City of
Diamond Bar

City Council Agenda

Tuesday, May 6, 2025

Study Session 4:30 PM

Regular Meeting 6:30 PM

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

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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

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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.

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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.

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CITY OF DIAMOND BAR

CITY COUNCIL AGENDA

May 06, 2025

STUDY SESSION	4:30 p.m.
	CC-08
	Draft FY 2025/25 Capital Improvement Program Budget.
	Public Comments
CALL TO ORDER:	6:30 p.m.
PLEDGE OF ALLEGIANCE:	Mayor
INVOCATION:	Laura Huerta, Landmark 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:

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

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

4. SCHEDULE OF FUTURE EVENTS:

4.1 Traffic and Transportation Commission Meeting – May 8, 2025, 6:30 p.m., online teleconference and City Hall Windmill Room, 21810 Copley Dr.

4.2 Planning Commission Meeting – May 13, 2025, 6:30 p.m., online teleconference and City Hall Windmill Room, 21810 Copley Dr.

4.3 Coffee with a Cop – May 14, 2025, 6:00 - 8:00 p.m., Starbucks (Target Shopping Center) 22438 Golden Springs Dr.

4.4 City Council Meeting – May 20, 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 APRIL 15, 2025 REGULAR MEETING.

5.1.a April 15, 2025 City Council Regular Meeting Minutes

Recommended Action:

Approve the April 15, 2025 Regular City Council meeting minutes.

Requested by: City Clerk

5.2 RATIFICATION OF CHECK REGISTER DATED APRIL 2, 2025 THROUGH APRIL 29, 2025 TOTALING $3,479,378.32.

Recommended Action:

Ratify the Check Register.

Requested by: Finance Department

5.3 TREASURER'S STATEMENT

Recommended Action:

Approve the March 2025 Treasurer's Statement.

Requested by: Finance Department

5.4 ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH PROCLAMATION.

Recommended Action:

Adopt the Proclamation declaring May as Asian American and Pacific Islander Heritage Month.

Requested by: City Manager

5.5 PUBLIC SERVICE RECOGNITION WEEK PROCLAMATION.

Recommended Action:

Adopt the Proclamation declaring Public Service Recognition Week.

Requested by: City Manager

5.6 APPROPRIATION FOR SPECIAL LEGAL COUNSEL SERVICES.

Recommended Action:

Appropriate $100,000 from the General Fund Unassigned fund balance for Special Legal Services.

Requested by: City Manager

5.7 EQUIPMENT RENTAL SERVICES AGREEMENT WITH DOLPHIN RENTS, INC. FOR PARKS & RECREATION RENTAL EQUIPMENT THROUGH JUNE 30, 2028.

Recommended Action:

Approve and authorize the City Manager to sign the Equipment Rental Services Agreement with Dolphin Rents, Inc.

Requested by: Parks & Recreation Department

5.8 MOVIE EQUIPMENT RENTAL AGREEMENT WITH STONE THROW, DBA PACIFIC PRODUCTIONS FOR PARKS AND RECREATION EQUIPMENT THROUGH JUNE 30, 2030.

Recommended Action:

Approve and authorize the City Manager to sign the Movie Equipment Rental Agreement with Stone Throw, dba Pacific Productions.

Requested by: Parks & Recreation Department

5.9 NOTICE OF COMPLETION FOR THE DIAMOND BAR CENTER AC REPLACEMENT & AIR QUALITY UPGRADES (FP22501).

Recommended Action:

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

Requested by: Public Works Department

5.10 PUBLIC WORKS AGREEMENT WITH SITEREP CONSTRUCTION SERVICES, INC. FOR PANTERA PARK HARDCOURT REHABILITATION & PARKING LOT LED LIGHT RETROFIT PROJECT (FP23503).

Recommended Action:

A. Determine that approving the Construction Agreement for the Project is exempt from the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines;

B. Appropriate an additional $90,429 from Park Development Fund (Fund 262), for a total construction budget of $338,384; and

C. Approve, and authorize the City Manager to sign, the Public Works Agreement with Siterep Construction Services, Inc. for the Pantera Park Hardcourt Rehabilitation & LED Light Retrofit Project (FP23503), in a not-to-exceed contract amount of $307,684, plus a contingency amount of $30,700 (10%) to be approved by the City Manager.

Requested by: Public Works Department

5.11 AMENDMENT NO. 2 TO TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH YUNEX TRAFFIC, LLC.

Recommended Action:

Approve and authorize the Mayor to execute Amendment No. 2 to the Traffic Signal Maintenance Services Agreement with Yunex Traffic, LLC, increasing the not-to-exceed annual contract amount from $270,000 to $320,000.

Requested by: Public Works Department

5.12 APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONSTRUCTION AGREEMENT TO GENTRY BROTHERS, INC. FOR THE AREA 4 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREETS REHABILITATION (BREA CANYON CUT-OFF ROAD FROM SR-57 FREEWAY OFF RAMP TO WESTERLY CITY LIMITS; LEMON AVENUE FROM GOLDEN SPRINGS DRIVE TO NORTHERLY CITY LIMITS) PROJECT NO. SI251 & SI255.

Recommended Action:

A. Determine that approving the design and plans for the proposed Project, and its construction, is exempt from the California Environmental Quality Act (CEQA) under Section 15301(c) of the CEQA Guidelines;

B. Adopt Resolution No. 2025-13 approving the design and plans for the Area 4 Residential & Collector Streets Rehabilitation and Arterial Streets Rehabilitation Project (Brea Canyon Cut-Off Road from SR-57 Freeway to Westerly City Limits; Lemon Avenue from Golden Springs Drive to Northerly City Limits);

C. Approve an adjustment of existing FY 2024/25 appropriations in the amount of $241,261 of Measure M Funds from Project SI251 to Project SI255;

D. Approve the adjustments to the Capital Improvement Program budget and establish a Project Payment Account containing sufficient funds from the current fiscal year budget; and

E. Approve, and authorize the City Manager to sign, a Construction Agreement with Gentry Brothers, Inc., in the amount of $2,575,366.95, plus a contingency amount of $515,073.39 for Contract Change Orders to be approved by the City Manager, for a total authorization amount of $3,090,440.34.

Requested by: Public Works Department

5.13 ACCEPTANCE OF A SIDEWALK EASEMENT ON THE EVANGELICAL FREE CHURCH OF DIAMOND BAR PROPERTY LOCATED AT 3325 S DIAMOND BAR BLVD.

Recommended Action:

Accept and authorize the City Manager to sign the attached Sidewalk Easement Agreement on behalf of the City.

Requested by: Public Works Department

6. PUBLIC HEARINGS: NONE.

7. COUNCIL CONSIDERATION:

7.1 SERVICES AGREEMENT WITH GOGO TECHNOLOGIES, INC. FOR DIAL-A-RIDE TRANSPORTATION SERVICES.

Recommended Action:

A. Approve and authorize the City Manager to sign a Services Agreement with GoGo Technologies, Inc. for Dial-A-Ride transportation services through June 30, 2028; and

B. Approve updates to the Diamond Ride Program Rules and authorize the City Manager to make future modifications as necessary to address operational and programmatic needs.

Requested by: City Manager

8. COUNCIL SUB-COMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:

9. ADJOURNMENT:

Agenda #: 1
Meeting Date: May 6, 2025

CITY COUNCIL STUDY SESSION REPORT

TO: Honorable Mayor and Members of the City Council

VIA: Daniel Fox, City Manager

FROM: Jason Jacobsen, Finance Director

TITLE: **DRAFT FY 2025/26 CAPITAL IMPROVEMENT PROGRAM BUDGET**

Each year, the City prepares an annual Operating Budget and Capital Improvement Program (CIP) for City Council consideration that implements the Council's priorities and Strategic Plan Goals, and provides the financial resources to deliver services to the community. The preparation of the annual budget is a significant and important undertaking that takes place over the course of more than five months.

Below is the schedule for the preparation of the FY 2025/26 City Budget:

- Council Study Session on Draft FY 2025/26 CIP and Draft Five-Year CIP Review – Scheduled for 05/06/2025

- Council Study Session on Draft FY 2025/26 Operating Budget – Scheduled for 05/20/2025

- Adoption of the Proposed FY 2025/26 City Budget & CIP – Scheduled for 06/03/2025

The purpose of this budget study session is to provide the opportunity for the City Council to review the proposed projects in the Draft FY 2025/26 CIP budget. Additionally, staff is presenting the City Council with the Draft FY 2025/30 Five-Year CIP for review. Based on the direction provided by the Council, staff will incorporate the FY 2025/26 CIP budget and the Five-Year CIP list into the City's official budget document for consideration and adoption at the June 3, 2025, Council Meeting. As the City adopts budgets on an annual basis, only the FY 2025/26 CIP will be funded. The approved Five-Year CIP will be looked to for guidance as staff prepares future budget requests, and will provide the basis for further discussions on long-term funding priorities and needs to advance these and other unfunded projects. The Draft FY 2025/26 CIP and

Draft FYs 2025/26-29/30 Five-Year CIP are presented in detail in Attachments 1 and 3, respectively. In addition, Attachment 2 contains a status update for projects funded in the current fiscal year.

