste field, gained over his 30 years as a senior management analyst with the City of Irvine. He spent 26 of those years as lead analyst overseeing the planning and implementation of the city's solid waste and recycling service delivery and compliance programs, managing program budgets, and pursuing numerous local and state grant funding opportunities to support the program. Mr. Byrne has assisted in negotiations of city solid waste franchise agreements, interacted with key stakeholders including elected officials, executive management and the public, continually interacted with developers and property managers, and oversaw the work of several consultants to ensure the city's constant compliance with California state recycling mandates. Mike has provided invaluable project support over his past 5 years with CGC.

Andrew Playford, Consultant

Andrew Playford has been working in all areas of the consulting practice for the past 4 years. This University of Indiana graduate has consistently demonstrated dedication to exemplary client service and quickly mastering all areas of our consulting practice. He transitioned from an internship to full-time employment two months ahead of schedule and has successfully spearheaded compliance program roll-out in Irvine, Costa Mesa, Chino, Irvine and Los Alamitos, as well as edible food recovery programs in Cypress, La Palma, Claremont, and Los Alamitos.

CityGreen Consulting has also been at the forefront of developing waste hauler compliance systems and technical assistance programs to help businesses and institutions comply with recycling mandates, ranging from small retail or office locations to some of California's largest commercial entities like Disneyland, The Irvine Company, and the University of California. To facilitate compliance, we have created several compliance tracking and reporting programs, and we have a proven track record of representing local jurisdiction interests to CalRecycle.

We have never been the subject of any legal investigation by anyone at any time. We are a trusted resource for all our clients and believe we offer the best service and technology available. We urge you to reach out to the references provided as they can attest to our experience in providing the assistance you are seeking, as well as the quality of our work.

2-Qualification & Experience

CityGreen Consulting, LLC (CGC) is a California Corporation in good standing. Our Entity Number is 202359519603. Our Federal Tax ID number is 93-4489144. Michael Balliet (34 years' experience) is the President and CEO. Matthew Balliet (6 years' experience) is the Vice President. Mike Byrne (35 years' experience) and Andrew Playford (4 years' experience) are our project consultants.

We pride ourselves on maintaining long-term clients. The City of Diamond Bar has been a client for over 10 years. Costa Mesa has been our client since 1992. The City of Laguna Woods since their incorporation in 2001. The Cities of Irvine, Los Alamitos, and the Costa Mesa Sanitary District have also been clients for over 10 years. Other current clients include the cities of Fullerton, Chino, Cypress, Fountain Valley, Rolling Hills Estates, Selma, Claremont, Westminster, Signal Hill, La Palma, the Midway City Sanitary District, and the Costa Mesa Sanitary District. More information about our company can be found on our website.

<http://www.citygreenconsulting.com/>

CGC, through its founder Michael Balliet, has been assisting local governments in California since 1991. For the past 34 years we have helped municipal and county governments comply with State regulations, by creating and implementing all required compliance programs for AB 939, AB 341, AB 1826, CalGreen, AB 827, SB 1383, etc. and managing their waste haulers and other vendors/components of their solid waste systems. We regularly develop, implement and manage compliance programs for our clients. We current provide both business recycling technical assistance and edible food recovery programs for a number of jurisdictions. We also have a good working relationship with CalRecycle and are currently helping two client cities navigate through the JACE review process.

We were one of the first consultants to create and manage non-exclusive hauler franchises in California and have established/managed both exclusive and non-exclusive franchises since the 1990s. We also have many years of experience auditing haulers and their facilities (financial and performance reviews). We regularly help local governments develop ordinances and franchise agreements and have recently done quite of bit of this work to assist both established and new clients deal with incorporating SB 1383 mandates into their code and agreements. We have also helped many cities with their hauler selection process (RFP/RFQ) and in rate negotiations, within established agreements. The lowest franchise rates in Orange County, and likely the State, are enjoyed by the City of Los Alamitos. They have been our client since 2013. We have also recently helped the Central California cities of Reedley, Selma and Dinuba select new trash haulers and incorporate SB 1383 requirements into their franchise agreements. We are currently working on a similar project with the City of Fullerton.

As mentioned, we also have a long working relationship with the City of Diamond Bar and are very familiar with your compliance programs and both franchised waste haulers, whom we manage in a number of client cities.

The following is a sampling of current clients that you may contact for references:

City of Costa Mesa, CA - 1992 to Present

City Contact:

Raja Sethuraman, Public Services Director

RAJA.SETHURAMAN@costamesaca.gov or 714-754-5343

Kevin Gaxiola, Sr. Management Analyst

KEVIN.GAXIOLA@costamesaca.gov or 714-754-5303

Midway City Sanitary District – 2024 to Present

District Contact:

Ashley Davies, Director of Services & Program Development

adavies@midwaycitysanitaryca.gov or (714) 893-3553

City of Chino – 2024 to Present

City Contact:

Xochitl (So-chee) Huerta, Sr. Management Analyst

xhuerta@cityofchino.org or (909) 334-3357

City of Irvine – 2013 to Present

City Contact:

Ryan Tenney, Management Analyst

RTenney@cityofirvine.org or 949-724-6379

Ryan Ramos, Management Analyst

RRamos@cityofirvine.org or 949-724-6250

City of Cypress – 2020 to Present

City Contact:

Doug Dancs PE, Public Works Director

DDancs@cypressca.gov or 714-229-6740

Kirsten Graham, Senior Management Analyst

kgraham@cypressca.org or 714-229-6748

City of Los Alamitos – 2013 to Present

City Contact:

Ron Noda, Deputy City Manager

RNoda@cityoflosalamitos.org or 562-431-3538 x500

Irving Montenegro, Development Services Manager

IMontenegro@cityoflosalamitos.org or 562-357-4514

Costa Mesa Sanitary District – 2013 to Present

City Contact:

Scott Carroll, General Manager

scarroll@cmsdca.gov or 949-645-8400 ext 230

City of Fullerton – 2024 to Present

City Contact:

Michelle Duron, Solid Waste & Recycling Specialist

michelle.duron@cityoffullerton.com or 714-738-6778

Additional references available upon request.

3-Project Understanding

We regularly handle all aspects of compliance and solid waste system management. Turn-key service is something we have been providing since the 1990's. We have recently onboarded several new clients who required a full assessment of SB 1383 compliance, subsequently addressing all areas of non-compliance, and providing ongoing program management. This includes two jurisdictions who retained us to assist with current JACE reviews (Midway City/Westminster & Chino). We are currently managing business technical assistance programs and edible food recovery programs for over a half-dozen clients. This experience demonstrates our knowledge and ability to fit the specific rolls the City of Diamond Bar wishes to assign to augment its compliance and system management efforts.

We have a long track record of working well with your franchise haulers and have multiple decades of experience with both, in addition to the past 10 years assisting the City of Diamond Bar. Our additional experience with your hauler's includes: 1) Valley Vista Services - City of Cypress and previously for the City of Industry; and 2) Waste Management - cities of Costa Mesa, Irvine, Chino, and Rolling Hills Estates.

We have developed the following scope of work to demonstrate our understanding of what the city is seeking and the level of assistance we believe is required.

Task 1 – Contract Management

As presented in our qualifications, we have managed and audited franchised haulers as an agent for local governments since 1992, including several multiple hauler franchises. Our firm has successfully helped client cities manage hauler service transitions and new program rollouts throughout our 30+year history. Since 2020, we have assisted with well over a dozen franchise hauler transitions and/or new service rollouts. We are experienced and well qualified to assist the City with all contract management functions listed in the RFP.

At this juncture, both the City and its franchised haulers are well underway in planning the transition of service and we envision little or no issues that will require significant assistance by our firm. We are budgeting ten (10) hours of principal level assistance for roll-out and contract management to support City staff.

No deliverables for this task, which is projected to be limited to attending meetings and reviewing items presented by the City. The annual "compliance review" of generator programs will be conducted under Task 2.

Task 2 – SB 1383 Compliance

We have been providing technical assistance and education programs to businesses since we started in this industry in 1991. In preparation for SB 1383, we began edible food programs for client jurisdictions in 2020. We have performed both residential and commercial route reviews and provide waste composition studies for one of our clients each quarter. We also advise and assist most of our clients with procurement, both for Recycled Organic Content material and paper products. We believe we are uniquely positioned to provide the best all-inclusive SB 1383 compliance assistance to the City of Diamond Bar.

Direct Outreach and Education

We believe your commercial sector will experience some challenges with the transition to Waste Management's 3-container service. Valley Vista Services recently obtained a High Diversion Organic Waste Processing Facility designation from CalRecycle. The first such facility in Southern California. For this reason, we believe you will have a larger number of 2-container program recipients than is typical, and a tougher task to educate and motivate them on their transition to a 3-container program. We have currently proposed to help the city identify these accounts and I believe there should be an effort started as soon as possible to explain the transition in service to them, building up the advantages of source separation. Technical assistance to these businesses, helping to right-size service and refine indoor container placement and usage is seen as another key direct education and outreach need for this contract. After year one, we believe technical assistance should transition to assisting locations that receive contamination or overflow charges, signaling ongoing issues the city should address as a monitoring/enforcement action.

Deliverables will be either a site visit form or a program recommendations report for each technical assistance recipient. We will also maintain a tracking database listing business detail, assistance provided, compliance status, assistance notes and listing of educational materials delivered, and notations if inspections or enforcement actions are needed.

Route Reviews and Field Inspections

Complete residential route reviews can be time consuming and costly. We are assuming they are not required but can be performed if needed. It is also highly likely commercial route reviews for contamination are covered Waste Management's Smart-Trucks. We are assuming the city would

like us to perform route reviews on a spot check or follow-up basis, and that our primary work in this subtask would be field inspections of various non-compliance issues. Based on our work in other jurisdictions, field inspections would entail responses to complaints, investigating locations identified as not participating or exhibiting contamination and overflows per hauler reports. We perform these types of inspections for virtually all our clients.

Our deliverables would include an inspection tracking database, which we would support with inspection forms that would ultimately either note resolution of the issue or escalate it to an enforcement action.

Edible Food Recovery Program

CityGreen Consulting has streamlined edible food recovery programs over the 3+ years we have been providing them for our clients. We have established with CalRecycle that annual inspections of both generators and in-city organizations/collectors do not need to be performed every year. A rotating 3-year schedule, that eventually covers everyone, is considered sufficient by the State. We would work with the city to establish your Tier 1 and 2 generator's compliance status and determine when/if they have received an inspection. We are assuming inspections have not been done. We believe it is beneficial to have us perform inspections and ensure that each generator receives their annual education and outreach material from us. In addition, we highly recommend that the city require annual reporting of edible food donations by the generator, as this keeps you engaged with them, even in years you are not performing inspections. Inspections of edible food recovery organizations and collectors is vital, as the city is ultimately responsible to provide program support (including financial support) to these volunteer organizations, if they cannot handle the 20% increase in donations prescribed by SB 1383. Inspections allow the city to know how they are doing, what items they may need for expansion or to keep up with current demand and provide us with website listing and other contact information. The latter is important, as the city should promote these organization to your residents and businesses on your website and at City functions. Featuring information on how to volunteer your time or donate money to these worthy causes benefits these organizations and helps insulate the City from the financial burden program support could entail.

Deliverables include a generator compliance status database that features annual touchpoints and material provide, who is providing collection services, confirmation of written agreements, and pounds donated information. Deliverables also include a database, providing all contact information for edible food organizations in the city, as well as collector providing services in the city, along with types of food donations accepted, approximate amount of Diamond Bar donations in the previous year, and additional capacity available for increased donations. We will also provide the city with an educational notice, completed inspection forms, and assistance in updating your website and/or providing written lists and copy.

As part of our project pricing, we are including a \$4,000 annual cost for a Chow Match or Careit subscription that would allow every Tier 1 and 2 generator in the city access and use of this

compliance software. The cost may be less, but we do not know how many generators your current/previous contractor may have established.

Recovered Organic Waste Product (ROWP) Procurement

We assist a number of jurisdictions in this area and believe procurement should be addressed in two parts:

1. Qualifying compost, mulch, and energy product procurement or credits, to meet SB 1383 mandated levels, require planning and projections, as well as tracking and conversion into ton-equivalents. Also, certain vendor certifications and proof of procurement, and an annual procurement opportunity study needed for your ROWP program.
2. Recycled content paper procurement should also be tracked, and certifications and vendor data requirements, related to recycled paper products, must be obtained.

We have previously shared guidance sheets with the city that references the relevant regulations for all procurement requirements, so you are likely covered and simply need help identifying, obtaining, and maximizing your ROWP procurement. In addition, you likely require clarification and assistance with ways to lower your procurement target and/or expand your ability to obtain procurement credit from vendor purchases. We are currently helping a number of clients do just that.

We would initially perform an ROWP inventory, starting with making sure you have addressed means to lower your procurement target. Second step is contracting and seeing who might be able to provide you with procurement credit for their purchases or product use. From there we would review ROWP purchased for 2024 and make sure appropriate documentation and procurement records are on file. We would then go through the various procurement opportunities we are aware of, to see if the city is interested in pursuing them. We the assist the city in filling out their procurement planning tool for CY 2025 and make sure CY 2024 procurement is logged and finalized.

Project deliverables would include a completed procurement planning report (with amended requirement, if applicable; two procurement tracking database containing all key metrics required by regulations, and supporting document folders for certifications, invoices, and other related records. Deliverables will also likely include revised vendor agreements, policy documents and reports.

Task 3 – SB 54 Compliance

SB 54 is still in its relative infancy, with its regulations likely to undergo some fine-tuning based upon needs assessment data and potential push back on regulations. We would initially recommend working with the City's business license records to identify any producers of single use plastics in the city. These businesses should be contacted to see if they are aware of the regulations, what measures they have taken to date to reduce the weight of single use plastics

they sell and reduce the number of plastic components. A 25% reduction in both is required. Second, identification of wholesalers or retailers in the city that are selling single-use plastics. We recommend a survey to identify products they sell that would fall under SB 54. Lastly, work with the City's residential and commercial haulers to identify the approximate percentage of single-use plastics (listed as covered materials by the State), to identify the approximate cost impact to the city. The last task we propose in the short-term is an internal review of single-use plastics by the city and developing an alternative products list for consideration.

Deliverables will include databases of single-use plastics manufacturers, distributors, and retailers in the city, and education material specific to them. A report establishing single use plastic disposal, both citywide and specific to city facilities. Where applicable, we will develop lists of alternative items to purchase and/or provide recommendations on material bans. Deliverables may also include education material for stakeholders impacted by material bans.

Project Hours Allocation								
Task	Individual	Hours	Individual 2	Hours	Individual 3	Hours	Individual 4	Hours
Task 1 - Contract Management								
New Service Roll-Out Assistance	Mike Balliet	6.00						
Address Roll-Out Compliant	Mike Balliet	4.00						
Hauler Contract Compliance	Mike Balliet							
Task 2 - SB 1383 Compliance								
Direct Outreach & Education	Mike Balliet	16.00	Matt Balliet	16.00	Mike Byrne	24.00	Andrew Playford	44.00
Route Reviews and Field Inspections	Mike Balliet	14.00			Mike Byrne	16.00	Andrew Playford	48.00
Edible Food Recovery Program	Mike Balliet	6.00	Matt Balliet	12.00	Mike Byrne	48.00	Andrew Playford	80.00
ROWP Procurement	Mike Balliet	12.00			Mike Byrne	12.00		
Task 3 - SB 54 Compliance								
Manufacturer, Distributor, and Seller Database	Mike Balliet	6.00			Mike Byrne	14.00		
List of covered materials and Educational Material Development	Mike Balliet	3.00	Matt Balliet	32.00	Mike Byrne	12.00		
		67.00		60.00		126.00		172.00
		16%		14%		30%		40%

4-Cost for Services

Based upon the RFP assistance requests, and our assessment of activity required to meet the City's needs, we are estimating 425 hours per- year will be required for contracted service. The table below shows our proposed hours, hourly billing rates, and costs for this project, both by task and overall.

Task	Individual or Item	Hours	Hourly Rate	\$
Task 1 - Contract Management				\$ 1,450.00
	Mike Balliet	10.00	\$ 145.00	\$ 1,450.00
	Matt Balliet	0.00	\$ 125.00	\$ -
	Mike Byrne	0.00	\$ 110.00	\$ -
	Andrew Playford	0.00	\$ 110.00	\$ -
Task 2 - SB 1383 Compliance				\$ 40,380.00
	Mike Balliet	48.00	\$ 145.00	\$ 6,960.00
	Matt Balliet	28.00	\$ 125.00	\$ 3,500.00
	Mike Byrne	100.00	\$ 110.00	\$ 11,000.00
	Andrew Playford	172.00	\$ 110.00	\$ 18,920.00
Task 3 - SB 54 Compliance				\$ 8,165.00
	Mike Balliet	9.00	\$ 145.00	\$ 1,305.00
	Matt Balliet	32.00	\$ 125.00	\$ 4,000.00
	Mike Byrne	26.00	\$ 110.00	\$ 2,860.00
	Andrew Playford	0.00	\$ 110.00	\$ -
		Total Proposed Budget =	\$	49,995.00

5-Insurance Requirements

As a current vendor to the City of Diamond Bar, our insurance coverages and known to meet your requirements.

6-Consulting Services Agreement

We agree with the City's Consulting Services Agreement terms and conditions.

7-Subcontracting

We are not using any subcontractors for this engagement.

8-Conflict of Interest

CityGreen Connect, LLC, its officers and employees have no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City. Consultant further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Consultant certifies that to the best of Consultant's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the City.

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CityGreen Consulting, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☒ **LLC.** Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **S**
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

30181 Outpost Road

6 City, state, and ZIP code

San Juan Capistrano, CA 92675

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

9 3 - 4 4 8 9 1 4 4

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 for Part II, later.

Sign Here Signature of U.S. person

Date

2-1-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/10/2025

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 Beissel & Cobb Insurance Svcs P.O. Box 131238 Carlsbad, CA 92013-1238 License #: 0F79328	CONTACT NAME: Regina Blanchard PHONE (A/C, No, Ext): (760)895-2555 FAX (A/C, No): E-MAIL ADDRESS: COIs@BandCIns.com <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Hartford Underwriters Insurance - 30104</td> <td>30104</td> </tr> <tr> <td>INSURER B: Hiscox Insurance Company - 10200</td> <td>10200</td> </tr> <tr> <td>INSURER C:</td> <td></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: Hartford Underwriters Insurance - 30104	30104	INSURER B: Hiscox Insurance Company - 10200	10200	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Underwriters Insurance - 30104	30104														
INSURER B: Hiscox Insurance Company - 10200	10200														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Citygreen Consulting LLC 30181 Outpost Rd San Juan Capistrano, CA 92675-1507															

COVERAGES

CERTIFICATE NUMBER: 00004948-191607

REVISION NUMBER: 24

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	72SBABC6R97	01/03/2025	01/03/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			72SBABC6R97	01/03/2025	01/03/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PL			P102.761.145.2	01/03/2025	01/03/2026	Each Occurren 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Diamond Bar is named additional insured as per attached

CERTIFICATE HOLDER

CANCELLATION

City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765	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 (RRB)
---	--



(2) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Policy will then apply directly to the mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Policy:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgageholder's rights to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this Policy, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this Policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this Policy.

3. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

4. Other Insurance

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

5. Policy Period, Coverage Territory

a. We cover loss or damage commencing:

(1) During the policy period shown in the Declarations; and

(2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.

b. The coverage territory is:

(1) The United States of America (including its territories and possessions);

(2) Puerto Rico; and

(3) Canada.

6. Transfer Of Rights of Recovery Against Others To Us

a. If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

(1) Prior to a loss to your Covered Property; or

(2) After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(a) Someone insured by this insurance;

(b) A business firm:

(i) Owned or controlled by you; or

(ii) That owns or controls you; or

(c) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.



This will not restrict your insurance.

- b. Any recovery from subrogation proceedings, less costs incurred by us in such proceedings, will be payable to you in the proportion that the amount of:
 - (1) Any applicable deductible; and/or
 - (2) Any provable uninsured loss,
 bears to the entire provable loss amount.

G. PROPERTY DEFINITIONS

1. "Communication supply services" means property, including overhead transmission lines, supplying communication services, including telephone, radio, microwave or television services, to the "scheduled premises", such as:
 - a. Communication transmission lines, including optic fiber transmission lines;
 - b. Coaxial cables; and
 - c. Microwave radio relays except satellites.
2. "Computer" means:
 - a. Programmable electronic equipment that is used to store, retrieve and process data; and
 - b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" includes those used to operate production-type machinery or equipment.

3. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a "computer" or device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.

"Electronic data" it is not considered physical property under this Coverage Part and is covered only as expressly provided for in this Coverage Part. Any such coverage does not indicate that "electronic data" is considered to be tangible property subject to physical loss or physical damage for purposes of any business interruption coverage or other coverage that requires physical loss or physical damage.

4. "Employee"
 - a. Means:
 - (1) Any natural person:
 - (a) While in your service (and for 60 days after termination of service); and
 - (b) Whom you compensate directly by salary, wages or commissions; and
 - (c) Whom you have the right to direct and control while performing services for you;
 - (2) Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the premises;
 - (3) Any natural person who is your partner or member of a limited liability corporation;
 - (4) Any natural person, whether or not compensated, while performing services for you as the chairman or a member of any committee;
 - (5) Any natural person who is a non-compensated officer;
 - (6) Any natural person who is a director or trustee while acting as a member of any of your elected or appointed committees or while acting within the scope of the usual duties of an "employee";
 - (7) Any natural person who is a non-compensated volunteer, while performing services for you that are usual to the duties of an "employee";



- (8) Any natural person who is a former employee, director, partner, member, representative or trustee retained as a consultant while performing services for you;
 - (9) Any natural person who is a student intern who is pursuing studies or acting within the scope of the usual duties of an "employee";
 - (10) Any natural person, who is a student enrolled in your facility, while handling or has possession of property or funds in connection with sanctioned student activities; and
 - (11) The spouses of and children over 18 years old who reside with any "employee" who is a building manager, superintendent or janitor. Each family is deemed to be, collectively, one "employee" for the purposes of this insurance, except that any Termination Condition applies individually to the spouse and children.
- b. "Employee" does not mean:
- (1) An agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) Any manager, director, partner, member or trustee, except while acting within the scope of the usual duties of an "employee".
- 5. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
 - 6. "Manager" means a person serving in a directorial capacity for a limited liability company.
 - 7. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
 - 8. "Money" means:
 - a. Currency, coins and bank notes in current use; and
 - b. Travelers checks, registered checks and money orders held for sale to the public.
 - 9. "Operations" means your business activities occurring at the "scheduled premises" and tenantability of the "scheduled premises".
 - 10. "Period of restoration"
 - a. Means the period of time that:
 - (1) Begins:
 - (a) The number of hours shown in the Declarations after the time of direct physical loss or direct physical damage for Business Income coverage; or
 - (b) Immediately after the time of direct physical loss or direct physical damage for Extra Expense coverage;
 caused by or resulting from any Covered Cause of Loss at the "scheduled premises"; and
 - (2) Ends on the earlier of:
 - (a) The date when the property at the "scheduled premises" should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (b) The date when your business is resumed at a new, permanent location; or
 - (c) Exhaustion of the number of consecutive months as shown on the Declarations.
 - b. Does not include any increased period required due to enforcement of or compliance with any ordinance or law that:
 - (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2) Requires any insured or others to test for, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to "pollutants and contaminants".

The expiration date of this Coverage Part will not cut short the "period of restoration".

- 11. "Pollutants and contaminants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, or any other material which causes or threatens to cause physical loss, physical damage, impurity to property, unwholesomeness, undesirability, loss of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

We waive any right of recovery we may have against:

- a.** Any person or organization shown in the Declarations, or
- b.** Any person or organization with whom you have a contract that requires such waiver.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. Amended Coverage:

The following is added to Section **A. COVERAGES**:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" or "non-owned auto".

B. The following changes are made to Section **B. EXCLUSIONS**:

1. Exclusion **g. Aircraft, Auto Or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employer's Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".
3. Exclusion **f. Pollution** is deleted and replaced by the following:

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) That are, or that are contained in any property that is:

- (i) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (ii) Otherwise in the course of transit by or on behalf of the "insured"; or
- (iii) Being stored, disposed of, treated or processed in or upon the covered "auto".

(b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or

(c) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (a) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (i) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (ii) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in Paragraphs **15.f.(2)** and **15.f.(3)** of the definition of "mobile equipment".

Paragraphs (b) and (c) above do not apply to accidents that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (i) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (ii) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. The following exclusion is added:

Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the insured arising out of the operation of an "auto" owned by the insured in the course of the fellow "employee's" employment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



5. The following exclusion is added:

Care, Custody Or Control

Coverage does not apply to "property damage" involving property owned or transported by the insured or in the insured's care, custody or control.

- C. With respect to "hired auto" and "non-owned auto" coverage, Section **C. WHO IS AN INSURED** is deleted and replaced by the following:

1. The following are insureds:

- a. You.
- b. Your "employee" while using with your permission:
 - (1) An "auto" you hire or borrow; or
 - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
 - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
- c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
 - (1) The owner or anyone else from whom you hire or borrow an "auto".
 - (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - (4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.
- d. Anyone liable for the conduct of an insured described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" or "non-owned auto" covered by this endorsement, the following changes are made to Section **E. LIABILITY AND MEDICAL EXPENSES CONDITIONS**:

1. The following condition is added:

Other Insurance

- a. Except for any liability assumed under an "insured contract" the insurance provided by this endorsement is excess over any other collectible insurance.
However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".
- b. When this endorsement and any other endorsement, coverage part, or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our endorsement bears to the total of the limits of all the endorsements, coverage parts, and policies covering on the same basis.

2. The following condition is added:

Two Or More Coverage Parts, Endorsements, Or Policies Issued By Us

If this endorsement and any other endorsement, coverage part or policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum Limit of Insurance under all the endorsements, coverage parts, or policies shall not exceed the highest applicable Limit of Insurance under any one endorsement, coverage part, or policy. This condition does not apply to any endorsement, coverage part, or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



3. The following condition is added:

Financial Responsibility Laws

- a. With respect to a "hired auto" or "non-owned auto" to which this insurance applies, when this endorsement is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by this endorsement for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to a "hired auto" or "non-owned auto" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

- E. The following changes are made to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

1. The following definition is added:

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. The following definition is added:

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

- a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
- b. Customer's "auto" that is in your care, custody or control for service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

We waive any right of recovery we may have against:

- a.** Any person or organization shown in the Declarations, or
- b.** Any person or organization with whom you have a contract that requires such waiver.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. Amended Coverage:

The following is added to Section **A. COVERAGES**:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" or "non-owned auto".

B. The following changes are made to Section **B. EXCLUSIONS**:

1. Exclusion **g. Aircraft, Auto Or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employer's Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".
3. Exclusion **f. Pollution** is deleted and replaced by the following:

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) That are, or that are contained in any property that is:

- (i) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (ii) Otherwise in the course of transit by or on behalf of the "insured"; or
- (iii) Being stored, disposed of, treated or processed in or upon the covered "auto".

(b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or

(c) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (a) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (i) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (ii) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in Paragraphs **15.f.(2)** and **15.f.(3)** of the definition of "mobile equipment".

Paragraphs (b) and (c) above do not apply to accidents that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (i) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (ii) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. The following exclusion is added:

Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the insured arising out of the operation of an "auto" owned by the insured in the course of the fellow "employee's" employment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



5. The following exclusion is added:

Care, Custody Or Control

Coverage does not apply to "property damage" involving property owned or transported by the insured or in the insured's care, custody or control.

- C. With respect to "hired auto" and "non-owned auto" coverage, Section **C. WHO IS AN INSURED** is deleted and replaced by the following:

1. The following are insureds:

- a. You.
- b. Your "employee" while using with your permission:
 - (1) An "auto" you hire or borrow; or
 - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
 - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
- c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
 - (1) The owner or anyone else from whom you hire or borrow an "auto".
 - (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - (4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.
- d. Anyone liable for the conduct of an insured described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" or "non-owned auto" covered by this endorsement, the following changes are made to Section **E. LIABILITY AND MEDICAL EXPENSES CONDITIONS**:

1. The following condition is added:

Other Insurance

- a. Except for any liability assumed under an "insured contract" the insurance provided by this endorsement is excess over any other collectible insurance.
However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".
- b. When this endorsement and any other endorsement, coverage part, or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our endorsement bears to the total of the limits of all the endorsements, coverage parts, and policies covering on the same basis.

2. The following condition is added:

Two Or More Coverage Parts, Endorsements, Or Policies Issued By Us

If this endorsement and any other endorsement, coverage part or policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum Limit of Insurance under all the endorsements, coverage parts, or policies shall not exceed the highest applicable Limit of Insurance under any one endorsement, coverage part, or policy. This condition does not apply to any endorsement, coverage part, or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



3. The following condition is added:

Financial Responsibility Laws

- a. With respect to a "hired auto" or "non-owned auto" to which this insurance applies, when this endorsement is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by this endorsement for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to a "hired auto" or "non-owned auto" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

- E. The following changes are made to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

1. The following definition is added:

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. The following definition is added:

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

- a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
- b. Customer's "auto" that is in your care, custody or control for service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2024

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 Beissel & Cobb Insurance Svcs P.O. Box 131238 Carlsbad, CA 92013-1238	CONTACT NAME: Regina Blanchard	
	PHONE (A/C, No, Ext): (760)659-5661	FAX (A/C, No):
	E-MAIL ADDRESS: COIs@BandCIns.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Citygreen Consulting LLC 30181 Outpost Rd San Juan Capistrano, CA 92675-1507	INSURER A: Hartford Underwriters Insurance - 30104	30104
	INSURER B: Hiscox Insurance Company - 10200	10200
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 00004948-0

REVISION NUMBER: 6

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	72SBABC6R97	01/03/2024	01/03/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			72SBABC6R97	01/03/2024	01/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PL			P102.761.145.1	01/03/2024	01/03/2025	Each Occurren 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Diamond Bar is named additional insured as per attached

CERTIFICATE HOLDER

CANCELLATION

City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765	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 (RRB)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

We waive any right of recovery we may have against:

- a. Any person or organization shown in the Declarations, or
- b. Any person or organization with whom you have a contract that requires such waiver.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. Amended Coverage:

The following is added to Section A. **COVERAGES**:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" or "non-owned auto".

B. The following changes are made to Section B. **EXCLUSIONS**:

1. Exclusion **g. Aircraft, Auto Or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employer's Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".
3. Exclusion **f. Pollution** is deleted and replaced by the following:

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) That are, or that are contained in any property that is:

- (i) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (ii) Otherwise in the course of transit by or on behalf of the "insured"; or
- (iii) Being stored, disposed of, treated or processed in or upon the covered "auto".

(b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or

(c) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (a) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (i) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (ii) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in Paragraphs **15.f.(2)** and **15.f.(3)** of the definition of "mobile equipment".

Paragraphs (b) and (c) above do not apply to accidents that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (i) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (ii) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. The following exclusion is added:

Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the insured arising out of the operation of an "auto" owned by the insured in the course of the fellow "employee's" employment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**5. The following exclusion is added:****Care, Custody Or Control**

Coverage does not apply to "property damage" involving property owned or transported by the insured or in the insured's care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Section C. WHO IS AN INSURED is deleted and replaced by the following:**1. The following are insureds:**

- a. You.
- b. Your "employee" while using with your permission:
 - (1) An "auto" you hire or borrow; or
 - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
 - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
- c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
 - (1) The owner or anyone else from whom you hire or borrow an "auto".
 - (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - (4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.
- d. Anyone liable for the conduct of an insured described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" or "non-owned auto" covered by this endorsement, the following changes are made to Section E. LIABILITY AND MEDICAL EXPENSES CONDITIONS:**1. The following condition is added:****Other Insurance**

- a. Except for any liability assumed under an "insured contract" the insurance provided by this endorsement is excess over any other collectible insurance.
However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".
- b. When this endorsement and any other endorsement, coverage part, or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our endorsement bears to the total of the limits of all the endorsements, coverage parts, and policies covering on the same basis.

2. The following condition is added:**Two Or More Coverage Parts, Endorsements, Or Policies Issued By Us**

If this endorsement and any other endorsement, coverage part or policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum Limit of Insurance under all the endorsements, coverage parts, or policies shall not exceed the highest applicable Limit of Insurance under any one endorsement, coverage part, or policy. This condition does not apply to any endorsement, coverage part, or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



3. The following condition is added:

Financial Responsibility Laws

- a. With respect to a "hired auto" or "non-owned auto" to which this insurance applies, when this endorsement is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by this endorsement for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to a "hired auto" or "non-owned auto" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

E. The following changes are made to Section F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. The following definition is added:

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. The following definition is added:

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

- a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
- b. Customer's "auto" that is in your care, custody or control for service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 06/19/2024

5.5.a

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 PAYCHEX INSURANCE AGENCY, INC. 225 KENNETH DRIVE ROCHESTER, NY 14623	CONTACT NAME: Paychex Insurance Agency, Inc. PHONE (A/C, No, Ext): 877-266-6850 FAX (A/C, No): E-MAIL ADDRESS: FlexCerts@paychex.com INSURER(S) AFFORDING COVERAGE INSURER A: Sequoia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED CityGreen Consulting LLC 30181 Outpost Rd San Juan Capistrano, CA 92675	NAIC # 22985

COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	NA	N	QWC1350877	02/08/2024	02/08/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765	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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Agenda #: 5.6
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **CONSULTANT SERVICES AGREEMENT WITH ARCHITERRA DESIGN GROUP TO PROVIDE LANDSCAPE PLAN CHECKING AND INSPECTION SERVICES THROUGH JUNE 30, 2028.**
STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Consulting Services Agreement with Architerra Design Group, to provide Landscape Plan Check and Inspection Services through June 30, 2028.

FINANCIAL IMPACT:

The proposed three-year Consultant Services Agreement authorizes the consultant to submit invoices to the City for a not-to-exceed amount of \$125,000 per fiscal year. No additional appropriation is required, as the costs associated with the consultant's landscape plan check services are funded through application and processing fees paid by project applicants.

BACKGROUND:

On July 1, 2020, the City executed a three-year Consultant Services Agreement with David Evans and Associates to provide landscape plan check services. The original agreement included two one-year extension options, both of which the City exercised. The current extension expires on June 30, 2025.

CONSULTANT SELECTION PROCESS:

On May 2, 2025, the City published a Request for Proposals (RFP) through PlanetBids, inviting landscape architecture firms to submit proposals for landscape plan check services. Twenty firms viewed the RFP, and the City received proposals from the following seven firms:

- Architerra Design Group (ADG)
- David Evans and Associates
- Hirsch & Associates, Inc.
- Ladayu Consulting Group
- LRM Associates, Inc.
- Van Dyke Landscape Architects
- Willdan Engineering

After reviewing the proposals, contacting other municipal clients and conducting a final interview, staff determined that ADG is the firm most likely to deliver the highest overall value to the City's project applicants. The following discussion highlights the key reasons that led to this determination.

- **Relevant Experience.** ADG has extensive experience working with numerous municipalities and public agencies as on-call landscape architects, providing design review, plan check, and inspection services. Current clients include the cities of San Dimas, Wildomar, Murrieta, Baldwin Park, Chino, Menifee, Moorpark, Signal Hill, San Gabriel, and Hesperia.
- **Competitive Rates.** The firm offers competitive fixed hourly rates.
- **Strong References.** ADG received outstanding references highlighting its efficiency, exceptional customer service, and ability to deliver thorough, detailed project reviews in a timely manner.
- **Workplace Stability.** The firm fosters a supportive workplace culture, offers comprehensive employee benefits, and encourages long-term staff tenure.
- **Regulatory Knowledge.** The firm actively monitors California legislation related to landscape and water efficiency and keeps cities informed of new requirements, such as updates to the California Building Code, the Model Water Efficient Landscape Ordinance, AB 1572 (Non-Functional Turf), CALGreen Standards, and the latest CAL FIRE Very High Fire Severity Zone mapping and restrictions.
- **Community Engagement.** A member of the ADG team currently serves on the Design Review Committee for the City of Murrieta.
- **Familiarity with the Area.** ADG has completed several landscape design projects within the City, including Sycamore Canyon Trail and Park, Peterson Park, Silvertip Park, Stardust Park, Longview South Park, Starshine Park, Diamond Bar High School, and Chaparral Middle School.

Cost Comparison

ADG's hourly rates were among the lowest of all proposals received. The table below compares hourly rates by position; roles anticipated to generate the most billable hours are highlighted in yellow. ADG's proposal includes two billing tiers: one for the first year,

and another for years two through five.

Two firms—Hirsch & Associates and Willdan Engineering—proposed lump-sum plan check review fees rather than hourly rates. Staff compiled a separate comparison table for these firms.

Firms with Hourly Rate Billing Structures

Firm	Personnel	Per Hour
Architerra Design Group	Principal	\$200.00 / \$220.00
	Director	\$175.00 / \$190.00
	Project Manager	\$135.00 / \$150.00
	Landscape Designer	\$125.00 / \$140.00
	Municipal Plan Checking / Site Inspection	\$125.00 / \$135.00
	Water Auditor	\$125.00 / \$135.00
	CAD Designer	\$100.00 / \$110.00
	Clerical	\$65.00 / \$70.00
David Evans & Assoc.	Sr. Project Manager	\$290.00
	Sr. Landscape Architect	\$200.00
	Landscape Architect	\$185.00
	Sr. Landscape Designer	\$165.00
	Sr. Irrigation Specialist	\$165.00
	Landscape Plan Checker	\$150.00
	Landscape Designer	\$150.00 / \$140.00
	Accounting	\$130.00
Ladayu Consulting	Plan Checking / Site Inspection	\$200.00
	Associate Engineer	\$110.00
LRM Assoc.	Landscape Architect	\$150.00
	Site Inspection	\$150.00 + hourly time spent
VDLA	Principal	\$205.00
	Associate / Design Director	\$155.00
	Project Manager	\$150.00
	Landscape Designer / Project Administrator	\$125.00
	Plan Checker	\$135.00
	Landscape / Irrigation Inspector	\$135.00
	GPS Surveyor	\$135.00
	GPS Survey Crew (2) Team Members	\$245.00
	Admin	\$105.00

Firms with Flat Rate Billing Structures

Firm	Service	Rate
Hirsch & Assoc.	Per Project Plan Check Review Fee	\$2,600.00
	Inspections / Site Review	\$600.00
	Irrigation Water Audit by others Review	\$300.00
	Irrigation Audit and report for HAI	\$1,800.00
Willdan Engineering	Landscaped areas totaling 500 to 7,500 square feet	\$1,200 for 2 plan check reviews. \$1,200 plus \$150.00/hour for 3 rd check
	Landscaped areas totaling 7,501-15,000 square feet	\$1,680 for 2 plan check reviews. \$1,680 plus \$150.00/hour for 3 rd check
	Inspections	\$960.00

Transparent Invoicing

One of the main factors in selecting ADG was their transparent invoicing. References contacted during the vetting process confirmed that ADG provides clear, itemized invoices, with the time spent on each task aligning with reasonable expectations. Although landscape plan check services are funded by applicant fees, the City remains responsible for ensuring cost-effective and transparent service delivery. ADG's fixed hourly rates will support the advancement of Strategic Plan Objective 2.1: Open, Engaged, and Responsive Government—particularly the strategy to "ensure contract service providers meet contractual expectations and deliver high-quality services."

Project Manager

Ms. Jennifer Liroy will serve as the primary point of contact. She brings over 10 years of experience as a Senior Landscape Designer, including hands-on construction experience. Her portfolio spans residential and commercial projects, and she is highly skilled in reviewing and evaluating landscape plans for balanced and effective design solutions. Known for her reliability and professionalism, Ms. Liroy has passed two of the four required licensure exams on her first attempt, with final certification pending.

Mr. Gregg Denson, President and Director of Design at ADG, will oversee the plan check work and collaborate with Ms. Liroy. Mr. Denson has 27 years of professional experience in landscape architecture.

LEGAL REVIEW:

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

PREPARED BY:
Mayuko Nakajima, Senior Planner

6/17/2025

REVIEWED BY:
Greg Gubman, Community Development Director

5/29/2025

Attachments:

1. 5.6.a Consultant Services Agreement

CONSULTING SERVICES AGREEMENT

Design Professional

THIS AGREEMENT (the "Agreement") is made as of **July 1, 2025**, by and between the City of Diamond Bar, a municipal corporation ("City") and Architerra Design Group, a California 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 landscape plan checking and inspection 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.

The Community Development Director, Greg Gubman, or his designee (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, 2025, and shall continue until June 30, 2028 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 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-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 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 **One Hundred Twenty-Five Thousand Dollars (\$125,000)** per fiscal year 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, 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. 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. 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 agents or 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, State agency, including the Public Employee Retirement System, 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, its employees or subconsultants, 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 a business license with the City of Diamond.

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. To the maximum extent permitted by Civil Code section 2782.8, Consultant shall defend, indemnify 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 Consultant's employees or Consultant's contractors;

(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. 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. Except for the

Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind; and

(3) Any and all claims for 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.