DISCUSSION:

The Draft FY 2025/26 CIP budget includes seven (7) new projects totaling $5.8 million, encompasses four project categories and represents an expenditure decrease of 58.3% when compared to the Adopted CIP for FY 2024/25. The full itemized project list, with funding sources, is included in Attachment 1.

CIP Program Year-Over-Year	Adopted FY 2024/25	Draft FY 2025/26	% Change
Street Improvements	$ 13,356,189	$ 4,499,000	-66%
Traffic Mgmnt./Safety Improvments	64,000	414,000	547%
Transportation Infrastructure Improvments	-	300,000	N/A
Misc. Public Works Improvements	380,000	-	-100%
Facilites, Parks and Rec. Improvments	150,000	600,000	300%
Total	**$ 13,950,189**	**$ 5,813,000**	**-58.3%**

The City's Pavement Rehabilitation program is experiencing ongoing funding shortfalls, which are impacting the ability for the City to maintain and rehabilitate streets at the desired level of residents and businesses. Revenues dedicated to this program have not kept pace with the rising costs of materials, labor, and construction, resulting in deferred maintenance and improvements across both residential areas and major arterial routes. Additionally, county and state funding sources that typically support this program are projected to be down by $300,000 for the upcoming fiscal year. As a result, residents may notice that not all streets will be resurfaced with traditional black asphalt treatments. Instead, some streets may receive alternative surface treatments or experience delays in rehabilitation as the City works to prioritize limited funds and preserve pavement conditions as effectively as possible.

As the Council will recall, the CIP for FY 2024/25 represented an increase of 16.0% year-over-year, with new projects proposed for streets, parks, facilities, transportation, and traffic improvements, some of which are still on-going (see Attachment 2). In comparison, the Draft FY 2025/26 CIP represents a year-over-year decrease in Capital Improvement expenditures in the amount of $8.1 million primarily due to the Diamond Bar Blvd. Complete Streets project which was funded in FY 2024/25. This project is currently in the funding stage, with staff working diligently to meet Federal and State funding requirements needed to fully fund the project. Bids are expected to be solicited in early FY 2025/26. As such, funding for this project will be carried over into FY 2025/26.

Pavement Rehabilitation Program Service Level Reduction

The FY 2025/26 Pavement Rehabilitation program has a requested construction budget of $3.8 million for Arterial Street Rehabilitation with nothing proposed for the Residential Pavement Rehabilitation. Traditionally, the City slurry sealed all streets in residential areas as part of a seven-year pavement rehabilitation cycle. However, due to rising costs and in line with industry standards, the City Council approved a change in the

FY 2024/25 CIP. The new approach focuses on slurry sealing only those street segments being treated. Consequently, as mentioned last year, not all streets in the current FY 2024/25 Residential Pavement Rehabilitation project (Area 4) will receive slurry seal, which is in line with the City's new practice.

Under the previous seven-year cycle, Residential Area 5 was slated for a pavement rehabilitation project in FY 2025/26. However, initial cost estimates from the City's pavement program consultant indicate expenses exceeding the normal special revenue fund budget of approximately $3.6 million for this residential project alone. Hence, if an Area 5 Residential Rehabilitation project is pursued for FY 2025/26, there would be inadequate funds for arterial streets. Given that many arterials citywide require essential rehabilitation and have a significant impact on traffic safety and the City's economy, it is recommended that the entire available construction budget be allocated to arterial projects in FY 2025/26, resuming the residential pavement program in subsequent fiscal years. This would result in a reduction in service levels in the City's Pavement Rehabilitation program for Residential Area 5. Deferring these improvements by one year, without the addition of new funding sources, is expected to create a cascading effect in which all other residential areas scheduled for rehabilitation will also be delayed by one year on an ongoing basis. See Attachment 4 for Residential Area boundaries.

Proposed New CIPs for FY 2025/26 - Total Budget Request: $5,813,000

The Draft FY 2025/26 CIP presented to the City Council for discussion this evening proposes to utilize one-time General Fund reserves in the amount of $300,000 for the design and preparation of construction plans and specifications for multiple electric vehicle charging stations for the City's fleet located at the Civic Center. This project could include an upgrade to the City Hall electrical panel. Other non-General Fund funding sources proposed for the remainder of the requested projects amount to $5.5 million (see Attachment 1).

Project No.	**Street Improvements: $4,499,000**
SI261	Pavement Rehabilitation Design Project FYs 2026-28 (Arterials, Residential, Collector Street Rehab, and CDBG Curb Ramps).
SI262	Arterial Street Rehab (Construction) - Brea Canyon Rd from DBB to Pathfinder - Brea Canyon Rd from Pathfinder to Golden Springs Dr - Diamond Bar Blvd from Westbound SR 60 off-ramp to City Limits
SI264	CDBG Area 6 ADA Curb Ramp Project (Construction)
Project No.	**Traffic Management/Safety Projects: $414,000**
TM261	Battery Back-Up and CCTV Replacement Program FY 25/26 (Construction)
TM262	Citywide Traffic Mitigation Fund Planning
Project No.	**Transportation Infrastructure Improvements: $300,000**

TI261	Fleet Electric Vehicle Charging Stations (Design)

Project No.	**Miscellaneous Public Works Improvements: $0**
N/A	N/A

Project No.	**Facilities, Parks and Rec Improvements: $600,000**
FP261	LLADs Irrigation, Landscape, and Miniparks Improvements

Completed CIPs in FY 2024/25

Of the twenty-three (23) capital improvement projects underway at the start of FY 2024/25 – sixteen (16) of which carried over from the prior FY 2023/24 – fifteen (15) are anticipated to be completed by the end of FY 2024/25. The remaining eight (8) projects will be carried over to FY 2025/26. See Attachment 2 for details.

	Est. Status on June 30, 2025
Street Improvement Projects	
1) Residential and Collector Street Rehab - Area 4 (Const.)	*Carry Forward*
2) Arterials Street Pavement Rehabilitation -Lemon Ave (SR60 to City Limit); Brea Cyn Cutoff (SR57 to City Limit)	*Carry Forward*
3) Diamond Bar Blvd Complete Street Project Construction	*Carry Forward*
4) Residential and Collector Street Rehab. (Design)	Completed
• Arterial Street Rehab (Design)	
• CDBG Curb Ramp (Design)	
5) Residential and Collector Street Rehab - Area 3 (Const.)	Completed
6) Arterial Street Rehab (Const.)	Completed
• Golden Springs Dr from Grand Ave to Temple Ave	
• Grand Ave from Diamond Bar Blvd to East City Limits	
• Gateway Center, Copley Dr, Bridgegate Dr	
7) CDBG Area 5 ADA Curb Ramp Project (Const.)	Completed
8) CDBG Area 4 ADA Curb Ramp Project (Const.)	Completed
Traffic Management / Safety Improvements	
9) Battery Back-Up and CCTV Replacement Program FY24/25	Completed
Transportation Infrastructure Improvements	
10) Intersection Safety Improvements (Constr.)	Completed
Miscellaneous Public Works Improvements	
11) Brea Canyon Storm Drain Lining Project (800 ft between DB Church and GSD)	*Carry Forward*
12) Full Capture Devices on Stormwater Catch-basin for Trash Amendment Compliance - Phase 1	*Carry Forward*
13) Grand Avenue Median Drainage Improvement Project (Design	Completed

	and Const.)	
14)	Steep Canyon Erosion Control and Sedimentation Prevention (Design & Const.)	Completed
Facilities, Parks and Recreation Improvements		
15)	Sycamore Canyon Park Lower Bridge Replacement Options (Design)	*Carry Forward*
16)	DBC GVBR Lighting & Controls Upgrade (Const.)	*Carry Forward*
17)	DBC Main Entry/Doors & ADA Improvements (Const.)	*Carry Forward*
18)	City Hall Cable Channel Broadcast and A/V Equipment Upgrade (Const.)	Completed
19)	Pantera Park Hard Court Rehab and LED Retrofit Project (Design & Const.)	Completed
20)	Maple Hill Park Playground/Restroom Replacement and ADA Upgrades	Completed
21)	DBC AC Replacement & Air Quality Upgrades (Const.)	Completed
22)	Heritage Park Renovation Phases 1 and 2 (Design)	Completed
23)	City Hall Roof Rehabilitation/Solar System Removal and Reinstallation	Completed

Heritage Park and Community Center Improvements

In FY 2023/24 CIP, the City Council approved a design project for the complete renovation of Heritage Park and Community Center, excluding the ball field. That design work has been completed, and shovel-ready plans are available for construction. The City's effort on grant funding so far has brought in about $250 thousand for design work (already used for that effort) and a $500 thousand grant for construction. A $1.5 million dollar grant previously awarded was recently cancelled by the federal administration. Considering the cost of construction of the project, three Alternatives have been developed for the City Council's consideration and direction:

- Alternative 1 - Full Improvement ($24 million): Expanded Building, Entrance Structures, Full site improvement. This option is not financially feasible given the City's current fund balances.
- Alternative 2 - Site-Only Improvement ($6.65 million): Rebuild parking lot, park, playground, walking trails, park restrooms (minimal building improvement).
- Alternative 3 - Building Interior ($1.27 million): interior doors and full flooring replacement, paint interior and exterior, interior lighting conversion to LED.