(4) The Consultant's obligations to indemnify, defend and hold harmless the City shall survive termination of 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;

(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; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of \$1,000,000. If such insurance is on a claims' made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

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 ten (10) day's 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 except for professional liability insurance, 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. In the case of professional liability insurance, such coverage shall be issued by companies either licensed or admitted to conduct business in the State of California so long as such insurers possesses the aforementioned Best's rating.

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 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 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 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 mailing 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. Except as otherwise authorized by the City's Project Manager, **Jennifer Lioy** shall be the person who primarily performs the work provided under this Agreement. 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.

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 as agreed to by and between the Project Manager and the Consultant. Plan check review shall be conducted within 10 business days of receipt of plans.

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. 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.

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”

Architerra Design Group
10221-A Trademark Street
Rancho Cucamonga, CA 91730
Attn.: Gregg Denson, President
Phone: (909) 484-2800 ext. 1015
E-Mail: gdenson@architerradesigngroup.com

“CITY”

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765-4178
Attn.: Dan 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.

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"

ARCHITERRA DESIGN GROUP

By: 
 Gregg Denson
 President

"City"

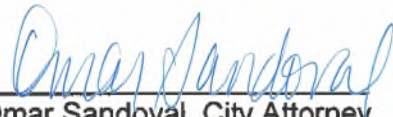
CITY OF DIAMOND BAR

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.*



2. Qualifications of Firm and Personnel

Communication Method and Turnaround Time Frames for Landscape and Irrigation Plan Check Services:

Within two (2) business days of receiving a transmittal and review documents, ADG will confirm receipt and provide a projected completion date. Standard plan checks will be completed within 10 business days for initial submittals, and within 5 business days for resubmittals.

If delays are anticipated, ADG will notify the City in writing within five (5) business days of receipt and request an extension, if needed.

Reviews will include a detailed comment matrix/checklist, narrative comments, and recommended revisions or conditions of approval. A sample checklist is included in the Appendix.

For electronic reviews, ADG primarily uses Bluebeam but is open to other platforms preferred by the City.

Communication Method and Turnaround Time Frames for Landscape Site Inspection Services:

All inspection requests from the City should be directed to both ADG's Municipal Plan Check Coordinator and Site Inspector to ensure timely coordination. Within two (2) business days of receiving a request, approved plans, and a fully executed Certificate of Completion (with all required attachments), ADG will contact the applicant to schedule the inspection.

Prior to the visit, ADG will review the plans and prepare the inspection report. Inspections will be conducted within three (3) business days whenever possible. Following each visit, ADG will submit a PDF inspection report to the City within two (2) business days, noting compliance or required corrections. If corrections are needed, the applicant will contact ADG to schedule a re-inspection.

The Plan Check Coordinator manages the initial request and required documents. The Site Inspector delivers the report and communicates any compliance issues or follow-up needs with the applicant.





3. Understanding and Approach

Statement of Understanding – Plan Checking

As the City's landscape architect plan check consultant, we would provide landscape architecture design review assistance to Planning Staff throughout the design review process, plan check reviews and comments on submitted plans, and provide site inspections to verify landscape plans were installed according to approved plans. We understand and will plan check for conformance with the goals and policies of Diamond Bar, as applicable to landscape architectural site design, landscape planting and irrigation design. Our plan review methods have been refined and updated throughout the years for accuracy and to comply with the most up to date requirements of the current California Model Water Efficient Landscape Ordinance. We will employ the current city plan review checklists developed by Architerria on behalf of the City, ensuring attentive, thorough and most of all accurate results. We have been at the forefront of water efficient landscape design and planning, have helped develop WELO compliance guidelines and have performed these tasks for multiple public agencies and private developers.

Streamlining the Development Process

We understand the need for projects to proceed through the development process in an efficient manner and will make every effort to expedite and streamline the process. By providing our Municipal Plan Check Coordinator as the primary contact for all plan checking and site inspection related services, we are able to effectively manage and track incoming projects, ensuring all assignments are completed in an orderly, timely manner. As described in the upcoming section entitled "Typical Approach and Methodology", our team will deliver items within or ahead of the City's required time frames. We also pride ourselves on responding to email inquiries both from staff and from applicants with a sense of urgency, helping to clear the path forward for project progress. To further help streamline the process, we have developed and can continue to refine the comprehensive 'Plan Check' checklists for both preliminary and plan check reviews, tailored to the landscape and irrigation requirements of the City.

Furthermore, we can continue to provide the City with valuable feedback on current guidelines, standards, and code section to clarify those items or develop new documents when requested – making clear the requirements and the path forward for applicants which allows them to make progress on their submittals without using valuable Staff resources.

Quality Assurance Program in Regards to High Workloads:

Unlike larger firms, our modest size gives our Clients the advantage of working with an experienced staff member from project start to finish, which increases the level of service and product quality throughout all phases of project development. Furthermore, our licensed project managers will provide plan check and site inspection backup for Jennifer and Alexis for instances when they are out of the office, providing the City with continuous availability and managerial coordination.



3. Understanding and Approach

Experienced Issues and Our Solutions to Address Them

In her time as Municipal Plan Check coordinator, Ms. Lioy has demonstrated a deft ability to resolve conflicts in all project stages, working with cities, designing Landscape Architects, and applicants to come to an agreeable solution that meets the City's needs and has described briefly an example below.

In Murrieta, a multi-family project was proposed that required perimeter screening trees along the proposed parking and a concept was approved showing the required trees. Upon receipt of the post-entitlement plan set for review, a series of issues were observed: the planter for the trees was now less than the 5-foot width required, the trees were located within a bumper overhang conflicting with parked cars, and the trees were in direct conflict with newly proposed solar carports above. Ms. Lioy worked closely with the designing project Landscape Architect and the assigned Planner through series of corrections, emails, and meetings to arrive an agreeable solution which entailed re-selecting smaller trees, meeting the City's requirements. Ms. Lioy works through similar conflicts daily work to improve projects and ensure they align with applicable code requirements.

Billing:

Our billing cycle concludes on the 24th of each month, with invoices dated for the last calendar day of the month. Invoices will be submitted electronically via email or through the City's preferred submission method. Upon request, a detailed backup of time entries can be included with each invoice, along with documentation for any mileage incurred during site inspections.

Resolution of Applicant Appeals:

Ms. Lioy works has worked extensively with Planning staff to resolve applicant appeals through various methods including attending internal coordination meetings with staff, meetings with applicants and staff, brainstorming with all parties on design alternatives, providing conceptual design alternatives via plan and elevation graphics, revising project conditions of approval to meet both the intent of the code and mitigate applicant concerns, and by providing Planning staff with a reliable and experienced sounding board when it comes to landscape issues and potential resolutions.

For complex problems, higher level staff including our Director of Design and project managers are consulted to reach the most logical and suitable resolution that meets the intent of code and addresses applicant's concerns.

Managing Increases in Workload:

To ensure consistent staffing and project continuity, our project manager, licensed landscape architect Peter Dalman (PLA #5488), will provide backup support for Jennifer during any periods she may be out of the office. This approach allows us to maintain seamless communication and managerial coordination with the City, even during times of increased workload or staff absence.



3. Understanding and Approach

Adaptation of Technology

Technical skills range from the preparation of simple design tissue sketches to formal and elaborate presentation plans, perspective drawings, construction documents, design guidelines, manuals, and construction observation services. The office is fully CAD-automated and we utilize programs such as Adobe Creative Suite, and BlueBeam (which has been the agency preferred software for plan checks).

Scope of Work Statement/Typical Approach and Methodology for Plan Check Services:

We offer the following "Typical Approach" as a model of the scope of services that we will use for performing plan check reviews as part of the City's development review, and construction plan check processes. It includes expected duties and responsibilities as required by the City, as well as other anticipated tasks to complete the work.

Municipal Plan Check Coordinator Jennifer Lioy will be the plan check and contract manager and the main point of contact for the City along with providing regular and timely progress reports for all plan review services. Our in-house site inspector, Alexis Rendon, will provide inspection services for the city. Mr. Rendon is experienced with the requirements and implementation of various Municipal Landscape Ordinances and is well versed in water-wise and drought tolerant landscape irrigation design. We currently provide landscape inspections for the cities of Wildomar, Murrieta, Menifee and San Gabriel. Mr. Rendon will advocate the City's position and conduct field inspections to review conformance with installation per the approved plans.



*Sycamore Canyon Park
and Trail, Diamond Bar





3. Understanding and Approach

“Typical” Scope of Services – Landscape & Irrigation Plan Check Review and Site Inspection Services:

A. Plan Check Review

- Receive two printed copies, or digital files, of the submitted Landscape Plans, and reference plans, from City staff.
- Receive, track, review, and comment on landscape/irrigation design plans in a comprehensive and organized format, utilizing a checklist approved by the City, in accordance with the Water Efficient Landscaping Guidelines. All documents provided by ADG shall be in digital format for returning to the City.
- Evaluate preliminary landscape and irrigation plans in a timely manner for conformance with the goals and policies of the City's General Plan, Zoning Codes, Specific Plans, and applicable Design Guidelines.
- Review of civil engineer grading plans, as needed, to ensure consistency with landscape plans.
- Attend virtual or in-person meetings with the City, property owners, private developer Landscape Architects and applicants to provide comments, recommendations, conditions of approval, and alternative design illustrations, during the development process.
- Provide written redlined comments, revisions, recommendations, and specialized conditions of approval.
- Review plans for conformance, the City's Water Efficient Landscaping Ordinance, WELO, and Fuel Modification requirements.
- Receive all necessary reference material from City staff, such as street improvement plans, grading plans, utility plans, etc.
- Review plan base information against provided reference material.
- Review post-entitlement landscape and irrigation plans for completeness against the project's conditions of approval and consistency with the approved development plans.
- Review and check calculations, testing results, assertions, and other technical portions of reports.
- Verify that maintenance responsibility is included/indicated on the plans. (ADG is not responsible for maintenance of the project)
- Advocate the City's position in meetings with developers and/or other consultants.
- Perform a variety of cost estimates, small studies, general project management activities, and provide general support to City staff.
- Return one digital copy of the submitted Landscape Plans to City staff for distribution to the submitting landscape architect.
- Coordinate with City staff as needed for due diligence, ensuring plan check reviews completed are aligned with the City's vision and any special project-specific circumstances. Maintain availability to coordinate with City staff during business hours.



3. Understanding and Approach

“Typical” Scope of Services – Landscape & Irrigation Plan Check Review and Site Inspection Services: (Continued)

- Review of the City's advanced planning projects, including development of residential design guideline and objective design standards, as needed.
- Attend Design Review Board (DRB), Planning Commission, City Council, and other City meetings, as requested. Virtual meetings preferred.
- Create and maintain a system for tracking the review status for project applications and plan checks and provide Planning Division staff with access to tracking system. (example could be through a sharable document such as Google Docs, or the like)
- Discuss and coordinate, efficiently provide phone and/or meeting consultation to submitting landscape architect (consultant) regarding the prepared redline comments as needed.

B. Site Inspections

- Assist Planning Division staff with providing technical support at preconstruction meetings, as needed.
- Assist Planning Division staff with assessing project conformance with approved landscape and irrigation plans. Travel to sites, conduct field inspections, and assist staff as needed to perform inspections of completed development projects and infill properties.
- Conduct interim inspections as needed during the landscape construction process to ensure installation of irrigation and landscaping complies with the approved construction plans, project conditions of approval, applicable Specific Plan requirements, and the City's Water Efficient Landscape Guidelines.
- Confer/coordinate with the project landscape architect, contractor, etc., in the field and office as needed to provide direction/clarification on correction issues.
- Verify that landscape and irrigation audits are conducted by the developer's third- party consultant, as required by the City's Water Efficient Landscape Guidelines.

**Sycamore Canyon Park and Trail, Diamond Bar*





4. Fee Proposal

It is understood that the projects assigned will vary in both scope and fees, and that the final fee amount and scope of work for each assigned project will be billed hourly or as a negotiated not-to-exceed fee with the City at the time of the assignment.

ADG Billing Rates (first year):

• Principal.....	\$200.00/Hour
• Director.....	\$175.00/Hour
• Project Manager.....	\$135.00/Hour
• Landscape Designer.....	\$125.00/Hour
• Municipal Plan Checking...	\$125.00/Hour
• Site Inspection.....	\$125.00/Hour
• Water Auditor.....	\$125.00/Hour
• CAD Designer.....	\$100.00/Hour
• Clerical.....	\$ 65.00/Hour

ADG Billing Rates (years 2-5):

• Principal.....	\$220.00/Hour
• Director.....	\$190.00/Hour
• Project Manager.....	\$150.00/Hour
• Landscape Designer.....	\$140.00/Hour
• Municipal Plan Checking...	\$135.00/Hour
• Site Inspection.....	\$135.00/Hour
• Water Auditor.....	\$135.00/Hour
• CAD Designer.....	\$110.00/Hour
• Clerical.....	\$ 70.00/Hour

Reimbursable Expenses

The following costs shall be reimbursed at cost, and are not included in the Basic Fee for Services:

- Expense of reproductions for generation of original drawings, plan check submittals and construction bidding, including printing, plotting, Xerox copying, photo reproductions.
- All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.
- Cost of postage and shipping expenses other than first class mail.
- Agronomic Soil Testing.
- Photographic services, film and processing.
- Cost of models, special rendered exhibits, promotional photography, special process printing, special equipment, special printed reports or publications maps and documents approved in advance by Client.
- Agency Processing and fees paid for securing approval of agencies having jurisdiction over the Project. (Plan check fees, variance applications, etc.).
- Fees for additional special consultants retained with the approval of Client.



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **MAINTENANCE SERVICES AGREEMENT WITH WOODS MAINTENANCE SERVICES, INC. (DBA GRAFFITI CONTROL SYSTEMS) TO PROVIDE GRAFFITI ABATEMENT SERVICES THROUGH JUNE 30, 2028.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Maintenance Services Agreement with Woods Maintenance Services, Inc. to provide graffiti abatement services through June 30, 2028.

FINANCIAL IMPACT:

The total not-to-exceed amount set forth in the Maintenance Services Agreement is \$131,940 (\$43,980 annually). Sufficient funds are included in the FY 2025/26 budget for graffiti removal services. For subsequent fiscal years, the annual amount will be based on the approved budget.

BACKGROUND:

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. The original Agreement included two one-year extension options. The City has thus far exercised all of its options, and the current extension expires on June 30, 2025.

On April 1, 2025, the City published a detailed Request for Proposals (RFP) through PlanetBids, inviting qualified firms to submit proposals to provide graffiti removal services. Twenty-four vendors viewed the RFP and four submitted proposals: Essential Blasting, Inc., Superior Property Services, Urban Graffiti Enterprises and WMS.

DISCUSSION:

After a comprehensive review of the submitted proposals, staff recommends entering into a renewed Maintenance Services Agreement with Woods Maintenance Services, Inc. (WMS). The recommendation is based on several key factors outlined below.

WMS has delivered exemplary graffiti abatement services to the City for the past 32 years. Their long-standing familiarity with Diamond Bar allows for a seamless continuation of service, without the need for a learning curve. WMS technicians are highly responsive and routinely conduct proactive patrols of known graffiti hotspots, often removing tags before they are even reported. The company has also demonstrated consistent reliability in responding to emergency service requests on non-scheduled days.

Of the four proposals received—submitted by Essential Blasting, Inc., Superior Property Services, Urban Graffiti Enterprises, and WMS—all offered flat, all-inclusive monthly rates. The table below summarizes the proposed costs for one service day per week, which is the current level of service provided since 2020:

VENDOR	NOT TO EXCEED AMOUNT (1 SERVICE DAYS PER WEEK)	
	MONTHLY	ANNUALLY
SUPERIOR GRAFFITI SOLUTIONS	\$ 2,476	\$ 29,712
ESSENTIAL BLASTING, INC.	\$ 3,500	\$ 42,000
WOODS MAINTENANCE SERVICES	\$ 3,655	\$ 43,860
URBAN GRAFFITI ENTERPRISES	\$ 4,000	\$ 48,000

While Superior Graffiti Solutions proposed the lowest cost, their service model is based primarily on responding to reported incidents. In contrast, the other vendors—including WMS—propose a more robust service approach involving full-day deployments to actively canvas the City and address graffiti, in addition to responding to specific service requests.

WMS's proposal also includes four complimentary callouts per year on non-service days—an estimated added value of \$3,400 annually. These additional services provide important flexibility in addressing urgent graffiti incidents outside the regular service schedule.

Staff further supports WMS's selection due to the technical quality and detail demonstrated in their proposal. Their field staff employ advanced, eco-friendly methods tailored to the surface material—whether porous, non-porous, or painted. Painted surfaces are restored from “reveal to reveal” to avoid unsightly patchwork repairs, and color matching is performed in the field to ensure seamless blending. Technicians also utilize a 360-degree inspection method to ensure all graffiti in the surrounding area is identified and removed.

In addition to graffiti removal, WMS is equipped to abate sticker vandalism and other forms of tagging. Their in-house training emphasizes safety, customer service, and proper use of specialized materials and equipment. Many of their employees have been with the company for over 20 years, reflecting stability and expertise that is difficult to match.

The WMS proposal demonstrates a deep and thorough understanding of the City's needs and their continued commitment to quality, safety, and responsive service. Therefore, the WMS proposal is recommended as the best overall value and in the best interest of the City. Consistent with Diamond Bar Municipal Code Section 3.24.070(a), contracts for professional services shall be awarded on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of services at the best overall value to the City, and shall not be awarded solely on the lowest cost.

LEGAL REVIEW:

The City Attorney has approved the attached Agreement as to form.

PREPARED BY:

Greg Gubman

Greg Gubman, Community Development Director

6/17/2025

REVIEWED BY:

Greg Gubman

Greg Gubman, Community Development Director

6/4/2025

Jason Jacobsen

Jason Jacobsen, Finance Director

6/9/2025

Attachments:

1. 5.7.a Maintenance Services Agreement

MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of July 1, 2025 by and between the City of Diamond Bar, a municipal corporation ("City") and Woods Maintenance Services, dba Graffiti Control Systems, a California Corporation ("Contractor").

1. Contractor's Services.

Subject to the terms and conditions of this Agreement, Contractor shall provide graffiti removal services to the reasonable satisfaction of the City, as detailed in Exhibit "A," which is incorporated herein by reference. Services shall be performed on one (1) regularly scheduled day per week, to be mutually agreed upon by the City and Contractor. In addition, Contractor shall respond to up to four (4) unscheduled service requests per fiscal year for graffiti removal on days other than the regularly scheduled service day.

As a material inducement for the City to enter into this Agreement, the Contractor represents and warrants that it has conducted a thorough investigation of the scope of work and fully understands the challenges and limitations involved. The Contractor further represents that it is fully qualified to perform the required services based on its experience, as well as the training, education, and expertise of its principals and employees.

Greg Gubman, Community Development Director (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, 2025, and shall continue until June 30, 2028 ("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 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-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 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 ONE HUNDRED THIRTY-ONE HUNDRED FIVE HUNDRED EIGHTY Dollars (\$131,580) 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 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. 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 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.

10. 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.

11. 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.

12. 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.

13. Conflict of Interest.

A. Contractor 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 Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor 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. Contractor 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. Contractor'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 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. 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.

24. 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”

Woods Maintenance Services, Inc.
dba Graffiti Control Systems
7250 Coldwater Canyon Avenue
North Hollywood, CA 91605
Attn.: Josh Woods
Phone: (818) 764-2515
E-Mail: joshwoods@graffiticontrol.com

“CITY”

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765-4178
Attn.: Greg Gubman
Phone: (909) 839-7030
E-mail: GGubman@DiamondBarCa.gov

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

26. 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.

27. 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"

"City"

WOODS MAINTENANCE SERVICES, INC.
dba GRAFFITI CONTROL SYSTEMS

CITY OF DIAMOND BAR

By: Barry K. Woods

By: _____
Dan Fox, City Manager

Printed Name: Barry Woods

Title: President

By: Josh Woods

ATTEST:

Printed Name: Josh Woods

Title: COO

Kristina Santana, City Clerk

Approved as to form:

By: Omar Sandoval
Omar Sandoval, City Attorney

State of California "CONTRACTOR'S" License No.: 741322

CONTRACTOR'S Business Phone: 818-764-2515

Emergency Phone: 310-415-5083
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”
SCOPE OF WORK

3) Scope of Work/Work Plan

The two most important aspects when performing on any contract, no matter the type, no matter for whom, and no matter for what services, are the same: **Know the Scope & Communicate**. Woods knows that so long as these two items are attended to, the project will run successfully.

Know the Scope

Woods has contracted with the City of Diamond Bar for over 20 years, including for the services included in this solicitation. Additionally, we perform these tasks daily for multiple municipal clients. Woods is very familiar with the City, especially the locations where there are difficult logistical issues and the hot spot locations that we are regularly called upon to perform graffiti removal services.

It is plainly understood that we can be contacted at any time, day or night, week, or weekend, to be called in to provide emergency services, and we have always responded, as Greg Gubman, Angie Hernandez, Arlene Laviera, and Stella Marquez (since retired) can all attest to. Woods takes immense pride in its continuing ability to always avail ourselves to our clients as problems arise—including most recently in another City when we worked in tandem with a law enforcement unit to remove graffiti in areas where we required a police escort. We arranged the time, place, and manner by which to remove these vandalism incidents in conjunction with police staff, and the project went off without a hitch. This is just one example of the type of work we can provide.

Suffice to say, during our more than 40 years working as a graffiti removal contractor and over 30 in Diamond Bar, we have removed graffiti from just about every type of surface at every type of property, at every time of day or night, weekday, or weekend. Although the taggers may not access the areas they tag in a safe manner, rest assured, Woods' technicians have been comprehensively trained in all safety rules and regulations, and if for any reason they feel unsafe while performing an abatement, they will wait until it is safe to undertake the job. Safety is valued above everything else, and it is in these circumstances where a contractor who is skilled and experienced in a safety-sensitive environment can complete the work, quickly and safely, following all regulations to protect its employees and the public, providing minimal disruption to the daily actions in the City.

By having a complete understanding of what our job is, time and energy are not wasted trying to figure out what to do—we simply do the work for which we are contracted. Woods has been performing graffiti removal services for more than 40 years. In all of our work with awarding bodies and private entities, we have always rigorously adhered to the scope of work, no matter the changes that have occurred. We have always done what we do best—

remove the graffiti, all in accordance with the requirements of the contract and in full compliance with all Safety Regulations.

Communicate

When questions arise about any aspect of the work or the contract, being able to have open conversations with the City's representatives allows for problems to be solved quickly, resulting in more efficient and effective operations. To these ends, Woods has shown over the previous many years contracting that our management team is available 24/7/365 to attend to the needs of the City, and we commit to continuing our availability on all future contracting opportunities. If awarded the contract, we will continue to provide phone numbers for management and supervisors to City staff that can be used at any time, day or night, weekday or weekend, to request emergency service.

By being in frequent communication with the City's contract representatives, either by phone, email, or text, problems are avoided, graffiti is removed quickly, and expectations are managed effectively. All of these actions help to foster a solid working relationship, which is extremely critical, especially knowing what a hot-button topic graffiti is among the City's leadership and constituency. By making it clear to Diamond Bar's representatives and citizens that Woods' management and field staff know the scope of work inside and out, are confident in our technicians' ability to remove graffiti, and can provide stellar service, the City knows that when they have a question or need something done, we will give them a solid plan and an honest answer.

Communication is also critical between Woods' management and our supervisors. Throughout the course of the workday, management is in contact with our staff by company-issued phones via call or text to make sure that everything is running smoothly and to find out if additional resources or crew members are required for a certain job. Typically, our supervisors will handle any field level decisions themselves and will then communicate those decisions to the office. Our supervisors have been working for the company for over 20 years on average and we know and trust that the decisions they make regarding a job in the moment is the best decision for the company and the client. Should they have any question about a request that was made of them, and they are unsure about how to proceed, they will contact the project managers Josh Woods or Jeff Woods to help provide guidance.

Management and supervisors will continue to engage in weekly meetings to discuss the progress of each week's work and determine if new protocols are required and we are always available for in-person meetings with Diamond Bar staff to discuss any issue that comes to the fore.

Methods

By employing our tried and true 360-degree approach, whereby the technician makes a complete 360 degree turn upon removing a graffiti tag, our technicians remain proactive and further prevent additional work orders from the same location. Other contractors may tend to just remove the specific tag that is reported in an incident report—Woods is not satisfied by removing just the “reported” tags, we want the area to be completely free of graffiti, even if that means spending the extra time to ensure that the job is done properly.

When technicians discover graffiti in an area that requires either an additional technician for safety reasons, or the need to contact a resident or building owner/manager, they will make a notation and, as soon as safe and practicable, will call the supervisor to alert him to the situation. Because of our expertise and experience in graffiti abatement, our supervisor will decide whether this is an issue that can be handled safely that day, or if it requires further measures. If the graffiti can be abated safely that day, we will send an additional technician to handle the graffiti. If the area is highly safety sensitive, it may be necessary to alert city staff and create a plan together. Safety is valued more than anything else, and it is in these circumstances where a contractor who is skilled and experienced is extremely valuable to the City of Diamond Bar.

Woods will always work to remove any graffiti we come across in the same working day. However, there are always extenuating factors that may be in play that would prevent this from happening—when weather, safety considerations, or anything else beyond the contractors’ control prevents a timely removal, Woods will communicate to the City what the issue is, what the plan will be, and when the anticipated removal shall occur. We have learned that so long as the City and its citizens are informed about what is going on, they will understand that a removal may not always happen as fast as they would like.

The primary graffiti removal chemical we use is from BHT Chemicals, who created a customized formula for our service technicians. We also use chemicals from World’s Best Graffiti Removal. We get our paint products from Vista Paint and our anti-graffiti coatings from Monopole.

Through experience, we have found that the lion’s share of graffiti removal is done in one of three ways: Paint over, chemical removal, and pressure washing. The least abrasive manner is always preferred, and Woods shall endeavor to use the paint out technique only on previously painted surfaces, while chemical and pressure washing shall be the preferred method on natural surfaces such as slump stone, brick, and any other unpainted substrate.

We have created a chart that illustrates the basics of graffiti removal for different surfaces:

Methods & Materials

Non-Porous Surfaces	These will include glass windows, ceramic tile, roadway/railway signs, traffic control boxes, light standards	Treated primarily with eco-friendly chemical washes, pressure washing
Porous Surfaces	Included here will be natural masonry substrates that have not already been painted, like sound walls, concrete light standards, sidewalks and curbs	Pressure wash with eco-friendly chemicals, hot high pressure waster blasting. We do not use sand blasting <u>UNLESS</u> it is absolutely necessary
Previously Painted Surfaces	Included: Sound Walls, Utility Boxes, Bridges, Tunnels, K-Rails	These surfaces are painted over from reveal to reveal to avoid “block” painting. Colors are matched to avoid a patchwork look.

Because different locations and substrates require different techniques, all work vehicles (typically Ford-250 Stake Bed with mounted pressure washer and airless paint sprayer) and technicians are outfitted with multiple pressure washing hoses with quick connections, including multiple nozzle tips for the pressure washing wands because removing graffiti from a sound wall or a sidewalk requires a different tip than is used for removing graffiti from the bark of tree. Smaller tip openings are more effective on hard substrates, while it is necessary to use a wide tip nozzle on a tree, as to prevent damage to the bark. Extension poles, ladders, and/or step stools are supplied to reach high graffiti tags, as well as various scrubbers and rags. Further, windows or other glass features are squeegeed with water or glass cleaner after removals are completed. In all removals, our technicians will use the proper technique and product to create a surface that appears as if graffiti was never there.

Safety & Training

Equally important as having the skills to find and remove the graffiti, is the ability to work in an extremely safety-sensitive arena. Working on the City streets requires the utmost care.

As our crews have been reminded time and time again in our regularly scheduled weekly meetings, daily tailgate meetings, and continuing education classes, they always need be aware of their environment and know where a safe refuge area is.

WMS has always practiced and subscribed to the applicable BMPs for all municipal work we have undertaken. Whether it is securing a working area with cones so passersby will not inadvertently enter a work zone or doing preventative maintenance on all our vehicles and equipment, we know that when best management practices are followed rigorously, work is done in a safer and more efficient and effective manner.

Great care will be taken in protecting surrounding areas. For the very seldom instances where sand or soda blasting is required, any residue from cleaning operations shall be cleaned up immediately by our technicians, restoring the surface and area to its original condition, and removing any potential liability problem or exposure. In some cases, water reclamation devices have been utilized to prevent any runoff or pollution of the storm drains and water tables. In any project Woods undertakes, whether it be graffiti removal, weed, trash and vegetation abatement, or landscape maintenance, all care and caution shall be used while performing the services to maintain the integrity of all surfaces, hardscapes, landscapes and rights of way.

All employees are provided with uniforms and all necessary and required safety gear (PPE), including safety vests, protective eyewear, gloves, N-95 respirator masks, ear plugs, and hard hats (if necessary), and smart phones, equipped with Write On, Right Off™, our in-house app for photo documentation and invoicing purposes. These are the same methods and operational standards that we have utilized during the many years of providing graffiti removal services for the City.

The safety and well-being of all contractors' employees and the general public are our primary concerns. All work undertaken conforms to all rules, regulations, ordinances and statutes of the City, County, State and Federal Government. When required, all proper traffic control methods are utilized, as required on the public right-of-way, with flashing arrow boards, cones, and barricades. The concern is also for the public at large, as we will be working along areas where there are not only pedestrians, but oftentimes vehicles and cyclists as well.

Vehicles are all equipped with a fire extinguisher, Safety Data Sheets, and first aid kits.

Another critical element to the successful implementation of this program is to have a successful safety and training program. Throughout our 49+ years in business, we have tweaked and altered this training to keep up with the advances in technology and human

resource management. Employees have access to computers at the office and can access a host of training videos, manuals, and seminars online.

All staff members must attend and pass a comprehensive in-house training program, prior to being qualified as a Woods Maintenance Services Technician. Prior to beginning work, and immediately after hiring, the personnel record is examined to substantiate all submitted facts and information. A voluntary drug test is administered, and forms are signed allowing for random drug tests during employment. Driving records are examined for any noticeable failings. Once the preliminary administrative work is completed, the employee is issued uniforms, gloves, safety goggles, hard hat, safety vest, rubber boots, Employee Handbook, several guides to equipment and procedures, and if necessary, a company mobile phone. Some of this is “homework,” and must be completed before formal training begins at our offices, and then the job site. Because WMS likes its employees to be cross-trained, new employees are instructed in skills they may not use in their primary job but can use when fellow workers are out sick or on vacation. The training, created in consultation with our risk/insurance consultant, WhiteBoard Risk, is usually broken down into these distinct areas though there may be some overlapping:

- 1) Safety and operating procedures for high pressure washers
- 2) Safety and operating procedures for gas powered spray equipment
- 3) Safe vehicle operating procedures and included emergency/safety equipment
- 4) Safe use of landscaping equipment: mowers, trimmers, weed whackers, etc.
- 5) Emergency Action Plan (EAP)
- 6) Anticipating Accidents
- 7) Defensive Driving Practices
- 8) Tractor operation for qualified workers
- 9) Write On, Right Off™ & TAGRS training
- 10) Graffiti removal via chemical on multiple surfaces
- 11) Color matching techniques
- 12) Use of chemicals, reading an SDS, emergency procedures and BMPs
- 13) Public relations, expected behavior, image and dealing with the public
- 14) Ride along with supervisor and lead technician
- 15) Training and instruction in working in safety sensitive environments

The training process, both in the office with a veteran supervisor and out in the field, takes four to eight weeks, before a new hire is allowed to work solo, but still supervised.

Woods Maintenance Services also has regular continuing education classes conducted at our offices. Classes are led by senior supervisors or management and touch on subjects

such as “Preventative Maintenance” for gas powered tools, “Color Matching” in the field, “Safe Use of Landscaping Equipment,” “Safe Use of Chemicals and Reading an SDS,” “What to do in Case of an Accident,” and “Working Safely in the Public Right of Way.” Other classes are led by outside vendors hired to provide their expertise. Recent classes have included: “Defensive and Safe Driving” for truck drivers, “Looking for Signs of Heat Illness.” These classes are intended to give our crews simple reminders and provide an outlet for employees to dialogue in a comfortable environment, where they may feel more inclined to ask questions.

Specifically, Josh Woods and Jeff Woods have completed the following safety courses:

- Hazwoper 40 Hour—given by 360Training 2/8/24
- Anti-Harassment Training for Management—given by Gordon Rees 2/15/24
- OSHA General Industry 10 Hour Training—given by Vensure Employer Services 10/11/23

4) Fee

Woods Maintenance Services, Inc. shall offer two (2) different proposals, one based on 2-service days per week, and the second based on 3-service days per week.

2 Days of Service (Monday and Thursday) for 1 FTE to provide comprehensive graffiti removal services, the Monthly Fee shall be: \$7,400.00

3 Days of Service (Monday, Wednesday, and Friday) for 1 FTE to provide comprehensive graffiti removal services, the Monthly Fee shall be: \$10,950.00

Rationale for Choice of Days

At present we provide graffiti removal service one day per week—on Thursday.

If the City chooses two days of service per week, we believe that the best use of the City's resources would be to keep Thursday as one of the days and add Monday as a service day. From experience, we know that the parks get tagged over the weekend, as Brad from the Parks Department will leave messages for us over the weekend that provide us park locations that have sustained graffiti. Instead of waiting until Thursday to have these addressed, Woods would now be able to address these tags on Monday, in addition to other locations that are frequently tagged over the weekend. By keeping Thursday as the 2nd day, tags are cleaned before the weekend, as we have found that the incidents of graffiti that happen on Friday are done in the evening hours, after we have left the City.

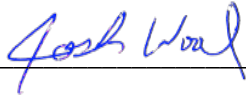
If the City opts for three days of service per week, the best use of the City's resources would be to spread out the work across the week, sending a crew out on Monday, Wednesday, and Friday.

Of course, Woods is flexible and experienced enough to understand that if, for whatever reason, the City needs to change from 2 days to 3 days, or from 3 days to 2 days, we will make any necessary adjustments.

Just as we have throughout our current contract, Woods will provide four (4) "complementary" callouts per year (valued up to ~\$3,400 per year), to remove graffiti on days we are not scheduled to perform work in the City. These callouts will be directed by the City's Contract Manager or their designee.

5) Acceptance of Conditions

Woods Maintenance Services, Inc. hereby states that it offers its acceptance of all conditions listed in the Graffiti Removal Services Request for Proposal document. At present, Woods makes no exceptions or suggested changes.

Signed: 

Name/Title: Josh Woods—COO

Date: May 1, 2025



May 6, 2025

Greg Gubman
City of Diamond Bar
Via Email

Re: Updated Monthly Pricing—1 Day per week

Greg:

Per the City of Diamond Bar's request to submit updated pricing for ONE graffiti removal service day per week, Woods Maintenance Services, Inc. will provide that service at the flat monthly rate of \$3,655.00 per month.

Should the City have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Josh Woods'.

Josh Woods
COO
Woods Maintenance Services, Inc.



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH WILLDAN ENGINEERING TO PROVIDE TEMPORARY PERMIT TECHNICIAN STAFFING FOR THE BUILDING AND SAFETY DIVISION.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Second Amendment to the Consultant Services Agreement with Willdan Engineering to provide continued temporary Permit Technician staffing through December 31, 2025.

FINANCIAL IMPACT:

The proposed amendment would increase the contract amount by \$90,000, thereby increasing the not-to-exceed amount of the contract from \$90,000 to \$180,000. Sufficient funds are available in the Community Development Department's FY 2025/26 contract services budget to cover the temporary staffing services in the Building and Safety Division. In addition, the cost is partially offset by salary savings due to an extended medical leave in the Building and Safety Division.

BACKGROUND/DISCUSSION:

The Building and Safety Division has two budgeted full-time Permit Technicians responsible for managing building permitting services for property owners and contractors. In December 2024, the City entered into a Consultant Services Agreement with Willdan Engineering under the City Manager's spending authority to provide temporary staffing at an hourly rate of \$85 while one of the Permit Technicians was on medical leave. In April 2024, the City Council approved an extension through June 30, 2025.

The employee remains on doctor-ordered medical leave with no confirmed return date.

To maintain adequate staffing levels and ensure uninterrupted service, the City proposes extending its agreement with Willdan Engineering.

In November 2024, the City issued a Request for Proposals (RFP) via PlanetBids to solicit qualified consulting firms for interim Permit Technician services. Three firms responded, offering hourly rates ranging from \$78 to \$95. Following interviews with two candidates, staff selected Tressa Brown of Willdan Engineering. Ms. Brown brings over 20 years of experience in permit technician services, having served in the cities of Anaheim, Pomona, Eastvale, and other nearby jurisdictions. She has consistently demonstrated strong customer service skills and has proven to be a valuable contributor to the City's Permit Services team.

Given the continued need for temporary staffing and Ms. Brown's demonstrated performance and familiarity with department operations, staff recommends extending the Consultant Services Agreement with Willdan Engineering.

LEGAL REVIEW:

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

PREPARED BY:

Greg Gubman

Greg Gubman, Community Development Director

6/17/2025

REVIEWED BY:

Greg Gubman

Greg Gubman, Community Development Director

6/5/2025

Jason Jacobsen

Jason Jacobsen, Finance Director

6/9/2025

Attachments:

1. 5.8.a Second Amendment to Consultant Services Agreement

SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT

This Second Amendment to Consultant Services Agreement (“Second Amendment”) is made and entered into as of July 1, 2025, by and between the City of Diamond Bar, a municipal corporation (“City”), and Willdan Engineering, 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 December 2, 2024, which is incorporated herein by this reference (the “Original Agreement”); and

B. The City and the Consultant entered into that certain First Amendment to the Original Agreement dated as of April 1, 2025, 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 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 Agreement was from December 9, 2024 through June 30, 2025. This Second Amendment hereby extends the term of the Agreement through December 31, 2025.

3. Reserved.

4. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of **Forty-Four Thousand, Nine Hundred Ninety-Nine Dollars (\$44,999)**. The First Amendment amended Section 3 of the Original agreement to provide for a not-to-exceed compensation in the sum of **Ninety Thousand Dollars (\$90,000)**. The total not-to-exceed compensation of the Agreement is hereby amended to provide for an increase of **Ninety Thousand Dollars (\$90,000)** so that the total not-to-exceed compensation, as amended by this Second Amendment shall not exceed **One Hundred Eighty Thousand Dollars (\$180,000)** without the prior authorization of the City.

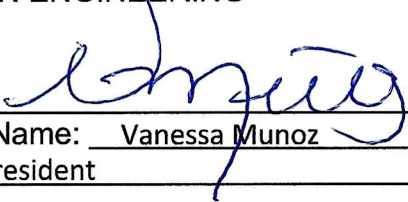
5. Integration. This Second Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Second Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby,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

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 First Amendment on the year and day first above written.

"CONSULTANT"

WILLDAN ENGINEERING

*By: 
 Printed Name: Vanessa Munoz
 Title: President

*By: 
 Printed Name: Kate Nguyen
 Title: Secretary

"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 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.

Agenda #: 5.9
Meeting Date: June 17, 2025



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 \$84,452.50 for Fiscal Year 25/26.

FINANCIAL IMPACT:

Sufficient funds are included in the FY 25/26 Community Relations Operating Budget to cover the cost of such services.

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 four times a year, to a six-page publication five 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. Of the 44 vendors that were notified of the bidding opportunity, three (3) printers responded with the lowest responsive bid received from

Direct Connection:

Direct Connection	\$76,775.00
Day & Nite Printing	\$82,058.15
The Dot Printer	\$90,142.18

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. Since July 2024, the newsletter and recreation guide have been printed on 30% post-consumer recycled content paper in compliance with CalRecycle's SB 1383 regulations.

The total expenditure requested for printing and mailing of the Diamond Bar Connection newsletter for Fiscal Year 25/26 is \$ 84,452.50 which covers the bid price of \$76,775.00 plus a 10 percent contingency (\$7,677.50).

PREPARED BY:



Cecilia Arellano, Public Information Coordinator

6/17/2025

REVIEWED BY:



Ryan McLean, Assistant City Manager

5/27/2025

Attachments:

1. 5.9.a FY 2026 Newsletter Rec Guide Printing Bids Packet

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:	5/12/25
Account Number:	100-240-52110		
Description of Item(s) or Service(s):		Quantity:	

Printing and mailing services for FY26 - 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 MAILING	5/6/2025	909-392-2334	
Address	1538 E. ARROW HIGHWAY, LA VERNE, CA 91750		Contact:	CHRIS HODGMAN
2	INFINITE GRAPHICS, LLC DBA: DAY & NITE	5/5/2025	909-595-1108	
Address	20268 CARREY ROAD, WALNUT, CA 91789		Contact:	YAMIT RATANJEE
3	THE DOT PRINTER, INC.	5/7/2025		
Address	2424 MCGAW AVE., IRVINE, CA 92614		Contact:	ERIQ ZAZUETA

BID/QUOTE TABULATION

		DIRECT CONNECTION		DAY & NITE PRINTING		THE DOT PRINTER, INC.	
Description:	Quantity:	Unit Price:	Total:	Unit Price	Total:	Unit Price	Total:
4-Page Newsletter	4	\$ 2,920.00	\$ 11,680.00	\$ 3,809.76	\$ 15,239.04	\$ 3,115.09	\$ 12,460.36
6-Page Newsletter	5	\$ 4,100.00	\$ 20,500.00	\$ 5,594.38	\$ 27,971.90	\$ 5,109.84	\$ 25,549.20
32-Page Rec Guide	3	\$ 14,865.00	\$ 44,595.00	\$ 12,949.07	\$ 38,847.21	\$ 17,377.54	\$ 52,132.62
		Subtotal:	\$ 76,775.00	Subtotal:	\$ 82,058.15	Subtotal:	\$ 90,142.18
		Freight:	\$ -	Freight:	\$ -	Freight:	\$ -
		Sales Tax:		Sales Tax:		Sales Tax:	
		TOTAL:	\$ 76,775.00	TOTAL:	\$ 82,058.15	TOTAL:	\$ 90,142.18



PRINT • MAIL • FULFILLMENT

Direct Connection FY25-26 City of Diamond Bar Cover Letter

Direct Connection Mailing has been operating a print and direct mail production facility in Los Angeles, County since 1990. With a staff of 40 full-time employees Direct Connection provides clients with graphic design, print and direct mail services all from their La Verne production facility. Direct Connection provides services to cities and government agencies including City of Diamond Bar for the past three fiscal years. Direct Connection presents the attached cover letter as a part of their formal bid for FY 25-26.



Yamit Ratanjee
909.595.1108
20268 Carrey Rd.
Walnut, CA 91789

Day & Nite originated as a textbook printing press exclusively serving Mount San Antonio College. Under new ownership in 2020, we expanded our services to encompass full-service commercial printing, promotional items, and engraving and personalization. This evolution has positioned us as a comprehensive printing and promotional solutions provider, offering awards and personalized items to the communities of Diamond Bar, Walnut, and the surrounding areas. Our core mission remains unwavering: delivering exceptional customer service and top-quality products.

Our customers consistently express satisfaction with our printing and personalization capabilities. On the following page is the price breakdown for each mailing.

We appreciate your time and consideration. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Yamit Ratanjee", with a long horizontal flourish extending to the right.

Yamit Ratanjee
Owner of Day & Nite Printing



Yamit Ratanjee
909.595.1108
20268 Carrey Rd.
Walnut, CA 91789

Day & Nite originated as a textbook printing press exclusively serving Mount San Antonio College. Under new ownership in 2020, we expanded our services to encompass full-service commercial printing, promotional items, and engraving and personalization. This evolution has positioned us as a comprehensive printing and promotional solutions provider, offering awards and personalized items to the communities of Diamond Bar, Walnut, and the surrounding areas. Our core mission remains unwavering: delivering exceptional customer service and top-quality products.

Our customers consistently express satisfaction with our printing and personalization capabilities. On the following page is the price breakdown for each mailing.

We appreciate your time and consideration. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Yamit Ratanjee", with a long horizontal flourish extending to the right.

Yamit Ratanjee
Owner of Day & Nite Printing

City of Diamond Bar

Request for Proposal - Bid Sheet

Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: 10 a.m., May 7, 2025

Vendor **Day & Nite Printing**Address **20268 Carrey Rd., Walnut, CA 91789**Representative Name **Yamit Ratanjee**Phone **909.595.1108**Email **Yamit@dayandnite.com****CITY NEWSLETTER - 4 PAGE ISSUE**

Description	Quantity	Monthly Price	4 Month Total
4 Page Newsletter	22,500	\$2,788.40	\$11,153.60
Sales Tax		\$264.90	\$1,059.59
Post Office Deliver Fee		\$220.00	\$880.00
Total Cost		\$3,273.30	\$13,093.19
Additional Copies	1,000	\$123.93	\$495.72
Sales Tax		\$11.77	\$47.09
City Hall Delivery Fee		\$50.00	\$200.00
Mailing Services Fee		\$350.76	\$1,403.04
Total Cost		\$3,809.76	\$15,239.04

CITY NEWSLETTER - 6 PAGE ISSUE

Description	Quantity	Monthly Price	5 Month Total
6 Page Newsletter	22,500	\$4,348.84	\$21,744.20
Sales Tax		\$413.14	\$2,065.70
Post Office Deliver Fee		\$220.00	\$1,100.00
Total Cost		\$4,981.98	\$24,909.90
Additional Copies	1,000	\$193.28	\$966.41
Sales Tax		\$18.36	\$91.81
City Hall Delivery Fee		\$50.00	\$250.00
Mailing Services Fee		\$350.76	\$1,753.80
Total Cost		\$5,594.38	\$27,971.92

City of Diamond Bar

Request for Proposal - Bid Sheet

Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: 10 a.m., May 7, 2025

CITY NEWSLETTER - 32 PAGE ISSUE

Description	Quantity	Monthly Price	3 Month Total
32 Page Recreation Guide	22,500	\$10,779.64	\$32,338.92
Sales Tax		\$1,024.07	\$3,072.20
Post Office Deliver Fee		\$220.00	\$660.00
Total Cost		\$12,023.71	\$36,071.12
Additonal Copies	3,500	\$479.10	\$1,437.29
Sales Tax		\$45.51	\$136.54
City Hall Delivery Fee		\$50.00	\$150.00
Mailing Services Fee		\$350.76	\$1,052.28
Total Cost		\$12,949.07	\$38,847.22

Grand total must include all fees, including additonal copies, sales tax, delivery, and mailing charges.

Annual Grand Total \$82,058.18**ADDITIONAL FEES FOR NEWSLETTER**

Description	Each/Days		
How many proofs included?	2 proofs/ 1 day		
Cost for additional proof?	\$50		
Timeline for delivery to post office after final approval for newsletter	7-10 Business Days		

Total Cost \$50

Representative Signature

Date

5/2/25



City of Diamond Bar

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
Attn: Cecilia Arellano, Community Relations Manager
RE: Proposal Submission – Printing and Mailing of City Newsletter and Recreation Guide (FY26)
05/07/2025 10:00 AM (PDT)

Cover Letter

Dear Ceceilia Arellano,

The Dot Printer is pleased to submit our proposal in response to the City of Diamond Bar's Request for Proposals for the printing and mailing of its City Newsletter and Recreation Guide for FY2025-26. With more than 45 years of experience delivering high-quality print, mail, and fulfillment services throughout California, our team is well-equipped to provide dependable, accurate, and cost-effective solutions tailored to your publication needs.

We have extensive experience serving public-sector clients, including cities and state agencies, and we understand the importance of timeliness, and accuracy. Our in-house capabilities span digital and offset printing, full-service bindery, targeted mailing, and logistics—all backed by certifications such as FSC, HITRUST, and FDA registration, ensuring the highest level of quality and compliance.

We have completed the attached bid sheet in accordance with the RFP specifications and are confident in our ability to meet the City's expectations for quality, cost, and service. Our proposal includes competitive pricing, reliable turnaround times, and a dedicated project team to ensure smooth execution.

We appreciate the opportunity to be considered and welcome any questions or requests for further clarification.

Sincerely,

Eriq Zazueta

Business Development Representative

City of Diamond Bar

Request for Proposal - Bid Sheet

Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: 10 a.m., May 7, 2025

Vendor **The Dot Printer, Inc.**Address **2424 McGaw Ave Irvine, CA 92614**Representative Name **Eriq Zazueta**Phone **414-712-6952**Email **ezazueta@thedotcorp.com****CITY NEWSLETTER - 4 PAGE ISSUE**

Description	Quantity	Monthly Price	4 Month Total
4 Page Newsletter	22,500	\$1,867.37	\$7,469.48
Sales Tax		\$200.74	\$802.96
Post Office Deliver Fee		\$240.00	\$960.00
Total Cost		\$2,308.11	\$9,232.44
Additional Copies	1,000	\$92.21	\$368.84
Sales Tax		\$9.91	\$39.64
City Hall Delivery Fee		\$75.00	\$300.00
Mailing Services Fee		\$629.86	\$2,519.44
Total Cost		\$806.98	\$3,227.92

CITY NEWSLETTER - 6 PAGE ISSUE

Description	Quantity	Monthly Price	5 Month Total
6 Page Newsletter	22,500	\$3,600.69	\$18,003.45
Sales Tax		\$387.07	\$1,935.35
Post Office Deliver Fee		\$240.00	\$1,200.00
Total Cost		\$4,227.76	\$21,138.80
Additional Copies	1,000	\$160.02	\$800.10
Sales Tax		\$17.20	\$86.00
City Hall Delivery Fee		\$75.00	\$375.00
Mailing Services Fee		\$629.86	\$3,149.30
Total Cost		\$882.08	\$4,410.40

City of Diamond Bar

Request for Proposal - Bid Sheet

Printing and Mailing of City Newsletter and Recreation Guide

Deadline for submissions: 10 a.m., May 7, 2025

CITY NEWSLETTER - 32 PAGE ISSUE

Description	Quantity	Monthly Price	3 Month Total
32 Page Recreation Guide	22,500	\$12,774.87	\$38,324.61
Sales Tax		\$1,373.29	\$4,119.87
Post Office Deliver Fee		\$240.00	\$720.00
Total Cost		\$14,388.16	\$43,164.48
Additonal Copies	3,500	\$1,987.20	\$5,961.60
Sales Tax		\$213.62	\$640.86
City Hall Delivery Fee		\$75.00	\$225.00
Mailing Services Fee		\$713.56	\$2,140.68
Total Cost		\$2,989.38	\$8,968.14

Grand total must include all fees, including additonal copies, sales tax, delivery, and mailing charges.

Annual Grand Total \$90,142.18**ADDITIONAL FEES FOR NEWSLETTER**

Description	Each/Days		
How many proofs included?	1 pdf proof and 1 hard copy proof		
Cost for additional proof?	\$25.00 ea		
Timeline for delivery to post office after final approval for newsletter	4-page - 2 days, 6-page - 2 days, 32-page - 3 days.		

Total Cost \$25.00

Representative Signature



Date

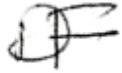
5/7/25

Agenda #: 5.10
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
 FROM: Daniel Fox, City Manager 
 TITLE: **FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH SIMPSON ADVERTISING FOR GRAPHIC DESIGN SERVICES THROUGH JUNE 30, 2027.**
 STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve and authorize the City Manager to sign the First Amendment to the Consultant Services Agreement with Simpson Advertising extending the terms of service for two years through June 30, 2027.

FINANCIAL IMPACT:

There are sufficient appropriated funds for this expenditure in the Fiscal Year 25/26 Community Relations adopted Budget.

BACKGROUND:

On July 18, 2023, the City and Simpson Advertising entered into a two-year consultant services agreement, with two optional two-year amendments, for specialty graphic design services. The total not-to-exceed compensation set forth in Section 3 of the original two-year agreement was \$131,670. This two-year Amendment No. 1 provides for an increase of \$131,670 for a total not-to-exceed compensation for the amended contract of \$263,340.

Since 2004, the City has used Simpson Advertising to assist with the production of various informational and marketing materials that include the City's monthly newsletter and seasonal recreation guide; the annual Calendar and Services Guide and street sweeping schedule; brochures, ads and flyers to promote the Diamond Bar Center and general economic development opportunities; and handouts and guides to inform the community of key City services and code enforcement matters.

During the more than two decades that the City has contracted with Simpson for graphic design support, staff has been very pleased with the consistently professional, high-quality work product and its highly responsive, flexible and collaborative service style.

PREPARED BY:



Cecilia Arellano, Public Information Coordinator 6/17/2025

REVIEWED BY:



Ryan McLean, Assistant City Manager 6/5/2025

Attachments:

1. 5.10.a Simpson First Amendment

**FIRST AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT**

This First Amendment to Consultant Services Agreement ("First Amendment") is made and entered into as of July 1, 2025, by and between the City of Diamond Bar, a municipal corporation ("City"), and Simpson Advertising, 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 July 1, 2023 for the provision of graphic design services, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Consultant desire to amend the Original 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. Compensation. The not-to-exceed compensation set forth in Section 3 of the Original Agreement, was the sum of one hundred thirty-one thousand, six hundred seventy dollars (\$131,670). This First Amendment amends Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of one hundred thirty-one thousand, six hundred seventy dollars (\$131,670) without the prior authorization of the City.

3. Integration. This First 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 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 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”

Simpson Advertising, Inc.

City of Diamond Bar

*By: _____
 Printed Name: _____
 Title: _____

By: _____
 Dan 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.

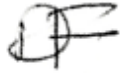
Agenda #: 5.11
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **CONSULTANT SERVICES AGREEMENT WITH BCT ENTERTAINMENT, INC. FOR THE PURCHASE OF A NEW AUDIO-VISUAL SYSTEM IN THE DIAMOND BAR CENTER BALLROOM WITH CONFIGURATION AND INSTALLATION SERVICES.**

STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, a Consultant Services Agreement with BCT Entertainment, Inc. for the purchase of a new Audio-Visual System in the Diamond Bar Center Ballroom with configuration and installation services in the not-to-exceed amount of \$162,007.07, plus a contingency amount of \$32,392.93 for Contract Change Orders for a total authorization amount of \$194,400.00.

FINANCIAL IMPACT:

The total not-to-exceed amount set forth in the Consulting Services Agreement for a new Audio-Visual System in the Diamond Bar Center Grand View Ballroom with configuration and installation services is \$194,400.00, including contingency. Sufficient funds are included in the FY 2024/25 budget for such services.

BACKGROUND:

The Diamond Bar Center Grand View Ballroom is utilized by our constituents, staff, and private rentals on a daily basis for a variety of professional seminars, birthdays, BINGO, weddings, and many other activities. This use includes technological features such as microphones, speakers, stage lights, display screens, camera, touch screen control and an overhead projector. The use of this equipment by facility renters does require an event package for an additional fee leading to additional facility revenue and a renter's reasonable expectation of operational equipment.

The Diamond Bar Center Ballroom currently has outdated Crestron Audio Visual system

originally installed in 2004. All AV equipment is obsolete and replacement parts have become difficult or impossible to find new or used. The current arrangement consists of system control equipment, signal distribution equipment, audio equipment, display equipment and stage lighting. The current Audio-visual system has reached the end of its useful life.

The City invited proposals from qualified firms to provide a new Audio Visual System. Services will be provided for and administered through the Information Systems Department.

ANALYSIS:

Consistent with the purchasing ordinance, the City publicly solicited bids, 12 vendors participated in the Mandatory site walk and 10 vendors submitted a bid. The final cost proposal from each bidder is listed below:

Bidder	Proposed Cost
BCT Entertainment	\$162,007.07
INA LED US, INC.	\$167,407.12
TV Pro Gear, Inc	\$237,626.00
Solutionz Inc.	\$238,252.02
AKJOHNSTON	\$252,225.00
Western Audio Visual	\$259,547.12
EIDIM Group, Inc. dba EIDIM AV Technology	\$268,893.74
Artistic Resources Corp	\$283,151.00
COA Associates LLC	\$298,913.18
VACT Inc.	\$309,229.83

Upon review of all bid responses, staff has determined that BCT Entertainment, Inc. is the lowest cost responsible bidder. The bid response from BCT Entertainment, Inc. has been reviewed by staff for pricing and compliance, finding that the bid is competitively priced, and meets all requirements of the RFP and the City's purchasing policy.

LEGAL REVIEW:

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

PREPARED BY:

Alfredo Estevez
Alfredo Estevez, Information Systems Administrator

6/17/2025

REVIEWED BY:

Ken Desforges
Ken Desforges, Information Systems Director

6/6/2025

Ryan McLean
Ryan McLean, Assistant City Manager

6/9/2025

Jason Jacobsen
Jason Jacobsen, Finance Director

6/9/2025

Attachments:

1. 5.11.a Consulting Services Agreement BCT Entertainment inc
2. 5.11.b Cost Proposal

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of June 17, 2025 by and between the City of Diamond Bar, a municipal corporation ("City") and BCT Entertainment Inc., a California 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 **Installation of a new Audio-Visual System** 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.

Ken Desforges, Director of Information Systems (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 June 17, 2025, and shall continue until Work is completed ("Term"), 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 **One Hundred ninety four thousand four hundred dollars and zero cents** (\$194,400.00) 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, 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. City will pay Consultant the amount invoiced the 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.

(3) The Consultant's obligations to indemnify, defend and hold harmless the City shall survive termination of 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 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.

16. Reserved

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. Reserved

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. Reserved

21. 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.

22. 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.

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

24. 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.

25. Reserved

26. 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.

27. 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”

BCT Entertainment, Inc.
1281 N. La Loma Circle
Anaheim, CA 92806
Attn.: Chad Brook
 Phone: (714) 237-9270
 E-Mail: Chad@BCTentertainment.com

“CITY”

City of Diamond Bar
 21810 Copley Drive
 Diamond Bar, CA 91765-4178
 Attn.: Ken Desforjes
 Phone: (909) 839-7080
 E-mail: KDesforjes@DiamondBarCA.Gov

28. 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.

29. 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.

30. 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"

"City"

BCT Entertainment, Inc.

CITY OF DIAMOND BAR

By: _____
 Printed Name: Chad Brook
 Title: President

By: _____
 Dan Fox, City Manager

By: _____
 Printed Name: _____
 Title: _____

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:

BCT Entertainment, Inc. Bid Response



BCT Entertainment

Audio Visual Design & Installation

Proposal To:

City of Diamond Bar

For:

Diamond Bar Center AV Installation

June 4, 2025



Our Story

BCT Entertainment has been providing Audio, Video, Theatrical Lighting, and Control Systems to its clients for over 20 years. We specialize in designing, developing, and installing event industry solutions, whether they are permanent or temporary. If you're looking for top-quality event technology services, let's get started today....



Our Passion

BCT Entertainment is a broadcasting and media production company that offers technical production services which include pro audio, lighting, and staging rental. With years of experience designing high-impact events, BCT Entertainment has the ability to create customized lighting, sound, graphics, and staging for any occasion.



Our Team

Our team specializes in designing events that have a purpose behind them. We can create a show that helps spread a message to the public, while also raising awareness for a cause. Our expertise lies in creating high-impact events, and we have years of experience to back it up. From lighting and sound to graphics and staging, we can design just about anything to make your event a success. This includes concerts and outside festivals that provide a complete and immersive experience for your audience.

SIGNAL DISTRO AND SWITCHING

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
1	QSC SLQUD-8N-P Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core C...	\$127.70	\$127.70	\$0.00	\$0.00	\$127.70
1	QSC CORE 110f-v2 Unified Core with 24 local audio I/O channels...	\$3,289.76	\$3,289.76	\$0.00	\$0.00	\$3,289.76
1	QSC SLMST-110-P Q-SYS Core 110 license for Microsoft Teams R...	\$546.90	\$546.90	\$0.00	\$0.00	\$546.90
1	QSC QIO-RMK Rack mount tray and blanking panels to mount u...	\$144.36	\$144.36	\$0.00	\$0.00	\$144.36
1	QSC QIO-LVR4 Q-SYS peripheral providing 4 low-voltage relay p...	\$392.13	\$392.13	\$0.00	\$0.00	\$392.13
1	QSC QIO-GP8x8 Q-SYS peripheral providing control expansion w...	\$355.35	\$355.35	\$0.00	\$0.00	\$355.35
1	IPOINT 72350 CONNECT PRO WallStation Black	\$202.43	\$202.43	\$0.00	\$0.00	\$202.43
1	Apple MV273LL/A iPad Air 13in	\$924.23	\$924.23	\$0.00	\$0.00	\$924.23
1	IPOINT 72326 CONNECT PRO CASE BLACK works with iPad Pro 12...	\$202.43	\$202.43	\$0.00	\$0.00	\$202.43
1	QSC Programming			\$8,360.00	\$8,360.00	\$8,360.00
1	MSI CUBINUC1M010 Cubi NUC 1MG Mini PC	\$635.00	\$635.00	\$0.00	\$0.00	\$635.00
1	BCT Entertainment Materials Equipment Rack Hardware	\$80.00	\$80.00	\$0.00	\$0.00	\$80.00
1	Platinum Tools 661-24C6 Patch Panel 24 Port Cat6 NS 110 Box	\$73.04	\$73.04	\$0.00	\$0.00	\$73.04
1	Netgear NET-GSM4248PX-100NAS AV Line M4250-40G8XF-PoE+ 4...	\$2,569.77	\$2,569.77	\$0.00	\$0.00	\$2,569.77
1	Middle Atlantic WR-44-32 44SP/32D ROLLOUT ROT RACK	\$2,339.66	\$2,339.66	\$0.00	\$0.00	\$2,339.66
1	Middle Atlantic UPX-RLNK-1500R-2 1500VA 120V UPS RLNK BANK..	\$2,827.42	\$2,827.42	\$0.00	\$0.00	\$2,827.42
1	Middle Atlantic RLNK-1615V 15A,16 OUT,IP CTRL VPS	\$397.67	\$397.67	\$0.00	\$0.00	\$397.67
2	Middle Atlantic UD1 1SP UTIL.DRAWER,BLACK	\$141.37	\$282.74	\$0.00	\$0.00	\$282.74
1	Middle Atlantic MW-4QFT-FC 4.5"(4)FAN/TOP W/FC M/W	\$793.76	\$793.76	\$0.00	\$0.00	\$793.76
1	Middle Atlantic RLNK-915R 15A,9 OUT,IP CTRL POWER	\$656.67	\$656.67	\$0.00	\$0.00	\$656.67
1	Middle Atlantic EB4 4SP FLANGED ECONO BLANK	\$25.09	\$25.09	\$0.00	\$0.00	\$25.09
1	BCT Entertainment Materials Equipment Rack Hardware	\$584.80	\$584.80	\$0.00	\$0.00	\$584.80

SYSTEM A TOTAL

\$25,810.91

SIGNAL DISTRO AND SWITCHING TOTAL

\$25,810.91

DISPLAY SYSTEM

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
4	Samsung BE65C-H 65IN BEC Series Commercial TV Crystal UHD Disp.	\$876.54	\$3,506.16	\$0.00	\$0.00	\$3,506.16
1	Marshall Electronics ML-702-V2 Dual 7" 1920 x 1200 LCD 3RU Rack M.	\$927.12	\$927.12	\$0.00	\$0.00	\$927.12
1	QSC NV-21-HU 4K60 4:4:4 Network Video Endpoint for Q-SYSEcosy...	\$1,748.99	\$1,748.99	\$0.00	\$0.00	\$1,748.99
1	QSC NV-1-H-WE 4K60 4:4:4 HDMI Encoder for in-wall applications, i...	\$1,030.65	\$1,030.65	\$0.00	\$0.00	\$1,030.65
1	Kramer Electronics VP-410 Composite Video & Stereo Audio to HDM..	\$267.21	\$267.21	\$0.00	\$0.00	\$267.21
1	Epson V11HA96120LA OWNER FURNISHED PowerLite L775U 4KE Pr..	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Da-Lite 84329L OWNER FURNISHED ADVANTAGE 159D 78X139NPA M.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	PAG Custom Panel	\$289.19	\$289.19	\$0.00	\$0.00	\$289.19
1	PAG Custom Panel	\$318.10	\$318.10	\$0.00	\$0.00	\$318.10
1	QSC NC-12x80 12x Optical Zoom 80° Horizontal Field of View, PTZ N..	\$3,860.06	\$3,860.06	\$0.00	\$0.00	\$3,860.06
1	QSC NV-32-H (Core Capable) 4K60 4:4:4 Network Video Endpoint fo...	\$3,481.12	\$3,481.12	\$0.00	\$0.00	\$3,481.12
SYSTEM A TOTAL						\$15,428.60
DISPLAY SYSTEM TOTAL						\$15,428.60

AUDIO SYSTEM

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
3	Shure ULXD4Q=G50 Quad Digital Wireless Receiver with intern..	\$6,163.74	\$18,491.22	\$0.00	\$0.00	\$18,491.22
8	Shure ULXD2/SM58=G50 Handheld Transmitter with SM58® Mi...	\$580.90	\$4,647.20	\$0.00	\$0.00	\$4,647.20
4	Shure ULXD1=G50 Digital Wireless Bodypack Transmitter with...	\$541.91	\$2,167.64	\$0.00	\$0.00	\$2,167.64
1	Shure UA221 Passive Antenna Splitter/Combiner Kit. Includes ...	\$164.47	\$164.47	\$0.00	\$0.00	\$164.47
2	Shure UA8100 100' UHF Remote Antenna Extension Cable, BNC..	\$268.06	\$536.12	\$0.00	\$0.00	\$536.12
2	Shure UA864US Wall-Mounted Wideband Antenna	\$452.00	\$904.00	\$0.00	\$0.00	\$904.00
2	JBL Professional PRX415M 15" two-way stage monitor or front...	\$635.03	\$1,270.06	\$0.00	\$0.00	\$1,270.06
2	JBL Professional COL800-BK 32" Slim Column Speaker, four 5"...	\$581.40	\$1,162.80	\$0.00	\$0.00	\$1,162.80
1	BCT Entertainment Installation Installation of (6) RDL Dual XLR...			\$0.00	\$0.00	\$0.00
1	BCT Entertainment Materials Bulk Wire and Cabling	\$1,680.00	\$1,680.00	\$0.00	\$0.00	\$1,680.00
1	BCT Entertainment Installation Installation and Configuration			\$10,400.00	\$10,400.00	\$10,400.00
12	Shure SB900B RECHARGEABLE BATTERY	\$101.79	\$1,221.48	\$0.00	\$0.00	\$1,221.48
1	QSC CX-Q 4K4 4-Channel 1000W/CH Q-SYS Network Amplifier, ...	\$3,112.78	\$3,112.78	\$0.00	\$0.00	\$3,112.78
1	QSC CX-Q 4K8 8-Channel 500W/CH Q-SYS Network Amplifier, L...	\$4,542.51	\$4,542.51	\$0.00	\$0.00	\$4,542.51
1	RF Venue 4ZONE The 4 ZONE antenna combiner takes the comp.	\$785.71	\$785.71	\$0.00	\$0.00	\$785.71
4	Shure SBC220 2 Bay Networked Docking Station	\$343.42	\$1,373.68	\$0.00	\$0.00	\$1,373.68
2	Shure SBC220-US 2 Bay Networked Docking Station	\$418.42	\$836.84	\$0.00	\$0.00	\$836.84
4	QSC AD-S6T-WH 6.5" Two-way surface speaker, 70/100V transf...	\$382.50	\$1,530.00	\$0.00	\$0.00	\$1,530.00
1	QSC unD6IO-BT 4x2 Channel 2 Gang US, Dante/AES67 Wall Plate.	\$1,227.64	\$1,227.64	\$0.00	\$0.00	\$1,227.64
14	QSC AD-C6T-HC 6.5" Two-way high ceiling, blind mount ceiling...	\$513.16	\$7,184.24	\$0.00	\$0.00	\$7,184.24
4	QSC AD-S6-WH 6.5" Two-way surface speaker, 16Ω (no transfo...	\$367.10	\$1,468.40	\$0.00	\$0.00	\$1,468.40
4	QSC AD-C6T-ZB-WH 6.5" Two-way ceiling speaker, 70/100V tran..	\$276.31	\$1,105.24	\$0.00	\$0.00	\$1,105.24
2	Shure UA864US Wall-Mounted Wideband Antenna	\$678.00	\$1,356.00	\$0.00	\$0.00	\$1,356.00

SYSTEM A TOTAL

\$67,168.03

AUDIO SYSTEM TOTAL

\$67,168.03

CONTROL SYSTEM

SYSTEM A

QTY	DESCRIPTION		PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
1	QSC	TSC-101-G3 Q-SYS 10.1" PoE Touch Screen Controller for In-Wa..	\$2,474.26	\$2,474.26	\$0.00	\$0.00	\$2,474.26
1	QSC	SLQUD-8N-P Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Cap...	\$127.70	\$127.70	\$0.00	\$0.00	\$127.70
1	QSC	CORE 110f-v2 Unified Core with 24 local audio I/O channels, 12..	\$3,289.76	\$3,289.76	\$0.00	\$0.00	\$3,289.76
1	QSC	SLMST-110-P Q-SYS Core 110 license for Microsoft Teams Roo...	\$546.90	\$546.90	\$0.00	\$0.00	\$546.90
SYSTEM A TOTAL							\$6,438.62
CONTROL SYSTEM TOTAL							\$6,438.62

STAGE LIGHTING

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
20	ETC CSPAR ColorSource PAR, XLR, black	\$689.30	\$13,786.00	\$0.00	\$0.00	\$13,786.00
20	ETC SELRW-7.5 D40/CSPAR Wide Round Diffuser in Frame, black	\$37.46	\$749.20	\$0.00	\$0.00	\$749.20
20	ETC 407CF Media/gel frame, 7.5 in / 190 mm, black	\$10.59	\$211.80	\$0.00	\$0.00	\$211.80
4	ETC CSLINEAR2 ColorSource Linear 2, XLR, black	\$1,690.12	\$6,760.48	\$0.00	\$0.00	\$6,760.48
8	ETC CSLWR.5 ColorSource Linear Wide round diffuser 0.5m	\$44.79	\$358.32	\$0.00	\$0.00	\$358.32
4	ETC CSLDS ColorSource Linear diffusion spacer (connecting 0.5...	\$13.03	\$52.12	\$0.00	\$0.00	\$52.12
5	ETC DPA-A powerCON to Edison, UL 1573, 5’	\$61.07	\$305.35	\$0.00	\$0.00	\$305.35
6	LEX Products DMX5PM-3PF 5 Pin DMX Male to 3 Pin Female	\$33.21	\$199.26	\$0.00	\$0.00	\$199.26
15	ADJ AC5PPCON6 - 5Pin DMX & Power Con link cables	\$46.54	\$698.10	\$0.00	\$0.00	\$698.10
1	ETC CS40 ColorSource 40 console	\$2,260.12	\$2,260.12	\$0.00	\$0.00	\$2,260.12
1	ETC CS40DC Dust cover CS40 and CS40AV console	\$60.26	\$60.26	\$0.00	\$0.00	\$60.26
1	Elation DMX10-53 DMX10-53; DMX A/B Split 1x10 XLR 5/3P 19	\$424.29	\$424.29	\$0.00	\$0.00	\$424.29
1	Doug Fleenor Design 221E-5 Two inputs, one output, isolated, 5...	\$1,406.91	\$1,406.91	\$0.00	\$0.00	\$1,406.91
28	VerSales Safety Cable Lighting Fixture Safety Cable	\$5.75	\$161.00	\$0.00	\$0.00	\$161.00
28	VER VCL7009 2" Half Coupler with 1/2" Nut, Silver	\$36.18	\$1,013.04	\$0.00	\$0.00	\$1,013.04
1	BCT Entertainment Installation Address, Hang and Focus of new...			\$5,200.00	\$5,200.00	\$5,200.00
1	BCT Entertainment Lift Rental 2 weeks with drop off and pick up			\$0.00	\$0.00	\$0.00
SYSTEM A TOTAL						\$33,646.25
STAGE LIGHTING TOTAL						\$33,646.25

REMOTE SUPPORT TIME BUCKET

SCOPE

REMOTE SUPPORT TIME BUCKET SERVICES

Service Description

- 1.1 Provider offers remote technical support in pre-purchased 1 block of 8 hours
- 1.2 Support delivered via phone or remote system access
- 1.3 Support hours: Monday through Friday, 9:00 AM to 4:00 PM, excluding holidays
- 1.4 Support limited to troubleshooting existing systems
- 1.5 Time deducted in 15-minute increments
- 1.6 Full payment required upon purchase of time bucket

Service Inclusions

- 2.1 Remote diagnostic services
- 2.2 Phone-based technical guidance
- 2.3 Remote system access for troubleshooting
- 2.4 Basic configuration adjustments

Service Exclusions

- 3.1 On-site support visits
- 3.2 Hardware replacement or repair
- 3.3 Software/firmware updates
- 3.4 Scheduled maintenance
- 3.5 After-hours support

Time Bank Terms

- 4.1 Time bucket valid for twelve (12) months from purchase date
- 4.2 Unused time expires at end of term
- 4.3 Additional time may be purchased at standard rates
- 4.4 Time bank non-transferable and non-refundable
- 4.5 Client may cancel service at any time; no refunds for unused time

Response Time

- 5.1 Provider will respond within 4 business hours of support request
- 5.2 Response time not guaranteed during peak periods or emergencies

Additional Charges

- 6.1 On-site support billed at standard service rates
- 6.2 After-hours support subject to premium rates
- 6.3 Support exceeding time bank billed at standard rates

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
1	BCT Entertainment Remote Support See Scope	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00
SYSTEM A TOTAL						\$1,500.00
REMOTE SUPPORT TIME BUCKET TOTAL						\$1,500.00

SILVER SERVICE PACKAGE (PAID ANNUAL)

SCOPE

- **Preventive Maintenance:** Semi-annual (twice a year) on-site visits for system inspection, cleaning, and optimization.
- **Extended Remote Support:** Email and phone support during extended business hours (e.g., 7 a.m. to 7 p.m., Monday to Saturday).
- **Priority Response:** Faster response times for remote and on-site troubleshooting (within 24 hours for critical issues).
- **Discount on Additional Services :** 10% discount on labor for any additional troubleshooting or upgrades not covered in the package.
- **Firmware & Software Updates :** Updates to all relevant AV equipment software and firmware (up to 5 devices per year).

TERM AND RENEWAL

1. Initial Term
 - 1.1 This Agreement commences on the Effective Date for twelve (12) months.
 - 1.2 Agreement auto-renews annually unless terminated with 30 days written notice.

PRICING AND PAYMENT

1. Payment Terms
 - 1.1 All fees payable in advance of service period
 - 1.2 Annual pricing review with 60 days notice
 - 1.3 Client may terminate within 30 days of price change

SERVICE EXCLUSIONS

1. Confidential Information
 - 1.1 Both parties maintain confidentiality of proprietary information
 - 1.2 Obligation survives agreement termination

LIMITATION OF LIABILITY

1. Limitations
 - 1.1 Provider liability limited to service fees paid
 - 1.2 No liability for indirect/consequential damages

TERMINATION

1. Termination Rights
 - 1.1 Either party: 30 days written notice
 - 1.2 Provider: immediate for non-payment
 - 1.3 Client responsible for fees through termination

GOVERNING LAW

1. This Agreement governed by California law

EFFECTIVE DATE AND TERM

1. Effective Date
 - 1.1 This Agreement shall be effective upon the date of signature of this proposal ("Effective Date")
 - 1.2 Term begins on Effective Date and continues for twelve (12) months
 - 1.3 Auto-renewal occurs on anniversary of Effective Date unless terminated per Agreement terms
2. Execution
 - 2.1 Signatures below constitute acceptance of proposal and all terms herein
 - 2.2 Electronic signatures shall have same effect as original signatures

SYSTEM A

QTY	DESCRIPTION			PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
1	BCT Entertainment	Remote Support	See Scope	\$3,200.00	\$3,200.00	\$0.00	\$0.00	\$3,200.00
SYSTEM A TOTAL								\$3,200.00
SHIPPING AND TAXES								\$0.00
SUMMARY								
EQUIPMENT TOTAL								\$3,200.00
LABOR								\$0.00
SHIPPING								\$0.00
TAX								\$0.00
SILVER SERVICE PACKAGE (PAID ANNUAL) TOTAL								+\$3,200.00

PROJECT SUMMARY

LOCATIONS	EQUIPMENT	LABOR	TOTAL
SIGNAL DISTRO AND SWITCHING	\$17,450.91	\$8,360.00	\$25,810.91
DISPLAY SYSTEM	\$15,428.60	\$0.00	\$15,428.60
AUDIO SYSTEM	\$56,768.03	\$10,400.00	\$67,168.03
CONTROL SYSTEM	\$6,438.62	\$0.00	\$6,438.62
STAGE LIGHTING	\$28,446.25	\$5,200.00	\$33,646.25
REMOTE SUPPORT TIME BUCKET	\$1,500.00	\$0.00	\$1,500.00
SYSTEMS	EQUIPMENT	LABOR	TOTAL
SYSTEM A	\$126,032.41	\$23,960.00	\$149,992.41

SHIPPING, TAXES AND OTHER FACTORS MAY NOT BE REPRESENTED HERE AND WILL APPEAR ON THE ACCEPTANCE PAGE

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
To be determined

EQUIPMENT TOTAL	\$126,032.41
SHIPPING TOTAL	\$184.08
ENGINEERING	\$0.00
INSTALLATION	\$15,600.00
MANAGEMENT	\$0.00
PROGRAMMING	\$8,360.00
LABOR TOTAL	\$23,960.00
SUBTOTAL	\$150,176.49
TOTAL TAX	\$11,830.58
PROJECT TOTAL	\$162,007.07

OPTIONS Not included in the project total. Initial to the left to add the option to your project.

_____ SILVER SERVICE PACKAGE (PAID ANNUAL) +\$3,200.00

TERMS

I accept this proposal and hereby authorize BCT Entertainment to proceed with the installation of the included systems at the facilities of City of Diamond Bar constructing at 1600 Grand Ave Diamond Bar, CA 91765 as described in the totality of this document. The proposal timeline of the installation is subject to the availability of the equipment, and may change at anytime. I further authorize BCT Entertainment to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to BCT Entertainment. In keeping with the Terms of Payment listed above: It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until City of Diamond Bar and BCT Entertainment agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by City of Diamond Bar or their staff, construction, other building trades or any other party, and additional costs may be incurred by City of Diamond Bar from BCT Entertainment. If such delays result in additional costs that are not covered by the pricing in this proposal: I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City of Diamond Bar and BCT Entertainment. This proposal is valid only if accepted in writing by City of Diamond Bar and within 180 days of June 4th, 2025.

All products that are **ordered from the manufacturer are subject to a 20% restocking fee** upon cancellation or termination of contract. All pricing is valid for 14 **calendar** days unless noted above. **Additionally, proposals are subject to the following payment schedule:**Net 30 days upon receipt of equipment, Net 30 days for labor upon project completion.