As the $500 thousand grant funding must be allocated by mid-2026, it is requested that the City Council provide direction whether or not to pursue one of the alternatives, or place the project on hold until additional funding can be secured. Alternatives 2 and 3 would require staff to renegotiate the grant scope of work with Congresswoman Sanchez's office. There is no guarantee at this time that a revised scope of work would be approved.

The Draft FY 2025/26 CIP budget is scheduled to be reviewed for consistency with the City's General Plan at the May 13, 2025, Planning Commission meeting.

Attachments:

1. 1.a Attachment 1 - Draft FY25-26 CIP_04302025
2. 1.b Attachment 2 - FY24-25 CIP Status_04292025
3. 1.c Attachment 3 - Draft 5-Year CIP FY26-30_04292025
4. 1.d Attachment 4 - City Pavement Areas

DRAFT FY 2025/26 CAPITAL IMPROVEMENT PROGRAM BUDGET

Street Improvement Projects

Project #	Phase	Project Description	Status	FY 25/26 Budget Request	Funding Sources: (202) RMRA	(203) Measure M	(204) Measure R Local Return	(206) Prop A	(207) Prop C	(252) Hauler Fees	(225) CDBG
SI261	DESIGN	Pavement Rehabilitation Design Project FYs 2026-28 (Arterials, Residential, Collector Street Rehab, and CDBG Curb Ramps).	NEW	$ 600,000		$ 600,000					
SI262	CONSTRUCT	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	NEW	$ 3,754,000	$ 1,500,000	$ 743,000	$ 1,000,000		$ 316,000	$ 195,000	
SI264	CONSTRUCT	CDBG Area 6 ADA Curb Ramp Project	NEW	$ 145,000							$ 145,000
SI255	CONSTRUCT	Arterial Street Pavement Rehabilitation -Lemon Ave (SR60 to City Limit); Brea Cyn Cutoff (SR57 to City Limit)	Ongoing- No New Request	$ -							
SI251	CONSTRUCT	Residential and Collector Street Rehab - Area 4	Ongoing- No New Request	$ -							
SI256	CONSTRUCT	Diamond Bar Blvd Complete Street Project	Ongoing- No New Request	$ -							
		Total - Street Improvement Projects		**$ 4,499,000**	**$ 1,500,000**	**$ 1,343,000**	**$ 1,000,000**	**$ -**	**$ 316,000**	**$ 195,000**	**$ 145,000**

Traffic Management/Safety Projects

Project #	Phase	Project Description	Status	FY 25/26 Budget Request	Funding Sources: (207) Prop C	(203) Measure M	(205) Gas Tax	(246) Traffic Mitigation			
TM261	ALL	Battery Back-Up and CCTV Replacement Program FY25/26	NEW	$ 64,000	$ 64,000						
TM262	DESIGN	Citywide Traffic Mitigation Fund Planning	NEW	$ 350,000				$ 350,000			
		Total - Traffic Management/Safety Projects		**$ 414,000**	**$ 64,000**	**$ -**	**$ -**	**$ 350,000**	**$ -**	**$ -**	**$ -**

Transportation Infrastructure Improvements

Project #	Phase	Project Description	Status	FY 25/26 Budget Request	Funding Sources: (207) Prop C	Foothill Transit Grant (45030)	(206) Prop A	HSIP Grant (CalTrans)	(209) TDA	(100) General Fund	
TI261	DESIGN	Fleet EV Charging Station		$ 300,000						$ 300,000	
		Total-Transportation Infrastructure Improvements		**$ 300,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 300,000**	**$ -**

Miscellaneous Public Works Improvements

Project #	Phase	Project Description	Status	FY 25/26 Budget Request	Funding Sources: (201) Measure W	MSP Grant	(203) Measure M	(207) Prop C	(206) Prop A	(209) TDA	(100) GF
PW25403	ALL	Full Capture Devices on Stormwater Catchbasin for Trash Amendment Compliance - Phase 1	Ongoing - No New Request	$ -							
PW23403	CONSTRUCT	Brea Canyon Storm Drain Lining	Ongoing - No New Request	$ -							
		Total - Miscellaneous PW Improvements		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Facilities, Parks and Rec Improvements

Project #	Phase	Project Description	Status	FY 25/26 Budget Request	Funding Sources: (100) General Fund	Habitat Conserv Grant (43110)	(262) Park Development	(504) Building & Facilities Fund	(201) Measure W	(241) LLAD 41-2021	(239) LLAD 39-2022
FP261	DESIGN	LLADs Irrigation, Landscape, and Minparks Improvements	NEW	$ 600,000						$ 200,000	$ 400,000
FP25508	DESIGN	Sycamore Canyon Park Lower Bridge Replacement Options	Ongoing - No New Request	$ -							
FP24500	CONSTRUCT	DBC GVBR Lighting & Controls Upgrade	Ongoing - No New Request	$ -							
FP24501	CONSTRUCT	DBC Main Entry/Doors & ADA Improvements	Ongoing - No New Request	$ -							
		Total - Facilities, Parks and Rec Improvements		**$ 600,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 200,000**	**$ 400,000**

Total FY 2025/26 Capital Improvement Program (NEW REQUEST)	**$ 5,813,000**
Total FY 2024/25 Carryover Projects (i.e. ongoing projects)	**$ 14,512,000**
Grand Total	**$ 20,325,000**

*see below and Draft Five-Year CIP Program for further information

FY 2024/25 CAPITAL IMPROVEMENT PROGRAM STATUS

Street Improvement Projects

Project #	Phase	Project Description	Budget	Est. Status @ 6/30/2025	Notes
SI251	CONSTRUCT	Residential and Collector Street Rehab - Area 4 (Const.)	$ 2,450,000	Carry Forward	Construction contract being awarded.
SI255	CONSTRUCT	Arterials Street Pavement Rehabilitation -Lemon Ave (SR60 to City Limit); Brea Cyn Cutoff (SR57 to City Limit)	$ 1,500,000	Carry Forward	Construction contract being awarded.
SI256	CONSTRUCT	Diamond Bar Blvd Complete Street Project Construction	$ 9,242,000	Carry Forward	Finalizing Federal and State Funding Requirements. Preparing for bidding early in FY26.
SI23101	DESIGN	Residential and Collector Street Rehab. (Design) Arterial Street Rehab (Design) CDBG Curb Ramp (Design)	$ 380,000	Completed	Project closed.
SI24101	CONSTRUCT	Residential and Collector Street Rehab - Area 3 (Const.)	$ 3,678,688	Completed	Project closed.
SI24103	CONSTRUCT	Arterial Street Rehab (Const.) -Golden Springs Dr from Grand Ave to Temple Ave -Grand Ave from Diamond Bar Blvd to East City Limits -Gateway Center, Copey Dr, Bridgegate Dr	$ 5,892,409	Completed	Project closed.
SI254	CONSTRUCT	CDBG Area 5 ADA Curb Ramp Project (Const.)	$ 108,910	Completed	Construction ongoing. To be completd by June 30, 2025
SI24104	CONSTRUCT	CDBG Area 4 ADA Curb Ramp Project (Const.)	$ 104,704	Completed	Project closed.
		Total - Street Improvement Projects	**$ 23,356,711**		

Traffic Management/Safety Projects

Project #	Phase	Project Description	Budget	Est. Status @ 6/30/2025	Notes
TM251	ALL	Battery Back-Up and CCTV Replacement Program FY24/25	$ 62,025	Completed	Project closed.
		Total - Traffic Management/Safety Projects	**$ 62,025**		

Transportation Infrastructure Improvements

Project #	Phase	Project Description	Budget	Est. Status @ 6/30/2025	Notes
TI24301	CONSTUCT	Intersection Safety Improvements (Constr.)	$ 270,982	Completed	Work Completed.
		Total-Transportation Infrastructure Improvements	**$ 270,982**		