ACCEPTANCE

CITY OF DIAMOND BAR

SIGNED

DATE

PRINT NAME

TITLE

BCT ENTERTAINMENT

SIGNED

DATE

PRINT NAME

TITLE

SIGNAL DISTRO AND SWITCHING

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
1	QSC SLQUD-8N-P Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core C...	\$127.70	\$127.70	\$0.00	\$0.00	\$127.70
1	QSC CORE 110f-v2 Unified Core with 24 local audio I/O channels...	\$3,289.76	\$3,289.76	\$0.00	\$0.00	\$3,289.76
1	QSC SLMST-110-P Q-SYS Core 110 license for Microsoft Teams R...	\$546.90	\$546.90	\$0.00	\$0.00	\$546.90
1	QSC QIO-RMK Rack mount tray and blanking panels to mount u...	\$144.36	\$144.36	\$0.00	\$0.00	\$144.36
1	QSC QIO-LVR4 Q-SYS peripheral providing 4 low-voltage relay p...	\$392.13	\$392.13	\$0.00	\$0.00	\$392.13
1	QSC QIO-GP8x8 Q-SYS peripheral providing control expansion w...	\$355.35	\$355.35	\$0.00	\$0.00	\$355.35
1	IPOINT 72350 CONNECT PRO WallStation Black	\$202.43	\$202.43	\$0.00	\$0.00	\$202.43
1	Apple MV273LL/A iPad Air 13in	\$924.23	\$924.23	\$0.00	\$0.00	\$924.23
1	IPOINT 72326 CONNECT PRO CASE BLACK works with iPad Pro 12..	\$202.43	\$202.43	\$0.00	\$0.00	\$202.43
1	QSC Programming			\$8,360.00	\$8,360.00	\$8,360.00
1	MSI CUBINUC1M010 Cubi NUC 1MG Mini PC	\$635.00	\$635.00	\$0.00	\$0.00	\$635.00
1	BCT Entertainment Materials Equipment Rack Hardware	\$80.00	\$80.00	\$0.00	\$0.00	\$80.00
1	Platinum Tools 661-24C6 Patch Panel 24 Port Cat6 NS 110 Box	\$73.04	\$73.04	\$0.00	\$0.00	\$73.04
1	Netgear NET-GSM4248PX-100NAS AV Line M4250-40G8XF-PoE+ 4..	\$2,569.77	\$2,569.77	\$0.00	\$0.00	\$2,569.77
1	Middle Atlantic WR-44-32 44SP/32D ROLLOUT ROT RACK	\$2,339.66	\$2,339.66	\$0.00	\$0.00	\$2,339.66
1	Middle Atlantic UPX-RLNK-1500R-2 1500VA 120V UPS RLNK BANK..	\$2,827.42	\$2,827.42	\$0.00	\$0.00	\$2,827.42
1	Middle Atlantic RLNK-1615V 15A,16 OUT,IP CTRL VPS	\$397.67	\$397.67	\$0.00	\$0.00	\$397.67
2	Middle Atlantic UD1 1SP UTIL.DRAWER,BLACK	\$141.37	\$282.74	\$0.00	\$0.00	\$282.74
1	Middle Atlantic MW-4QFT-FC 4.5"(4)FAN/TOP W/FC M/W	\$793.76	\$793.76	\$0.00	\$0.00	\$793.76
1	Middle Atlantic RLNK-915R 15A,9 OUT,IP CTRL POWER	\$656.67	\$656.67	\$0.00	\$0.00	\$656.67
1	Middle Atlantic EB4 4SP FLANGED ECONO BLANK	\$25.09	\$25.09	\$0.00	\$0.00	\$25.09
1	BCT Entertainment Materials Equipment Rack Hardware	\$584.80	\$584.80	\$0.00	\$0.00	\$584.80

SYSTEM A TOTAL

\$25,810.91

SIGNAL DISTRO AND SWITCHING TOTAL

\$25,810.91

DISPLAY SYSTEM

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
4	Samsung BE65C-H 65IN BEC Series Commercial TV Crystal UHD Disp.	\$876.54	\$3,506.16	\$0.00	\$0.00	\$3,506.16
1	Marshall Electronics ML-702-V2 Dual 7" 1920 x 1200 LCD 3RU Rack M..	\$927.12	\$927.12	\$0.00	\$0.00	\$927.12
1	QSC NV-21-HU 4K60 4:4:4 Network Video Endpoint for Q-SYSEcosy...	\$1,748.99	\$1,748.99	\$0.00	\$0.00	\$1,748.99
1	QSC NV-1-H-WE 4K60 4:4:4 HDMI Encoder for in-wall applications, i...	\$1,030.65	\$1,030.65	\$0.00	\$0.00	\$1,030.65
1	Kramer Electronics VP-410 Composite Video & Stereo Audio to HDM..	\$267.21	\$267.21	\$0.00	\$0.00	\$267.21
1	Epson V11HA96120LA OWNER FURNISHED PowerLite L775U 4KE Pr...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Da-Lite 84329L OWNER FURNISHED ADVANTAGE 159D 78X139NPA M.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	PAG Custom Panel	\$289.19	\$289.19	\$0.00	\$0.00	\$289.19
1	PAG Custom Panel	\$318.10	\$318.10	\$0.00	\$0.00	\$318.10
1	QSC NC-12x80 12x Optical Zoom 80° Horizontal Field of View, PTZ N..	\$3,860.06	\$3,860.06	\$0.00	\$0.00	\$3,860.06
1	QSC NV-32-H (Core Capable) 4K60 4:4:4 Network Video Endpoint fo...	\$3,481.12	\$3,481.12	\$0.00	\$0.00	\$3,481.12
SYSTEM A TOTAL						\$15,428.60
DISPLAY SYSTEM TOTAL						\$15,428.60

AUDIO SYSTEM

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
3	Shure ULXD4Q=G50 Quad Digital Wireless Receiver with intern...	\$6,163.74	\$18,491.22	\$0.00	\$0.00	\$18,491.22
8	Shure ULXD2/SM58=G50 Handheld Transmitter with SM58® Mi...	\$580.90	\$4,647.20	\$0.00	\$0.00	\$4,647.20
4	Shure ULXD1=G50 Digital Wireless Bodypack Transmitter with...	\$541.91	\$2,167.64	\$0.00	\$0.00	\$2,167.64
1	Shure UA221 Passive Antenna Splitter/Combiner Kit. Includes ...	\$164.47	\$164.47	\$0.00	\$0.00	\$164.47
2	Shure UA8100 100' UHF Remote Antenna Extension Cable, BNC...	\$268.06	\$536.12	\$0.00	\$0.00	\$536.12
2	Shure UA864US Wall-Mounted Wideband Antenna	\$452.00	\$904.00	\$0.00	\$0.00	\$904.00
2	JBL Professional PRX415M 15" two-way stage monitor or front...	\$635.03	\$1,270.06	\$0.00	\$0.00	\$1,270.06
2	JBL Professional COL800-BK 32" Slim Column Speaker, four 5"...	\$581.40	\$1,162.80	\$0.00	\$0.00	\$1,162.80
1	BCT Entertainment Installation Installation of (6) RDL Dual XLR...			\$0.00	\$0.00	\$0.00
1	BCT Entertainment Materials Bulk Wire and Cabling	\$1,680.00	\$1,680.00	\$0.00	\$0.00	\$1,680.00
1	BCT Entertainment Installation Installation and Configuration			\$10,400.00	\$10,400.00	\$10,400.00
12	Shure SB900B RECHARGEABLE BATTERY	\$101.79	\$1,221.48	\$0.00	\$0.00	\$1,221.48
1	QSC CX-Q 4K4 4-Channel 1000W/CH Q-SYS Network Amplifier, ...	\$3,112.78	\$3,112.78	\$0.00	\$0.00	\$3,112.78
1	QSC CX-Q 4K8 8-Channel 500W/CH Q-SYS Network Amplifier, L...	\$4,542.51	\$4,542.51	\$0.00	\$0.00	\$4,542.51
1	RF Venue 4ZONE The 4 ZONE antenna combiner takes the comp...	\$785.71	\$785.71	\$0.00	\$0.00	\$785.71
4	Shure SBC220 2 Bay Networked Docking Station	\$343.42	\$1,373.68	\$0.00	\$0.00	\$1,373.68
2	Shure SBC220-US 2 Bay Networked Docking Station	\$418.42	\$836.84	\$0.00	\$0.00	\$836.84
4	QSC AD-S6T-WH 6.5" Two-way surface speaker, 70/100V transf...	\$382.50	\$1,530.00	\$0.00	\$0.00	\$1,530.00
1	QSC und6IO-BT 4x2 Channel 2 Gang US, Dante/AES67 Wall Plate...	\$1,227.64	\$1,227.64	\$0.00	\$0.00	\$1,227.64
14	QSC AD-C6T-HC 6.5" Two-way high ceiling, blind mount ceiling...	\$513.16	\$7,184.24	\$0.00	\$0.00	\$7,184.24
4	QSC AD-S6-WH 6.5" Two-way surface speaker, 16Ω (no transfo...	\$367.10	\$1,468.40	\$0.00	\$0.00	\$1,468.40
4	QSC AD-C6T-ZB-WH 6.5" Two-way ceiling speaker, 70/100V tran...	\$276.31	\$1,105.24	\$0.00	\$0.00	\$1,105.24
2	Shure UA864US Wall-Mounted Wideband Antenna	\$678.00	\$1,356.00	\$0.00	\$0.00	\$1,356.00

SYSTEM A TOTAL \$67,168.03

AUDIO SYSTEM TOTAL \$67,168.03

CONTROL SYSTEM

SYSTEM A

QTY	DESCRIPTION		PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
1	QSC	TSC-101-G3 Q-SYS 10.1" PoE Touch Screen Controller for In-Wa..	\$2,474.26	\$2,474.26	\$0.00	\$0.00	\$2,474.26
1	QSC	SLQUD-8N-P Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Cap...	\$127.70	\$127.70	\$0.00	\$0.00	\$127.70
1	QSC	CORE 110f-v2 Unified Core with 24 local audio I/O channels, 12..	\$3,289.76	\$3,289.76	\$0.00	\$0.00	\$3,289.76
1	QSC	SLMST-110-P Q-SYS Core 110 license for Microsoft Teams Roo...	\$546.90	\$546.90	\$0.00	\$0.00	\$546.90
SYSTEM A TOTAL							\$6,438.62
CONTROL SYSTEM TOTAL							\$6,438.62

STAGE LIGHTING

SYSTEM A

QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
20	ETC CSPAR ColorSource PAR, XLR, black	\$689.30	\$13,786.00	\$0.00	\$0.00	\$13,786.00
20	ETC SELRW-7.5 D40/CSPAR Wide Round Diffuser in Frame, black	\$37.46	\$749.20	\$0.00	\$0.00	\$749.20
20	ETC 407CF Media/gel frame, 7.5 in / 190 mm, black	\$10.59	\$211.80	\$0.00	\$0.00	\$211.80
4	ETC CSLINEAR2 ColorSource Linear 2, XLR, black	\$1,690.12	\$6,760.48	\$0.00	\$0.00	\$6,760.48
8	ETC CSLWR.5 ColorSource Linear Wide round diffuser 0.5m	\$44.79	\$358.32	\$0.00	\$0.00	\$358.32
4	ETC CSLDS ColorSource Linear diffusion spacer (connecting 0.5...	\$13.03	\$52.12	\$0.00	\$0.00	\$52.12
5	ETC DPA-A powerCON to Edison, UL 1573, 5’	\$61.07	\$305.35	\$0.00	\$0.00	\$305.35
6	LEX Products DMX5PM-3PF 5 Pin DMX Male to 3 Pin Female	\$33.21	\$199.26	\$0.00	\$0.00	\$199.26
15	ADJ AC5PPCON6 - 5Pin DMX & Power Con link cables	\$46.54	\$698.10	\$0.00	\$0.00	\$698.10
1	ETC CS40 ColorSource 40 console	\$2,260.12	\$2,260.12	\$0.00	\$0.00	\$2,260.12
1	ETC CS40DC Dust cover CS40 and CS40AV console	\$60.26	\$60.26	\$0.00	\$0.00	\$60.26
1	Elation DMX10-53 DMX10-53; DMX A/B Split 1x10 XLR 5/3P 19	\$424.29	\$424.29	\$0.00	\$0.00	\$424.29
1	Doug Fleenor Design 221E-5 Two inputs, one output, isolated, 5...	\$1,406.91	\$1,406.91	\$0.00	\$0.00	\$1,406.91
28	VerSales Safety Cable Lighting Fixture Safety Cable	\$5.75	\$161.00	\$0.00	\$0.00	\$161.00
28	VER VCL7009 2" Half Coupler with 1/2" Nut, Silver	\$36.18	\$1,013.04	\$0.00	\$0.00	\$1,013.04
1	BCT Entertainment Installation Address, Hang and Focus of new...			\$5,200.00	\$5,200.00	\$5,200.00
1	BCT Entertainment Lift Rental 2 weeks with drop off and pick up			\$0.00	\$0.00	\$0.00

SYSTEM A TOTAL \$33,646.25

STAGE LIGHTING TOTAL \$33,646.25

PROJECT SUMMARY

LOCATIONS	EQUIPMENT	LABOR	TOTAL
SIGNAL DISTRO AND SWITCHING	\$17,450.91	\$8,360.00	\$25,810.91
DISPLAY SYSTEM	\$15,428.60	\$0.00	\$15,428.60
AUDIO SYSTEM	\$56,768.03	\$10,400.00	\$67,168.03
CONTROL SYSTEM	\$6,438.62	\$0.00	\$6,438.62
STAGE LIGHTING	\$28,446.25	\$5,200.00	\$33,646.25
REMOTE SUPPORT TIME BUCKET	\$1,500.00	\$0.00	\$1,500.00
SYSTEMS	EQUIPMENT	LABOR	TOTAL
SYSTEM A	\$126,032.41	\$23,960.00	\$149,992.41

SHIPPING, TAXES AND OTHER FACTORS MAY NOT BE REPRESENTED HERE AND WILL APPEAR ON THE ACCEPTANCE PAGE

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
To be determined

EQUIPMENT TOTAL	\$126,032.41
SHIPPING TOTAL	\$184.08
ENGINEERING	\$0.00
INSTALLATION	\$15,600.00
MANAGEMENT	\$0.00
PROGRAMMING	\$8,360.00
LABOR TOTAL	\$23,960.00
SUBTOTAL	\$150,176.49
TOTAL TAX	\$11,830.58
PROJECT TOTAL	\$162,007.07

OPTIONS Not included in the project total. Initial to the left to add the option to your project.		
	SILVER SERVICE PACKAGE (PAID ANNUAL)	+\$3,200.00

TERMS

I accept this proposal and hereby authorize BCT Entertainment to proceed with the installation of the included systems at the facilities of City of Diamond Bar constructing at 1600 Grand Ave Diamond Bar, CA 91765 as described in the totality of this document. The proposal timeline of the installation is subject to the availability of the equipment, and may change at anytime. I further authorize BCT Entertainment to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to BCT Entertainment. In keeping with the Terms of Payment listed above: It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until City of Diamond Bar and BCT Entertainment agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by City of Diamond Bar or their staff, construction, other building trades or any other party, and additional costs may be incurred by City of Diamond Bar from BCT Entertainment. If such delays result in additional costs that are not covered by the pricing in this proposal: I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City of Diamond Bar and BCT Entertainment. This proposal is valid only if accepted in writing by City of Diamond Bar and within 180 days of June 4th, 2025.

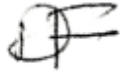
All products that are **ordered from the manufacturer are subject to a 20% restocking fee** upon cancellation or termination of contract. All pricing is valid for 14 **calendar** days unless noted above. **Additionally, proposals are subject to the following payment schedule:**Net 30 days upon receipt of equipment, Net 30 days for labor upon project completion.

Agenda #: 5.12
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **FIRST AMENDMENT TO CROSSING GUARD SERVICES CONTRACT WITH ALL CITY MANAGEMENT SERVICES, INC. THROUGH JUNE 30, 2027.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, a Crossing Guard Services Agreement with All City Management Services, Inc. for an annual contract amount of \$276,960.60 for Fiscal Years 25/26 and 26/27.

FINANCIAL IMPACT:

For Fiscal Year 25/26, a budget allocation of \$289,800 has been approved for crossing guard services. The City anticipates an annual expenditure of approximately \$280,000, based on an hourly rate of \$30.17 for Fiscal Years 25/26 and 26/27.

BACKGROUND:

Crossing guard services are provided to ensure the safety of school-aged children, parents, pedestrians, and others crossing at designated crosswalks near schools. The City requires that all crossing guards be properly trained and supervised to fulfill their responsibilities. Each crossing guard location is expected to receive up to three hours of service per day.

Below is a list of current crossing guard locations serving schools within the Walnut Valley and Pomona Unified School Districts:

Walnut Valley Unified School District

- | | |
|---------------------------|--|
| 1. Castle Rock Elementary | Cold Springs Lane & at front of school |
| 2. Castle Rock Elementary | Castle Rock Road & Cold Springs Lane |

- | | |
|-----------------------------|--|
| 3. Evergreen Elementary | Harmony Hill Drive & Evergreen Springs |
| 4. Evergreen Elementary | Pathfinder Road & Evergreen Springs |
| 5. Maple Hill Elementary | Maple Hill Park & Maple Hill Road (in front of school at midblock x-ing) |
| 6. Maple Hill Elementary | Blenbury Drive & Maple Hill Road |
| 7. Walnut Elementary | Golden Springs Drive & Lemon Avenue |
| 8. Walnut Elementary | Glenwick Drive & Lycoming Drive |
| 9. Walnut Elementary | Glenwick Avenue & Northampton Street |
| 10. Quail Summit Elementary | Quail Summit Drive & Winterwood Lane |
| 11. Quail Summit Elementary | Forrest Canyon near Park (mid-block) |
| 12. Chaparral Middle School | Diamond Bar Blvd & Mountain Laurel Way |

Pomona Unified School District

- | | |
|-------------------------------|---|
| 13. Golden Springs Elementary | Ballena Drive & Meadow Falls Drive |
| 14. Golden Springs Elementary | El Encino Drive & Prospect Valley Drive |
| 15. Neil Armstrong Elementary | Beaverhead Dr. & Cottonwood Cove Dr. |
| 16. Neil Armstrong Elementary | Clearview Crest Drive & Chicora Drive |
| 17. Lorbeer Middle School | Diamond Bar Blvd. & Golden Springs Dr. |

DISCUSSION:

On June 21, 2022, the City Council approved a service agreement with All City Management Services, Inc. (Vendor) to provide crossing guard services through June 30, 2025. The vendor has now requested a two-year extension through Fiscal Years 25/26 and 26/27.

In accordance with Section 2 of the original agreement, which allows for multi-year extensions based on exemplary performance, the City proposes to extend the contract from July 1, 2025, to June 30, 2027. The current hourly rate is \$29.32 for FY 2024–2025, based on 17 crossing guards working an average of 3.0 hours per day over 180 school days. Per the agreement, annual rate adjustments are tied to the Consumer Price Index (CPI) for the Los Angeles-Anaheim-Riverside area. The Vendor has submitted a request for contract extension (Attachment 2) and proposed increasing the hourly rate to \$30.17 per hour for fiscal years 2025–2026 and 2026–2027, representing a 3.0% increase and consistent with the CPI.

It is recommended that the City Council approve the First Amendment to the Agreement with All City Management Services, Inc., extending the contract through June 30, 2027, to ensure continued essential crossing guard services for school-aged pedestrians.

LEGAL REVIEW:

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

PREPARED BY:

Christian Malpica
Christian Malpica, Associate Engineer

6/17/2025

REVIEWED BY:

Hal Ghafari
Hal Ghafari, Public Works Manager/Asst. City Engineer

5/29/2025

David G. Liu
David G. Liu, Public Works Director/City Engineer

6/5/2025

Jason Jacobsen
Jason Jacobsen, Finance Director

6/5/2025

Attachments:

1. 5.12.a First Amendment to Agreement
2. 5.12.b Exhibit A - Vendor's Request for Extension

**FIRST AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT**

This First Amendment to Consultant Services Agreement ("First Amendment") is made and entered into as of June 17, 2025, by and between the City of Diamond Bar, a municipal corporation ("City"), and **All City Management, 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, 21, 2022**, 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, 2022 to June 30, 2025. This First Amendment does extend the overall Term from July 1, 2025 to June 30, 2027.

3. Revised Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of Two Hundred Sixty-Seven Thousand, One Hundred Eighty Eight Dollars and Zero Cents (\$267,158.00) per Fiscal Year.

Section 3 of the Original Agreement is hereby amended to provide for an increase of **Nine Thousand Eight Hundred Two Dollars and Sixty Cents (\$9,802.60)** so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed **Two Hundred Seventy Six Thousand Nine Hundred Sixty Dollars and Sixty Cents (\$276,960.60)** per Fiscal Year 2025-2026 and Fiscal Year 2026-2027 without the prior authorization of the City, subject to the rates described in the April 7, 2025 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"

All City Management, Inc.

By: 
 Printed Name: Barni Farwell
 Title: Owner

By: 
 Printed Name: Demetra Farwell
 Title: Corporate Secretary

"CITY"

CITY OF DIAMOND BAR

By: _____
 Dan Fox, City Manager

ATTEST:

 Kristina Santana, City Clerk

APPROVED AS TO FORM:


 Omar Sandoval, City Attorney



ALL CITY MANAGEMENT SERVICES

April 7, 2025

Christian Malpica
City of Diamond Bar
21810 Copley Dr., Diamond Bar, CA 91765

Dear Project Manager,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2025-2026 school year.

As you may know, hiring challenges have impacted all sectors of the labor market across the nation. Recently the United States Chamber of Commerce has published an article “Understanding America’s Labor Shortage”, which illustrates how thousands of jobs are published each month and yet a significant number of positions still remain unfilled. Essentially, labor force participations rates have still not returned to pre-COVID levels. This situation leads to heightened competition among businesses as they vie for the limited pool of available talent.

ACMS has experienced these same challenges and in many cases, we’ve transitioned a significant number of employees from an older, primarily stable workforce to a younger mobile workforce. This new segment of our employees are more sensitive to current cost-of-living increases and are looking for higher wages and more hours. They often accept our position and work for days, sometimes weeks and if we’re lucky months then abruptly leave when they find higher pay.

For these reasons, as well as cost increases in most segments of our business, we must appeal for an increase in our hourly rate for the upcoming 2025-2026 school year. To facilitate the calculation of the 2025-2026 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

We remain committed to providing a safe, cost-effective and professional School Crossing Guard Program and we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell

Baron Farwell,
General Manager

Client Worksheet 2025 - 2026

Department: 1006607

Billing Rate for 2025/2026: \$30.17

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days
For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		51		180		\$30.17	=	\$276,960.60
17	Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS 9180 TOTAL ANNUAL PROJECTED COST \$276,960.60

Client Worksheet 2026 - 2027

Department: 1006607

Billing Rate for 2026/2027: \$30.17

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days
For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		51		180		\$30.17	=	\$276,960.60
17	Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS 9180 TOTAL ANNUAL PROJECTED COST \$276,960.60

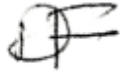
Agenda #: 5.13
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **CONSULTING SERVICES AGREEMENT WITH GLUMAC FOR THE PREPARATION OF THE DIAMOND BAR CIVIC CENTER ENERGY SUSTAINABILITY STUDY AND PREPARATION OF PLANS AND SPECIFICATIONS FOR RELATED ENERGY INFRASTRUCTURE IMPROVEMENTS.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Consulting Service Agreement with Glumac, in a not-to-exceed amount of \$109,270, plus a contingency amount of \$10,730, for a total authorization amount of \$120,000.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement, with a 10% contingency, is \$120,000. Sufficient funds are included in the FY2024/25 Public Works Operating Budget to cover the cost of this study. The City was awarded \$114,980 in grant funding through the federal Energy Efficiency and Conservation Block Grant (EECBG) program. The City's expenses for this project will be reimbursed through the EECBG program up to the grant amount.

BACKGROUND:

The City of Diamond Bar owns the Civic Center facility, which currently houses the operations of City Hall and the Library. The existing electrical infrastructure is original to the facility and requires an upgrade. Additionally, it was not designed to accommodate future needs, such as electric vehicle (EV) charging infrastructure, solar energy systems, and other energy efficiency technologies available today.

The City was awarded funding through the Federal Energy Efficiency and Conservation Block Grant (EECBG) program, administered by the U.S. Department of Energy, in the

amount of \$114,980 (Grant). The funding provides the City with the opportunity to evaluate and plan critical sustainability and energy efficiency infrastructure improvements.

To address the future energy needs of the Civic Center, the City is proposing to conduct a Sustainability Study to evaluate the electrical capacity and opportunities for improvement in the areas eligible for the Grant. The project scope includes assessing existing site conditions, identifying infrastructure limitations, and exploring potential strategies to accommodate electric vehicle (EV) charging and future energy needs. The Sustainability Study, as per the Grant's guidelines, was initially created to be a planning-level assessment, not a design project. Its findings would inform the scope of work for future design and construction phases. However, given the favorable proposals, there is an opportunity to incorporate some design elements into the project where feasible, utilizing the available grant funds.

The completion of the study is also essential to guide infrastructure planning and position the City to pursue future federal, state, and regional funding opportunities for the projects identified by this effort.

ANALYSIS:

On April 16, 2025, the City released a Request for Proposals (RFP) for the Diamond Bar Civic Center Sustainability Study through the City's online bidding platform (PlanetBids). Upon closure of the RFP, a total of twelve (12) proposals were received. One (1) proposal was deemed nonresponsive. The proposals and corresponding fee estimates are listed below:

#	Firm	Fee
1	Glumac, ATetraTech Company	\$38,830.00
2	Hammel, Green, Abrahamson, Inc.	\$44,670.00
3	P2S	\$55,691.00
4	ICF Incorporated, LLC	\$89,239.25
5	SERA Design and Architecture, Inc.	\$90,847.00
6	SYSKA Hennessy Group	\$95,205.00
7	Kimley-Horn & Associates, Inc.	\$99,590.00
8	LPA, Inc.	\$110,120.00
9	AECOM Technical Services, Inc.	\$114,867.00
10	Blue Strike Environmental	\$140,000.00
11	SY LEE Associates, Inc.	\$195,529.60
12	McCalmont Engineering	Nonresponsive

Staff evaluated all responsive proposals using qualitative metrics such as technical approach, project team qualifications, relevant experience, and demonstrated understanding of the City's sustainability objectives. Subsequently, proposals were also reviewed in the context of total proposed fees and estimated hours required to complete the scope of work.

Based on the evaluation criteria, Glumac A Tetra Tech Company (Glumac), was identified as the highest-ranked firm. In addition to submitting a competitive proposal, Glumac demonstrated relevant experience in planning microgrids for municipal facilities. The firm's proposal includes an approach for assessing existing Civic Center conditions and identifying strategies related to energy efficiency improvements, renewable energy, and electric vehicle infrastructure.

Glumac has experience providing similar services to other public agencies in Southern California. This background enables them to address local agency needs and applicable regulatory requirements effectively. This regional expertise positions them to deliver high-quality, cost-effective solutions that meet both local agency needs and regulatory expectations.

Additionally, due to Glumac's competitive price, there would be more capacity in the City's EECGB Grant to support more work. Glumac and its parent company, Tetra Tech, demonstrated their capabilities in design work. Therefore, staff negotiated with Glumac to include design services for the most critical components of the future improvements identified through the study in their proposal as optional tasks, at a reasonable price in line with the City's grant constraints. This includes the preparation of plans, specifications, and cost estimates (PS&E) for the upgrading of the City Hall's electric panel, the installation of additional electric vehicle (EV) charging stations, and solar photovoltaic carports (solar panels in the parking lot). Although this additional design effort adds \$55,025 to the project cost, when added to the essential service cost of \$38,830 and the other optional tasks (e.g., funding opportunities, life cycle analysis, etc.) of \$15,415, the total project cost \$109,270 would still be below the Grant amount of \$114,980.

According to the project schedule, the results of the study are expected to be completed in approximately six months, and will be presented to the City Council for consideration prior to the preparation of construction plans and specifications for the infrastructure improvements recommended by the study.

LEGAL REVIEW:

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

PREPARED BY:

Nicholas Delgado

Nicholas Delgado, Management Analyst

6/17/2025

REVIEWED BY:


Hal Ghafari, Public Works Manager/Asst. City Engineer

6/6/2025


Jason Jacobsen, Finance Director

6/9/2025


David G. Liu, Public Works Director/City Engineer

6/10/2025

Attachments:

1. 5.13.a Agreement with Glumac

CONSULTING SERVICES AGREEMENT

Design Professional

THIS AGREEMENT (the "Agreement") is made as **June 17, 2025** by and between the City of Diamond Bar, a municipal corporation ("City") and **Glumac, a Tetra Tech Company**, a *California 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 **Civic Center Sustainability Study** 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.

Nicholas Delgado, Management Analyst (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 **June 18, 2025**, and shall continue 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 **One Hundred Nine Thousand, Two Hundred Seventy Dollars and Zero Cents (\$109,270.00)** 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, 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. 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. 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 agents or 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, State agency, including the Public Employee Retirement System, 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, its employees or subconsultants, 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 a business license with the City of Diamond.

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. To the maximum extent permitted by Civil Code section 2782.8, Consultant shall defend, indemnify 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 Consultant's employees or Consultant's contractors;

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

(3) Any and all claims for 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.

(4) The Consultant's obligations to indemnify, defend and hold harmless the City shall survive termination of 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;

(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; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of \$1,000,000. If such insurance is on a claims' made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

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 ten (10) day's 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 except for professional liability insurance, 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. In the case of professional liability insurance, such coverage shall be issued by companies either licensed or admitted to conduct business in the State of California so long as such insurers possesses the aforementioned Best's rating.

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 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 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 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 mailing 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 or as may otherwise be agreed to by and between the Project Manager and the Consultant.

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. Reserved.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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"

Glumac, a Tetra Tech Company
707 Wilshire Blvd, 23rd Floor
Los Angeles, CA 90017
 Attn.: Drew Karson
 Phone: (760) 274-5574
 E-mail: dkarson@glumac.com

"CITY"

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

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

29. 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.

30. 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"

"City"

Glumac, a Tetra Tech Company

CITY OF DIAMOND BAR

By: _____
 Printed Name: _____
 Title: _____

By: _____
 Dan Fox, City Manager

By: _____
 Printed Name: _____
 Title: _____

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.*

Prepared For
City of Diamond Bar

Date Re-Issued
06.05.2025

STATEMENT OF QUALIFICATIONS - Response File Revision 01

City of Diamond Bar

Civic Center Sustainability Study



Original Submittal Date:
May 14, 2025

Revision 1 Submittal Date:
June 5, 2025

Proposal Name:
City of Diamond Bar Civic
Center Sustainability Study

Submitted to:
Nicholas Delgado
ndelgado@diamondbarca.gov
909.839.7088

Glumac Address:
707 Wilshire Blvd
23rd Floor
Los Angeles, CA 90017

Glumac Proposal Contact:
Drew Karson
dkarson@glumac.com
760.274.5574

Glumac Proposal Number:
P25US400640

Dear Nicholas,

We understand that the City of Diamond Bar has three goals going forward in the current strategic plan, including creating a resilient environment with a commitment to protect natural resources. The move to enhance the sustainability and resilience of the Civic Center is a key step in achieving this goal. Both long and short term positive impacts come from cities committing to green energy options, and all buildings present their own unique opportunities for sustainable innovation. Our motto is **Green Buildings That Work** and we apply that to every project we have the privilege to work on.

Glumac's team has worked with many institutions to help identify and establish a path forward in order to comply with both regulatory and self-identified sustainability and energy goals. We have had the opportunity to work with Orange County Waste and Recycling, City of San Luis Obispo, Los Angeles World Airport, Contra Costa County, and the California Department of General Services in providing similar services, reviewing existing structures to find opportunities for clean energy sources and EV infrastructure.

We are eager to apply our experience and to support the City of Diamond Bar in studying the Civic Center for the purpose of updating the existing electrical infrastructure in order to meet the needs of the future planned EV fleet and solar energy system.

Sincerely,



Drew Karson, LEED Green Associate, EEP, Associate | Project
Manager

Microgrids and Energy Resilience

Glumac supports government facilities in hardening their energy infrastructure, improving operational resilience, and increasing energy efficiency during normal operations. We support our clients starting with preliminary feasibility studies through full engineering design and commissioning. Through this process, we help our clients prioritize energy resilience upgrades within individual buildings or across a portfolio of facilities to ensure emergency and critical operations are maintained during disruptions.

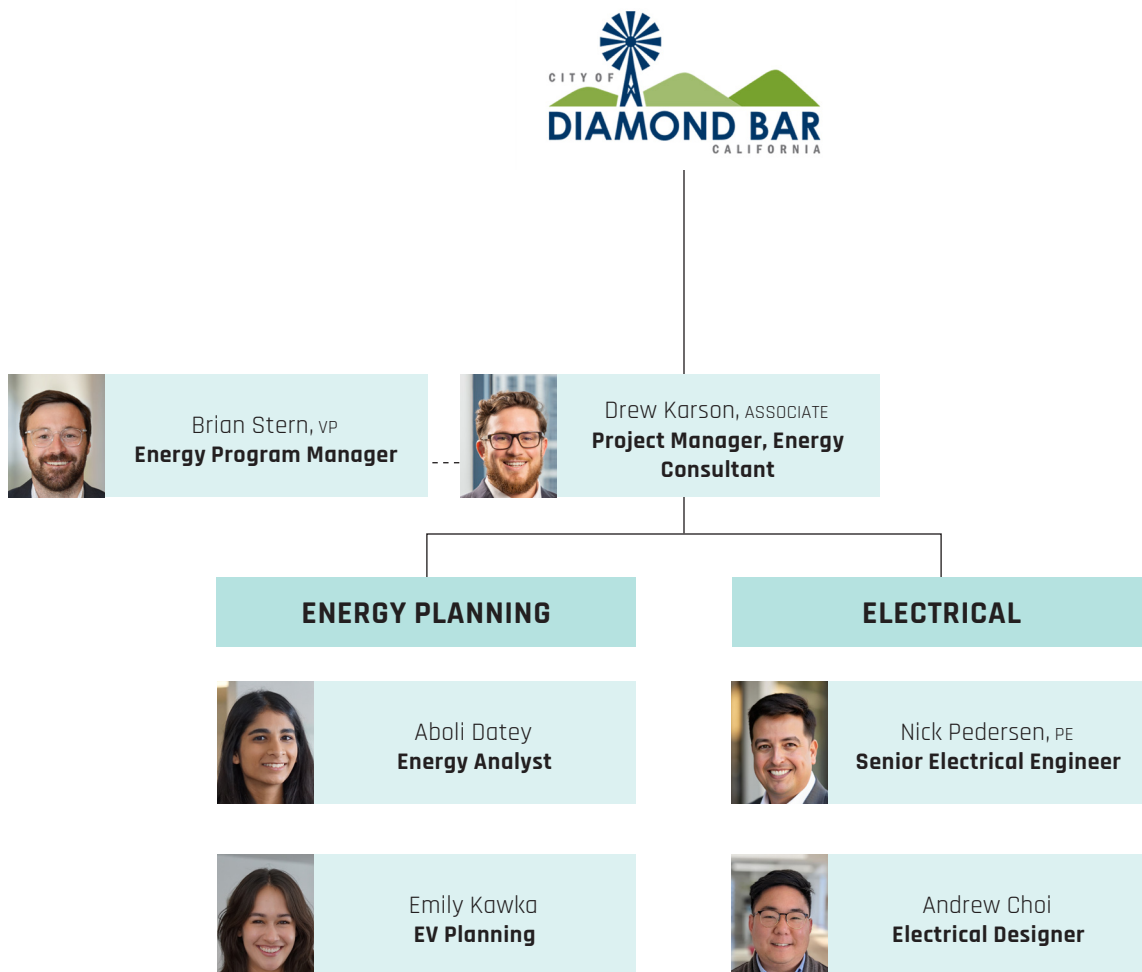
Our established team includes expertise in emergency management and resilience planning, distributed generation, renewable energy, utility rate analysis, cybersecurity, master planning, and project development. Our energy team provides solar PV, BESS, and microgrid energy modeling to develop a full life cycle cost analysis of various generation and storage options. Our engineering team supports the assessment, design, and procurement of distributed energy resources and will bring experience to execute complete complex projects across critical government facilities, data centers, and healthcare campuses. Our commissioning team works on small and large energy systems, including central utility plants, combined heating & power (CHP) plants, and microgrid systems.

Collectively our team brings a range of experience delivering energy resilience planning, engineering and commissioning services for critical public facilities.

- **City of Los Angeles Municipal Building Portfolio:** Portfolio strategy for deploying solar PV, BESS and microgrids across all police, fire, and critical facilities.
- **California Office of Emergency Services Mather Headquarters Building:** Engineering design to integrate a BESS and microgrid controller with existing solar PV and generators to create a 14-day microgrid system.
- **City of San Luis Obispo Fire Station and 911 Call Center:** Microgrid feasibility study to develop a microgrid integrating solar PV and BESS with the existing generators.
- **California Office of Emergency Services Southern California Headquarters:** Engineering design services for a new emergency operations center with a 72 hour microgrid system.
- **City of San Jose Fire Training Center:** Engineering design for a new fire training and emergency operations with a clean energy microgrid system.
- **Southern California Gas Operations Control Center:** Engineering design of a new emergency operation and control center with clean energy microgrid system.
- **San Diego State University Main Campus:** Energy master plan to transition from an existing 14.3 MW cogeneration plant to a clean energy campus microgrid system with solar PV, BESS, generators, load management controls and a microgrid controller.
- **Los Angeles Community College District West LA, East LA and LA Southwest Campuses:** Energy master plan to develop campus microgrids to support Red Cross emergency centers.
- **California State University East Bay Main Campus:** Energy master plan to support the phased development of a campus microgrids.
- **Oregon State Treasury:** Engineering design and commissioning of a resilient microgrid systems for minimum 96 hours of operation.
- **University of California Merced Smart Farming Demonstration Center:** Conceptual design of an off-grid agricultural research facility will fully electrified farming equipment.
- **City of Petaluma Backup Power Study:** Evaluation of energy resilience and microgrid options at 16 critical city facilities.

Organizational Chart

We have built a team with a balance of experts who have the experience and the qualifications to support the Civic Center Sustainability Study. Glumac agrees to notify the City and furnish required information should any personnel changes occur.



“We focus on impact. Building performance must be results oriented, and we provide clients with data insights to make impactful energy reduction decisions.”

BRIAN STERN, Director of Energy

Project Understanding

PROJECT BACKGROUND

We recognize that the City of Diamond Bar needs to upgrade its electrical infrastructure at the Civic Center to support future sustainability measures, including electric vehicle (EV) charging infrastructure, solar energy systems, and battery energy storage systems. The existing electrical infrastructure, which is original to the facility, was not designed to accommodate these future requirements. Additionally, the City is committed to transitioning its municipal fleet to zero-emission vehicles in compliance with Executive Order N-79-20 and the California Air Resources Board (CARB) Advanced Clean Fleets (ACF) Regulation, which will require significant planning and infrastructure upgrades.

Our firm brings extensive experience in building design, resilience planning, EV infrastructure planning, renewable energy, and electrical engineering. We will leverage this expertise to conduct a comprehensive evaluation of the existing electrical infrastructure, forecast future energy demands, and identify necessary improvements to achieve compliance and meet the City's long-term environmental and operational goals. Our approach includes establishing a baseline assessment of existing conditions, conducting a detailed analysis of potential technology types and capacities, and providing specific recommendations, results, and implementation guidance.

PROJECT GOALS

We understand the overall goal of this project is to develop a Sustainability Plan that will guide the City of Diamond Bar in investing in infrastructure upgrades to improve the operations, resilience, and sustainability of the Civic Center. This includes a comprehensive evaluation of existing conditions, forecasting future electrical demand, and assessing the feasibility and impact of integrating EV charging infrastructure, solar PV systems, and battery energy storage systems.



Project Approach

PHASE 1: KICKOFF PHASE

Objective: Establish project goals, schedule, and key performance indicators (KPIs) for the City's Civic Center Sustainability Study.

1A) Kickoff Meeting

Glumac will host a project kick-off meeting with key project stakeholders to review the draft feasibility study and discuss other critical items.

1. Review project goals, background information, past feasibility studies, and any other relevant City planning documents.
2. Establish guiding principles for minimum project requirements and decision-making criteria.
3. Review and discuss resilience requirements for the facility, its critical operations, and expected future performance capabilities.
4. Review data collection needs and develop a plan to minimize impact on City employees.

1B) Project Workplan

Glumac will work closely with the City of Diamond Bar to create a project work plan, including a scheduled list of key milestones, deliverables, and associated meetings. We will identify critical path items and establish key timelines to ensure the project stays on schedule. Establishing a clear work plan is critical to ensuring goals and expectations are met while maintaining the project schedule and budget. High levels of coordination between stakeholders and receiving feedback from the City during this phase (and future phases) are critical to ensuring timely and efficient completion of tasks.

1. Develop a detailed project work plan to outline key milestones and deliverables.
2. Collaborate with the City to finalize the work plan, ensuring alignment with stakeholder expectations.

1C) Data Collection

Glumac will collect and consolidate relevant historical information. Collecting data can be a time-consuming effort and is a potential area of concern for maintaining the schedule. To mitigate this risk, Glumac has developed a data collection process that alleviates some of the challenges and minimizes the impact on capital planning and facilities management groups. We schedule data request meetings early in the project, establish file-sharing protocols on preferred platforms, and we provide a tracking tool to monitor the collected data. When data is not available, Glumac can lean on our extensive portfolio of past projects and engineering experience to fill in gaps with benchmarked data, engineering approximations, and code-mandated performance values. Our preliminary list of information requests includes the following:

1. As-built drawings for the Civic Center and associated electrical infrastructure.
2. Previous engineering feasibility studies or facility condition assessments
3. Compiled critical requirements list
4. The existing generator make, model, capacity, and location (if applicable)
5. Utility and submeter energy data (electricity)

6. If remote access is available, Glumac will request it to streamline the data collection process from the City's building automation system (BAS), energy management systems (EMS), and any other building data platforms.

Deliverables

Kickoff Meeting Presentation: An introductory presentation summarizing the City of Diamond Bar Sustainability Study. Deliverables will include a PowerPoint presentation and PDF. City Facilities staff may leverage the presentation to engage with senior leadership and/or wider City stakeholders.

Detailed Project Workplan Document: Detailed project work plan document, including project management and data collection tracking tool.

PHASE 2: EXISTING INFRASTRUCTURE EVALUATION

Objective: Understand the existing electrical infrastructure, site constraints, and operational requirements at the Civic Center. Document baseline existing conditions and energy performance. Identify unique conditions.

2A) Review Existing Documents

1. Review existing engineering documents and as-built drawings to evaluate the condition and code compliance of current electrical systems.
2. Confirm capacity and reliability of utility electrical infrastructure through reviewing utility drawings, interviewing facility staff regarding historical utility outages, and coordinating with SoCal Edison (SCE) to receive and review outage logs and interval data.
3. Review existing metered interval data from the utility. Identify and calculate the facility's peak demands, annual energy usage, and hourly load profile.

2B) Site Visits

For the site visit, Glumac will conduct an on-site review of the Civic Center. This information will be used for this phase's final deliverable. The site analysis will include:

1. Verify the type, capacity, and condition of the existing electrical systems and backup power system equipment
2. Interview with facility managers to gather qualitative data on the facility's operational expectations and historical reliability.
3. Assess the available space and physical constraints for the installation of new PV, BESS, and EV systems, as well as any associated required upgrades, such as new main switchboards or utility feeders.
4. Assess the potential impact of new EV chargers on the existing parking layout, including potential parking losses and relocation needs.
5. Evaluate ADA compliance and identify necessary improvements to accommodate EV infrastructure.
6. Evaluate interior and exterior lighting control systems and verify type, condition, quantity, and opportunities for energy efficiency upgrades

2C) Electrical Demand Forecast

Glumac will perform energy modeling analysis to forecast future electrical demand associated with electrification of the City's fleet, installation of new EV chargers, and potential expansion of the facilities and/or amenities.

1. Calculate the total facility's anticipated future electrical loads, including EV chargers for both the city fleet and public use, using energy modeling software (such as IES-VE, Xendee, and Helioscope).
2. Quantify the impact on utility rates, carbon emissions, and operational resilience with respect to the existing electrical infrastructure and forecasted future utility rate escalation and future carbon emissions coefficient as reported by SCE.

Deliverables

Existing Infrastructure and Electrical Demand Forecast Update: Provide a baseline assessment presentation summarizing findings. Deliverables will include a memo and brief PowerPoint presentation to provide an update on progress. Target audience includes the core City project team.

PHASE 3: EV CHARGING, PV, AND BESS INFRASTRUCTURE PLANNING

Objective: Provide preliminary layouts of the anticipated sustainability upgrades with multiple options per technology. Understand the site constraints and maximum capacities of each system type to be used for further analysis in the following phases.

3A) Conceptual Site Plan

Glumac will create preliminary options of site plan layouts with the impacts on space capacity and operations associated with each option.

1. Assess the potential impact of new EV chargers on the existing parking layout, including potential parking losses and relocation needs.
2. Evaluate ADA compliance and identify necessary improvements to accommodate EV infrastructure.
3. Identify areas for PV and BESS installation and evaluate any constraints for the maximum installed capacity, such as available square footage, proximity to required electrical gear, solar shading access due to trees and nearby facilities, and mandated code setbacks.

Deliverables

Preliminary Concept Site Plan: Provide a preliminary, marked-up PDF of the site including possible locations for EV chargers, PV, and BESS to be installed. This is intended to be used for as a starting point for refined options analyses in the following phases.

PHASE 4: SUSTAINABILITY & RESILIENCE ENHANCEMENTS

Objective: Identify potential energy technologies and conceptual system options to improve resilience, reduce carbon emissions, and achieve overall cost savings at the Civic Center. Ensure and clearly explain the technical considerations required to comply with local, state, and federal regulations.

4A) Scenario Modeling

Glumac will incorporate the information from the previous phases and calculate recommended sustainability and resilience enhancements for the Civic Center. Identify feasible options with favorable paybacks and that achieve outcomes identified during the kickoff phase.

1. Perform energy modeling to determine the optimal size and type of PV and battery storage systems,

focusing on cost efficiency, operational capabilities to support an increased electrical load, and carbon footprint reduction.

2. Develop a technology summary matrix with key information about each technology, focusing on cost savings, carbon emissions reductions, and operational resilience.
3. Analyze backup power configurations and potential energy technologies using simulation tools to enhance operational resilience.
4. Clearly state and emphasize required engineering design considerations for each technology that are needed to meet compliance with relevant local, state, and federal regulations, such as the National Electric Code.

Deliverables

Progress Update Memo: A progress update memo or presentation that will document the findings of this phase that are to be incorporated into the draft and final reports. These findings include:

1. Facility upgrade reviews
2. Optimized capacity per technology type

PHASE 5: INFRASTRUCTURE RECOMMENDATIONS AND CONCEPTUAL PLAN

Objective: Provide final site recommendations and a conceptual site plan for the Civic Center, focusing on cost savings, carbon emissions reductions, and operational resilience.

5A) Facility Planning Report

Based on the results from Phase 3, Glumac will provide a consolidated memo of final site recommendations. These will be included in the final deliverable and will contain the following:

1. Estimated utility bill reductions, carbon emission reductions, and generation capacity per system
2. Resilience requirements and anticipated operational capabilities during an outage with the recommended PV and BESS configuration

Deliverables

Final Report: Provide a final report summarizing recommendations and documenting all tasks provided during the project and supporting calculation data.

Final Presentation: Provide and deliver a final PowerPoint presentation summarizing recommendations. The City can also leverage the presentation to engage with senior leadership and/or wider stakeholders.

OPTIONAL PLANNING SERVICES - SCOPE OF WORK

The following tasks are part of the Optional Additional Services described in the RFP. These are described in detail below and priced separately from the mandatory tasks that will be accomplished as part of the Base Scope of Work. Only select phases in the Base Scope of Work have optional tasks, which are detailed below.

PHASE 1: KICKOFF PHASE

No Optional Additional Services

PHASE 2: EXISTING INFRASTRUCTURE EVALUATION

2D) Utility Coordination and Incentive Identification

Glumac will coordinate with the utility to discuss the feasibility and logistics of infrastructure upgrades as well as investigate any possible funding opportunities.

1. Coordinate with SCE to discuss electrical service needs and upgrade options.
2. Identify applicable funding opportunities, rebate programs, and technical assistance resources such as CALeVIP, SCE's Charge Ready Program, and California Energy Commission grants.

Deliverables

1. **Utility Coordination Report:** Preliminary results of coordination with the utility and recommendations for next steps
2. **Incentive Identification and Application Support Document:** Provide a summary of possible funding opportunities, including the cost impacts and eligibility requirements of the investigated rebate programs, incentives, and technical assistance resources

PHASE 3: EV CHARGING, PV, AND BESS INFRASTRUCTURE PLANNING

No Optional Additional Services

PHASE 4: SUSTAINABILITY & RESILIENCE ENHANCEMENTS

4B) Cost Estimating and Life Cycle Cost Analysis

Glumac will provide rough order of magnitude (ROM) cost estimates for system options in order to determine the feasibility of different upgrade recommendations. Providing early costing feedback is critical for the success of facility upgrade planning efforts. Additionally, Glumac will work with the City to identify and analyze funding sources to create optimal funding strategies for implementation. Glumac will support the City in distributing potential costs, operational impacts, and funding strategies early to City leadership and ensuring buy-in at a high level before moving into stakeholder engagement.

1. Provide rough order of magnitude (ROM) cost estimates for system options using cost estimation methodologies.
2. Develop a preliminary life-cycle cost analysis (LCCA) for solar PV and battery storage systems, highlighting long-term cost savings and environmental benefits.
3. Identify and define specific funding sources and present the LCCA findings with key metrics required for accessing and quantifying the funding source (annual cashflow, NPV, Levelized Cost of Energy, Simple Payback, etc.).
4. Integrate findings from utility coordination to refine cost-benefit analysis and payback periods for different strategies.

5. Assess the impact of identified incentives on overall project feasibility and financial planning.
6. Create a timeline with budget strategies to implement the project with maximal impact with respect to available funds identified in previous steps.

Deliverables

1. **Phase 4:** Sustainability & Resilience Enhancements
2. **LCCA Memo:** Rough installation cost and LCCA estimations for each recommended project, including the impact of identified incentives

PHASE 5: INFRASTRUCTURE RECOMMENDATIONS AND CONCEPTUAL PLAN

5A) Facility Planning Report

The below content will be added to the existing Final Report as described in the Base Scope of Work.

1. A phased implementation plan with priorities, estimated costs, and potential funding sources.
2. Provide optional financing or budget strategies to help the City pursue implementation in alignment with available resources.

OPTIONAL DESIGN SERVICES - FUTURE PHASE

Objective: Glumac understands this project is funded through the Energy Efficiency and Conservation Block Grant (EECBG) program. If the City decides to implement the designs recommended in the previous phases, Glumac can support the full engineering design and next steps of the implementation process.

The below scopes of work represent optional additional design services as requested by the City. Option 1 represents installing EV chargers and Option 2 represents adding PV and systems above the carport area with an option for possible BESS inclusion. Both options will evaluate and include designs for required associated electrical infrastructure upgrades. These fees are presented both separately (if only one option is pursued) and as a combined option (if both are pursued) which presents efficiencies in the workflow and is a lower overall fee than the sum of the two projects on their own.

Optional Design Services Option 1: EV Charging for Fleet and Public Parking

1. Investigation of existing conditions
2. Review of as-built plans and electrical loads
3. Engineering Design Package
 - a. Site Plan
 - b. Scaled Plan Views
 - c. One-Line Diagram
 - d. Schedules (Panel(s), feeders, available fault current, etc.)
 - e. Signage Details
 - f. Equipment Details (Pedestals, mounting, trenching, etc.)
 - g. Equipment Specification Sheets
 - h. Structural letter of approval or drawings if required by the authority having jurisdiction

- i. Parking area reconfiguration by Civil Engineer
 - j. Construction specifications
 - k. Performance specification
- 4. Technical documentation and calculations required for rebates/incentives
- 5. Pre-bid meeting attendance
- 6. RFI support for contractor procurement
- 7. Submittal review

Optional Design Services Option 2: Solar PV Carports

- 1. Investigation of existing conditions
- 2. Review of as-built plans and electrical loads
- 3. Electrical Power Production and Utility Savings estimation
- 4. Engineering Design Package
 - a. Site Plan
 - b. Scaled Plan Views
 - c. One-Line Diagram
 - d. Schedules (Panel(s), feeders, available fault current, etc.)
 - e. Signage Details
 - f. Equipment Details (Grounding, racking, etc.)
 - g. Equipment Specification Sheets
 - h. Structural Design
 - i. Structural letter drawings and details
 - j. Engineering specifications
 - k. Performance specification
- 5. Technical documentation and calculations required for rebates/incentives
- 6. Pre-bid meeting attendance
- 7. RFI support for contractor procurement
- 8. Submittal review
- 9. Technical information required for interconnection agreement

Schedule

		Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Phase 1: Kickoff Phase	Kickoff Meeting																					
	Workplan																					
	Data Collection																					
	Deliverables																					
	City Review and Updates																					
Phase 2: Existing Infrastructure Evaluation	Review Existing Documents																					
	Site Visits																					
	Electrical Demand Forecast																					
	Deliverables																					
	City Review and Updates																					
Phase 3: EV Charging, PV, and BESS Infrastructure Planning	Conceptual Site Plan																					
	Deliverables																					
	City Review and Updates																					
Phase 4: Sustainability and Resilience Enhancements	Scenario Modeling																					
	Deliverables																					
	City Review and Updates																					
Phase 5: Infrastructure Recommendations and Conceptual Plan	Facility Planning Report																					
	City Review and Updates																					
	Final Presentation																					

Fee

	Fee
Base Services	\$38,830
Optional Planning Services	\$15,415
Optional Design Services 1	\$40,850
Optional Design Services 2	\$37,900
Optional Design Services 1 & 2	\$55,025

Hourly Rates

Key Team Member	Title	Hourly Rate
Brian Stern	Energy Program Manager	\$300
Nick Pedersen	Senior Electrical Engineer	\$250
Drew Karson	Energy Consultant	\$205
Andrew Choi	Electrical Designer	\$175
Aboli Datey	Energy Analyst	\$165
Emily Kawka	Energy Analyst	\$165

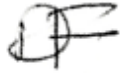
Agenda #: 5.14
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **DESIGN SERVICES AGREEMENT WITH IDS GROUP, INC. FOR PREPARATION OF ENGINEERED PLANS AND SPECIFICATIONS FOR THE DIAMOND BAR BOULEVARD ROADWAY STABILIZATION PROJECT.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Consulting Service Agreement with IDS Group, Inc., in a not-to-exceed amount of \$122,568, plus a contingency amount of \$12,432, for a total authorization amount of \$135,000.

FINANCIAL IMPACT:

The not-to-exceed amount of the Agreement, with a 10% contingency, is \$135,000. Sufficient funds are included in the FY2024/25 Public Works Operating Budget (100615-54400 and 100615-54430) to cover the cost of such services.

BACKGROUND:

A section of Diamond Bar Boulevard sidewalk, about 70 feet long, is visibly damaged between Cold Spring Lane and Crooked Creek Drive. The damage, located entirely within the public right-of-way, affects the road surface, curb, gutter, and sidewalk.

The Public Works Department has implemented temporary mitigation measures to stabilize the area, and there are currently no hazards to vehicular traffic or adjacent private property.

In March 2024, the City's geotechnical consultant, Ninyo & Moore, completed an evaluation of the existing soil and geologic conditions at the site and provided recommendations for permanent repair.

Preparation of engineered plans and specifications, cost estimates (PS&E), and structural designs prepared by a licensed professional engineer are now required as the next step in the process, and are necessary for bidding and the ultimate construction of the permanent repair of this section of the roadway.

ANALYSIS:

On April 16, 2025, the City released a Request for Proposals (RFP) for the Diamond Bar Boulevard Roadway Stabilization Project (Project) through the City's online bidding platform (PlanetBids). Upon closure of the RFP, two (2) proposals were received as follows:

#	Firm Name	Original Cost	Revised Cost
1	IDS Group, Inc.	\$165,936	\$122,568
2	Valued Engineering, Inc.	\$39,000	\$48,500

Staff evaluated the two proposals based on qualifications, relevant experience, approach to scope, and proposed costs. Given the project's significance and the specific design expertise required, the selected consultant must have direct experience with similar projects, and their team must possess the highest level of expertise. Timely service delivery is also crucial.

Following the evaluation of the two proposals, due to the significant price difference and some additional or missing components of the scope of work, both firms were contacted, interviewed, and given the opportunity to revise their proposals to meet the project's needs.

Value Engineering, Inc.'s initial proposal lacked components of the scope of work, similar projects, and team resumes related to key components of the project, including structural design. Although the firm's revised proposal attempted to meet some of those requirements by including a structural engineer sub-consultant, the final result was not as expected due to a lack of similar public projects and the general responsiveness of the project team. It was determined that the Value Engineering, Inc.'s proposal, while lower in cost, did not demonstrate the same level of responsiveness or alignment with the City's expectations for professional services needed for this project.

IDS Group, Inc.'s (IDS) initial proposal was both comprehensive and responsive, clearly understanding the project's technical requirements, including geotechnical and structural design. Its team has extensive experience with similar public infrastructure repair projects and includes the necessary licensed professionals. The team features seasoned structural engineers with relevant project experience, and their geotechnical subconsultant previously worked on a comparable project for the City (Diamond Bar Community Center Slope Stabilization Project) with successful results.

After the interview, IDS revised its proposal to remove or reduce some of the services that staff identified as unnecessary. Some modifications include the reduction of the land surveying area and right-of-way tasks. Following the negotiation of a reduced-cost proposal, it was concluded that IDS is well-positioned to deliver this Project efficiently and in alignment with the City's expectations. Staff conducted reference checks with

other agencies and received positive feedback on IDS's performance, quality of work, and ability to meet deadlines.

Based on a thorough evaluation of the proposals, IDS Group, Inc. is recommended as the best overall value and in the best interest of the City. Consistent with Diamond Bar Municipal Code Section 3.24.070(a), contracts for professional services shall be awarded on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of services at the best overall value to the city, and shall not be awarded solely based on the lowest cost.

LEGAL REVIEW:

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

PREPARED BY:

Nicholas Delgado

Nicholas Delgado, Management Analyst

6/17/2025

REVIEWED BY:

Hal Ghafari

Hal Ghafari, Public Works Manager/Asst. City Engineer

6/3/2025

David G. Liu

David G. Liu, Public Works Director/City Engineer

6/5/2025

Jason Jacobsen

Jason Jacobsen, Finance Director

6/11/2025

Attachments:

1. 5.14.a Agreement with IDS Group, Inc.

CONSULTING SERVICES AGREEMENT

Design Professional

THIS AGREEMENT (the "Agreement") is made as **June 17, 2025**, by and between the City of Diamond Bar, a municipal corporation ("City") and **IDS Group, Inc.** a **California 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 **Diamond Bar Boulevard Damage Repair Design 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.

Hal Ghafari, P.E., Public Works Manager/Assistant 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 June 18, 2025 and shall continue 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 **One Hundred Twenty-Two Thousand, Five Hundred Sixty-Eight Dollars and Zero Cents (\$122,568.00)** 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, 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. City will pay Consultant the amount properly invoiced within 35 days of receipt, but may withhold 10% 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. 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 agents or 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, State agency, including the Public Employee Retirement System, 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, its employees or subconsultants, 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 a business license with the City of Diamond.

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. To the maximum extent permitted by Civil Code section 2782.8, Consultant shall defend, indemnify 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 Consultant's employees or Consultant's contractors;

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

(3) Any and all claims for 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.

(4) The Consultant's obligations to indemnify, defend and hold harmless the City shall survive termination of 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;

(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; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of \$1,000,000. If such insurance is on a claims' made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

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 ten (10) day's 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 except for professional liability insurance, 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. In the case of professional liability insurance, such coverage shall be issued by companies either licensed or admitted to conduct business in the State of California so long as such insurers possesses the aforementioned Best's rating.

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 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 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 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 mailing 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 or may otherwise be agreed to by and between the Project Manager and the Consultant.

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. Reserved.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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"

IDS Group, Inc.
1 Peters Canyon Road
Suite 130
Attn.: Dr. Said Hilmy
Phone: (949) 387-8500

"CITY"

City of Diamond Bar
 21810 Copley Drive
 Diamond Bar, CA 91765-4178
 Attn.: Dan Fox, City Manager
 Phone: (909) 839-7010

E-Mail: Said.Hilmy@idsgi.com

E-mail: DFox@DiamondBarCA.gov

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

29. 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.

30. 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"

"City"

IDS Group, Inc.

CITY OF DIAMOND BAR

By: 

By: _____

Printed Name: Said Hilmy

Dan Fox, City Manager

Title: President

By: 

ATTEST:

Printed Name: Rami Elhassan

Title: Vice President

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.*

RESPONSE FILE



DIAMOND BAR

CITY OF DIAMOND BAR

Department of Public Works

Diamond Bar Boulevard Damage Repair
at Mapache Drive

May 15, 2025



IDS Group



May 15, 2025 (Revised May 21, 2025)

City of Diamond Bar
21810 Copley Drive
Diamond Bar, California 91765

Attn: Hal Ghafari, PE, Public Works Manager/Assistant City Engineer

SUBJECT: Diamond Bar Boulevard Damage Repair at Mapache Drive

Dear Mr. Ghafari and Members of the Selection Committee,

IDS Group, Inc. (IDS) is pleased to present our proposal to provide design services and develop plans, specifications, and estimates for the City of Diamond Bar to repair Diamond Bar Boulevard. As a fully integrated engineering/architectural multidisciplinary firm, IDS has significant and proven experience in providing E/A design services for complex design renovations, additions, modernizations, and new construction for various facilities and project types. IDS brings a proven track record of interfacing with project stakeholders and code compliance for public agency projects.

IDS' Value to the City of Diamond Bar:

- We have roots spanning over six decades, covering a wide range of renovation, expansion, and new projects that are aligned with the City of Diamond Bar. IDS embeds a value-oriented design approach, applying knowledge of applicable code standards, which is integrated into our City of Diamond Bar project work experience. IDS is teaming with Hushman Associates, Inc., geotechnical engineers, to ensure that the provided geotechnical report and recommendations are correctly incorporated into the design provided to the City.
- Our in-house E/A project team brings recent completed work experience for street rehabilitation projects that include, but not limited to, assessments, pre-design, engineering design services, and cost estimates.
- Mr. Adrian Anderson, Associate Principal for the IDS Civil Engineering Division, will be the main point of contact for the City. Any questions pertaining to our submittal can be directed to Adrian at 949.387.8500 Ext. 509 or via email, adrian.anderson@idsgi.com. Mr. Said Hilmy, PhD, PE, SE, LEED AP, Principal of IDS Group, hereby acknowledges that he will be the contract administrator for this submittal and will negotiate and contractually bind the firm regarding matters about this submittal.

IDS looks forward to continuing its relationship with the City of Diamond Bar with its quality technical expertise and design solutions.

Sincerely,

IDS Group

A handwritten signature in blue ink, appearing to read "Adrian Anderson".

Adrian Anderson, PE
Associate Principal, Civil / Project Manager

A handwritten signature in blue ink, appearing to read "Said Hilmy".

Said Hilmy, PhD, PE, SE, LEED AP
Principal In Charge/Contract Administrator

ORGANIZATION CHART



Said Hilmy, PhD, PE, SE, LEED AP
Principal in Charge /
Contract Administrator



Adrian Anderson, PE
Project Manager

CIVIL ENGINEERING TEAM			
	Paul Murray, PE Senior Civil Engineer		Jason Wetterich, PE Civil Engineer
	Narith Lao, PE, PLS, QSD Senior Land Surveyor		Jaime Rosenbach, PE, SE Structural Engineer
	Kristen Gros, ASLA, LEED AP ND Senior Landscape Architect		Faisal Dahkil Senior Cost Estimator

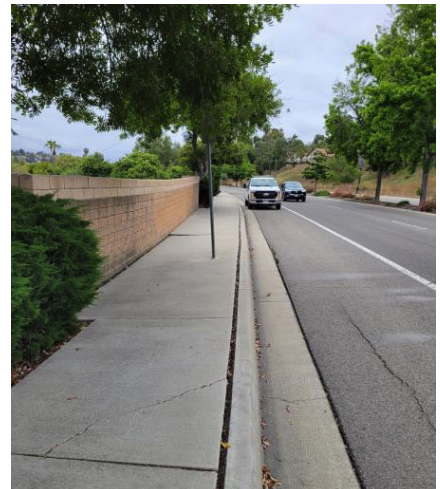
SUBCONSULTANTS	
Hushmand Associates, Inc. Geotechnical Engineering	C-Below Subsurface Imaging Utilities Locating



PROJECT UNDERSTANDING

PROJECT UNDERSTANDING

The Diamond Bar Boulevard Damage Repair at Mapache Drive project includes preparing construction documents for slope stabilization repair along Diamond Bar Boulevard in the vicinity of Mapache Drive. Excluded from scope is the potential slope remediation located on private property, which includes the approximately 1.5:1 slope up to the City street and the HOA's CMU block wall at the back of walk. The project area is defined within the geotechnical report previously prepared by Ninyo & Moore on March 8, 2024. The project will include civil and structural engineering design, land surveying, landscape architecture, and geotechnical engineering review services to support the roadway corridor slope stability enhancements along 70' of Diamond Bar Boulevard in the vicinity of 21221 Mapache Drive.



PROJECT APPROACH

IDS' approach to slope stabilization and necessary street and sidewalk improvements will be to focus on working in close collaboration with the City with the following approach in mind:

- **Kick-off Meeting:** Attend kick-off meeting with City stakeholders to determine project parameters, additional considerations, City needs and project goals (beyond stabilizing the slope), request existing documentation for review, and a site visit to understand the scope and scale of the project, and understand the vicinity existing conditions.
- **Surveying:** Prepare a topographic survey of the site including Diamond Bar Boulevard roadway from the block wall face to the raised median in the project vicinity. Survey excludes Mapache Drive and the slope on private property;
- **Design:** Design the slope stability system of piles so that the roadway users and private property owner will be protected from potential slope failure based on recommendations within the Ninyo & Moore report. Design of street sidewalk, curb and gutter, pavement and base, and existing landscape/irrigation will be performed to mitigate construction impacts;
- **Geotechnical:** As geotechnical slope stability challenges are the primary focus for the project, we are including Hushmand Associates, Inc. geotechnical engineers on our team to provide a high-level peer review of the

existing soils report and provide any additional feedback during design as well as provide added reassurance for the City that our team is working diligently to determine the proper path forward to meet the City's overall goals;

- **Utilities:** Provide design that protects existing utilities in place to the extent feasible. Nearby overhead electrical utility lines are assumed to be protected in place, and handling other utilities will be determined based on as-built records and utility coordination requests for facility maps. It is assumed the contractor will provide GPR or other underground utility location tools and potholing prior to conducting soil pile construction. We are excluding underground utility locating at this time, but can retain our subconsultant, C-Below as needed upon as-builts review for an additional T&M fee;
- **Easement Documents (Optional):** If required, this optional task will include preparation of easement documents for construction access and maintenance easements for any proposed public improvements within the private property. It is assumed that existing walls, slopes, and utilities are within public right of way or within existing easements. This will require that additional survey identify existing easements and project right of way based on available record data and title reports (title reports are assumed to be provided by the City);
- **Bidding:** Provide the City with design services support during the bid process, answer RFCs and clarify bid documents as-needed;
- **Construction Administration:** IDS will provide support during the construction phase for responding to contractor inquiries, RFIs, submittals, attend up to four virtual coordination meetings, and include limited visits to the site should the design or site conditions require further field clarification; and
- **As-Builts:** Provide the City with as-built drawings to record the contractor's field updates to the intended design drawings for future reference.

SCOPE OF WORK

TASK 1: Project Administration & Coordination

Task 1.1 Project Coordination: Includes management of the project team, coordination with the City and stakeholders, and general project management tasks. This task also assumes a monthly virtual coordination meeting as-needed for PM coordination and correspondence, and a kick-off meeting followed by a site visit.

TASK 2: Research

Task 2.1 Record Research and Utility Coordination: Includes requesting and reviewing utility maps, record drawings/as-builts, and other documents related to the development of the project and understanding of the historical and existing conditions.

Utility coordination includes research of Underground Service Alert (USA) database to determine what utility providers are in the project vicinity. Requests will be made for facility maps of each provider in the database. A log will be maintained to document responses and non-responses alike. Non-responsive utilities will be provided secondary notices. The facility maps will be incorporated into the utility base map files, which will themselves be compiled based on available as-built drawings and any at-grade appurtenances recorded by topographical surveying.



TASK 3: Topographic Survey and Construction Documents

Task 3.1: Topographic Survey and Base Sheet Preparation: Includes preparing base sheets for the project design as well as the following elements by our survey team:

- a. **SURVEY CONTROL:** Horizontal and vertical survey control will be established using existing centerline monuments, benchmarks, and utilizing the City of Diamond Bar vertical datum (NGVD 29) and the State Plane Coordinate System NAD 1983, Zone VI in US Feet.
- b. **TOPOGRAPHIC SURVEY:** Surface features will include full topo detail from face of block wall (at top of slope) to the raised median at 20' intervals (project length assumed as approximately 100') including crown of street within project limits, centerline monuments, centerline ties, asphalt, concrete, edge of gutter, flowline, top of curb, front of walk, back of walk, fences, walls, gates, trees, paint striping, surface utilities, manholes and any other prominent surface features for the purposes of Civil and Structural Design.

The survey will apply predominantly to the travel way and sidewalk adjacent to the work area, including the block wall at the top of slope. The opposing side of the street is separated by a raised median and is excluded from the project scope.

- c. **RECORD BOUNDARY:** The Right-of-way will be established from the Record Maps, utilizing the found centerline monuments and ties. Record Right-of-Way is preliminary. It is assumed that the City will provide title reports for work within private property, and applicable easements will be mapped from said title reports.

Task 3.2: 60% Construction Documents (CDs): Preparation of 60% plans, specifications, and cost estimates. Street design includes design for roadway repair of damaged street improvements as required for the geotechnical remedial repairs. This includes any signing and striping, curb and gutter, sidewalk, and asphalt roadway and base course replacements, and adjustment of existing utilities to finished grade.

Structural design includes detailing of a "pile- supported retaining system" as described and recommended in the Geotechnical Report, consisting of a row of cast in drilled hole (CIDH) reinforced concrete piles along the outer edge of the sidewalk at the top of the descending slope with reinforced concrete grade beams as required. Re-design and detailing of the sidewalk to match the current configuration are included. It must be pointed out that this structural repair methodology will not mitigate problems, if any, on the adjacent private property.

Continuous coordination with other the City and design team, as required, to ensure that all requirements and parameters in the Geotechnical report are met and complied with and any deviations are accounted for in the design.

Provide a complete set of Structural CDs and a complete set of Structural Calculations to support the CDs for submittal to the reviewing agency, and preparation of plan check correction responses as required to obtain a building permit.

Landscaping and Irrigation design is limited to replacement planting and irrigation for damage to same during construction within the project limits. Includes preparation of landscape and irrigation layout plans and details. Assumes irrigation water is existing within the project limits.

Task 3.3: 90% CDs: Includes updates of 60% plans, specifications, and cost estimates deliverables based on City comments and progress submittal updates. It is assumed that at this phase of project development there will be no significant design changes.

Task 3.4: 100% CDs: Includes updates of 90% plans, specifications, and cost estimates deliverables based on City comments and progress submittal updates.

Task 3.5: Plan Check: Includes updates of 100% plans and specifications based on City plan check comments in preparation, as required, to obtain a building permit. It is anticipated that there would be up to two plan check review cycles.

TASK 4: Additional Geotechnical Support

Task 4.1 IDS is teaming with Hushmand Associates, Inc. to provide geotechnical support and additional review of the existing soils report and recommendations prepared by Ninyo & Moore. This is a not to exceed amount for support of the IDS design team and provides the City with an additional layer of expert geotechnical review in consideration of the primary project objective to stabilize the slope along the edge of the roadway. It is understood that any further geotechnical work by the geotechnical consultant of record may be authorized at the City's discretion pending review and recommendations, if any, by the IDS team.

TASK 5: Bid Support

Task 5.1 IDS will assist the City during the bidding process by preparing responses to bidder RFCs, questions, and providing updates to the CDs for any errors or omissions. IDS will also assist the City with any bid addenda.

TASK 6: Construction Support

Task 6.1 Construction Support: Includes responses to contractor RFIs and submittals, and assist the City in the evaluation of Change Order requests. Includes limited field meetings to review conditions that require additional site clarification. Any design changes during construction may be subject to additional services request provided that the design change is not related to engineer error or omission.

TASK 7: As-Built Plans

Task 7.1 Prepare Record Drawings & Closeout: Includes preparation of as-built / record drawing plans based on contractor's redlines and site walk punch list. Also includes project closeout, providing requested project records and data (native and PDF formats) via DropBox or thumb drive.

TASK 8: Easement Documents (Optional)

Task 8.1 Prepare Easement Documents (Optional): Includes optional task preparation of easement documents should any design elements be constructed on private property and are not within an existing easement thereon. Easements may be required for temporary construction access, grading, maintenance, proposed wall footings, etc. Corrective easements for existing conditions (such as utility easements, etc.) are not included in the scope of services. It is the intent of this task to provide easements for revised project site improvements on private property located at 21221 Mpache Dr.

DELIVERABLES

The IDS team will address project concerns to the City's satisfaction so that the project's goals and objectives are met. IDS will design and document the project to meet local and state design requirements. Plans, specifications and cost estimates submittals at 60%, 90%, and 100% will provide for adequate quality review time and agency review time including City plan check.

Schedule: The contract schedule will meet the city's expectations for the design contract. The RFP Contract Term, Section I, mentions design contract dates from September 27, 2023, through March 31, 2024. This would allow approximately four (4) to five (5) months to progress through the 60%, 90%, and 100% milestones and allow approximately six (6) months for the City to bid and award the construction contract. IDS accepts this project schedule including the 2-week durations for City reviews. It is assumed that a formal plan check will occur at 90% design and may take more than 2 weeks.

ASSUMPTIONS AND EXCLUSIONS

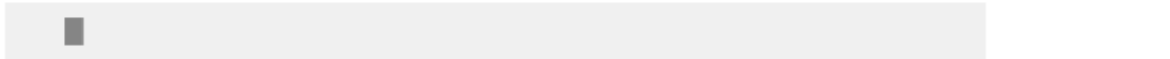
Environmental Clearance Documents and Reports assumed as not required and are excluded from scope.

- Water Quality is not assumed as a project requirements and is excluded from scope for low impact development (LID) design.
- Excludes topographic survey of private property slope and design for slope erosion control and grading of same.
- Excludes design for demolition and reconstruction of the block wall at the top of slope.
- Hydrology/Hydraulic Analyses and Modeling and storm drain infrastructure design is excluded.
- See also assumptions and exclusions in above scope of services tasks.

SERVICE DELIVERY SCHEDULE

IDS Group

Project Start: 6/16/2025



16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8
Ju	Ju	Ju	Ju	Ju	Ju	Ju	Au	Au	Au	Au	Se	Se	Se	Se	Se	Oc	Oc	Oc	Oc	No	No	No	No	De	De
25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25

TASK DESCRIPTION	PLAN START	PLAN END	Days	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
Main contract	5/16/2023	11/1/2024																											
Task No. 1 - PM and Coordination (per project duration), Kick Off Meeting	6/16/2025	6/16/2025	0																										
Task No. 2 - Research	6/18/2025	7/2/2025	14																										
Task No. 3 - Topographic Survey (2 weeks) & Construction Documents (Per below)	6/18/2025	7/2/2025	14																										
Task No. 3 & 4 - 60% Design Plans (4 weeks plus 2 weeks City Review)	7/3/2025	8/14/2025	42																										
Task No. 3 - 90% Design Plans, Technical Specifications & Initial Cost Estimate (4 weeks and 2 Weeks City Review)	8/15/2025	9/26/2025	42																										
Task No. 3 - 100% Design Plans, Technical Specifications & Initial Cost Estimate (2 weeks and 2 Weeks City Review)	9/28/2025	10/27/2025	29																										
Task No. 3 - Plan Check Final PS&E and Bid Documents (City Review/Bid Process Excluded) (2 Weeks and 4 Weeks City Approvals for two rounds)	10/28/2025	12/9/2025	42																										
Task No. 5 - Bid Support (Duration TBD, omitted from gantt)	12/10/2025																												
Task No. 6 - Construction Support Services (Estimated 6 mos, omitted from gantt)																													
Task No. 7 - As-Built (Estimated 10 days, omitted from gantt)																													
Task No. 8 - Easement Documents (Optional, as-needed, omitted from gantt)																													

 IDS GROUP

FEE PROPOSAL

Diamond Bar Slope Stabilization

5/14/2025 (Rev 5/21/2025)

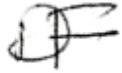
Staff Allocations per Discipline:	TOTAL		Landscape Arch				Structural					Civil/Survey								Estimation				Subconsultant															
Role/Classifications:	Hours	Fees	Senior Land Arch	Designer	Subtotal		Assoc. Principal	Senior Eng	Proj. Eng	BIM	Subtotal		Assoc. Principal	Senior Assoc	Senior Eng	Designer	Senior Surveyor	Designer (Survey)	2-Man Survey Crew	Subtotal		Senior Cost Est.	Cost Est.	Subtotal		Hushmand Associates, Inc.													
Hourly Rate:			\$ 196	\$ 140	Hrs	Fees	\$ 233	\$ 196	\$ 175	\$ 147	Hrs	Fees	\$ 225	\$ 200	\$ 190	\$ 160	\$ 200	\$ 160	\$ 310	Hrs	Fees	\$ 175	\$ 170	Hrs	Fees	(NTE)													
Task 1.0 - Project Administration & Coordination	38	\$9,762																																					
Kick-Off Meeting (1)	6	\$1,944			0	\$0		4			4	\$784		2	4					6	\$1,160			0	\$0														
Field Visit (1)	8	\$3,088			0	\$0		8			8	\$1,568			8					8	\$1,520			0	\$0														
Project Administration, Monthly meeting	24	\$4,730			0	\$0					0	\$0	2	10	12					24	\$4,730			0	\$0														
Task 2.0 - Research	29	\$4,942																																					
Utility notifications, as-built review, record data review	25	\$4,160			0	\$0		4			4	\$784		1	4	20				25	\$4,160			0	\$0														
Geotechnical Report review	4	\$782			0	\$0		2			2	\$392		1	1					2	\$390			0	\$0														
Task 3.0 - Topographic Survey and Construction Documents	481	\$82,376																																					
Conduct Topographic Survey of Public and Private R/W	34	\$7,040			0	\$0					0	\$0		2			8	16	8	34	\$7,040			0	\$0														
60% CDs (Plans, Specifications, Cost Estimates)	212	\$35,572	4	10	14	\$2,184	2	8	36	32	78	\$13,038	2	8	20	80				110	\$18,650		10	10	\$1,700														
90% CDs (Plans, Specifications, Cost Estimates)	128	\$21,484	4	8	12	\$1,904	2	6	20	24	52	\$8,670	2	4	10	40				56	\$9,550		8	8	\$1,360														
100% CDs (Plans, Specifications, Cost Estimates)	69	\$11,779	2	4	6	\$952	2	4	16	16	38	\$6,402	1	4	6	12				23	\$4,085		2	2	\$340														
Plan Check	38	\$6,501	1	2	3	\$476		2	8	4	14	\$2,380	1	2	4	12				19	\$3,305		2	2	\$340														
Task 4.0 - Additional Geotechnical Support	4	\$4,792																																					
Additional Geotechnical Support (Not-to-Exceed)	4	\$4,792			0	\$0		2			2	\$392		2						2	\$400			0	\$0	\$ 4,000													
Task 5.0 - Bid Support	20	\$3,664																																					
Respond to bidder RFCs, updates to CDs for errors/omissions (excludes design changes during bid)	20	\$3,664			0	\$0		4	4		8	\$1,484		2	6	4				12	\$2,180			0	\$0														
Task 6.0 - Construction Support	65	\$11,721																																					
RFI and Submittal Reviews, Coordination Meetings (up to 4), updates to CDs (excludes design changes during construction)	65	\$11,721			0	\$0	2	12	20	4	38	\$6,906	1	4	8	12				25	\$4,465	2		2	\$350														
Task 7.0 - As-Built Plans	0	\$4,527																																					
As-Built Plans	28	\$4,527	1	3	4	\$616			5	8	13	\$2,051		1	2	8				11	\$1,860			0	\$0														
TOTAL - Hours	637		12	27	39		8	56	109	88	261		9	43	85	188	8	16	8	357		2	22	24															
Total Fees		\$122,568	\$6,132																								\$44,851	\$63,495										\$4,090	\$4,000
Grand Total		\$122,568																																					
Task 8.0 - Easement Documents (Optional)																																							
Prepare Easement Documents for wall and TCE during construction	0	\$0			0	\$0					0	\$0								0	\$0			0	\$0														
	0	\$0			0	\$0					0	\$0								0	\$0			0	\$0														
Optional Tasks Total		\$50,000																																					

Agenda #: 5.15
Meeting Date: June 17, 2025



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. THROUGH JUNE 30, 2026.**
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, 2026.

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 2025/26 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 June 18, 2024, the City Council approved an agreement with the Consultant for Federal advocacy services. That agreement is set to expire on June 30, 2025. 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 2025/26 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 Diamond Bar;
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:

Nicholas Delgado

Nicholas Delgado, Management Analyst

6/17/2025

REVIEWED BY:

Hal Ghafari

Hal Ghafari, Public Works Manager/Asst. City Engineer

5/29/2025

David G. Liu

David G. Liu, Public Works Director/City Engineer

6/5/2025

Jason Jacobsen

Jason Jacobsen, Finance Director

6/9/2025

Attachments:

1. 5.15.a Consulting Services Agreement

CONSULTANT SERVICES AGREEMENT [Non-Design Professionals]

THIS AGREEMENT (the "Agreement") is made as of **June 17, 2025** by and between the City of Diamond Bar, a municipal corporation ("City") and **Prince Global Solutions, LLC, a California limited liability company** ("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 **Federal Advocacy 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.

David G. Liu, Public Works Director/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, 2025**, and shall continue until **June 30, 2026** ("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 the 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 **Four Thousand Dollars and Zero Cents (\$4,000.00)**.

C. Total payment to Consultant pursuant to this Agreement shall not exceed **Fifty Thousand Five Hundred Dollars and Zero Cents (\$50,500.00)** 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 Consultant to travel, Consultant shall, upon submission of receipts evidencing the costs incurred, be paid for necessary and reasonable travel expenses in an amount not to exceed **Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00)**.

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) The Consultant's obligations to indemnify, defend and hold harmless the City shall survive termination of 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 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.

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. RESERVED.

21. 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.

22. 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.

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

24. 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.

25. RESERVED.

26. 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.

27. 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 D. Jones
Phone: (202) 550-9800
E-mail: Kevin@princeglobalsolutions.com

"CITY"

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

28. 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.

29. 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.

30. 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"

"City"

Prince Global Solutions, LLC

CITY OF DIAMOND BAR

By: _____

By: _____

Printed Name: _____

Dan Fox, City Manager

Title: _____

By: _____

ATTEST:

Printed Name: _____

Title: _____

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

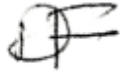
- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

Agenda #: 5.16
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
 FROM: Daniel Fox, City Manager 
 TITLE: **LIST OF ROAD PROJECTS TO BE FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FOR FY 2025/26.**
 STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Adopt Resolution No. 2025-21 authorizing the submission of FY 2025/26 List of Road Projects funded by SB-1: The Road Repair and Accountability Act of 2017.

FINANCIAL IMPACT:

Sufficient funds in the amount of \$1,500,000 have been included in the FY 25/26 budget for the new capital improvement projects funded under the Road Repairs and Accountability Act of 2017 funded roadway projects. In addition to these new appropriations, remaining balances from FY 24/25 will remain effective and carryover to FY 25/26 for Road Repair and Accountability Act of 2017 funded capital improvement projects in the amount of \$2,800,000.

New Appropriation FY 25/26:	\$1,500,000
Carryover Appropriation from FY 24/25:	<u>\$1,300,000</u>
Total FY 25/26 Appropriation:	\$2,800,000

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 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, 2025 (Attachment 1).

DISCUSSION:

The proposed FY 2025/26 budget anticipates allocating \$2,800,000 in RMRA funds for the following improvement projects:

Carryover funding from FY 2024/25 - \$1,300,000

Arterial Street Pavement Rehabilitation – Lemon Avenue (SR-60 to City Limit); Brea Canyon Cut-Off (SR57 to City Limits) - \$900,000

Residential and Collector Street Rehab – Area 4 - \$400,000

New funding in FY 2025/26 - \$1,500,000

Arterial Street Rehab (Construction) - \$1,500,000

- Brea Canyon Rd. from Diamond Bar Blvd. to Pathfinder Rd.
- Brea Canyon Rd. from Pathfinder Rd. to Golden Springs Dr.
- Diamond Bar Blvd. from SR-60 Off-Ramp to City Limits

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

6/17/2025

REVIEWED BY:

Hal Ghafari
Hal Ghafari, Public Works Manager/Asst. City Engineer

6/3/2025

David G. Liu
David G. Liu, Public Works Director/City Engineer

6/5/2025

Jason Jacobsen
Jason Jacobsen, Finance Director

6/9/2025

Attachments:

1. 5.16.a Resolution No. 2025-21
2. 5.16.b Exhibit A - Project List

RESOLUTION NO. 2025-21

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 2025/26.