Miscellaneous Public Works Improvements

Project #	Phase	Project Description	Budget	Est. Status @ 6/30/2025	Notes
PW23403	CONSTRUCT	Brea Canyon Storm Drain Lining Project (800 ft between DB Church and GSD)	$ 150,000	Carry Forward	The contract is being awarded. Short-term project.
PW25403	ALL	Full Capture Devices on Stormwater Catchbasin for Trash Amendment Compliance - Phase 1	$ 380,000	Carry Forward	Design and pre-con work are being completed in-house.
PW23402	ALL	Grand Avenue Median Drainage Improvement Project (Design and Const.)	$ 73,472	Completed	Project closed.
PW24401	ALL	Steep Canyon Erosion Control and Sedimentation Prevention (Design & Const.)	$ 132,436	Completed	Project closed.
		Total - Miscellaneous PW Improvements	**$ 735,908**		

FY 2024/25 CAPITAL IMPROVEMENT PROGRAM STATUS

Facilities, Parks and Rec Improvements

Project #	Phase	Project Description		Budget	Est. Status @ 6/30/2025	Notes
FP258	DESIGN	Sycamore Canyon Park Lower Bridge Replacement Options (Design)	$	150,000	Carry Forward	In RFP.
FP24500	CONSTRUCT	DBC GVBR Lighting & Controls Upgrade (Const.)	$	330,000	Carry Forward	Waiting for the availability of DBC for closure during construction. September 2025 reserved.
FP24501	CONSTRUCT	DBC Main Entry/Doors & ADA Improvements (Const.)	$	310,000	Carry Forward	Waiting for the availability of DBC for closure during construction. September 2025 reserved.
FP23504	CONSTRUCT	City Hall Cable Channel Broadcast and A/V Equipment Upgrade (Const.)	$	408,326	Completed	Project completed.
FP23503	CONSTRUCT	Pantera Park Hard Court Rehab and LED Retrofit Project (Design & Const.)	$	270,000	Completed	Construction ongoing. To be completd by June 30, 2025
FP23506	ALL	Maple Hill Park Playground/Restroom Replacement and ADA Upgrades	$	1,989,766	Completed	Construction ongoing. To be completd by June 30, 2025
FP22501	CONSTRUCT	DBC AC Replacement & Air Quality Upgrades (Const.)	$	1,345,197	Completed	Project closed.
FP24502	DESIGN	Heritage Park Renovation Phases 1 and 2 (Design)	$	500,000	Completed	Work completed.
FP24505	CONSTRUCT	City Hall Roof Rehabilitation/Solar System Removal and Reinstallation	$	671,600	Completed	Project closed.
		Total - Facilities, Parks and Rec Improvements	**$**	**5,974,889**		
		Total FY 2024/25 Capital Improvement Program	**$**	**30,400,515**		

5-YEAR CIP PROGRAM FY 25-26 TO FY 29-30

Project #	Project Description	* Priority	** Potential Funding Sources	Total Project Budget Request	Potential Funding Gap	FY 24-25 Cont'd to FY 25-26	NEW Proposed FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	Unscheduled Projects Pending Funding
Street Improvement Projects												
SI23101	Residential and Collector Street Rehab.- (Design) Arterial Street Rehab - 3 Locations (Design) [Locations Pending PMS Update] CDBG Curb Ramp - Area 3, 4, 5 (Design)	1	SB1, MM, MR, GT, HF, PA, PC	$ -	None	COMPLETED						
SI24101	Residential and Collector Street Rehab.- Area 3 (Const.)	2	SB1, MM, MR, GT, HF	$ -	None	COMPLETED						
SI24103	Arterial Street Rehab (-Golden Springs Dr from Grand Ave to Temple Ave -Grand Ave from Diamond Bar Blvd to East City Limits -Gateway Center, Copey Dr, Bridgegate Dr) (Const.)	1	SB1, MM, MR, GT, HF, PA, PC	$ -	None	COMPLETED						
SI24104	CDBG Area 4 ADA Curb Ramp Project (Conr.)	2	CDBG	$ -	None	COMPLETED						
SI251	Residential and Collector Street Rehab.- Area 4 (Const.)	2	SB1, MM, MR, GT, HF	$ 2,450,000	None	$ 2,450,000						
SI254	CDBG Area 5 ADA Curb Ramp Project	2	CDBG	$ -	None	COMPLETED						
SI255	Arterial Street Rehab (Const.) -Lemon Ave (SR60 to City Limit); Brea Cyn Cutoff (SR57 to City Limit)	1	SB1, MM, MR, GT, HF, PA, PC	$ 1,500,000	None	$ 1,500,000						
SI256	Diamond Bar Blvd. Complete Streets (GSD - 60FWY)-Construction	1	GRANT, MM, MR, MW, PA, SPA, PC, WH, GT, TM, SB1, STP-L	$ 9,242,000	$ 2,500,000	$ 9,242,000						
SI261	Pavement Rehabilitation Design FY26-28 (Arterials, Residential, Collector Street Rehab, and CDBG Curb Ramps).	1	SB1, MM, MR, GT, HF, PA, PC	$ 600,000	$ 100,000		$ 600,000					
SI262	Arterial Street Rehab (Location pending) (Const.)	1	SB1, MM, MR, GT, HF, PA, PC	$ 3,754,000	None		$ 3,754,000					
SI264	CDBG Area 6 ADA Curb Ramp Project	2	CDBG	$ 145,000	None		$ 145,000					
NEW	Residential and Collector Street Rehab.- Area 5 (Const.)	2	SB1, MM, MR, GT, HF	$ 4,120,000	$ 120,000			$ 4,120,000				
NEW	Arterial Street Rehab (Location pending) (Const.)	1	SB1, MM, MR, GT, HF, PA, PC	$ 13,000,000	$ 12,500,000			$ 13,000,000				
NEW	Residential and Collector Street Rehab.- Area 6 (Const.)	2	SB1, MM, MR, GT, HF	$ 4,120,000	$ 620,000			$ 4,120,000				
NEW	CDBG Area 7 ADA Curb Ramp Project	2	CDBG	$ 145,000	None			$ 145,000				
NEW	Arterial Street Rehab (Location pending) (Const.)	1	SB1, MM, MR, GT, HF, PA, PC	$ 13,390,000	$ 4,500,000				$ 13,390,000			
NEW	Residential and Collector Street Rehab.- Area 7 (Const.)	2	SB1, MM, MR, GT, HF	$ 4,243,600	$ 500,000				$ 4,243,600			
NEW	CDBG Area 1 ADA Curb Ramp Project	2	CDBG	$ 145,000	None				$ 145,000			
NEW	Arterial Street Rehab (Location pending) (Const.)	1	SB1, MM, MR, GT, HF, PA, PC	$ 13,791,700	$ 13,291,700					$ 13,791,700		
NEW	Residential and Collector Street Rehab.- Area 1 (Const.)	2	SB1, MM, MR, GT, HF	$ 4,370,908	$ 870,908					$ 4,370,908		
NEW	Residential and Collector Street Rehab Design FY 29-31	1	SB1, MM, MR, GT, HF	$ 650,000	$ 300,000					$ 650,000		
NEW	CDBG Area 2 ADA Curb Ramp Project	2	CDBG	$ 145,000	None					$ 145,000		
NEW	Arterial Street Rehab (Location pending) (Const.)	1	SB1, MM, MR, GT, HF, PA, PC	$ 14,205,451	$ 13,705,451						$ 14,205,451	
NEW	Residential and Collector Street Rehab.- Area 2 (Const.)	2	SB1, MM, MR, GT, HF	$ 4,502,035	$ 1,002,035						$ 4,502,035	
NEW	CDBG Area 7 ADA Curb Ramp Project	2	CDBG	$ 145,000	None						$ 145,000	
	SubTotal - Street Improvement Projects			**$ 94,664,694**	**$ 50,010,094**	**$ 13,192,000**	**$ 4,499,000**	**$ 21,385,000**	**$ 17,778,600**	**$ 18,957,608**	**$ 18,852,486**	**$ -**
Traffic Management/Safety Projects												
TM261	Battery Back-Up and CCTV Replacement Program	1	PC	$ 130,000	None	COMPLETED	$ 64,000	$ 66,000				
TM262	Citywide Traffic Mitigation Fund Planning	1	TM	$ 350,000	None		$ 350,000					
	SubTotal - Traffic Management/Safety Projects			**$ 480,000**	**$ -**	**$ -**	**$ 414,000**	**$ 66,000**	**$ -**	**$ -**	**$ -**	**$ -**
Transportation Infrastructure Improvements												
TI24301	Intersection Safety Improvement (Construction)	3	HSIP, TDA	$ -	None	COMPLETED						
TI261	Fleet EV Charging Station (Design)	2	GF	$ 300,000	None		$ 300,000					
	SubTotal - Transportation Infrastructure Improvements			**$ 300,000**	**$ -**	**$ -**	**$ 300,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