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 \$1,500,000 in Road Maintenance and Rehabilitation Account (RMRA) funding in Fiscal Year 2025-26; and

WHEREAS, The City of Diamond Bar will carry over an estimated \$1,300,000 of RMRA funding from Fiscal Year 2024-25 to FY 2025-26 with a new appropriation in the amount of \$1,500,000 for a total of \$2,800,000 for FY 2025-26.

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).

CITY OF DIAMOND BAR

Chia Yu Teng, Mayor

Resolution No. 2025-21

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 17th day of June, 2025, 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

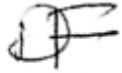
Required																							
Proposed Project (PP#)	LoCode	* Project Title	Project ID (if any)	Project Type ?		* Project Description ?	* Project Location ?	* Estimated Completion Date		* Estimated Useful Life (# of Yr)		Legislative District(s)						Additional Project Elements (Does the project include 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 – 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	06/2025	10	20			29			55		No	No	No	No	
PP02	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 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.	Residential and Collectors streets	02/2025	06/2025	10	20			29			55		No	No	No	No	
PP03	5455	Arterial Street Rehab (Construction) - Brea Canyon Rd from DBB to Pathfinder - Brea Canyon Rd from Pathfinder to Golden Springs Dr - Diamond Bar Blvd from SR 60 off-ramp to City Limits	SI262	Road Maintenance & Rehabilitation		As part of the City's ongoing pavement rehabilitation program, the entire width of the following street segments is scheduled for rehabilitation: Brea Canyon Road from Diamond Bar Boulevard to Pathfinder Road; Brea Canyon Road from Pathfinder Road to Golden Springs Drive; Diamond Bar Boulevard from the SR-60 off-ramp to the City Limits. This project consists of a total of approximately 3.8 centerline miles slated for rehabilitation.	Brea Canyon Rd from DBB to Pathfinder - Brea Canyon Rd from Pathfinder to Golden Springs Dr - Diamond Bar Blvd from SR 60 off-ramp to City Limits	06/2025	06/2025	10	20			29			55		No	No	No	No	

Agenda #: 5.17
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **AMENDMENT NO. 3 TO TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH YUNEX TRAFFIC, LLC. THROUGH JUNE 30, 2027.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, Amendment No. 3 to the Traffic Signal Maintenance Services Agreement with Yunex Traffic, LLC (Yunex), extending the agreement for an additional two years through June 30, 2027.

FINANCIAL IMPACT:

The proposed Amendment No. 3 will maintain the annual not-to-exceed amount for the services agreement at \$320,000. Sufficient Proposition C funds have been approved and are available in the adopted FY 2025/26 Operating Budget to fully fund the routine and extraordinary traffic signal maintenance services in the first year of the proposed extension. Sufficient funding will be requested under the FY 2026/27 Operating Budget for the second year of the extension.

BACKGROUND/DISCUSSION:

The City's existing agreement with Yunex is set to expire on June 30, 2025. In accordance with the terms of the original agreement dated June 21, 2022, Yunex has requested a two-year extension based on its demonstrated record of exemplary performance.

This proposed Amendment No. 3 includes a 3.1% rate adjustment based on the Consumer Price Index (CPI) for the Los Angeles/Long Beach/Anaheim region. Section 3 of the original agreement is hereby amended to reflect this CPI-based increase. The total not-to-exceed compensation for Fiscal Years 2025/26 and 2026/27 remains capped at \$320,000 and is sufficient to cover the revised rates, including the 3.1%

increase, as outlined in the contractor's extension and rate request dated March 28, 2025 (attached as Exhibit "A"). Any compensation above this amount will require prior written authorization from the City.

Under this agreement, Yunex provides routine preventative maintenance, emergency response, and non-emergency repair services for the City's traffic signal infrastructure. This includes 66 signalized intersections (some shared with Caltrans and the City of Pomona), five State underpass bridges with soffit lighting, 66 Battery Backup System (BBS) units, and seven BlueTOAD detection units.

Prompt and effective maintenance of traffic signals is critical to public safety and efficient traffic operations. Approval of this amendment will ensure the continuity of these vital services through Fiscal Years 2025/26 and 2026/27.

LEGAL REVIEW:

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

PREPARED BY:

Christian Malpica
Christian Malpica, Associate Engineer

6/17/2025

REVIEWED BY:

Hal Ghafari
Hal Ghafari, Public Works Manager/Asst. City Engineer

6/3/2025

David G. Liu
David G. Liu, Public Works Director/City Engineer

6/5/2025

Jason Jacobsen
Jason Jacobsen, Finance Director

6/5/2025

Attachments:

1. 5.17.a Third Amendment Agreement, Yunex
2. 5.17.b Exhibit A - Vendor's Request for Extension

**THIRD AMENDMENT
TO
AGREEMENT TO TRAFFIC SIGNAL MAINTENANCE SERVICES**

This Third Amendment to Agreement for Signal Maintenance Services is made and entered into as of June 17, 2025, by and between the City of Diamond Bar, a municipal corporation ("City"), and Yunex Traffic, LLC., a Delaware Limited Liability Company (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Traffic Signal Maintenance Agreement dated as of June 21, 2022, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and Contractor entered into a First Amendment to the Original Agreement dated March 21, 2023 which is incorporated herein by this reference ("First Amendment"); and

C. The City and Contractor entered into a Second Amendment to the Original Agreement dated May 6, 2025 which is incorporated herein by this reference ("Second Amendment"), which First Amendment, Second Amendment and Original Agreement are collectively referred to herein as the "Agreement"; and

D. The City and the Contractor desire to amend the Agreement to modify, amend and supplement certain portions of the 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 Agreement as set forth in Section 2 therein is from July 1, 2022 to June 30, 2025. This Third Amendment extend the Term from July 1, 2025 to June 30, 2027.

3. Revised Compensation. The total not-to-exceed annual compensation set forth in Section 3 of the Agreement was the sum of Two Hundred Twenty Thousand Dollars (\$220,000) for each Fiscal Year 2022-2023, 2023-2024 and 2024-2025.

Section 3 of the Original Agreement was amended by the First Amendment to provide for an increase of Fifty Thousand Dollars (\$50,000), so that the total not-to-exceed compensation, as amended by the First Amendment shall not exceed Two Hundred Seventy Thousand Dollars (\$270,000).

Section 3 of the Original Agreement was amended by the Second Amendment to provide for an increase of Fifty Thousand Dollars (\$50,000), so that the total not-to-exceed compensation, as amended by the First Amendment shall not exceed Three Hundred Twenty

Thousand Dollars (\$320,000).

Section 3 of the Original Agreement is hereby amended by this Third Amendment to reflect a 3.1% rate increase pursuant to the Consumer Price Index (CPI) for the Los Angeles/Long Beach/Anaheim area. Accordingly, the total not-to-exceed compensation for Fiscal Years 2025–2026 and 2026–2027 shall not exceed Three Hundred Twenty Thousand Dollars (\$320,000), subject to the adjusted rates outlined in the contract extension and rate request dated March 28, 2025, attached hereto as Exhibit “A.” Any compensation beyond this amount shall require prior written authorization from 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 Second Amendment on the year and day first above written.

“CONTRACTOR”

Yunex LLC

*By: Michael J. Hutchens
 Printed Name: Michael Hutchens
 Title: Western Operations Manager

*By: Joshua Ferras
 Printed Name: Joshua Ferras
 Title: Regional Project Manager

“CITY”

CITY OF DIAMOND BAR

By: _____
 Dan Fox, City Manager

ATTEST:

 Kristina Santana, City Clerk

APPROVED AS TO FORM:

Omar Sandoval
 Omar Sandoval, City Attorney

March 28, 2025

Christian Malpica
Associate Engineer
City of Diamond Bar
21810 Copley Dr.
Diamond Bar, CA 91765

Subject: FY2025-2027 Contract Extension with CPI increase

Dear Mr. Malpica,

This letter shall serve as our official request for a contract extension and rate increase of 3.1% pursuant to the Consumer Price Index for the Los Angeles/Long Beach/Anaheim area. A copy of the report is attached for reference. With this increase, Yunex LLC will continue providing traffic signal maintenance services as per the terms and conditions of the existing agreement ("Maintenance Services Agreement by and between the City of Diamond Bar and Yunex LLC" Dated June 21st, 2022) between Yunex LLC, and the City of Diamond Bar for two additional years (July 1st, 2025, to June 30th, 2027). An updated pricing sheet also attached for your reference.

We feel we have completed another successful and mutually beneficial year with the City of Diamond Bar. We thank you for your business and we are looking forward to continuing servicing all your maintenance needs. Please feel free to contact me if you have any questions or concerns.

Sincerely,

YUNEX LLC



Joshua Ferras

Regional Manager

Western Information Office

Search Western Region

Go

Western Home

Western Geography ▾

Western Subjects ▾

Western Archives ▾

Contact Western

News Release Information

25-357-SAN
Wednesday, March 12, 2025

Contacts

Technical information:

(415) 625-2270
BLInfoSF@bls.gov
www.bls.gov/regions/west

Media contact:

(415) 625-2270

Related Links

[CPI historical databases](#)

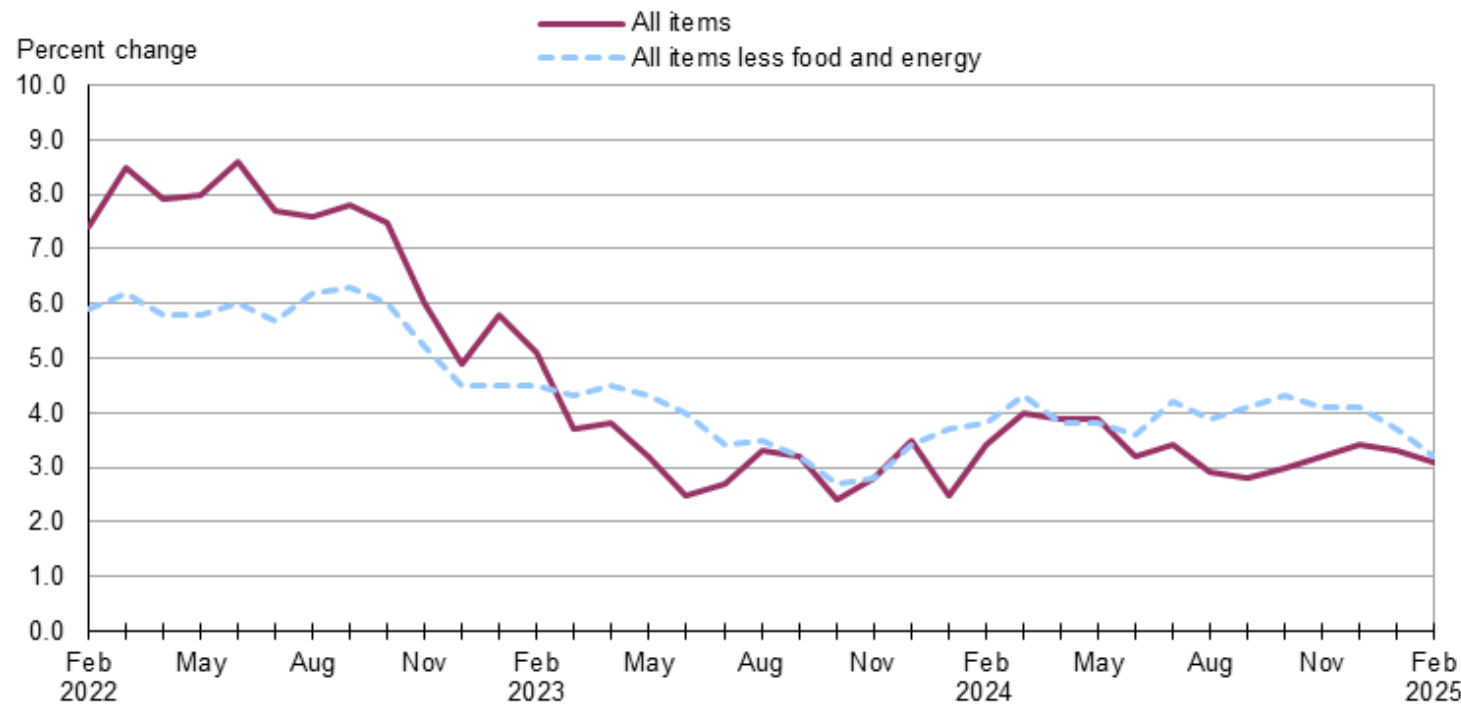
Consumer Price Index, Los Angeles area — February 2025

Area prices up 0.3 percent over the past month, up 3.1 percent from a year ago

The Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim advanced 0.3 percent from January to February, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Chris Rosenlund noted that the all items less food and energy index was unchanged. The food index advanced 0.4 percent, and the energy index rose 4.1 percent. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

The Los Angeles area all items CPI-U advanced 3.1 percent for the 12 months ending in February. The food index rose 3.6 percent, and the energy index increased 0.1 percent. The index for all items less food and energy increased 3.2 percent over the same time period.

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, February 2022–February 2025



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

The food index advanced 0.4 percent in February. The food at home index (grocery store purchases) advanced 0.5 percent, with higher prices in 4 of the 6 grocery categories. The food away from home index (restaurant, cafeteria, and vending purchases) rose 0.4 percent for the same period.

The food index rose 3.6 percent over the year. The food at home index increased 2.5 percent, with higher prices in 4 of the 6 grocery categories. The food away from home index increased 4.8 percent.

Energy

The energy index increased 4.1 percent over the month. Gasoline prices increased 5.4 percent.

The energy index rose 0.1 percent over the year. Gasoline prices declined 1.2 percent.

All items less food and energy

The index for all items less food and energy was unchanged in February. Among the index’s components, prices were higher for new and used motor vehicles (+0.5 percent) and shelter (+0.2 percent). In contrast, prices were lower for recreation (-1.0 percent) and household furnishings and operations (-0.9 percent).

The index for all items less food and energy increased 3.2 percent over the year, reflecting higher prices for medical care (+4.5 percent) and shelter (+4.1 percent). In contrast, prices were lower for household furnishings and operations (-1.9 percent) and new and used motor vehicles (-1.4 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	2021		2022		2023		2024		2025	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.2	0.9	1.1	7.5	1.9	5.8	1.0	2.5	0.9	3.3
February	0.4	1.0	0.3	7.4	-0.3	5.1	0.5	3.4	0.3	3.1
March	0.5	2.2	1.5	8.5	0.1	3.7	0.7	4.0		
April	1.1	3.6	0.5	7.9	0.7	3.8	0.6	3.9		
May	0.6	3.9	0.8	8.0	0.1	3.2	0.1	3.9		
June	0.6	4.0	1.1	8.6	0.5	2.5	-0.2	3.2		
July	0.6	3.9	-0.2	7.7	0.0	2.7	0.2	3.4		
August	0.2	4.0	0.1	7.6	0.7	3.3	0.1	2.9		
September	0.3	4.6	0.5	7.8	0.3	3.2	0.2	2.8		
October	0.9	5.4	0.6	7.5	-0.1	2.4	0.0	3.0		
November	0.6	6.0	-0.8	6.0	-0.4	2.8	-0.2	3.2		
December	0.4	6.6	-0.6	4.9	0.0	3.5	0.2	3.4		

The March 2025 Consumer Price Index for the Los Angeles area is scheduled to be released on April 10, 2025.

Publication updates and changes

In accordance with annual practice, relative importance weights have been updated and are available online in the [CPI Supplemental Table of Contents](#).

Effective with the January 2025 data release, several indexes and average price series were discontinued. More information is available on the [CPI discontinued series page](#). Direct any inquiries to the CPI office using one of the [CPI contact information options listed online](#).

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 Consumer Price Index for Los Angeles is published monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program. Each local index has a much smaller sample size than the national or regional indexes and is, therefore, subject to substantially more sampling and other measurement error. As a result, local-area indexes are more volatile than the national or regional indexes. In addition, local indexes are not adjusted for seasonal influences. **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.**

A full all-items data series history for the original index value and for 1-month, 2-month, 3-month, 6-month, and 12-month percent changes can be accessed via BLS data query tools. A direct link to the all-items series is provided in Table 1 of this release under historical data.

The Los Angeles-Long Beach-Anaheim, CA Core Based Statistical Area includes Los Angeles and Orange Counties in California.

Refer to the national [CPI news release technical note](#) or the [Handbook of Methods](#) for more information.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Los Angeles-Long Beach-Anaheim, CA, CPI-U by expenditure category for February 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)

Expenditure category	Indexes				Percent change from -		
	Historical data	Dec. 2024	Jan. 2025	Feb. 2025	Feb. 2024	Dec. 2024	Jan. 2025

EXHIBIT "B"

CONTRACT UNIT PRICE SCHEDULE
OF TRAFFIC SIGNAL MAINTENANCE ITEMS1. Routine Maintenance:

	<u>Qty.</u>	<u>Unit Cost</u>	<u>TOTAL</u>
Each signalized intersection, per month	<u>66</u>	<u>\$ 78.87</u>	<u>\$ 5,205.42</u>
Each pole mounted Flashing Beacon, per month	<u>3</u>	<u>\$ 41.24</u>	<u>\$ 123.72</u>
Underpass Bridge Light Maintenance, per month	<u>6</u>	<u>\$ 54.64</u>	<u>\$ 327.84</u>
Sub-Total			<u>\$ 5,656.98</u>

2. Semi-Annual Maintenance (except after rain):

a. Video Detection System maintenance where applicable, clean video detection camera lens as needed		<u>\$ 83.51</u>
b. Signal Lenses and Signs maintenance		<u>\$ 939.24</u>
c. CCTV Cameras where applicable, clean camera lens as needed		<u>\$ 83.51</u>
d. Battery Back-Up System Maintenance		<u>\$ 41.24</u>
e. BlueTOADs where applicable, clean units as needed		<u>\$ 32.99</u>
f. Replace controller cabinet filter		<u>\$ 4.12</u>
Sub-Total		<u>\$ 1,184.61</u>

3. Annual Maintenance:

(Field check paint condition and prepare an annual painting list of thirty-three (33) locations/year.

a. Painting of pedestrian heads and signal heads 1) Signal Head	<u>\$ 350.54 per Signal Head</u>
b. Including frameworks per signalized intersection, 2) Ped Head	<u>\$ 177.33 per Ped Head</u>
excluding controller and electric service cabinets 3) PPB	<u>\$ 88.67 per PPB</u>
Sub-Total	<u>\$ 616.54</u>

Unscheduled/ Emergency Work ("Extra Work")

4. Extraordinary Maintenance:

- a. Replacement of standard 6' x 6' or circular detector loops including saw cut lead-in and cable splicing \$ 562.93
- b. Installation of completed new pedestrian head with Walkman/ Hand indication and solid-state transformer \$ 341.26
- c. Completed testing of traffic signal controller cabinets, including all internal equipment and written certification \$ 1,068.12
- d. Painting of traffic signal controller cabinet and Type III electric service cabinet per signalized intersection (if needed) \$ 947.49
- e. Replace existing signal lights assembly with LED unit \$ 115.47
- f. Installation of three-section traffic signal heads with 12-inch glass lenses, backplates, and frameworks \$ 1,131.00
- g. Material and Parts:
Supplier's invoice amount plus 15% markup \$ 15%

	<u>Regular Time Per Hour</u>	<u>Overtime Per Hour</u>
h. Labor:		
Traffic Signal Maintenance Supervisor	\$ <u>146.92</u>	\$ <u>181.97</u>
Traffic Signal Technician I	\$ <u>128.36</u>	\$ <u>159.81</u>
Traffic Signal Technician II	\$ <u>128.36</u>	\$ <u>159.81</u>
Traffic Signal Laborer	\$ <u>96.91</u>	\$ <u>151.56</u>
Traffic Signal Apprentice	\$ <u>104.13</u>	\$ <u>136.09</u>
Trainer	\$ <u>136.09</u>	\$ <u>171.15</u>
Other	\$ <u>N/A</u>	\$ <u>N/A</u>
Other	\$ <u>N/A</u>	\$ <u>N/A</u>

i. Equipment:

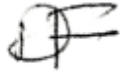
	<u>Rate Per Hour</u>
Pickup Truck	\$ <u>10.31</u>
Service Truck	\$ <u>25.78</u>
Service/ Ladder Truck	\$ <u>NOT SAFE</u>
Boom/ Ladder Truck	\$ <u>NOT SAFE</u>
Water Truck	\$ <u>25.78</u>
Concrete Saw and Truck	\$ <u>1.03</u>
Air Compressor with Tools	\$ <u>1.03</u>
Crane	\$ <u>67.01</u>
Bucket Truck	\$ <u>36.09</u>

Agenda #: 5.18
Meeting Date: June 17, 2025



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 2025/26.**
STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

- A. Adopt Resolution No. 2025-22 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 15, 2025 regular meeting;
- B. Adopt Resolution No. 2025-23 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 15, 2025 regular meeting; and
- C. Adopt Resolution No. 2025-24 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 15, 2025 regular meeting.

FINANCIAL IMPACT:**District No. 38**

The assessment generated by this District, in the amount of \$276,780, and \$217,712 of the General Fund contribution, are approved for the operation and maintenance costs in the Fiscal Year 2025/26 Budget, Special Fund No. 238.

District No. 39-2022

The assessment generated by this District, in the amount of \$687,986, and \$59,543 of the General Fund contribution (6.62% General Benefit), with a \$595,783 Fund Balance Carryover, are approved for the operation and maintenance costs in the Fiscal Year

2025/26 Budget, Special Fund No. 239.

District No. 41-2021

The assessment generated by this District, in the amount of \$320,682, and \$20,017 of the General Fund contribution (3.84% General Benefit), with a \$235,563 Fund Balance Carryover, are approved for the operation and maintenance costs in the Fiscal Year 2025/26 Budget, Special Fund No. 241.

The General Fund contribution in the Engineer's Report is slightly higher than the approved budget for FY 2025/26 due to the addition of a CIP project to the district. The budgeted amount will be amended at mid-year based on actual expenditures as they occur.

BACKGROUND/DISCUSSION:

District No. 38

On April 1, 2025, the City Council adopted Resolution No. 2025-09, 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 2025/26.

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 2024/25 was \$15.00 per parcel. The amount to be assessed for Fiscal Year 2025/26 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 1, 2025, the City Council adopted Resolution No. 2025-10, 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 2025/26.

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 \$566.57 for Zone A, \$552.41 for Zone B, and \$524.08 for Zone C for Fiscal Year 2025/26. 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 2023 to December 2024 was 3.42%.

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 1, 2025, the City Council adopted Resolution No. 2025-11 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 2025/26.

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 2025/26. Said proposed assessment amounts for the single-family and multi-family parcels are \$591.14 and \$543.85, respectively, an increase of 3% from Fiscal Year 2024/25.

LEGAL REVIEW:

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

PREPARED BY:

Nicholas Delgado

Nicholas Delgado, Management Analyst

6/17/2025

REVIEWED BY:

Hal Ghafari

Hal Ghafari, Public Works Manager/Asst. City Engineer

6/3/2025

David G. Liu

David G. Liu, Public Works Director/City Engineer

6/5/2025

Jason Jacobsen

Jason Jacobsen, Finance Director

6/11/2025

Attachments:

1. 5.18.a Resolution No. 2025-22 (LAD No. 38)
2. 5.18.b LAD 38 Engineer's Report for FY2025/26 (Preliminary)
3. 5.18.c Resolution No. 2025-23 (LAD No. 39-2022)
4. 5.18.d LAD 39-2022 Engineer's Report for FY2025/26 (Preliminary)
5. 5.18.e Resolution No. 2025-24 (LAD No. 41-2021)
6. 5.18.f LAD 41-2021 for Engineer's Report FY2025/26 (Preliminary)

RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR TO DECLARE THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPING ASSESSMENT DISTRICT NO. 38 AND DIRECT CITY STAFF TO ADVERTISE THE PUBLIC HEARING BEFORE THE COUNCIL AT THE JULY 15, 2025 REGULAR MEETING.

WHEREAS, the City of Diamond Bar Landscaping Assessment District No. 38 ("District") was created pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.), known as the Landscaping and Lighting Act of 1972 ("Act"); and

WHEREAS, NBS has been designated as Engineer of Work for purposes of these proceedings (the "Engineer of Work") and ordered to prepare the Engineer's Report in accordance with the Act; and

WHEREAS, the Engineer of Work has filed the Engineer's Report (the "Report") with the City Clerk, copies of which have been submitted to this City Council, which Report contains the information required by the Act, including: (a) a calculation of the portion of the services to be provided by the District that constitute a special benefit to the parcels in the District; (b) a methodology for assigning assessments to individual parcels; (c) a listing of each lot or parcel of property that would be subject to the proposed assessment; (d) the estimate of cost for the improvements; and (e) the amount of the proposed assessment for each lot or parcel for the fiscal year 2025-26.

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 this Resolution, are in all respects true and correct.

Section 2. The above-described Report submitted by the Engineer of Work relating to the District is hereby approved as filed.

Section 3. The Council hereby declares its intention to levy and collect assessments during fiscal year 2025-26 pursuant to the Act, within the area designated "City of Diamond Bar Landscaping 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, paving, irrigation, or electrical facilities. Said installation, maintenance, and servicing of the landscaping and related work shall be within the area of the District 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 Report relating to said 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 District, and contains the proposed assessments upon assessable lots and parcels of land within the District for fiscal year 2025-26. Said proposed assessment per lot or parcel is the amount of \$15.00, the same amount historically levied.

Section 6. This Council hereby fixes 6:30 p.m. on July 15, 2025, or as soon thereafter as the matter may be heard, 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 parcels within the District for fiscal year 2025-26 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 XIII D of the California Constitution (the "Article XIII D"), that the assessments are imposed exclusively to finance the installation, maintenance, and servicing of improvements within the District, and that the assessment is exempt from the requirements of Article XIII D.

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 17th day of June 2025.

CITY OF DIAMOND BAR

Chia Yu Teng, Mayor

Resolution No. 2025-22

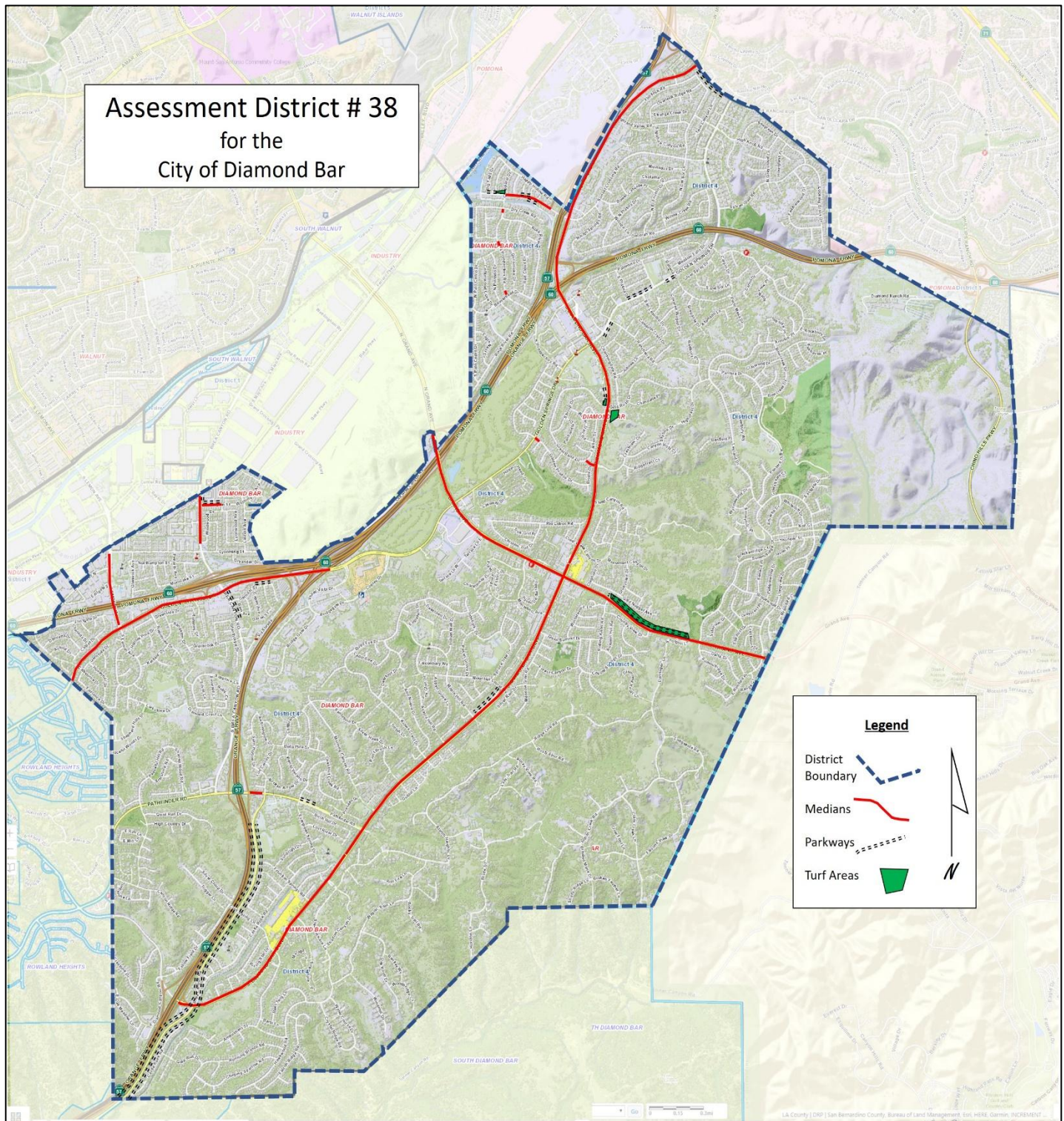
ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at the regular meeting of the City Council of the City of Diamond Bar held on the 17th day of June 2025, by the following roll call vote:

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

Kristina Santana, City Clerk

Exhibit A



CITY OF DIAMOND BAR

Fiscal Year 2025/26 Engineer's Report For:

Landscaping Assessment District No. 38

June 2025

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Diamond Bar (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Landscaping Assessment District No. 38 (the "District") for Fiscal Year 2025/26, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution (the "Article XIII D"). The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2025/26, the diagram for the District, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the District in proportion to the special benefit received.

NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received.

District	Parcel Count ⁽¹⁾	Proposed FY 2025/26 Rate	Proposed FY 2025/26 Assessment Amount
Landscaping Assessment District No. 38	18,452	\$15.00	\$276,780.00

(1) Includes active and levied parcels.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information, and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed, and levied in accordance with the assessment methodology adopted, approved, and ordered by the City Council of the City of Diamond Bar at the time of District formation.

John G. Egan, P. E.
Assessment Engineer

2. INTRODUCTION

2.1 Background

The City services and maintains perimeter and median landscaping, and other improvements (the "Improvements") to various parts of the City. In order to fund the maintenance and operation (the "Services") of these improvements, the 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 (the "Report") was prepared to establish the budget for the Improvements (as described below) that will be funded by the Fiscal Year 2025/26 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 Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Landscape and Lighting Act of 1972, and Article XIII D.

2.2 Process for Annual Assessment

As required by the procedures specified in the Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district, and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a Resolution of Intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the Resolution of Intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the

improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the report. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

Beginning in 2025, NBS 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 with footnotes, as appropriate.

2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments¹:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011)² clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits.*"

¹ California Constitution Article XIII D Section 4.

² *Golden Hill Neighborhood Assn. v. City of San Diego* CA4/1, D062203 (Cal. Ct. App. 2013)

The Court of Appeal in *Beutz v. County of Riverside* (2010) (“Beutz”)³ quoted from the Legislative Analyst’s Office pamphlet titled “Understanding Proposition 218” which states an agency must, “*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of ‘general benefit.’ This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*”

The Court in *Beutz* furthered this idea stating, “*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits.*”

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) (“SVTA”)⁴ clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real property located in the district or to the public at large. The “public at large” includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) (“Tiburon”)⁵, the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, “*proportionate special benefit is the basis upon which a project’s total assessable costs are apportioned among parcels within an assessment district.*”

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, “*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property.*”

PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, “*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*” Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017)⁶ clarified this issue by stating, “*Section 4, Subdivision (a) of Article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*”

³ *Beutz v. County of Riverside*, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)

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

⁵ *Bonander v. Town of Tiburon*, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)

⁶ *Manteca Unified School District v. Reclamation District No. 17 et al*, C077906 (Cal. Ct. App. 2017)

IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, *“Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.”*

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *“may be a legally justifiable approach to measuring and apportioning special benefits, [but] it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits, however, it must be both defensible and consistently applied.”*

3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the District defined in the Method of Assessment herein. Consistent with the Act, the 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, labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

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, 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 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; 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 (according to 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.

4. ESTIMATE OF COSTS

4.1 District Budget

Fiscal Year 2025/26 estimated costs of maintenance and servicing the Improvements as described in the Plans and Specifications of this Report are summarized below.

Description	Proposed FY 2025/26 Costs
Salaries & Benefits (subsidized by General Fund)	\$52,992
Advertising	3,000
Utilities	159,500
Maintenance of Grounds/Buildings	50,000
Professional Services	7,500
Landscape Maintenance	211,500
Tree Maintenance	<u>10,000</u>
Total Estimated Expenditures	\$494,492
Contributions from Other Sources ⁽¹⁾	(217,712)
Fiscal Year 2025/26 Net Amount to be Assessed ⁽²⁾	\$276,780

(1) Includes City General Fund contribution.

(2) The net available 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.

A list containing the Fiscal Year 2025/26 assessment and number of parcels proposed to be assessed is included in Section 7 of this Report.

4.2 Balance to Levy

The following table shows the total costs, additional revenues and contributions, and the Balance to Levy for Fiscal Year 2025/26.

Description	Amount
Salaries & Benefits	\$52,992
Operating Expenses & Services	<u>441,500</u>
Total District Costs	\$494,492
Contribution to (from) Operational Reserves	0
Other Revenue Sources ⁽¹⁾	(217,712)
Balance to Levy	\$276,780

(1) Includes City General Fund contribution.

Total District Costs - Includes the personnel services, maintenance, and operations, capital (including capital replacement costs), indirect costs, and equipment.

Contribution to (from) Operational Reserves - The operational reserves item provides funds to operate the District from the time period of July 1 (beginning of the fiscal year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. This eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the fiscal year. Negative amounts shown here are transfers that are used to reduce the Balance to Levy.

Other Revenue Sources - The amount of additional funds designated for use by the District that are not from District assessments. These funds are added to the District account to reduce assessments and may be from either non-District sources including City General Fund contributions or District sources including interest earnings.

Balance to Levy - The total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of the total direct and administration costs, reserves, contributions, and other revenue sources.

5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the Improvements throughout the District, as well as a description of the assessment methodology used to apportion the total assessment to properties within the District.

The Fiscal Year 2024/25 Engineer's Report was prepared by a different engineer of record and specific language from the Fiscal Year 2024/25 Engineer's Report ⁷ has been referenced to describe the Method of Apportionment within the following section of this Report.

The District consists of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this Report. Further, all assessor parcels, including all privately and publicly owned parcels, are identified by Assessor Parcel Numbers listed within the included assessment roll. The method used for apportioning the assessment is based on the proportional 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 the 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.

5.1 Special Benefit

The improvements are expected to confer certain special benefits to the parcels within the District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

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.*

The SVTA decision provides enhanced clarity to the definitions of special benefits from landscaping and parks to properties in three distinct areas: proximity, expanded or

⁷ Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

improved access, and views. The SVTA 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 decision also provides specific guidance that setback landscaping is a direct advantage and special benefit to property that is proximate to a landscaped area 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.⁸

Pursuant to the Prior 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.

In addition, the following special benefits are identified in the Prior Engineer's Report:

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.

⁸ Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

IMPROVED VIEWS WITHIN THE 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.

5.2 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 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 District	+	Benefit to Real Property Inside the 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 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.

5.3 Quantification of General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

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 DISTRICT

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.

Since the properties outside the District 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.

Assumptions:

- 18 Parcels Outside the District
- 18,422 Parcels In the District

Calculation of General Benefit to Property Outside the District: $18 / (18 + 18,422) = 0.10\%$.

BENEFIT TO PROPERTY INSIDE THE DISTRICT 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 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 $50\% \text{ of } 10\% = 5.00\%$ 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, 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

Outside the District	0.10%
Inside the District	4.43%
Public At Large	<u>5.00%</u>
Total General Benefit	9.53%

Although this analysis finds that 9.53% of the assessment may provide general benefits from the Improvements, it was determined 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 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 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.

5.4 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. The precise language from the Prior 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 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 the City.*
- 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 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.⁹

5.5 Annual Assessment Calculation

The assessment per parcel is \$15. For Fiscal Year 2025/26 the amount of the Assessment for the District is not increased from prior years.

5.6 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 for the improvements in the District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated

⁹ Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

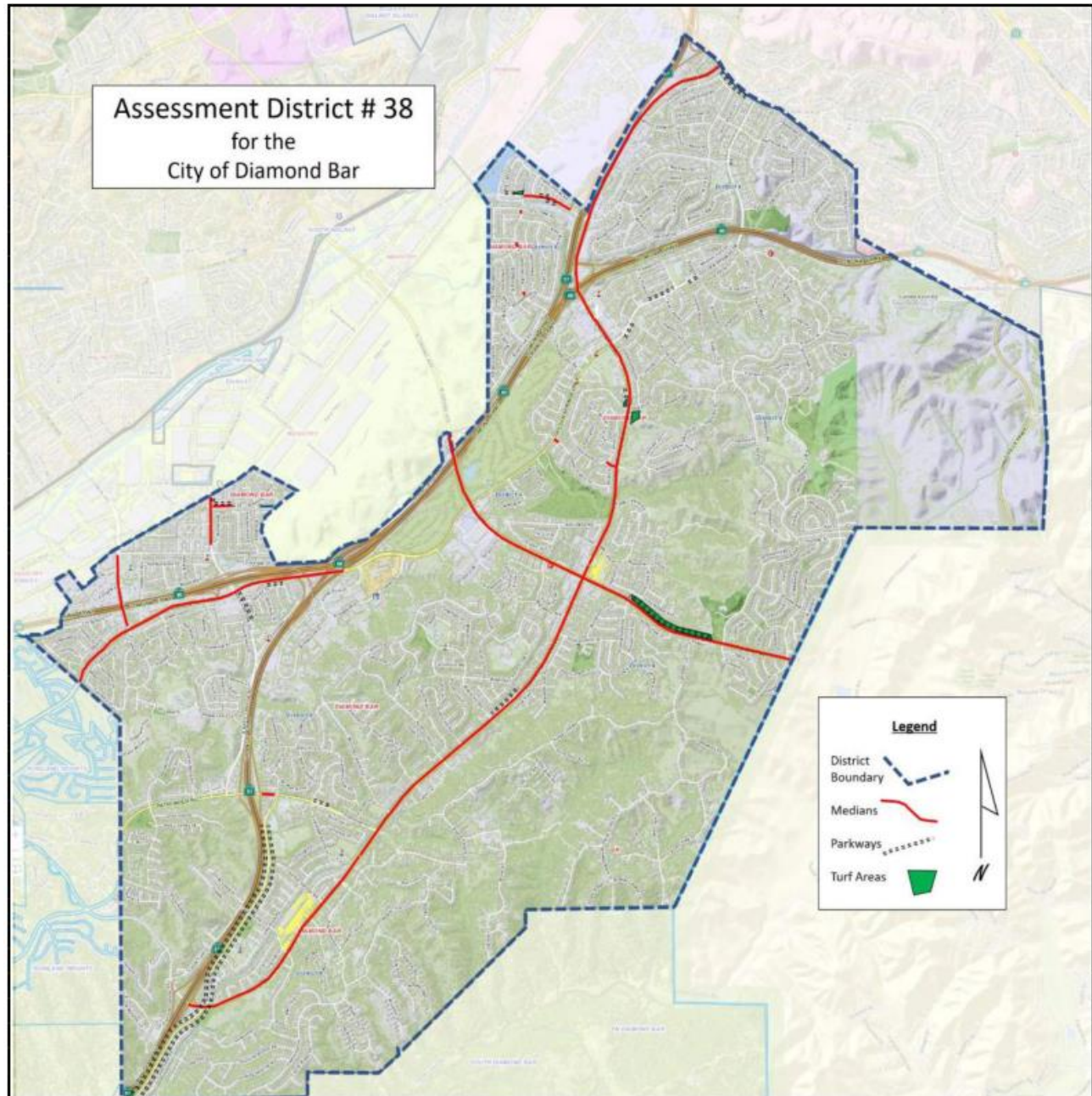
Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

5.7 Appeals and Interpretation

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.

6. ASSESSMENT DIAGRAM

The boundary of the District is coterminous with the City limits. The parcels to be assessed in the District 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 shown on the maps of the County Assessor of the County of Los Angeles, at the time this Report was prepared, and are incorporated by reference herein and made part of this report.



7. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

RESOLUTION NO. 2025-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR TO DECLARE THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPING ASSESSMENT DISTRICT NO. 39-2022 AND DIRECT CITY STAFF TO ADVERTISE THE PUBLIC HEARING BEFORE THE COUNCIL AT THE JULY 15, 2025 REGULAR MEETING.

WHEREAS, the City of Diamond Bar Landscaping 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.), known as the Landscaping and Lighting Act of 1972 ("Act"); and

WHEREAS, NBS has been designated as Engineer of Work for purposes of these proceedings (the "Engineer of Work") and ordered to prepare the Engineer's Report in accordance with the Act; and

WHEREAS, the Engineer of Work has filed the Engineer's Report (the "Report") with the City Clerk, copies of which have been submitted to this City Council, which Report contains the information required by the Act, including: (a) a calculation of the portion of the services to be provided by the District that constitute a special benefit to the parcels in the District; (b) a methodology for assigning assessments to individual parcels; (c) a listing of each lot or parcel of property that would be subject to the proposed assessment; (d) the estimate of cost for the improvements; and (e) the amount of the proposed assessment for each lot or parcel for the fiscal year 2025-26.

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 this Resolution, are in all respects true and correct.

Section 2. The above-described Report submitted by the Engineer of Work relating to the District is hereby approved as filed.

Section 3. The Council hereby declares its intention to levy and collect assessments during fiscal year 2025-26 pursuant to the Act, within that area designated "City of Diamond Bar Landscaping 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, 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 related work shall be within the area of the District 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 Report relating to the 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 District, and contains the proposed assessments upon assessable lots and parcels of land within the District for fiscal year 2025-26. Said estimated cost results in a proposed Single-Family Equivalent ("SFE") assessment rate of \$566.57. The fiscal year 2025-26 assessment rate for Zone A is \$566.57, for Zone B is \$552.41, and for Zone C is \$524.08.

Section 6. 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. However, in January 2018, the Bureau of Labor Statistics ("BLS") updated their geographic areas for computing CPI. Previously, the Los Angeles-Riverside-Orange County index was made up of Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties. The BLS divided this index into two areas; one that represents Los Angeles and Orange counties (Los Angeles-Long Beach-Anaheim) and another that represents Riverside and San Bernardino counties (Riverside-San Bernardino-Ontario). This Council hereby appoints the CPI to be used for the calculation of the assessments as the Los Angeles-Long Beach-Anaheim Index. The annual Los Angeles-Long Beach-Anaheim CPI from December 2023 to December 2024 was 3.42%.

Section 7. This Council hereby fixes 6:30 p.m. on July 15, 2025, or as soon thereafter as the matter may be heard, 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 parcels with the District for fiscal year 2025-26 and hereby gives notice of said hearing.

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 17th day of June 2025.

CITY OF DIAMOND BAR

Chia Yu Teng, Mayor

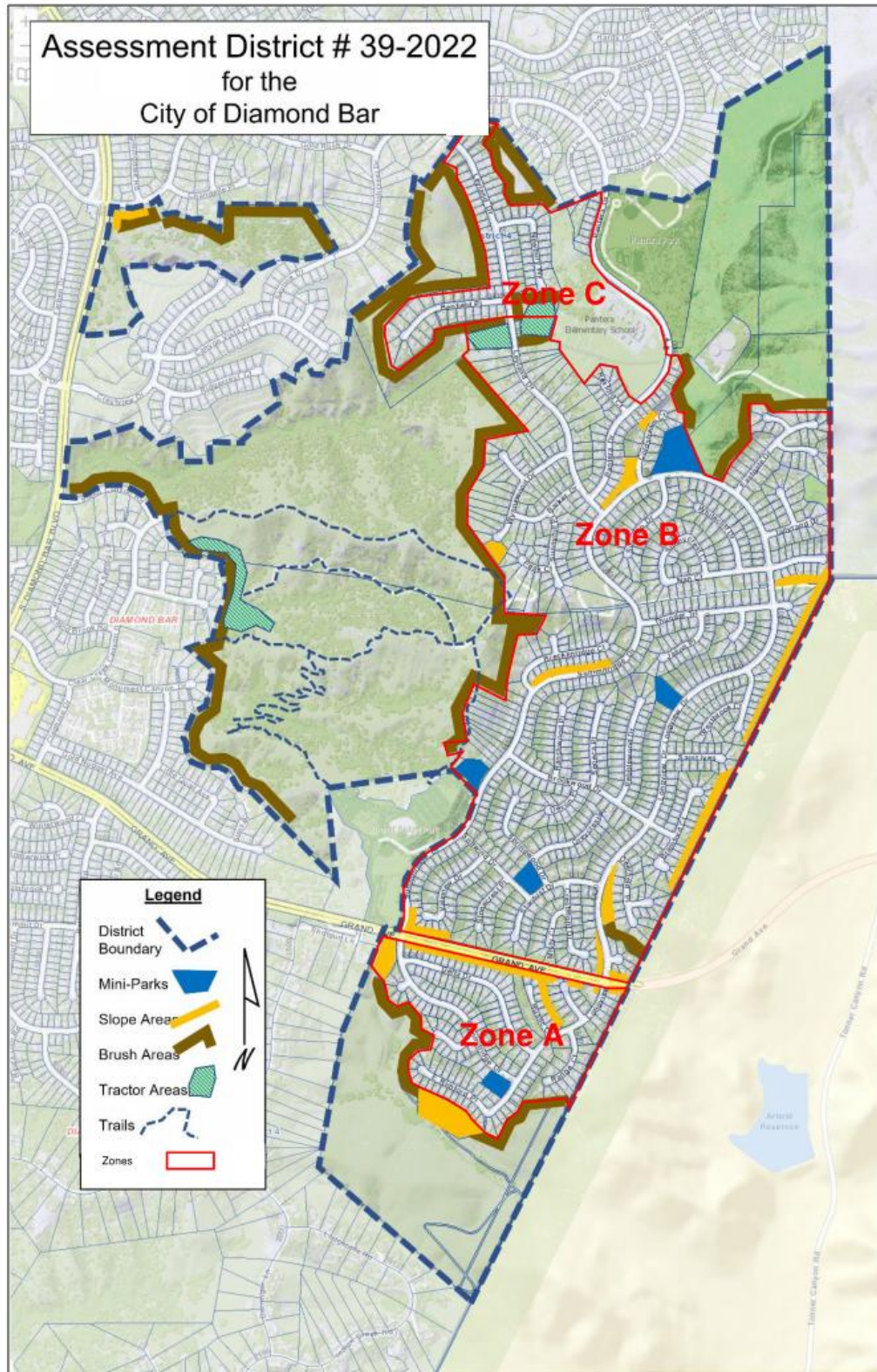
ATTEST:

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 17th day of June 2025, by the following roll call vote:

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

Kristina Santana, City Clerk

Exhibit A



CITY OF DIAMOND BAR

Fiscal Year 2025/26 Engineer's Report For:

Landscaping Assessment District No. 39-2022

June 2025

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Diamond Bar (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Landscaping Assessment District No. 39-2022 (the "District") for Fiscal Year 2025/26, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution (the "Article XIII D"). The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2025/26, the diagram for the District, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the District in proportion to the special benefit received.

NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received.

District	Parcel Count ⁽¹⁾	Single-Family Equivalents	Proposed FY 2025/26 Rate	Proposed FY 2025/26 Assessment Amount ⁽²⁾
Landscaping Assessment District No. 39-2022	1,246	1,214.300	\$566.57	\$687,986.00

(1) Includes active and levied parcels.

(2) Does not include rounding.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City at the time of District formation.

John G. Egan, P. E.
Assessment Engineer

2. INTRODUCTION

2.1 Background

The City services and maintains mini-parks, slopes, and open space areas and other improvements (the "Improvements") in the Diamond Bar Hills area of the City. In order to fund the maintenance and operation (the "Services") of these improvements, the Landscaping Assessment District No. 39 was formed in 1985 by the County of Los Angeles prior to the incorporation of the City. Upon incorporation in 1989, the City assumed jurisdiction over the Landscaping Assessment District No. 39.

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 XIII C and D of the California Constitution). Their intent was to replace the existing Landscaping Assessment 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 (the "Report") was prepared to establish the budget for the Improvements (as described below) that will be funded by the Fiscal Year 2025/26 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 Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Act, and Article XIII D.

2.2 Process for Annual Assessment

As required by the procedures specified in the Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the Resolution of Intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the report. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

Beginning in 2025, NBS 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 with footnotes, as appropriate.

2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments¹:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

¹ California Constitution Article XIII D Section 4.

GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011)² clarified this concept by stating, *“Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits.”*

The Court of Appeal in *Beutz v. County of Riverside* (2010) (“Beutz”)³ quoted from the Legislative Analyst’s Office pamphlet titled “Understanding Proposition 218” which states an agency must, *“estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of ‘general benefit.’ This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.”*

The Court in *Beutz* furthered this idea stating, *“Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits.”*

The Court of Appeal in *Silicon Valley Taxpayers’ Association Incorporated v. Santa Clara County Open Space Authority* (2008) (“SVTA”)⁴ clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real property located in the district or to the public at large. The “public at large” includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) (“Tiburon”)⁵, the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, *“proportionate special benefit is the basis upon which a project’s total assessable costs are apportioned among parcels within an assessment district.”*

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, *“an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property.”*

PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, *“Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive*

² *Golden Hill Neighborhood Assn. v. City of San Diego* CA4/1, D062203 (Cal. Ct. App. 2013)

³ *Beutz v. County of Riverside*, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)

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

⁵ *Bonander v. Town of Tiburon*, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)

no special benefit.” Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017)⁶ clarified this issue by stating, “Section 4, Subdivision (a) of Article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.”

IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, “Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.”

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits “may be a legally justifiable approach to measuring and apportioning special benefits, [but] it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits; however, it must be both defensible and consistently applied.”

⁶ *Manteca Unified School District v. Reclamation District No. 17 et al*, C077906 (Cal. Ct. App. 2017)

3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the District defined in the Method of Assessment herein. Consistent with the Act, the improvements are generally described as follows:

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by the District, and the cost thereof paid from the levy of the annual assessment provide special benefit to parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by 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 the assessment.

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, labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

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, drainage and 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 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; 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 (according to 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.

4. ESTIMATE OF COSTS

4.1 District Budget

Fiscal Year 2025/26 estimated costs of maintenance and servicing the Improvements as described in the Plans and Specifications of this Report are summarized below.

Description	Proposed FY 2025/26 Costs
Salaries & Benefits	\$38,437
Advertising	3,500
Utilities	125,500
Maintenance of Grounds/Buildings	60,000
Professional Services	7,000
Trail & Landscape Maintenance	175,000
Tree Maintenance	32,000
Weed/Pest Abatement	58,000
Additional Enhancement & Improvement	<u>400,000</u>
Total Estimated Expenditures	\$899,437
Contingencies/Reserves	443,875
Contributions from Other Sources ⁽¹⁾	(655,326)
Fiscal Year 2025/26 Net Amount to be Assessed ⁽²⁾	\$687,986

(1) Includes City General Fund contribution and fund balance carryover.

(2) The net available 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.

A list containing the Fiscal Year 2025/26 assessment and number of parcels proposed to be assessed is included in Section 7 of this Report.

4.2 Balance to Levy

The following table shows the total costs, additional revenues and contributions, and the balance to levy for Fiscal Year 2025/26.

Description	Amount
Salaries & Benefits	\$38,437
Operating Expenses & Services	461,000
Enhancements / Improvements / Reserves	<u>843,875</u>
Total District Costs	\$1,343,312
Contribution to (from) Operational Reserves	(595,783)
Other Revenue Sources ⁽¹⁾	(59,543)
Balance to Levy	\$687,986

(1) Includes City General Fund contribution.

Total District Costs - Includes the personnel services, maintenance, and operations, capital (including capital replacement costs), indirect costs, and equipment.

Contribution to (from) Operational Reserves - The operational reserves item provides funds to operate the District from the time period of July 1 (beginning of the fiscal year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. This eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the fiscal year. Negative amounts shown here are transfers that are used to reduce the Balance to Levy.

Other Revenue Sources - The amount of additional funds designated for use by the District that are not from District assessments. These funds are added to the District account to reduce assessments and may be from either non-District sources including City General Fund contributions, fund balance carryover, or District sources including interest earnings.

Balance to Levy - The total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of the total direct and administration costs, reserves, contributions, and other revenue sources.

5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the Improvements throughout the District, as well as a description of the assessment methodology used to apportion the total assessment to properties within the District.

The Fiscal Year 2024/25 Engineer's Report was prepared by a different engineer of record and specific language from the Fiscal Year 2024/25 Engineer's Report ⁷ has been referenced to describe the Method of Apportionment within the following section of this Report.

The District consists of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this Report. Further, all assessor parcels, including all privately and publicly owned parcels, are identified by Assessor Parcel Numbers listed within the included assessment roll. The method used for apportioning the assessment is based on the proportional 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 the 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.

5.1 Special Benefit

The improvements are expected to confer certain special benefits to the parcels within the District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

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.*

⁷ Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 39-2022, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

The SVTA decision provides enhanced clarity to the definitions of special benefits from landscaping and parks to properties in three distinct areas: proximity, expanded or improved access, and views. The SVTA 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 decision also provides specific guidance that setback landscaping is a direct advantage and special benefit to property that is proximate to a landscaped area 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.⁸

In addition, the following special benefits are identified in the Prior Engineer's Report:

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.

IMPROVED VIEWS WITHIN THE 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

⁸ Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

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 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. 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.

Benefit Category	Relative Weight
Proximity & Access	10%
Views	10%
Outdoor Area Extension	10%
Safety & Security	10%
Creation of Lots	60%
Total Benefit	100%

5.2 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:

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 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 District	+	Benefit to Real Property Inside the 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 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.

5.3 Quantification of General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

In this section, the general benefit from the Improvements is liberally estimated and described using the precise language from the Prior Engineer's Report in the sections below.

BENEFIT TO PROPERTY OUTSIDE THE DISTRICT

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.

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 the District
- 1,246 Parcels In the District
- 40% Benefit Factor

Calculation of General Benefit to Property Outside the District: $87 / (87 + 1,246) \times 40\% = 2.61\%$.

BENEFIT TO PROPERTY INSIDE THE DISTRICT 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 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 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, $(50\% \text{ of } 10\%) \times 50\% = 2.50\%$ 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, 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.

Landscaping General Benefit Calculation

Outside the District	2.61%
Inside the District	1.51%
Public At Large	<u>2.50%</u>
Total General Benefit	6.62%

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 will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the assessments.

5.4 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 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).”

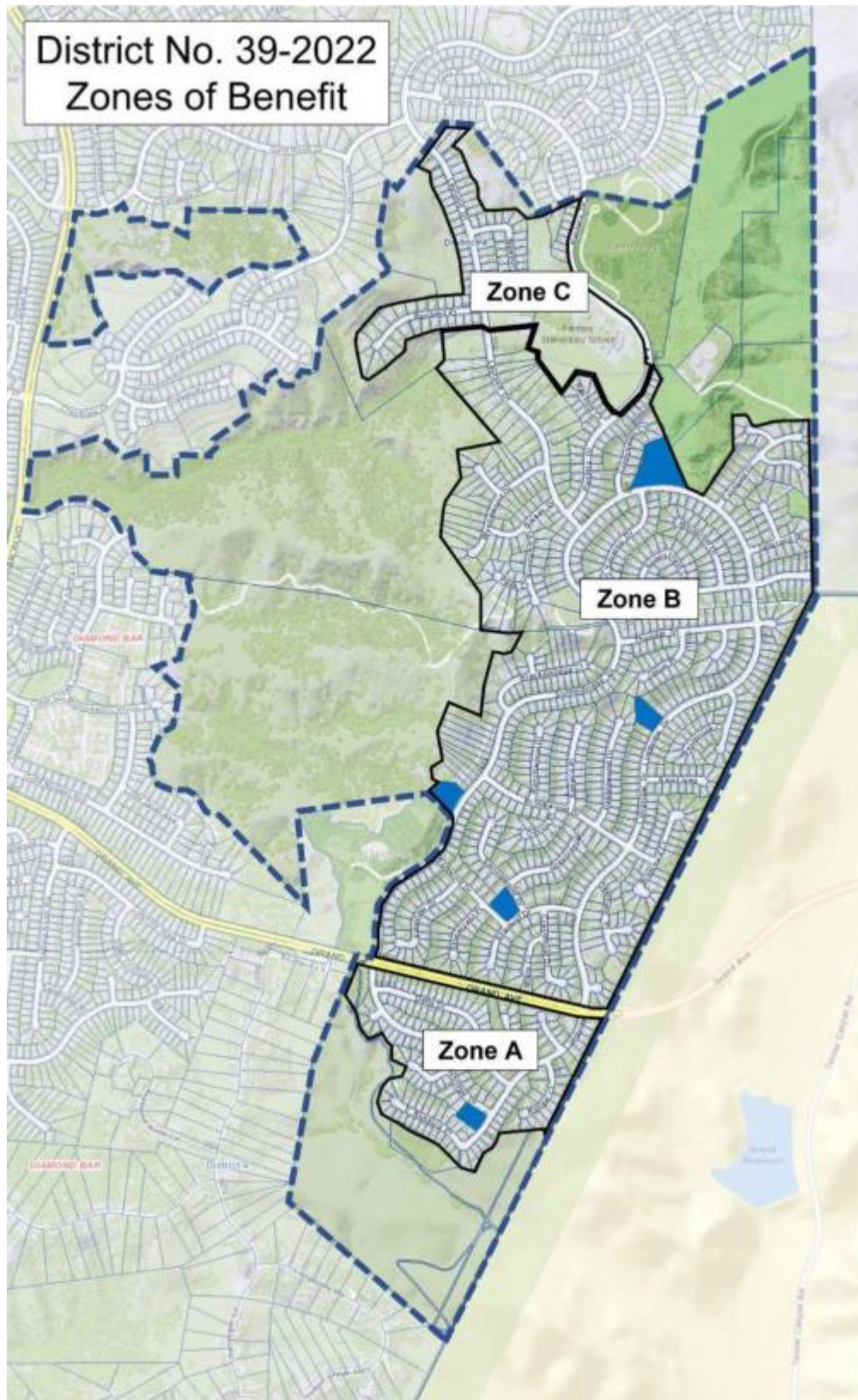
In the District, the benefit that each parcel receives from the Improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the assessment. However, proximity to the improvements varies somewhat within the District. In order to most conservatively assure that 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.

Benefit Category	Weight	Zone A		Zone B		Zone C	
		Factor	Benefit	Factor	Benefit	Factor	Benefit
Proximity & Access	10%	100%	10%	75%	7.5%	75%	7.5%
Views	10%	100%	10%	100%	10%	75%	7.5%
Outdoor Area Extension	10%	100%	10%	100%	10%	75%	7.5%
Safety & Security	10%	100%	10%	100%	10%	100%	10%
Creation of Lots	60%	100%	60%	100%	60%	100%	60%
Relative Benefit	100%		100%		97.5%		92.5%

A general map of the location of the Zones is shown below.



5.5 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. The precise language from the Prior Engineer's Report is included below:

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 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.⁹

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 found

⁹ Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38-2022, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

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 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.

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.

Open Space: The open space parcels that lie within the District are part of the Improvements (views, safety and security, etc.) Therefore, these parcels are not assessed.

5.6 Annual Assessment Calculation

The table below shows the calculation of the estimated number of SFEs for each Zone for Fiscal Year 2025/26.

Zone	Parcel Count	SFE Factor	SFEs
A	176	100%	176.000
B	971	97.5%	946.725
C	99	92.5%	91.575
Total	1,246		1,214.300

The following table shows the calculation of the assessment rate.

Description	Fiscal Year 2025/26 Amount
Balance to Levy	\$687,986.00
Total SFEs	1,214.300
Assessment rate per SFE	\$566.57

The assessment rate per Zone is shown below.

Zone	Fiscal Year 2025/26 Assessment Rate
A	\$566.57
B	552.41
C	524.08

5.7 Cost of Living Inflator

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.

In January 2018, the Bureau of Labor Statistics (“BLS”) updated their geographic areas for computing CPI. Previously, the Los Angeles-Riverside-Orange County index was made up of Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties. The BLS divided this index into two areas; one that represents Los Angeles and Orange counties (Los Angeles-Long Beach-Anaheim) and another that represents Riverside and San Bernardino counties (Riverside-San Bernardino-Ontario).

The annual resolution approving this Report specifies that the CPI to be used for the calculation of the maximum assessments is the Los Angeles-Long Beach-Anaheim Index. The annual CPI from December 2023 to December 2024 was 3.42%.

5.8 Duration of Assessment

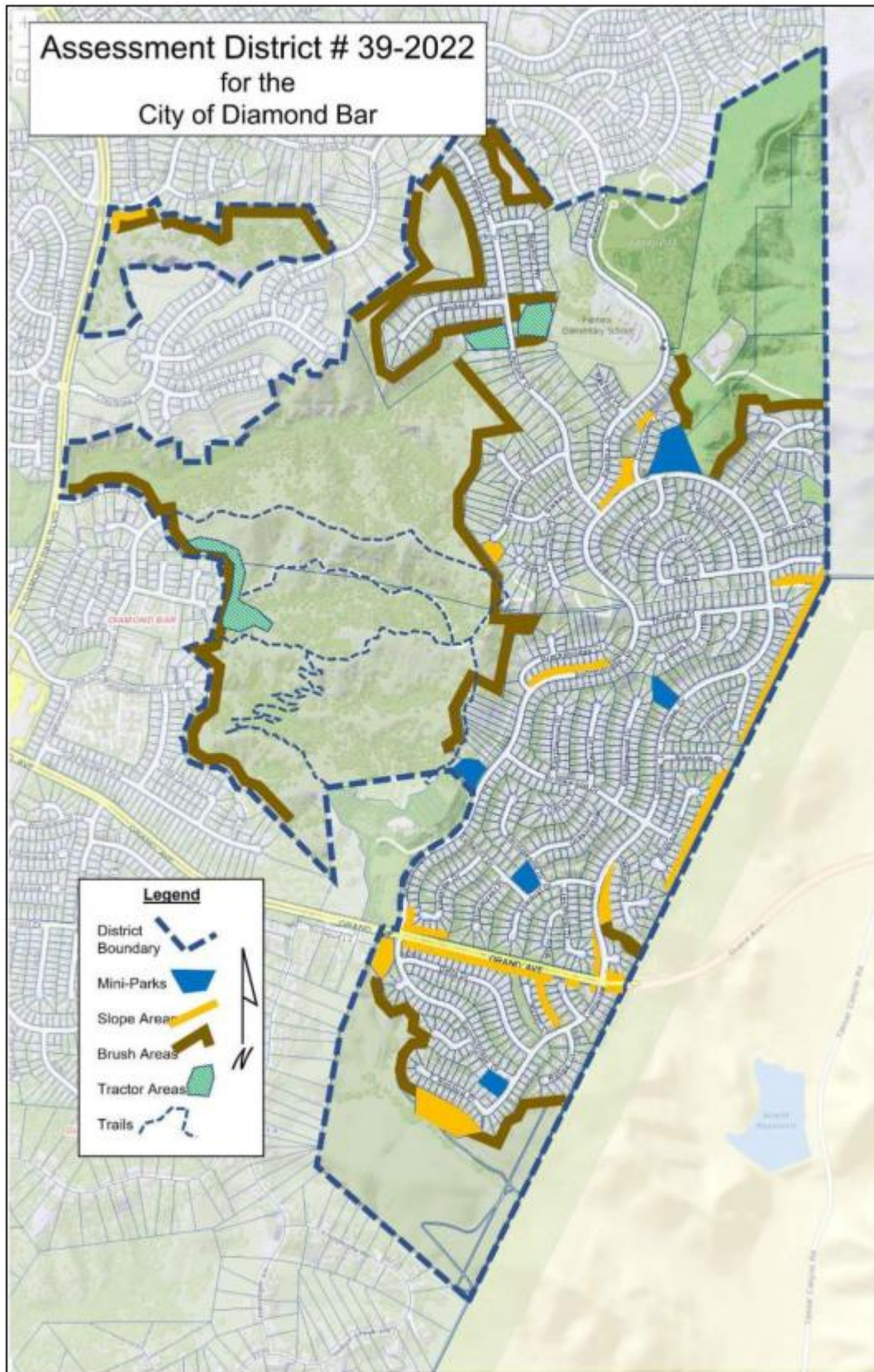
It is proposed that the assessments be continued every year after their formation, so long as the public improvements need to be maintained and improved, and the City requires funding for the Improvements in the District. As noted previously, the assessment can continue to be levied annually after the 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.

5.9 Appeals and Interpretation

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 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 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 City Council, and the decision of the City Council shall be final.

6. ASSESSMENT DIAGRAM

The parcels to be assessed in the District are shown on the Assessment Diagram, which is on file with the City Clerk of the City 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 shown on the maps of the County Assessor of the County of Los Angeles, at the time this Report was prepared, and are incorporated by reference herein and made part of this Report.



7. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this Report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

RESOLUTION NO. 2025-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR TO DECLARE THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPING ASSESSMENT DISTRICT NO. 41-2021 AND DIRECT CITY STAFF TO ADVERTISE THE PUBLIC HEARING BEFORE THE COUNCIL AT THE JULY 15, 2025 REGULAR MEETING.

WHEREAS, the City of Diamond Bar Landscaping 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.), known as the Landscaping and Lighting Act of 1972 ("Act"); and

WHEREAS, NBS has been designated as Engineer of Work for purposes of these proceedings (the "Engineer of Work") and ordered to prepare the Engineer's Report in accordance with the Act; and

WHEREAS, the Engineer of Work has filed the Engineer's Report (the "Report") with the City Clerk, copies of which have been submitted to this City Council, which Report contains the information required by the Act, including: (a) a calculation of the portion of the services to be provided by the District that constitute a special benefit to the parcels in the District; (b) a methodology for assigning assessments to individual parcels; (c) a listing of each lot or parcel of property that would be subject to the proposed assessment; (d) the estimate of cost for the improvements; and (e) the amount of the proposed assessment for each lot or parcel for the fiscal year 2025-26.

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 this Resolution, are in all respects true and correct.

Section 2. The above-described Report submitted by the Engineer of Work relating to the District is hereby approved as filed.

Section 3. The Council hereby declares its intention to levy and collect assessments during fiscal year 2025-26 pursuant to the Act, within that area designated "City of Diamond Bar Landscaping 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, paving, irrigation, or electrical facilities. Said maintenance and servicing of the landscaping and related work shall be within the area of the District 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 Report relating to the said 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 District, and contains the proposed assessments upon assessable lots and parcels of land within the District for fiscal year 2025-26. Said proposed assessment amounts for the single-family and multi-family parcels are \$591.14 and \$543.85, respectively, an increase of 3% from fiscal year 2024-25.

Section 6. This Council hereby fixes 6:30 p.m. on July 15, 2025, or as soon thereafter as the matter may be heard, 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 parcels within the District for fiscal year 2025-26 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 17th day of June 2025.

CITY OF DIAMOND BAR

Chia Yu Teng, Mayor

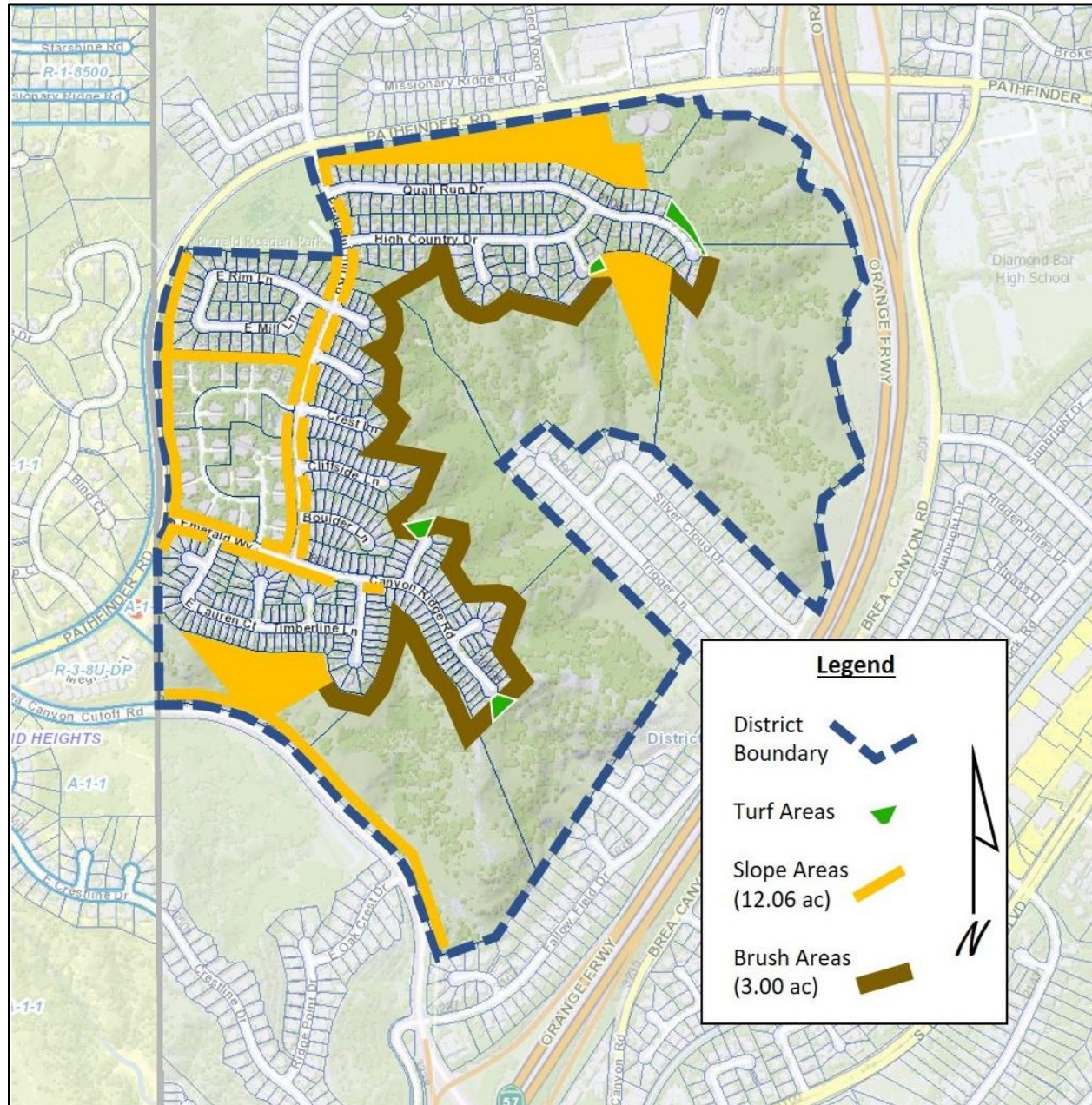
ATTEST:

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 17th day of June 2025, by the following roll call vote:

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

Kristina Santana, City Clerk

Exhibit A



CITY OF DIAMOND BAR

Fiscal Year 2025/26 Engineer's Report For:

Landscaping Assessment District No. 41-2021

June 2025

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Diamond Bar (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Landscaping Assessment District No. 41-2021 (the "District") for Fiscal Year 2025/26, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution (the "Article XIII D"). The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2025/26, the diagram for the District, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the District in proportion to the special benefit received.

NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received.

District	Parcel Count ⁽¹⁾	Single-Family Equivalents	Proposed FY 2025/26 Rate	Proposed FY 2025/26 Assessment Amount ⁽²⁾
Landscaping Assessment District No. 41-2021	554	542.48	\$591.14	\$320,681.62

(1) Includes active and levied parcels.

(2) Does not include rounding.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Diamond Bar at the time of District formation.

John G. Egan, P. E.
Assessment Engineer

2. INTRODUCTION

2.1 Background

The City of Diamond Bar (the “City”) services and maintains turf areas, slopes and open space areas, and other improvements (the “Improvements”) in the Diamond Bar Hills area of the City. In order to fund the maintenance and operation (the “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 XIIC 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 (the “Report”) was prepared to establish the budget for the Improvements (as described below) that will be funded by the Fiscal Year 2025/26 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 Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Act, and Article XIII D.

2.2 Process for Annual Assessment

As required by the procedures specified in the Act, an Engineer’s Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.

- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the Resolution of Intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the report. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

Beginning in 2025, NBS 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 with footnotes, as appropriate.

2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments¹:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

¹ California Constitution Article XIII D Section 4.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011)² clarified this concept by stating, *“Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits.”*

The Court of Appeal in *Beutz v. County of Riverside* (2010) (“Beutz”)³ quoted from the Legislative Analyst’s Office pamphlet titled “Understanding Proposition 218” which states an agency must, *“estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of ‘general benefit.’ This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.”*

The Court in *Beutz* furthered this idea stating, *“Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits.”*

The Court of Appeal in *Silicon Valley Taxpayers’ Association Incorporated v. Santa Clara County Open Space Authority* (2008) (“SVTA”)⁴ clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real property located in the district or to the public at large. The “public at large” includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) (“Tiburon”)⁵, the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, *“proportionate special benefit is the basis upon which a project’s total assessable costs are apportioned among parcels within an assessment district.”*

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, *“an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property.”*

² *Golden Hill Neighborhood Assn. v. City of San Diego* CA4/1, D062203 (Cal. Ct. App. 2013)

³ *Beutz v. County of Riverside*, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)

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

⁵ *Bonander v. Town of Tiburon*, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)

PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, *“Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.”* Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017)⁶ clarified this issue by stating, *“Section 4, Subdivision (a) of Article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.”*

IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, *“Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.”*

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *“may be a legally justifiable approach to measuring and apportioning special benefits, [but] it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits; however, it must be both defensible and consistently applied.”*

⁶ *Manteca Unified School District v. Reclamation District No. 17 et al*, C077906 (Cal. Ct. App. 2017)

3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the District defined in the Method of Assessment herein. Consistent with the Act, the Improvements are generally described as follows:

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and Improvements to be undertaken by the District, and the cost thereof paid from the levy of the annual assessment provide special benefit to parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by 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 the assessment.

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, graffiti removal and repainting, labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

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, drainage and 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 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; 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 (according to 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.

4. ESTIMATE OF COSTS

4.1 District Budget

Fiscal Year 2025/26 estimated costs of maintenance and servicing the Improvements as described in the Plans and Specifications of this Report are summarized below.

Description	Proposed FY 2025/26 Costs
Salaries & Benefits	\$38,480
Advertising	3,000
Utilities	77,000
Maintenance of Grounds/Buildings	50,000
Professional Services	7,000
Landscape Maintenance	70,600
Tree Maintenance	23,000
Weed/Pest Abatement	51,602
Capital Improvements	<u>200,000</u>
Total Estimated Expenditures	\$520,682
Contingencies/Reserves	55,580
Contributions from Other Sources ⁽¹⁾	(255,580)
Fiscal Year 2025/26 Net Amount to be Assessed ⁽²⁾	\$320,682

(1) Includes City General Fund contribution and fund balance carryover.

(2) The net available 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.

A list containing the Fiscal Year 2025/26 assessment and number of parcels proposed to be assessed is included in Section 7 of this Report.

4.2 Balance to Levy

The following table shows the total costs, additional revenues and contributions, and the balance to levy for Fiscal Year 2025/26.

Description	Amount
Salaries & Benefits	\$38,480
Operating Expenses & Services	282,202
Capital Improvements / Reserves	<u>255,580</u>
Total District Costs	\$576,262
Contribution to (from) Operational Reserves	(235,563)
Other Revenue Sources ⁽¹⁾	(20,017)
Balance to Levy	\$320,682

(1) Includes City General Fund contribution.

Total District Costs - Includes the personnel services, maintenance, and operations, capital (including capital replacement costs), indirect costs, and equipment.

Contribution to (from) Operational Reserves - The operational reserves item provides funds to operate the District from the time period of July 1 (beginning of the fiscal year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. This eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the fiscal year. Negative amounts shown here are transfers that are used to reduce the Balance to Levy.

Other Revenue Sources - The amount of additional funds designated for use by the District that are not from District assessments. These funds are added to the District account to reduce assessments and may be from either non-District sources including City General Fund contributions, fund balance carryover, or District sources including interest earnings.

Balance to Levy - The total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of the total direct and administration costs, reserves, contributions, and other revenue sources.

5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the Improvements throughout the District, as well as a description of the assessment methodology used to apportion the total assessment to properties within the District.

The Fiscal Year 2024/25 Engineer's Report was prepared by a different engineer of record and specific language from the Fiscal Year 2024/25 Engineer's Report ⁷ has been referenced to describe the Method of Apportionment within the following section of this Report.

The District consists of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this Report. Further, all assessor parcels, including all privately and publicly owned parcels, are identified by Assessor Parcel Numbers listed within the included assessment roll. The method used for apportioning the assessment is based on the proportional 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 the 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.

5.1 Special Benefit

The improvements are expected to confer certain special benefits to the parcels within the District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

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.*

⁷ Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 41-2021, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

The SVTA decision provides enhanced clarity to the definitions of special benefits from landscaping and parks to properties in three distinct areas: proximity, expanded or improved access, and views. The SVTA 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 decision also provides specific guidance that setback landscaping is a direct advantage and special benefit to property that is proximate to a landscaped area 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.⁸

In addition, the following special benefits are identified in the Prior Engineer's Report:

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.

IMPROVED VIEWS WITHIN THE 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

⁸ Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

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 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. 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.

Benefit Category	Relative Weight
Proximity & Access	10%
Views	10%
Outdoor Area Extension	10%
Safety & Security	10%
Creation of Lots	60%
Total Benefit	100%

5.2 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:

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 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 District	+	Benefit to Real Property Inside the 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 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.

5.3 Quantification of General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

In this section, the general benefit from the Improvements is liberally estimated and described using the precise language from the Prior Engineer's Report in the sections below.

BENEFIT TO PROPERTY OUTSIDE THE DISTRICT

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.

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.

Assumptions:

- 23 Parcels Outside the District
- 554 Parcels In the District
- 40% Benefit Factor

Calculation of General Benefit to Property Outside the District: $23 / (23 + 554) \times 40\% = 1.59\%$.

BENEFIT TO PROPERTY INSIDE THE DISTRICT 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 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. 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 passerby 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, $(90\% \text{ of } 25\%) \times 10\% = 2.25\%$ 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, 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

Outside the District	1.59%
Inside the District	0.00%
Public At Large	<u>2.25%</u>
Total General Benefit	3.84%

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 will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the assessments.

5.4 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. The precise language from the Prior Engineer's Report is included below:

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 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.⁹

RESIDENTIAL PROPERTIES

Certain residential properties in the District that contain a single residential dwelling unit are assigned 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.

⁹ Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer’s Report, City of Diamond Bar, Landscaping Assessment District No. 41-2021, dated July 2024 and approved by City Council on June 18, 2024 (“Prior Engineer’s Report”).

Benefit Category	Weight	SFR		Condo	
		<u>PDF</u>	<u>SFE Factor</u>	<u>PDF</u>	<u>SFE Factor</u>
Proximity & Access	10%	100%	10%	73%	7.3%
Views	10%	100%	10%	73%	7.3%
Outdoor Area Extension	10%	100%	10%	73%	7.3%
Safety & Security	10%	100%	10%	100%	10%
Creation of Lots	60%	100%	60%	100%	60%
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 other multi-family 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 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:

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.

Open Space: The open space parcels that lie within the District are part of the Improvements (views, safety and security, etc.) Therefore, these parcels are not assessed.

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.

5.5 Annual Assessment Calculation

The table below shows the calculation of the estimated number of SFEs for Fiscal Year 2025/26.

Description	Parcel Count	SFE Factor	SFEs
Single Family Parcels	410	100%	410.00
Condominium Parcels	144	92%	132.48
Total	554		542.48

The following table shows the calculation of the assessment rate.

Description	Fiscal Year 2025/26 Amount
Balance to Levy	\$320,681.62
Total SFEs	542.48
Assessment rate per SFE	\$591.14

The assessment rate per land use is shown below.

Description	Fiscal Year 2025/26 Assessment Rate
Single Family Parcels	\$591.14
Condominium Parcels	543.85

5.6 Cost of Living Inflation

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 a report prepared in accordance with Article XIID of the California Constitution. If the 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.

5.7 Duration of Assessment

It is proposed that the assessments be continued every year after their formation, so long as the public improvements need to be maintained and improved, and the City requires funding for the 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.