5-YEAR CIP PROGRAM FY 25-26 TO FY 29-30

Project #	Project Description	* Priority	** Potential Funding Sources	Total Project Budget Request	Potential Funding Gap	FY 24-25 Cont'd to FY 25-26	NEW Proposed FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	Unscheduled Projects Pending Funding
Miscellaneous PW Improvements												
PW23402	Grand Avenue Median Drainage Improvement Project (Design and Construction)	1	MW	$ -	None	COMPLETED						
PW23401	Groundwater Drainage Improvements-Phase 4 & 5 (Copley & Moonlake) (Const.)	2	MW	$ -	None	COMPLETED						
PW24401	Steep Canyon Erosion Control and Sedimentation Prevention (Design & Const.)	2	MW	$ -	None	COMPLETED						
Under SI24101	Groundwater Drainage Improvements-Phase 6 (Cold Springs Lane @ South of Diamond Ridge)	2	MW	$ -	None	COMPLETED						
PW23403	Brea Canyon Storm Drain Lining	2	MR	$ 150,000	None	$ 150,000						
PW25403	Full Capture Devices on Stormwater Catchbasin for Trash Amendment Compliance	2	MW	$ 792,000	None	$ 380,000		$ 412,000				
NEW	Groundwater Drainage Improvements-Phase 7 (Cleghorn Drive @ North of Gold Nugget) Design and Construction	2	MW	$ 360,500	None			$ 360,500				
PW261	Citywide Wayfinding Signs Replacement on RoW	4	GF	$ 350,000	$ 350,000							$ 350,000
NEW	City Entry Monument and Median Improvements (Lemon Ave.) Design	5	GF	$ 103,000	$ 103,000							$ 103,000
NEW	City Entry Monument and Median Improvements (Lemon Ave.) Construction	5	GF	$ 772,500	$ 772,500							$ 772,500
NEW	City Entry Monument and Parkway Improvements (Brea Canyon Road) Design	5	GF	$ 103,000	$ 103,000							$ 103,000
NEW	City Entry Monument and Parkway Improvements (Brea Canyon Road) Construction	5	GF	$ 772,500	$ 772,500							$ 772,500
	SubTotal -Miscellaneous PW Improvements			**$ 3,403,500**	**$ 2,101,000**	**$ 530,000**	**$ -**	**$ 772,500**	**$ -**	**$ -**		**$ 2,101,000**
Facilites, Parks and Rec Improvements												
FP22501	DBC AC Replacement & Air Quality Upgrades (Construction)	1	504, GF	$ -	None	COMPLETED						
FP23504	City Hall Cable Channel Broadcast and A/V Equipment Upgrade (Cnostruction)	1	PEG	$ -	None	COMPLETED						
FP23506	Maple Hill Park Playground/Restroom Replacement and ADA Upgrades (Design and Construction)	4	MA, GF, GRANT, PI	$ -	None	COMPLETED						
FP24505	City Hall Roof Rehabilitation/Solar System Removal and Reinstallation (Const)	2	504, GF	$ -	None	COMPLETED						
FP24502	Heritage Park Renovation Phases 1 and 2 (Design)	3	PD	$ -	None	COMPLETED						
FP23503	Pantera Park Hard Courts	3	GF	$ -		COMPLETED						
FP24500	DBC GVBR Lighting and AV Upgrades (Const.)	3	504, 503, GF	$ 330,000	None	$ 330,000						
FP258	Sycamore Canyon Park Lower Bridge Replacement (Design)	3	GF, MW, CDBG	$ 150,000	None	$ 150,000						
FP24501	DBC Main Entry/Doors & ADA Improvements (Construction)	2	GF	$ 310,000	None	$ 310,000						
FP261	LLADs Irrigation, Landscape, and Minparks Improvements (Design)	2	D39, D41	$ 600,000	None		$ 600,000					
NEW	Sycamore Canyon Park Lower Bridge Replacement Options (Construction)	3	GF, MW, CDBG	$ 515,000	$ 515,000			$ 515,000				
NEW	Summitridge Park Band Shelter (Design and Construction)	3	GF	$ 2,060,000	$ 2,060,000				$ 2,060,000			
NEW	DBC Patio/Outdoor Renovations	5	GF	$ 772,500	$ 772,500				$ 772,500			
NEW	DBC Library Pad Renovations	5	GF	$ 1,030,000	$ 1,030,000				$ 1,030,000			
NEW	DBC Exterior Paint	4	GF	$ 257,500	$ 257,500					$ 257,500		
NEW	Civic Center Carpet Replacement	4	GF	$ 1,030,000	$ 1,030,000					$ 1,030,000		
NEW	Dog Park Lighting (Design)	5	GF	$ 154,500	$ 154,500							$ 154,500
NEW	Ronald Reagan Park Playground Restrooms Replacement, and ADA Upgrades (Design)	5	MA, GF, PD	$ 309,000	$ 300,000							$ 309,000

5-YEAR CIP PROGRAM FY 25-26 TO FY 29-30

Project #	Project Description	* Priority	** Potential Funding Sources	Total Project Budget Request	Potential Funding Gap	FY 24-25 Cont'd to FY 25-26	NEW Proposed FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	Unscheduled Projects Pending Funding
NEW	Ronald Reagan Park Playground Restroom Replacement and ADA Improvement (Construction)	3	MA, GF, PD	$ 2,884,000	$ 2,800,000							$ 2,884,000
NEW	Dog Park Lighting (Construction)	5	GF	$ 566,500	$ 566,500							$ 566,500
NEW	Sunset Crossing Park (Construction)	3	GF, Grant, MW	$ 13,905,000	$ 13,905,000							$ 13,905,000
NEW	Heritage Park Upgrades (Const.)	2	GF, 504	$ 24,679,961	$ 24,679,961							$ 24,679,961
NEW	Peterson Park Upgrades (Design)	4	Q, GRANT	$ 257,500	$ 257,500							$ 257,500
NEW	Peterson Park Upgrades (Const.)	4	Q, GRANT	$ 2,060,000	$ 2,060,000							$ 2,060,000
NEW	Musco LED Upgrade (per site)	4	GF	$ 669,500	$ 669,500							$ 669,500
NEW	Parking Lot LED Upgrade (all facilities)	4	GF	$ 257,500	$ 257,500							$ 257,500
NEW	Pantera Park, New Restroom by Courts	5	GF	$ 1,545,000	$ 1,545,000							$ 1,545,000
	SubTotal - Facilites, Parks and Rec Improvements			**$ 54,343,461**	**$ 52,860,461**	**$ 790,000**	**$ 600,000**	**$ 515,000**	**$ 3,862,500**	**$ 1,287,500**	**$ -**	**$ 47,288,461**
	Grand Totals:			**5-Yr Program Total FY 23-24 to 27-28: $ 153,191,655**	**5-Yr Program Funding Gap: $ 104,971,555**	**FY 23-24 Cont'd to FY 24-25: $ 14,512,000**	**FY 24-25: $ 5,813,000**	**FY 25-26: $ 22,738,500**	**FY 26-27: $ 21,641,100**	**FY 27-28: $ 20,245,108**	**FY 28-29: $ 18,852,486**	**Unscheduled Projects Pending Funding: $ 49,389,461**