5.8 Appeals and Interpretation

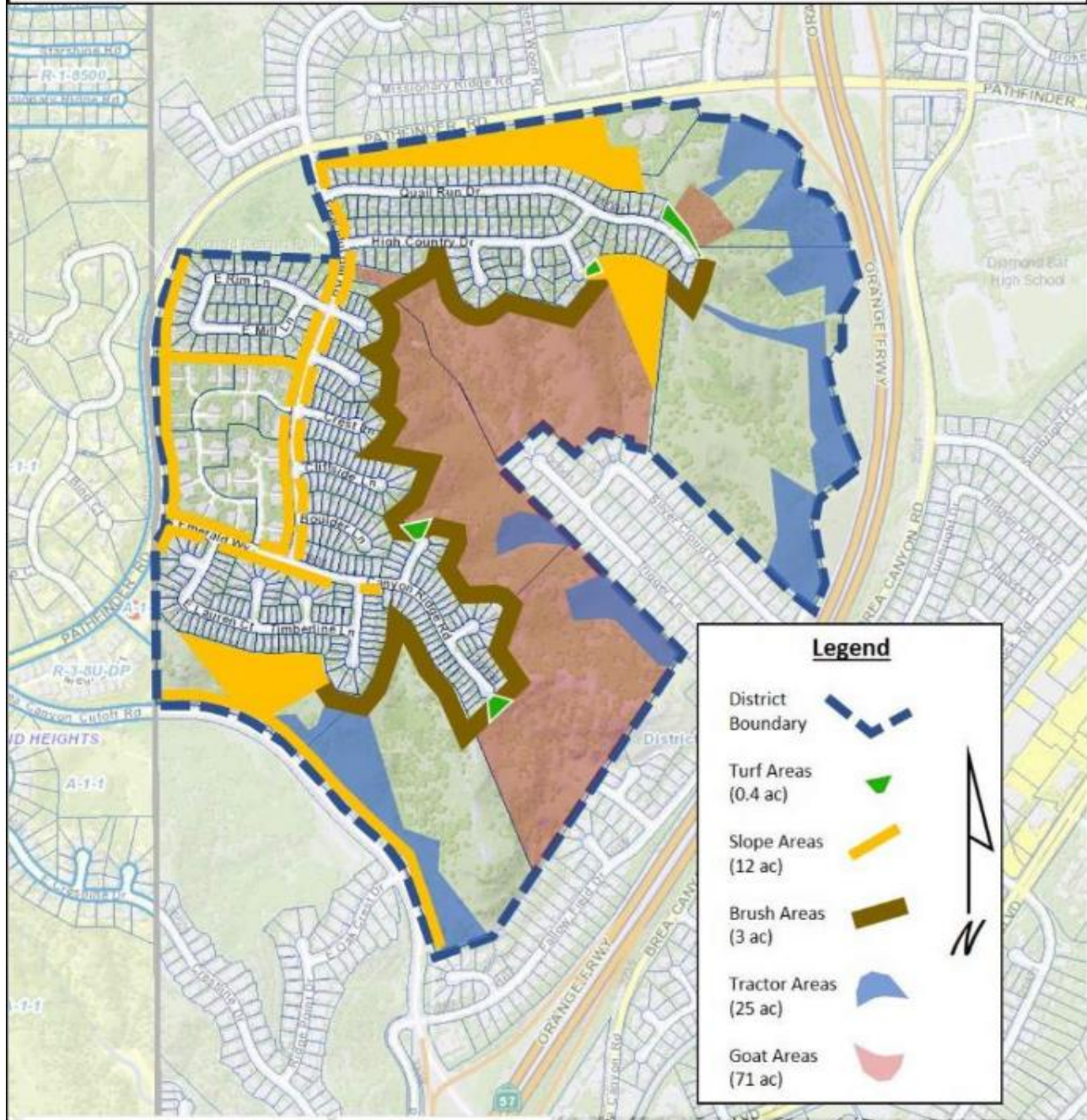
Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City Manager or his or her designee. Any such appeal is limited to correction of an assessment

during the then-current Fiscal Year and applicable law. Upon 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.

6. ASSESSMENT DIAGRAM

The parcels to be assessed in the District 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 shown on the maps of the County Assessor of the County of Los Angeles, at the time this Report was prepared, and are incorporated by reference herein and made part of this Report.

Assessment District #41-2021 for the City of Diamond Bar



7. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

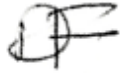
A listing of assessor's parcels subject to the assessments for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

Agenda #: 5.19
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **NOTICE OF COMPLETION FOR THE CITY HALL CABLE CHANNEL BROADCAST & AV EQUIPMENT UPGRADE, PROJECT #FP23504.**
STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve, and authorize the Director of Public Works/City Engineer, to file the Notice of Completion.

FINANCIAL IMPACT:

Funding was included in the FY23/24 Capital Improvement Program and carried over to FY24/25. The final construction cost of the Project is \$373,307.72 which is \$35,017.98 under the total authorization amount of \$408,325.70.

BACKGROUND/DISCUSSION:

The Windmill/Willow Room Audio Visual & Production Control Room Systems Upgrade Project (FP 23504) included the upgrade of broadcast and A/V equipment at City Hall, which provides staff with the ability to broadcast from the City Hall Windmill Room. This ensures greater transparency and accessibility for residents who wish to stay informed about City business, especially those that cannot attend meetings in person. This aligns with the City Council's goal of fostering an Open, Engaged and Responsive Government. This project was broken down into two phases: 1) Design and 2) Construction.

On July 1, 2021, a Consultant Services Agreement was entered into with Vidiflo, LLC for the audio/visual project management services associated with the design phase of the aforementioned project. This included the review of vendor system design and bill of materials, compatibility of the new system with the existing broadcast system, verification of cabling paths within the Windmill Room to the Broadcast Room, oversight of the Installation Crew, and system commissioning oversight.

The City Council awarded the construction contract to EIDIM Group, Inc., dba EIDIM AV Technology, on September 19, 2023, in an amount not to exceed \$355,065.70. To cover unforeseen expenses, a 15% contingency of \$53,260.00 was proposed, resulting in a not-to-exceed total of \$408,325.70. This Project is fully funded using PEG Funds. The City authorized the Notice to Proceed for the construction project on October 10, 2023.

EIDIM Group, Inc. has completed all work required of this Project, including all punch list items, on May 22, 2025. There were five approved change orders associated with this Project:

- 1) A change order in the amount of \$10,692.52 to allow for additional equipment, wiring and revision to the shop drawings.
- 2) A change order in the amount of \$960.99 to substitute a piece of equipment with a replacement item.
- 3) A change order in the amount of \$2,178.28 to substitute a piece of equipment with a replacement item.
- 4) A change order in the amount of \$3,518.15 to replace the existing Assisted Listening System in the Windmill Room.
- 5) A change order in the amount of \$892.09 to replace the existing podium microphone in the Windmill Room; with no financial impact, and added five (5) calendar days to the contract due to delivery of equipment and installation.

The total construction cost was \$373,307.73.

PREPARED BY:

Jason Williams

Jason Williams, Maintenance Supervisor

6/17/2025

REVIEWED BY:

Dannette Allen

Dannette Allen, Principal

5/28/2025

Hal Ghafari

Hal Ghafari, Public Works Manager/Asst. City Engineer

5/29/2025

David G. Liu

David G. Liu, Public Works Director/City Engineer

6/5/2025

Jason Jacobsen

Jason Jacobsen, Finance Director

6/9/2025

Attachments:

1. 5.19.a Notice of Completion

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CITY OF DIAMOND BAR
 21810 COPLEY DRIVE
 DIAMOND BAR, CA 91765
 ATTENTION: CITY CLERK

Recording Fees Exempt per Govt. Code §§ 6103, 27383

Space Above for Recorder's Use

NOTICE OF COMPLETION

Cal. Civ. Code 8100 et seq. and 9200 et seq.

Notice is hereby given that:

1. The undersigned is the owner or authorized officer of the owner of the fee interest in the property hereinafter described.
2. The full name of the owner is City of Diamond Bar.
3. The full address of the owner is 21810 Copley Drive, Diamond Bar, CA 91765.
4. A work of improvement on the property hereinafter described was completed on 5/22/2025.
The work done was: City Hall – Windmill Room, Willow Room, Broadcast Room.
5. The name and address of the contractor, if any, for such work of improvement was:
EIDIM Group, Inc. dba EIDIM AV Technology
1015 S Placentia Ave.
Fullerton, CA 62831
6. The date of the contract was 10/07/2024.
7. The property on which said work of improvement was completed is in the City of Diamond Bar, County of Los Angeles, State of California, and is described as follows: Diamond Bar City Hall – Windmill/Willow Room Audio Visual & Production Control Room Systems Upgrade Project.
8. The street address of said property is 21810 Copley Drive, Diamond Bar, CA 91765.

CITY OF DIAMOND BAR

Dated: June 17, 2025

By: _____
 David Liu, P.E., Public Works Director

VERIFICATION

I am the Public Works Director/City Engineer of the City of Diamond Bar and am authorized to execute this verification on its behalf. I have read the foregoing notice of completion, know the contents thereof, and the same is true of my personal knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 17th day of June, 2025, at Diamond Bar, California.

CITY OF DIAMOND BAR

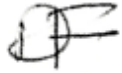
By: _____
 David Liu, P.E., Public Works Director

Agenda #: 5.20
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **THIRD AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH MCE CORPORATION FOR LANDSCAPE SERVICES IN LLADS 38, 39-2022 AND 41-2021.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager, to sign Third Amendment to Maintenance Services Agreement with MCE Corporation through June 30, 2026.

FINANCIAL IMPACT:

The annual not-to-exceed amount of the Third Amendment for Fiscal Year 2025/26 will be \$506,788.05, including the vendor's request for a CPI increase of 3.1%. Sufficient funds are included in the Fiscal Year 2025/26 Operating Budget to cover the cost of such services.

BACKGROUND:

MCE Corporation, managed by PW Maintenance, 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 Third Amendment is proposed to extend the term of the Agreement through June 30, 2026.

LEGAL REVIEW:

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

PREPARED BY:



Jason Williams, Maintenance Supervisor 6/17/2025

REVIEWED BY:



Hal Ghafari, Public Works Manager/Asst. City Engineer



6/3/2025

David G. Liu, Public Works Director/City Engineer

6/5/2025



Jason Jacobsen, Finance Director 6/9/2025

Attachments:

1. 5.20.a FY25-26 MCE Landscape Agreement

**THIRD AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT**

This Third Amendment to Maintenance Services Agreement ("Third Amendment") is made and entered into as of June 17, 2025, 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 that certain Second Amendment dated as of June 18, 2024, 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. Reserved

3. Term. The Term of the Original Agreement as amended by the Second Amendment is from July 1, 2024 to June 30, 2025. This Third Amendment extends the term from July 1, 2025 to June 30, 2026.

4. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Second Amendment was the sum of **four hundred ninety-one thousand five hundred fifty dollars (\$491,550) for fiscal year 2024-2025**. Section 3 of the Agreement is hereby amended to provide for a 3.1% CPI increase of Fifteen Thousand Two Hundred Thirty-Eight Dollars and 05/100 cents (\$15,238.05) so that the total not-to-exceed compensation, as amended by this Third Amendment shall not exceed Five Hundred Six Thousand Seven Hundred Eighty-Eight Dollars and 05/100 Cents (\$506,788.05) for fiscal year July 1, 2025 through June 30, 2026 without the prior authorization of the City.

5. Integration. This Third Amendment and all attachments hereto (if any)

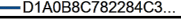
integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Third Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent 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.

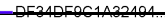
“CONTRACTOR”

MCE Corporation

DocuSigned by:

 6/2/2025
 *By: 
 Printed Name: Jeff Core
 Title: President & CEO

Signed by:

 6/2/2025
 *By: 
 Printed Name: Vince Cudia
 Title: Director of Operations – Maintenance

“CITY”

CITY OF DIAMOND BAR

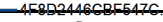
By: _____
 Dan Fox, City Manager

ATTEST:

 Kristina Santana, City Clerk

APPROVED AS TO FORM:

Signed by:

 6/2/2025

 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.

Certificate Of Completion

Envelope Id: 0DB6F7B1-0CAA-467A-9B30-FB5EB8DA9EE4

Status: Sent

Subject: FY25-26 MCE (Landscape) Agreement

Source Envelope:

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Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Angie Hernandez

AutoNav: Enabled

21825 Copley Dr

Envelopeld Stamping: Enabled

Diamond Bar, CA 91765-4178

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ahernandez@diamondbarca.gov

IP Address: 76.79.169.100

Record Tracking

Status: Original

Holder: Angie Hernandez

Location: DocuSign

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ahernandez@diamondbarca.gov

Signer Events

JEFF CORE

jcore@mce-corp.com

President & CEO

MCE Corporation

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

JEFF CORE

D1A0B8C782284C3...

Timestamp

Sent: 5/30/2025 4:23:42 PM

Viewed: 6/2/2025 7:23:53 AM

Signed: 6/2/2025 8:08:29 AM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 6/2/2025 7:23:53 AM

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Vince Cudia

vcudia@mce-corp.com

Security Level: Email, Account Authentication
(None)

Signed by:

Vince Cudia

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Sent: 6/2/2025 8:08:31 AM

Viewed: 6/2/2025 8:09:36 AM

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Accepted: 6/2/2025 8:09:36 AM

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Omar Sandoval

osandoval@woodruff.law

City Attorney

Security Level: Email, Account Authentication
(None)

Signed by:

Omar Sandoval

4F8D2446CBF547C...

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Dan Fox

dfox@diamondbarca.gov

City Manager

City of Diamond Bar

Security Level: Email, Account Authentication
(None)

Sent: 6/2/2025 11:28:09 AM

Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
Kristina Santana KSantana@DiamondBarCA.Gov City of Diamond Bar Security Level: Email, Account Authentication (None)		Sent: 6/2/2025 11:28:09 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Jason Williams
jwilliams@diamondbarca.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/30/2025 4:23:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Diamond Bar (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Diamond Bar:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rmclean@diamondbarca.gov

To advise City of Diamond Bar of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at rmclean@diamondbarca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Diamond Bar

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to rmclean@diamondbarca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Diamond Bar

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to rmclean@diamondbarca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

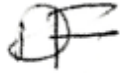
- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Diamond Bar as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Diamond Bar during the course of your relationship with City of Diamond Bar.

Agenda #: 5.21
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **THIRD AMENDMENT TO ROAD MAINTENANCE SERVICES AGREEMENT WITH CT&T CONCRETE PAVING, INC.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Third Amendment to the Road Maintenance Services Agreement with CT&T Concrete Paving, Inc. through June 30, 2026.

FINANCIAL IMPACT:

The annual not-to-exceed contract amount in this Third Amendment is eight hundred ninety thousand dollars (\$890,000) for FY 2025/26. Sufficient funds are included in the FY 2025/26 Operating Budget to cover the cost of such services.

BACKGROUND/DISCUSSION:

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 Third Amendment is proposed to extend the Agreement term through June 30, 2026.

Pursuant to the Agreement, a 3.1% CPI 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 PW

Maintenance on an as-needed basis within the budgeted resources available. The work 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:

Angie Hernandez

Angie Hernandez, Administrative Coordinator

6/17/2025

REVIEWED BY:

Hal Ghafari

Hal Ghafari, Public Works Manager/Asst. City Engineer

6/3/2025

David G. Liu

David G. Liu, Public Works Director/City Engineer

6/5/2025

Jason Jacobsen

Jason Jacobsen, Finance Director

6/9/2025

Attachments:

1. 5.21.a Third Amendment Maintenance Services CT&T

**THIRD AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT**

This Third Amendment to Maintenance Services Agreement ("Third Amendment") is made and entered into as of June 17, 2025, 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 Second Amendment dated as of June 18, 2024, 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. Reserved

3. Term. The Term of the Original Agreement as amended by the Second Amendment is from June 18, 2024 to June 30, 2025. This Third Amendment extends the term from July 1, 2025 to June 30, 2026.

4. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was in the sum of six hundred thousand Dollars (\$600,000) per fiscal year. The second amendment was in the amount not to exceed one million five hundred fifty-five thousand (\$1,555,000) in fiscal year 2024-2025. Section 3 of the Agreement is hereby amended so that the total not-to-exceed compensation, as amended by this Third Amendment shall not exceed eight hundred ninety thousand dollars (\$890,000) for fiscal year July 1, 2025 through June 30, 2026 without the prior authorization of the City.

5. 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”

CT&T Concrete Paving Inc.

DocuSigned by:
Jose Carvajal 6/2/2025
 E0DF56628A1E498...
 *By: _____
 Printed Name: Jose Carvajal
 Title: President

DocuSigned by:
Jackie Carvajal 6/5/2025
 00BC8751311149A...
 *By: _____
 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:

Signed by:
Omar Sandoval 6/5/2025
 4E8D2446C8E547C...

 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.



FY 2025-26
3.1% Increase Request

ROAD MAINTENANCE SERVICES COMPENSATION BASE BID SCHEDULE

ITEM NO	WORK ACTIVITIES	UNIT	EST. ANNUAL QTY	UNIT PRICE
ROAD MAINTENANCE AC PAVEMENT				
1	4" AC SURFACE R&R	SF	3,000	\$ 10.69
2	6" AC SURFACE R&R	SF	2,000	\$ 16.31
3	8" AC SURFACE R&R	SF	5,000	\$ 16.54
4	AC SKIN PATCH	SF	5000	\$ 3.86
5	1 ½" MILL GRIND & OVERLAY	SF	10,000	\$ 4.13
6	2" MILL GRIND & OVERLAY	SF	10,000	\$ 4.74
7	2 ½" MILL GRIND & OVERLAY	SF	10,000	\$ 5.73
8	SAW CUT	LF	1,000	\$ 2.21
9	ADJUST MANHOLE	EA	50	\$ 1,543.02
ROAD MAINTENANCE PCC				
10	4" PCC SIDEWALK/DRIVEWAY/FLATWORK R&R	SF	20,000	\$ 17.08
11	6" PCC SIDEWALK/DRIVEWAY/FLATWORK R&R	SF	10,000	\$ 19.51
12	6" PCC DRIVEWAY SPPWC STD PLAN 110-2 TYPE A & B R&R	SF	2,000	\$ 20.83
13	6" PCC DRIVEWAY SPPWC STD PLAN 110-2 TYPE C R&R	SF	2,000	\$ 20.83
14	CURB & GUTTER R&R w/ 1' AC Pavement Slot	LF	1,000	\$ 70.54
15	6" A-CURB R&R	LF	500	\$ 50.69
16	8" A-CURB R&R	LF	500	\$ 52.35
17	SIDEWALK AC PATCH (RAMPING)	SF	1,000	\$ 18.73
18	SIDEWALK GRINDING	LF	3,000	\$ 18.56
19	REMOVE EXISTING CONDITIONS & INSTALL CURB RAMPS SPPWC STD PLAN 111-5 TYPE 1-6 CASE A	EA	10	\$ 5,731.22
20	REMOVE EXISTING CONDITIONS & INSTALL CURB RAMPS SPPWC STD PLAN 111-5 TYPE 1-2 CASE B	EA	10	\$ 5,731.22
21	3"Concrete V-DITCH 44"W x L R&R	LF	500	\$ 23.69
22	8" CROSS GUTTER 6'w x L SPPWC STD PLAN 122-2	LF	1000	\$ 22.04

Bid Schedule Note: Item # 10-22 may require additional concrete to fill in low spots and some tree roots removal. Contractors should take in consideration when pricing.

ROAD MAINTENANCE SERVICES COMPENSATION BASE BID SCHEDULE

ITEM NO	STORM DRAIN WORK ACTIVITIES	UNIT	SERVICE CALLS PER YEAR	UNIT PRICE
1	JETTER/VAC – STORM DRAIN CLEANING 12"-36" PIPE	HOURLY	4 - 6	\$ 537.85
2	CCTV STORM DRAIN LINES	HOURLY	4 - 6	\$ 537.85

EXHIBIT "B"

ROAD MAINTENANCE SERVICES COMPENSATION OPTION BID SCHEDULE

ITEM NO	WORK ACTIVITIES	CALTRANS STD PLANS	UNIT	EST. ANNUAL QTY	UNIT PRICE
ROAD MARKINGS PAINT					
1	18' ARROW	TYPE I	EA	25	\$62.82
2	24' ARROW	TYPE I	EA	15	\$93.13

3	10' ARROW	TYPE I	EA	25	\$35.54
4	(L)/(R) 8' ARROW	TYPE IV	EA	100	\$43.15
5	(L)/(R) 18' ARROW	TYPE VI	EA	25	\$94.23
6	5' BIKE LANE ARROW	-----	EA	50	\$20.61
7	15' LEFT/STRAIGHT/RIGHT ARROW	TYPE VIII	EA	25	\$91.97
8	13' (L) OR (R) STRAIGHT ARROW	TYPE VII	EA	15	\$79.91
9	RAILROAD CROSSING SYMBOL	-----	EA	2	\$110.22
10	8' LETTER	-----	EA	1,000	\$15.74
11	4' LETTER	-----	EA	100	\$12.67
12	12" LIMIT LINE (STOP LINE)	-----	LF	5,000	\$1.93
13	TYPE A AND TYPE AY PLASTIC MARKER	-----	EA	1,000	\$4.41
14	TYPE A AND TYPE AY PLASTIC MARKER	-----	EA	1,000	\$4.41
15	TYPE C AND TYPE D MARKER	-----	EA	500	\$4.41
16	TYPE G AND TYPE H MARKER	-----	EA	500	\$4.41
17	SANDBLAST ROAD MARKINGS	-----	SF	5,000	\$2.40
18	SANDBLAST PAINTED CURBS	-----	LF	5,000	\$7.53
19	ROAD MARKINGS THERMOPLASTIC				
20	CHANNELIZING LINE	DETAIL	LF	5,000	\$1.10
21	BIKE LANE LINE	DETAIL 39	LF	15,000	\$0.66
22	INTERSECTION LINE BIKE LANE	DEATIL	LF	5,000	\$0.44
23	LANE LINE EXTENSIONS THRU INT	DETAIL 40	LF	2,000	\$0.17
24	18' ARROW	TYPE I	EA	25	\$72.74
25	24' ARROW	TYPE I	EA	15	\$91.75
26	10' ARROW	TYPE I	EA	25	\$41.61
27	(L)/(R) 8' ARROW	TYPE IV	EA	100	\$43.92
28	(L)/(R) 18' ARROW	TYPE VI	EA	25	\$115.73
29	5' BIKE LANE ARROW	-----	EA	50	\$20.53
30	15' LEFT/STRAIGHT/RIGHT ARROW	TYPE VIII	EA	25	\$106.91
31	13' (L) OR (R) STRAIGHT ARROW	TYPE VII	EA	15	\$79.36
32	RAILROAD CROSSING SYMBOL	-----	EA	2	\$176.35
33	8' LETTER	-----	EA	1,000	\$22.31
34	4' LETTER	-----	EA	100	\$15.75
35	12" LIMIT LINE (STOP LINE)	-----	LF	5,000	\$2.48
36	MACHINE THERMALPLASTIC REMOVAL	-----	SF	5,000	\$2.62

EXHIBIT "B"**ROAD MAINTENANCE SERVICES COMPENSATION SCHEDULE****LABOR RATES**

LABOR RATES PER HOUR	REGULAR	OVERTIME
SUPERINTENDENT	\$104.76	\$157.15
SUPERVISOR	\$104.76	\$157.15
FOREMAN	\$122.94	\$152.87
HEAVY EQUIPMENT OPERATOR	\$122.94	\$152.87
10 WHEEL DUMP TRUCK OPERATOR	\$101.56	\$129.35
MASON	\$104.76	\$133.63
ASPHALT RAKER	\$104.76	\$133.63
LABORER	\$98.35	\$128.07
WALK BEHIND SAW OPERATOR	\$103.69	\$133.20

EQUIPMENT WITH OPRATOR RATES

EQUIPMENT WITH OPERATOR	REGULAR	OVERTIME
BACKHOE	\$197.77	\$296.65
SKIDSTEER LOADER	\$197.77	\$296.65
10 WHEEL DUMP TRUCK	\$138.97	\$208.46
WATER TRUCK	\$155.01	\$232.51

SKIP LOADER	\$155.01	\$290.24
CONSTRUCTION SWEEPER WITH SIDE AND REAR	\$181.73	\$272.60
WALK BEHIND SAW MACHINE	\$165.70	\$248.55
SIDEWALK-GRINDER/CONCRETE SCARIFIER	\$165.70	\$248.55

EQUIPMENT RATES

EQUIPMENT RATES	HOURLY	WEEKLY	MONTHLY RATE
PORTABLE AIR COMPRESSOR	\$37.38	\$953.56	\$1,596.04
PORTABLE ARROWBOARD	\$19.76	\$283.29	\$801.76
PORTABLE WATER TRAILER	\$30.01	\$842.39	\$1,483.80
PICKUP TRUCK	\$53.40	\$855.21	\$1,902.85
VIBRATING COMPACTION ROLLER	\$55.54	\$1,594.97	\$4,088.99
BACKHOE	\$63.02	\$1,731.81	\$4,489.87
SKIDSTEER LOADER	\$50.20	\$1,443.17	\$3,607.93
10 WHEEL DUMP TRUCK	\$63.02	\$1,828.02	\$4,409.70
CONTRACTOR WORK TRUCK	\$85.45	\$1,175.92	\$2,886.35
WATER TRUCK	\$55.54	\$1,763.88	\$4,008.81
SKIP LOADER	\$55.54	\$1,763.88	\$4,169.17
CONSTRUCTION SWEEPER WITH SIDE AND REAR	\$128.17	\$3,634.66	\$5,558.89
WALK BEHIND SAW MACHINE	\$55.54	\$1,539.38	\$3,607.93
PORTABLE CHANGEABLE MESSAGE SIGN	\$37.38	\$796.42	\$1,603.53
PORTABLE ARROWBOARD	\$19.76	\$283.29	\$801.76

Certificate Of Completion

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Envelope Originator:

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Envelopeld Stamping: Enabled

Diamond Bar, CA 91765-4178

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

ahernandez@diamondbarca.gov

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Status: Original

Holder: Angie Hernandez

Location: DocuSign

6/2/2025 10:21:01 AM

ahernandez@diamondbarca.gov

Signer Events

Jose Carvajal

jose.cttinc@gmail.com

President

CT&T Concrete Paving Inc.

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Jose Carvajal

E9DF56628A1F498...

Timestamp

Sent: 6/2/2025 10:28:30 AM

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Electronic Record and Signature Disclosure:

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ID: e8c8fe63-1ae6-49af-835a-fee4658c1dad

Jackie Carvajal

jackie@cttconcretepaving.com

Treasurer

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Jackie Carvajal

00BC8751311149A...

Sent: 6/2/2025 12:05:27 PM

Resent: 6/4/2025 5:11:15 PM

Resent: 6/5/2025 9:39:52 AM

Viewed: 6/5/2025 9:56:42 AM

Signed: 6/5/2025 10:09:20 AM

Signature Adoption: Pre-selected Style

Using IP Address: 76.82.63.89

Electronic Record and Signature Disclosure:

Accepted: 6/5/2025 9:56:42 AM

ID: 8ba9a007-3381-492b-b29c-2d911eda2a06

Omar Sandoval

osandoval@woodruff.law

City Attorney

Security Level: Email, Account Authentication
(None)

Signed by:

Omar Sandoval

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Sent: 6/5/2025 10:09:21 AM

Viewed: 6/5/2025 10:40:43 AM

Signed: 6/5/2025 10:41:38 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 34.208.136.214

Electronic Record and Signature Disclosure:

Accepted: 8/30/2023 9:27:38 AM

ID: fa17dabd-c770-4ac7-ae93-2ad37854a23a

Dan Fox

dfox@diamondbarca.gov

City Manager

City of Diamond Bar

Security Level: Email, Account Authentication
(None)

Sent: 6/5/2025 10:41:39 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Kristina Santana KSantana@DiamondBarCA.Gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jason Williams
jwilliams@diamondbarca.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Diamond Bar:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rmclean@diamondbarca.gov

To advise City of Diamond Bar of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at rmclean@diamondbarca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Diamond Bar

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to rmclean@diamondbarca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Diamond Bar

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to rmclean@diamondbarca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

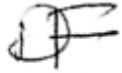
- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Diamond Bar as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Diamond Bar during the course of your relationship with City of Diamond Bar.

Agenda #: 5.22
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **EIGHTH AMENDMENT TO MAINTENANCE SERVICES AGREEMENT WITH EXTERIOR PRODUCTS CORPORATION FOR EXTERIOR DECOR & LIGHTING MAINTENANCE.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Eighth Amendment to the Maintenance Services Agreement with Exterior Products Corporation through June 30, 2026.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement for Fiscal Year 2025/26 would be \$190,000. Adequate funds are included in the Fiscal Year 2025/26 Public Works and 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 2025/26 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 3.1% (CPI).

The following are estimated program costs for the fiscal year 2025/26:

· Military Banners	\$16,000
· USA Flags on Grand Ave.	\$21,000
· Restaurant Week Banners	\$11,000
· Lighting Maintenance & Electrical services	\$121,000
· Holiday Décor & Windmill Holiday Display (Banners & City Hall)	\$21,000

LEGAL REVIEW:

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

PREPARED BY:

Angie Hernandez
Angie Hernandez, Administrative Coordinator

6/17/2025

REVIEWED BY:

Hal Ghafari
Hal Ghafari, Public Works Manager/Asst. City Engineer

6/3/2025

David G. Liu
David G. Liu, Public Works Director/City Engineer

6/5/2025

Jason Jacobsen
Jason Jacobsen, Finance Director

6/9/2025

Attachments:

1. 5.22.a Eight Amendment for Services Agreement - FY 2025/26

**EIGHTH AMENDMENT
TO
VENDOR SERVICES AGREEMENT**

This Eighth Amendment to Vendor Services Agreement ("Seventh Amendment") is made and entered into as of June 10, 2025, 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, Seventh Amendment as July 18, 2024, which are incorporated herein by this reference ("First, Second, Third, Fourth, Fifth, Sixth & Seventh Amendment"), which First, Second, Third, Fourth, Fifth, Sixth & Seventh 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. The Seventh Amendment extended the Term up to and including June 30, 2025. This Eighth Amendment shall extend the Term up to and including June 30, 2026.

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

1496333.1

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. The Seventh Amendment amended Section 3 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). Section 3 is hereby amended to provide for a total not-to-exceed compensation in the sum of One Hundred Ninety Thousand Dollars (\$190,00.00) for the 2025-26 fiscal year (July 1, 2025 – June 30, 2026) without the prior written authorization of the City.

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.

{SIGNATURES FOLLOW ON THE NEXT PAGE}

"Contractor"

Exterior Products Corporation

DocuSigned by:
By: Jeff "JR" Rovinsky 6/2/2025
DAEC1EE24CE14D0
Printed Name: Jeff "JR" Rovinsky
Title: President

By: _____
Printed Name: _____
Title: _____

"City"

City of Diamond Bar

By: _____
Dan Fox, City Manager

ATTEST:

Kristina Santana, City Clerk

APPROVED AS TO FORM:

Signed by:

4F9D2446CBF547C... 6/2/2025
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.

Certificate Of Completion

Envelope Id: 5599220E-9504-43DA-A54B-F3C0FF4F56B4

Subject: FY25-26 - Eight Amendment for Services Agreement (EXT Products & City of Diamond Bar)

Source Envelope:

Document Pages: 3

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:

Angie Hernandez

21825 Copley Dr

Diamond Bar, CA 91765-4178

ahernandez@diamondbarca.gov

IP Address: 47.176.65.100

Record Tracking

Status: Original

6/2/2025 10:55:36 AM

Holder: Angie Hernandez

ahernandez@diamondbarca.gov

Location: DocuSign

Signer Events

Jeff "JR" Rovinsky

jr@exteriorproducts.net

President

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 98.152.68.218

Timestamp

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Viewed: 6/2/2025 11:26:02 AM

Signed: 6/2/2025 11:26:09 AM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2025 11:26:02 AM

ID: c1c379d3-a74a-4062-91b4-b0c4df8f9b88

Omar Sandoval

osandoval@woodruff.law

City Attorney

Security Level: Email, Account Authentication
(None)

Signed by:



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Signature Adoption: Uploaded Signature Image

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Viewed: 6/2/2025 11:28:54 AM

Signed: 6/2/2025 11:29:55 AM

Electronic Record and Signature Disclosure:

Accepted: 8/30/2023 9:27:38 AM

ID: fa17dabd-c770-4ac7-ae93-2ad37854a23a

Dan Fox

dfox@diamondbarca.gov

City Manager

City of Diamond Bar

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kristina Santana

KSantana@DiamondBarCA.Gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jason Williams

jwilliams@diamondbarca.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

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6/2/2025 11:06:59 AM

Payment Events	Status	Timestamps
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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at rmclean@diamondbarca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To withdraw your consent with City of Diamond Bar

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to rmclean@diamondbarca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

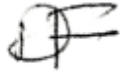
- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Diamond Bar as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Diamond Bar during the course of your relationship with City of Diamond Bar.

Agenda #: 5.23
Meeting Date: June 17, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT WITH ECOFERT, INC. FOR LANDSCAPE FERTILIZER SERVICES.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the First Amendment to the Maintenance Services Agreement with EcoFert, Inc. through June 30, 2026.

FINANCIAL IMPACT:

The annual not-to-exceed amount of the proposed First Amendment to the Original Agreement for Fiscal Year 2025/26 is \$47,199.18, including the vendor's request for a CPI increase of 3.1%. Sufficient funds are included in Fiscal Year 2025/26 Operating Budget to cover the cost of such services.

BACKGROUND/DISCUSSION:

EcoFert, Inc., managed by Public Works Maintenance, has been providing fertilizer injection system services, through their proprietary fertilizer injection equipment, which is installed at Pantera Park and Lorbeer Middle School. The fertilizer injection systems at both locations have been in service for a number of years and have helped to provide consistent, durable turf and vegetation for recreational use, by providing balanced nutrients to the vegetation and promoting strong root systems.

Over the past years, EcoFert's performance has met the City's expectations. This satisfactory performance is evident in the operation of the equipment and the increased durability of the turf at Pantera Park and Lorbeer Middle School. Based upon the past success of this program, it is recommended to continue this service at both Pantera Park and Lorbeer Middle School.

LEGAL REVIEW:

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

PREPARED BY:

Angie Hernandez

Angie Hernandez, Administrative Coordinator

6/17/2025

REVIEWED BY:

Hal Ghafari

Hal Ghafari, Public Works Manager/Asst. City Engineer

6/3/2025

David G. Liu

David G. Liu, Public Works Director/City Engineer

6/5/2025

Jason Jacobsen

Jason Jacobsen, Finance Director

6/9/2025

Attachments:

1. 5.23.a FY25-26 ECOFERT First Amendment to Maintenance Agreement

**FIRST AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT**

This First Amendment to Maintenance Services Agreement ("First Amendment") is made and entered into as of June 17, 2025, by and between the City of Diamond Bar, a municipal corporation ("City"), and EcoFert, 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 July 19, 2022, 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 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 19, 2022 to June 30, 2025. This First Amendment extends the Term up to and including 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-five thousand seven hundred eighty dollars (\$45,780). Section 3 of the Original Agreement is hereby amended to provide for a 3.1% CPI increase of one thousand four hundred nineteen dollars and 18/100 cents (\$1,419.18), so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed forty-seven thousand one hundred ninety-nine dollars and 18/100 cents (\$47,199.18) in fiscal year 2025-2026 without the prior authorization of the City.

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"

EcoFert, Inc.

DocuSigned by:

By: CHARLES BARSAM 6/2/2025
 Printed Name: Charles Barsam
 Title: Chief Executive Officer

DocuSigned by:

By: Louis Franson 6/4/2025
 Printed Name: Louis Franson
 Title: President

"CITY"

CITY OF DIAMOND BAR

By: _____
 Dan Fox, City Manager

ATTEST:

 Kristina Santana, City Clerk

APPROVED AS TO FORM:

Signed by:

Omar Sandoval 6/4/2025

 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.

Certificate Of Completion

Envelope Id: 2D39AE39-DEF3-4AD1-AA6F-78137EB55790

Status: Sent

Subject: FY25-26_ECOFERT_First Amendment to Maintenance Services Agreement

Source Envelope:

Document Pages: 2

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Angie Hernandez

AutoNav: Enabled

21825 Copley Dr

Envelopeld Stamping: Enabled

Diamond Bar, CA 91765-4178

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

ahernandez@diamondbarca.gov

IP Address: 47.176.65.100

Record Tracking

Status: Original

Holder: Angie Hernandez

Location: DocuSign

6/2/2025 11:45:23 AM

ahernandez@diamondbarca.gov

Signer Events

CHARLES BARSAM

chuck@ecofert.net

CEO

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



C33811C74BA6468...

Timestamp

Sent: 6/2/2025 12:02:25 PM

Resent: 6/2/2025 12:04:18 PM

Viewed: 6/2/2025 5:28:23 PM

Signed: 6/2/2025 5:28:34 PM

Signature Adoption: Pre-selected Style

Using IP Address: 67.29.128.194

Electronic Record and Signature Disclosure:

Accepted: 6/2/2025 5:28:23 PM

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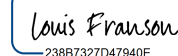
Louis Franson

lou@ecofert.net

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Sent: 6/2/2025 5:28:35 PM

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Viewed: 6/4/2025 5:35:53 PM

Signed: 6/4/2025 5:36:05 PM

Signature Adoption: Pre-selected Style

Using IP Address: 172.58.112.248

Electronic Record and Signature Disclosure:

Accepted: 6/2/2025 8:33:49 PM

ID: 1025e595-7d2f-4d42-b75c-5704470d21c7

Omar Sandoval

osandoval@woodruff.law

City Attorney

Security Level: Email, Account Authentication
(None)

Signed by:



4F8D2446CBF547C...

Sent: 6/4/2025 5:36:06 PM

Viewed: 6/4/2025 6:32:45 PM

Signed: 6/4/2025 6:33:23 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 34.208.136.214

Electronic Record and Signature Disclosure:

Accepted: 8/30/2023 9:27:38 AM

ID: fa17dabd-c770-4ac7-ae93-2ad37854a23a

Dan Fox

dfox@diamondbarca.gov

City Manager

City of Diamond Bar

Security Level: Email, Account Authentication
(None)

Sent: 6/4/2025 6:33:24 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Kristina Santana KSantana@DiamondBarCA.Gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jason Williams jwilliams@diamondbarca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/2/2025 12:02:25 PM
Envelope Updated	Security Checked	6/2/2025 12:04:17 PM
Envelope Updated	Security Checked	6/2/2025 12:04:17 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Diamond Bar (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Diamond Bar:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rmclean@diamondbarca.gov

To advise City of Diamond Bar of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at rmclean@diamondbarca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Diamond Bar

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to rmclean@diamondbarca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Diamond Bar

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to rmclean@diamondbarca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

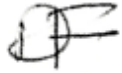
By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Diamond Bar as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Diamond Bar during the course of your relationship with City of Diamond Bar.



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **SECOND AMENDMENT TO STREET SWEEPING SERVICES
AGREEMENT WITH VALLEY VISTA SERVICES, INC.**
STRATEGIC
GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Second Amendment to the Maintenance Services Agreement with Valley Vista Services, Inc. through June 30, 2027.

FINANCIAL IMPACT:

The not-to-exceed amount of the Amendment to the Original Agreement for Fiscal Year 2025/26 and Fiscal Year 2026/27 is \$208,567.28 per year. Sufficient funds are included in the Fiscal Year 2025/26 Operating Budget to cover the cost of such services. Adequate funding will be requested under the Fiscal Year 2026/27 Operating Budget.

BACKGROUND/DISCUSSION:

The City of Diamond Bar's contract with its current street sweeping services provider, Valley Vista Services, Inc., will expire on June 30, 2025. Valley Vista Services, Inc. proposes a two-year amendment for FYs 2025/26 and 2026/27 with an annual street sweeping cost of \$208,567.28 that includes this year's allowable 3.1% CPI (Consumer Price Index). Compensation for FY 2026/27 will be the same as FY 2025/26 with no increase for the second year of the amendment.

Regular sweeping is required under the City's National Pollutant Discharge Elimination System Permit, issued by the State Water Resources Board. Approximately 6,750 curb miles are swept annually, and street sweeping prevents the buildup of trash, debris, and sediment from entering the City's storm drain system.

LEGAL REVIEW:

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

PREPARED BY:

Angie Hernandez

Angie Hernandez, Administrative Coordinator

6/17/2025

REVIEWED BY:

Hal Ghafari

Hal Ghafari, Public Works Manager/Asst. City Engineer

6/3/2025

David G. Liu

David G. Liu, Public Works Director/City Engineer

6/5/2025

Jason Jacobsen

Jason Jacobsen, Finance Director

6/9/2025

Attachments:

1. 5.24.a Second Amendment to Maintenance Services Agreement -Valley Vista Services, Inc.

**SECOND AMENDMENT
TO
MAINTENANCE SERVICES AGREEMENT**

This Second Amendment to Maintenance Services Agreement ("Second Amendment") is made and entered into as of June 17, 2025, by and between the City of Diamond Bar, a municipal corporation ("City"), and Valley Vista Services, Inc., a California 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 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, 2020 to June 30, 2025. This Second Amendment extends the Term up to and including June 30, 2027.

3. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of two hundred and two thousand two hundred ninety-six dollars and 10/100 cents (\$202,296.10) annually. Section 3 of the Original Agreement is hereby amended to provide for a 3.1% CPI increase of six thousand two hundred seventy-one dollars and 18/100 cents (\$6,271.18), as amended by this Second Amendment the total compensation shall not exceed two hundred eight thousand five hundred sixty-seven dollars and 28/100 cents (\$208,567.28) per fiscal year 25/26 and fiscal year 26/27 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 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 Second above written.

“CONTRACTOR”

Valley Vista Services, Inc.

By: _____
 Printed Name: David Perez
 Title: President

By: _____
 Printed Name: Christopher Perez
 Title: Chief Financial Officer (CFO)

“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.