** Funding Sources 5-Year CIP Program

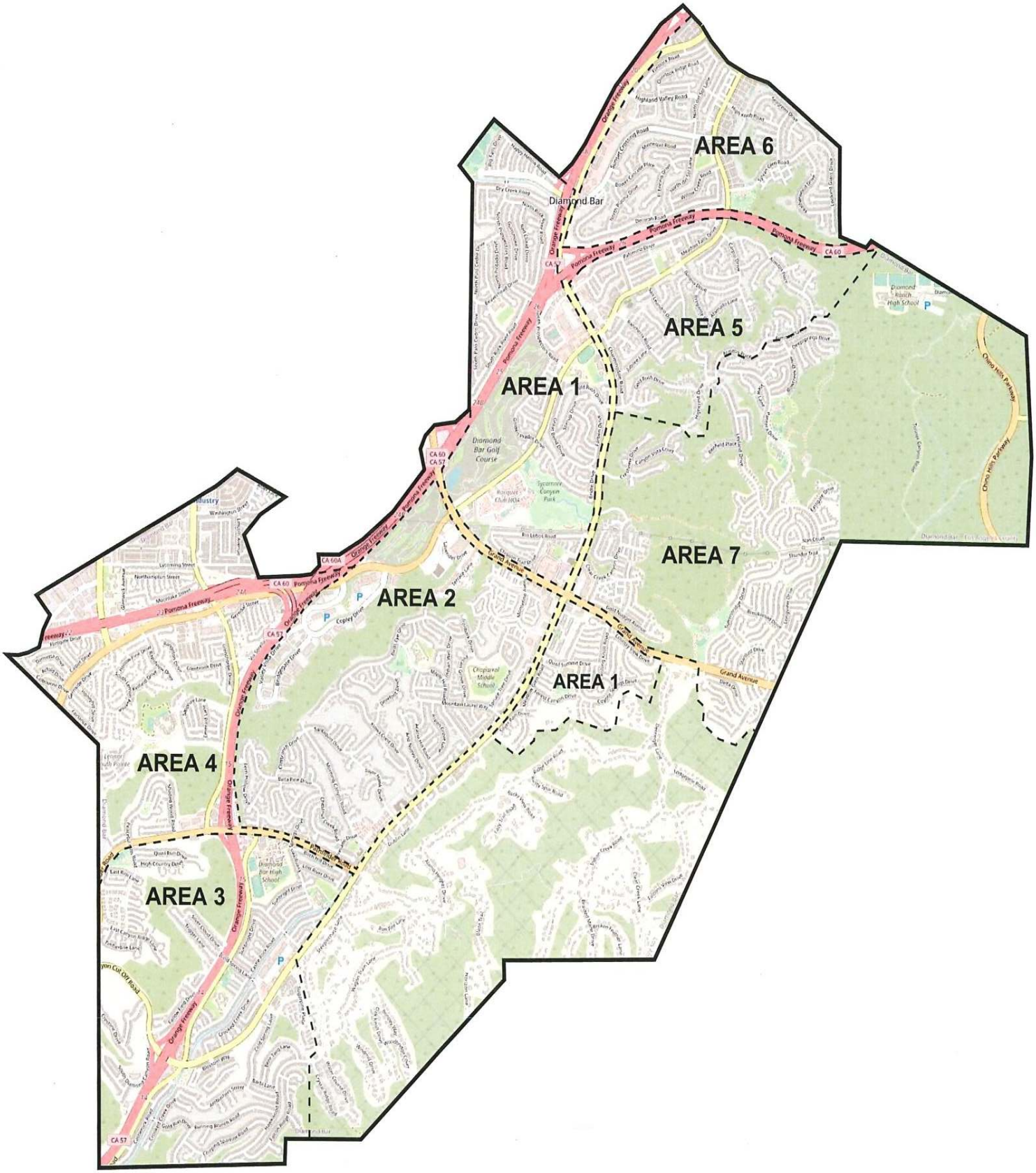
	Description
GF	General Fund Reserves
SPA	Sale of Prop A Funds
SB1	RMRA (SB-1)
MM	Measure M
MR	Measure R
GT	Gas Tax Fund
PA	Prop A
PC	Prop C
TM	Traffic Mitigation (Private Developer Fair Share)
SI	Sewer Improvement Fund
AB2766	Air Quality Improvement Fund
TDA	SB 821 Fund - Bike and Pedestrian Paths (TDA) Article 3 (METRO)
MTA	MTA Grants
WH	Waste Hauler Fund
Q	Quimby
PD	Park Development Fund
CDBG	Community Development Block Grant Funds
MA	Measure A
HC	Habitat Conservation Grant
FEMA	Federal Emergency Management Agency
MSRC	Mobile Source Air Pollution Grant
MW	Measure W - Safe, Clean Water Act
FT	Foothill Transit Grant
SCE	Southern California Edison Grant
540	Internal Service Fund - (540) Building Facility & Maintenance Fund
530	Internal Service Funds - (530) Equipment Maintenance & Replacement Fund
STP-L	Federal Surface Transportation Program - Local
D39	Landscape Assessment District 39-2022
D41	Landscape Assessment District 41-2021
HSIP Grant	CA Highway Safety Improvement Prog. Grant
Black -	***Annual revenue source***
Red -	***One-time, non-annual revenue source***

* Priority & Funding Gap Totals

Priority	Total 5-Year CIP Program	Total 5-Year Funding Gap
1 Mandatory	$ 70,613,151	$ 46,897,151
2 Needed: If Delayed Will Cost More to Fix	$ 51,724,004	$ 27,792,904
3 Enhancement: Improve Amenity	$ 19,844,000	$ 19,280,000
4 Desirable: May be Delayed	$ 4,882,000	$ 4,882,000
5 A Luxury Item	$ 6,128,500	$ 6,119,500
TOTAL	**$ 153,191,655**	**$ 104,971,555**

LEGEND

- **Authorized - Carryover to Next FY 25-26**
- **Authorized - To be Completed in FY 24-25**
- **Request for the Next FY 25-26**
- **Proposed for Future FY's 26-27 to 29-30**
- **Unscheduled - Pending Funding/Timing**



CITY OF DIAMOND BAR CALIFORNIA

CITY OF DIAMOND BAR

Pavement Rehabilitation Areas

DEPARTMENT OF PUBLIC WORKS

Agenda #: 5.1
Meeting Date: May 6, 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 APRIL 15, 2025 REGULAR MEETING.**

STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve the April 15, 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
Kristina Santana, City Clerk 5/6/2025

REVIEWED BY:

Ryan McLean
Ryan McLean, Assistant City Manager 4/29/2025

Attachments:

1. 5.1.a April 15, 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
APRIL 15, 2025

CLOSED SESSION: 5:30 p.m. – Room CC-8

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

Public Comments: None Offered.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Govt. Code Section 54956.9(d)(4):
One potential case

Adjourned to Regular Meeting: 6:15 p.m.

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 Low led the Pledge of Allegiance.

INVOCATION: Pastor Tino Cordova, United Church of Christ

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; Omar Sandoval, City Attorney; Ryan McLean, Assistant City Manager; Anthony Santos, Assistant to the City Manager; Amy Haug, Human Resources and Risk Manager; Ryan Wright, Parks and Recreation Director; Hal Ghafari, Public Works Manager/Assistant City Engineer; Cecilia Arellano, Community Relations Manager; Joan Cruz, Administrative Coordinator; Kristina Santana, City Clerk.

Staff present telephonically:
Greg Gubman, Community Development Director.

Others present: Stephen Tousey, Captain, Diamond Bar/Walnut Sheriff's Station; Derick Melendez, Diamond Bar/Walnut Sheriff's Station.

APPROVAL OF AGENDA: City Attorney Sandoval announced that the City Council met in closed session at 5:30 p.m. and authorized initiation of receivership proceedings on the property located at 23838 Twin Pines.

Mayor Teng approved the agenda as presented.

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

1.1 Certificates of Recognition to Diamond Ranch High School Boys Basketball Team.
Players, Principal Mark Gomez, Superintendent Darren Knowles, and Head Coach Kevin Ryan accepted the recognition.

1.2 Proclamation Declaring May 2025 as Water Awareness Month.
Walnut Valley Water District President Scarlett Kwong and Director Theresa Lee accepted the Proclamation.

1.3 San Gabriel Valley Council of Governments 57/60 Confluence Project Update.
Project Manager Rene Coronel provided the update.

2. CITY MANAGER REPORTS AND RECOMMENDATIONS: None.

3. PUBLIC COMMENTS:

The following provided public comments:

Cynthia Yu, Diamond Bar Library Manager
Patricia Aguilar, resident

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/Chou moved, C/Low seconded, to approve the Consent Calendar. Motion carried 5-0 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 APRIL 1, 2025 CITY COUNCIL REGULAR MEETING

5.2 RATIFIED CHECK REGISTER DATED MARCH 19, 2025 THROUGH APRIL 1, 2025 TOTALING $1,126,446.10.

5.3 ADOPTED RESOLUTION NO. 2025-12 DESIGNATING AGENTS FOR

NON-STATE AGENCIES (FEMA & CALOES) AND COMMITMENT FOR DR-4750 LOCAL HAZARD MITIGATION PLAN (LHMP) GRANT PROGRAM APPLICATION.

5.4 CONSULTING SERVICES AGREEMENT WITH DAVID VOLZ DESIGN TO INVENTORY LANDSCAPE AREAS WITHIN THE CITY FOR APPLICATION OF RECOVERED ORGANICS WASTE PRODUCTS.

5.5 ADOPTED ARBOR DAY PROCLAMATION.

6. PUBLIC HEARINGS: None.

7. COUNCIL CONSIDERATION: None.

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 announced he attended the 3rd Annual Housing Symposium at Claremont McKenna College.

Council Member Low reported attending Capital Projects Committee regarding the 57/60 project. She also reported attending the Vector Control Meeting and the LA Division of California Cities District Attorney Briefing.

Mayor Pro Tem Tye reported attending the Dean Homes Annual Board Meeting with Council Member Chou.

Mayor Teng reported attending the LA Division of California Cities District Attorney Briefing.

9. ADJOURNMENT: With no further business to conduct, M/Teng adjourned the Regular City Council Meeting at 7:26 p.m.

Respectfully Submitted,

_____
Kristina Santana, City Clerk

The foregoing minutes are hereby approved this 6th day of May, 2025.

_____
Chia Yu Teng, Mayor

Agenda #: 5.2
Meeting Date: May 6, 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 APRIL 2, 2025 THROUGH APRIL 29, 2025 TOTALING $3,479,378.32.**

STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Ratify the Check Register.

FINANCIAL IMPACT:

Expenditure of $3,479,378.32.

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 April 2, 2025 through April 29, 2025 totaling $3,479,378.32 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

Luisa Allen, Accounting Technician 5/6/2025

REVIEWED BY:

Jason Jacobsen
Jason Jacobsen, Finance Director 4/30/2025

Jason Jacobsen
Jason Jacobsen, Finance Director 4/30/2025

Attachments:

1. 5.2.a Check Register Affidavit 5-6-2025
2. 5.2.b Check Register 5-6-2025

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 April 2, 2025 through April 29, 2025 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

Description	Amount
General Fund	$1,089,287.43
Measure W Local Return Fund	$27,861.69
Measure M Local Return Fund	$514.76
Measure R Local Return Fund	$450.66
Prop A Transit Tax Fund	$17,064.76
Prop C Transit Tax Fund	$106,456.59
Community Dev Block Grant Fund	$48,316.72
LLAD 38 Fund	$25,733.04
LLAD 39 Fund	$21,722.91
LLAD 41 Fund	$10,616.66
Integrated Waste Mgmt Fund - AB939	$43,588.94
Capital Imprv Project Fund	$1,937,286.47
Vehicle Maintenance & Equip Fund	$11,165.11
Pool Cash Fund	$18,555.00
Eq Maint & Replacement Fund	$88,634.00
Beverage Cntnr Recycling Grant Fund	$1,816.43
CASP (SB1186) Fee Fund	$196.40
Community Organization Support Fund	$2,700.00
PLHA Fund	$18,878.00
General Plan Update Fund	$5,084.75
OPEB Reserve Fund	$1,738.00
Used Motor Oil Block Grant Fund	$960.00
PEG Fees Fund	$750.00
	$3,479,378.32

Signed:

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Finance Director
Jason M. Jacobsen

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14157	4/10/2025	LANDS' END INC		STAFF JACKETS	100240	51200	$1,937.06
	4/10/2025	LANDS' END INC		STAFF JACKETS	100520	51200	$2,366.97
	4/10/2025	LANDS' END INC		STAFF JACKETS REFUND	100520	51200	($517.00)
	4/10/2025	LANDS' END INC		STAFF JACKETS REFUND	100240	51200	($422.84)
						CHECK TOTAL	**$3,364.19**
14158	4/10/2025	ONE TIME PAY VENDOR	DANNETTE MANSFIELD	COMPUTER LOAN REIMBURSEMENT	100	12410	$2,250.00
						CHECK TOTAL	**$2,250.00**
14159	4/10/2025	TASC		FSA FEES	100220	52515	$131.04
						CHECK TOTAL	**$131.04**
14160	4/10/2025	WILLDAN FINANCIAL SERVICES		CITYWIDE FEE STUDY & COST ALLOCATION PLAN - FEB 25	100130	54900	$1,485.00
						CHECK TOTAL	**$1,485.00**
15036	4/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1 DBB/TEMPLE - LS-2	100655	52210	$126.25
						CHECK TOTAL	**$126.25**
15037	4/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21615 GATEWAY CTR DR - LS-2	100655	52210	$88.48
						CHECK TOTAL	**$88.48**
15038	4/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3798 S BREA CYN RD - LS-2	100655	52210	$66.36
						CHECK TOTAL	**$66.36**
15039	4/3/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2201 DBB - LS-2	100655	52210	$88.48
						CHECK TOTAL	**$88.48**
15040	4/3/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	$100.64
						CHECK TOTAL	**$100.64**
15041	4/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1003 GOLDEN SPRINGS DR - LS-2	100655	52210	$116.48
						CHECK TOTAL	**$116.48**
15043	4/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - BREA CYN/OAKCREST - LS-2	100655	52210	$66.94
						CHECK TOTAL	

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15044	4/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 24230 GOLDEN SPRINGS - LS-2	100655	52210	$83.98
						CHECK TOTAL	**$83.98**
15045	4/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - BREA CYN/FALLOWFIELD - LS-2	100655	52210	$87.89
						CHECK TOTAL	**$87.89**
15046	4/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1798 DBB/22566 GLDN SPRGS - LS-2	100655	52210	$198.49
						CHECK TOTAL	**$198.49**
15047	4/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3201 S DBB - LS-2	100655	52210	$132.74
						CHECK TOTAL	**$132.74**
15048	4/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21250 GOLDEN SPRINGS DR - LS-2	100655	52210	$88.48
						CHECK TOTAL	**$88.48**
15049	4/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21325 PATHFINDER RD - LS-2	100655	52210	$242.35
						CHECK TOTAL	**$242.35**
15050	4/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1025 BREA CYN RD - LS-2	100655	52210	$140.74
						CHECK TOTAL	**$140.74**
15051	4/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - VARIOUS LS-1	100655	52210	$652.78
						CHECK TOTAL	**$652.78**
15052	4/7/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 809 S DBB - TC-1	100655	52210	$99.35
						CHECK TOTAL	**$99.35**
15053	4/8/2025	SOUTHERN CALIFORNIA EDISON		PARKS (022625-032625)	100630	52210	$3,496.20
						CHECK TOTAL	**$3,496.20**
15054	4/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21010 WASHINGTON AVE - LS-2	100655	52210	$105.51
						CHECK TOTAL	**$105.51**
15055	4/9/2025	SOUTHERN CALIFORNIA EDISON		DISTRICT 41 (022625-032625)	241641	52210	$81.63
						CHECK TOTAL	**$81.63**
15056	4/9/2025	SOUTHERN CALIFORNIA EDISON		DISTRICT 39 (022625-032625)	239639	52210	$136.74
						CHECK TOTAL	

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15057	4/9/2025	SOUTHERN CALIFORNIA EDISON		DISTRICT 38 (022625-032625)	238638	52210	$364.07
						CHECK TOTAL	**$364.07**
15059	4/10/2025	SOUTHERN CALIFORNIA EDISON		DBC (030325-033125)	100510	52210	$7,092.77
						CHECK TOTAL	**$7,092.77**
15060	4/10/2025	SOUTHERN CALIFORNIA EDISON		575 S DBB (021125-031225)	238638	52210	$16.26
						CHECK TOTAL	**$16.26**
15064	4/11/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2025	203	21106	$138.92
	4/11/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2025	204	21106	$138.92
	4/11/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2025	100220	50062	$201.37
	4/11/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2025	239	21106	$242.94
	4/11/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2025	241	21106	$242.94
	4/11/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2025	238	21106	$438.66
	4/11/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2025	201	21106	$1,065.54
	4/11/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2025	105220	50048	$1,738.00
	4/11/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2025	207	21106	$2,545.02
	4/11/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2025	250	21106	$2,786.17
	4/11/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2025	206	21106	$2,821.53
	4/11/2025	PERS HEALTH		HEALTH INSURANCE PREMIUM APRIL 2025	100	21106	$67,524.59
						CHECK TOTAL	**$79,884.60**
15065	4/11/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/11/2025	201	21118	$2.31
	4/11/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/11/2025	238	21118	$4.64
	4/11/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/11/2025	239	21118	$4.64

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/11/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/11/2025	241	21118	$4.64
	4/11/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/11/2025	207	21118	$9.06
	4/11/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/11/2025	250	21118	$17.76
	4/11/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/11/2025	206	21118	$90.20
	4/11/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/11/2025	100	21118	$2,095.51
						CHECK TOTAL	**$2,228.76**
15066	4/11/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/11/2025	203	21109	$114.15
	4/11/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/11/2025	204	21109	$114.15
	4/11/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/11/2025	239	21109	$223.61
	4/11/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/11/2025	241	21109	$223.61
	4/11/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/11/2025	238	21109	$326.66
	4/11/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/11/2025	207	21109	$600.99
	4/11/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/11/2025	201	21109	$614.46
	4/11/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/11/2025	206	21109	$2,513.26
	4/11/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/11/2025	250	21109	$3,783.42
	4/11/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/11/2025	100	21109	$63,103.72

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$71,618.03**
15067	4/11/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/22/25-04/04/25	203	21110	$85.46
	4/11/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/22/25-04/04/25	204	21110	$85.46
	4/11/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/22/25-04/04/25	239	21110	$158.84
	4/11/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/22/25-04/04/25	241	21110	$158.84
	4/11/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/22/25-04/04/25	238	21110	$243.91
	4/11/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/22/25-04/04/25	201	21110	$626.41
	4/11/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/22/25-04/04/25	207	21110	$1,083.96
	4/11/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/22/25-04/04/25	206	21110	$1,639.10
	4/11/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/22/25-04/04/25	250	21110	$2,189.21
	4/11/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 03/22/25-04/04/25	100	21110	$44,457.74
						CHECK TOTAL	**$50,728.93**
15068	4/14/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20791 GOLDEN SPRINGS - TC-1	100655	52210	$117.00
						CHECK TOTAL	**$117.00**
15069	4/14/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20439 GOLDEN SPRINGS - TC-1	100655	52210	$109.89
						CHECK TOTAL	**$109.89**
15070	4/15/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 21250 GOLDEN SPRINGS PED - TC-1	100655	52210	$88.84
						CHECK TOTAL	**$88.84**
15071	4/15/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3564 S BREA CYN BPED - LS-3	100655	52210	$77.16
						CHECK TOTAL	**$77.16**
15072	4/15/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2746 BREA CYN BPED - LS-3	100655	52210	$138.57
						CHECK TOTAL	**$138.57**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15073	4/15/2025	SOUTHERN CALIFORNIA EDISON		GS-1 - 23331 GOLDEN SPRINGS PED - GS-1	100655	52210	$23.53
						CHECK TOTAL	**$23.53**
15074	4/15/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20781 PATHFINDER RD - TC-1	100655	52210	$113.98
						CHECK TOTAL	**$113.98**
15075	4/15/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 717 GRAND AVE - TC-1	100655	52210	$148.59
						CHECK TOTAL	**$148.59**
15076	4/15/2025	SOUTHERN CALIFORNIA EDISON		GS-1 - 2838 S DBB PED - GS-1	100655	52210	$40.55
						CHECK TOTAL	**$40.55**
15077	4/15/2025	ABSOLUTE SECURITY INTERNATIONAL INC		MARCH 2025 - SECURITY GUARD SERVICES	100520	55330	$168.96
	4/15/2025	ABSOLUTE SECURITY INTERNATIONAL INC		MARCH 2025 - SECURITY GUARD SERVICES	100510	55330	$4,749.12
	4/15/2025	ABSOLUTE SECURITY INTERNATIONAL INC		FEBRUARY 2025 - SECURITY GUARD SERVICES	100510	55330	$4,334.72
						CHECK TOTAL	**$9,252.80**
15078	4/15/2025	AFLAC		SUPP INSURANCE PREMIUM MARCH 2025	239	21117	$1.28
	4/15/2025	AFLAC		SUPP INSURANCE PREMIUM MARCH 2025	241	21117	$1.28
	4/15/2025	AFLAC		SUPP INSURANCE PREMIUM MARCH 2025	203	21117	$9.02
	4/15/2025	AFLAC		SUPP INSURANCE PREMIUM MARCH 2025	204	21117	$9.02
	4/15/2025	AFLAC		SUPP INSURANCE PREMIUM MARCH 2025	201	21117	$11.52
	4/15/2025	AFLAC		SUPP INSURANCE PREMIUM MARCH 2025	207	21117	$15.60
	4/15/2025	AFLAC		SUPP INSURANCE PREMIUM MARCH 2025	250	21117	$62.20
	4/15/2025	AFLAC		SUPP INSURANCE PREMIUM MARCH 2025	206	21117	$189.05
	4/15/2025	AFLAC		SUPP INSURANCE PREMIUM MARCH 2025	100	21117	$1,350.29
						CHECK TOTAL	**$1,649.26**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15079	4/15/2025	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 3/2/25-3/15/25	100310	55412	$13,106.04
	4/15/2025	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 3/16/25-3/29/25	100310	55412	$13,991.50
						CHECK TOTAL	**$27,097.54**
15080	4/15/2025	AMERICOMP TONER & REPAIR LLC		PRINTER TONERS	100230	51200	$1,347.68
	4/15/2025	AMERICOMP TONER & REPAIR LLC		PRINTER MAINTENANCE - 3RD QUARTER	100230	55000	$2,275.75
	4/15/2025	AMERICOMP TONER & REPAIR LLC		PRINTER MAINTENANCE - 4TH QUARTER	100230	51200	$0.00
	4/15/2025	AMERICOMP TONER & REPAIR LLC		PRINTER MAINTENANCE - 4TH QUARTER	100230	55000	$2,275.75
						CHECK TOTAL	**$5,899.18**
15081	4/15/2025	EIDIM GROUP INC		WINDMILL/WILLOW RM A/V & PROD (PYMT #6)	301630	56104	$27,867.71
						CHECK TOTAL	**$27,867.71**
15082	4/15/2025	ANDREW WONG		PARKS AND RECREATION COMMISSION MEETING STIPEND	100520	52525	$45.00
						CHECK TOTAL	**$45.00**
15083	4/15/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (MAR2025) FY24-25	100630	52320	$70.00
	4/15/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (MAR2025) FY24-25	100510	52320	$105.00
	4/15/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (MAR2025) FY24-25	100620	52320	$120.00
						CHECK TOTAL	**$295.00**
15084	4/15/2025	ARC DOCUMENT SOLUTIONS LLC		ANNUAL MAINT - OCE PLOTTER	100230	52314	$1,430.00
	4/15/2025	ARC DOCUMENT SOLUTIONS LLC		ANNUAL MAINT - HP1200 PLOTTER	100230	52314	$2,135.00
						CHECK TOTAL	**$3,565.00**
15085	4/15/2025	ASSA ABLOY ENTRANCE SYSTEMS US INC		CITYHALL/LIBRARY DOOR MAINTENANCE	100620	52320	$1,593.66
						CHECK TOTAL	**$1,593.66**
15086	4/15/2025	BARR & CLARK INC		HIP 23641 GOLDEN SPRINGS DRIVE C-14 SPIRIDUALIS	225440	54900	$519.00
	4/15/2025	BARR & CLARK INC		HIP ASBESTOS CLEAR INSPECTION 23641 GLDN SPRNG DR	225440	54900	$550.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$1,069.00**
15087	4/15/2025	BLUEBEAM INC		ANNUAL RENEWAL - BLUEBEAM FY 24-25	100230	52314	$3,990.00
						CHECK TOTAL	**$3,990.00**
15088	4/15/2025	KATHY BREAUX		INSTRUCTOR PAYMENT - ART - WS 25	100520	55320	$102.60
						CHECK TOTAL	**$102.60**
15089	4/15/2025	BUBBLEMANIA AND COMPANY LA LLC		ENTERTAINMENT FOR HEALTHY DB - APRIL	100520	55300	$200.00
						CHECK TOTAL	**$200.00**
15090	4/15/2025	LINGO TELECOM LLC		CITYWIDE ANALOG PHONE SERVICE - APR 2025	100230	52200	$3,176.98
						CHECK TOTAL	**$3,176.98**
15091	4/15/2025	CALIFORNIA DEPT OF TAX AND FEE ADMI		SALES & USE TAX JAN-MAR 2025	100	29006	$2.16
	4/15/2025	CALIFORNIA DEPT OF TAX AND FEE ADMI		SALES & USE TAX JAN-MAR 2025	100	29005	$236.84
						CHECK TOTAL	**$239.00**
15092	4/15/2025	CANNON CORPORATION		PLAN CHECK - 2537 INDIAN CREEK - THRU 2/28/25	100	22109	$877.50
	4/15/2025	CANNON CORPORATION		PLAN CHECK - 3255 S DBB (EFREE CHURCH)	100	22109	$56.00
	4/15/2025	CANNON CORPORATION		PLAN CHECK - 609 RADBURY PLACE	100	22109	$1,134.25
	4/15/2025	CANNON CORPORATION		PLAN CHECK - 626 JUNEWOOD PL	100	22109	$2,375.76
	4/15/2025	CANNON CORPORATION		PLAN CHECK - 626 JUNEWOOD PL - THRU 3/31/25	100	22109	$1,304.00
	4/15/2025	CANNON CORPORATION		PLAN CHECK - 1198 CHISOLN TRAIL - THRU 3/31/25	100	22109	$1,128.50
	4/15/2025	CANNON CORPORATION		PLAN CHECK - CHISOLM TRAIL DRIVE - THRU 3/31/25	100	22109	$1,064.40
						CHECK TOTAL	**$7,940.41**
15093	4/15/2025	CENGAGE LEARNING INC		INSTRUCTOR PAYMENT - ONLINE CLASS - WS25	100520	55320	$75.00
						CHECK TOTAL	**$75.00**
15094	4/15/2025	CHEM PRO LABORATORY INC		WATER TREATMENT (CITYHALL/MAR) FY24-25	100620	52320	$187.95
						CHECK TOTAL	**$187.95**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15095	4/15/2025	CIVICPLUS LLC		ANNUAL RENEWAL - CIVICPLUS SVC REQUEST FY 24-25	100230	52314	$11,403.97
						CHECK TOTAL	**$11,403.97**
15096	4/15/2025	COCO SUTZE CHENG		INSTRUCTOR PAYMENT - FITNESS - WS25	100520	55320	$120.00
						CHECK TOTAL	**$120.00**
15097	4/15/2025	CRAFCO INC		ROAD MAINTENANCE (SYCAMORE PARK)	100655	51250	$2,007.97
						CHECK TOTAL	**$2,007.97**
15098	4/15/2025	CREATE & LEARN INC		INSTRUCTOR PAYMENT - COMPUTER - WS 25	100520	55320	$161.40
						CHECK TOTAL	**$161.40**
15099	4/15/2025	CREATE A PARTY INC		EARTH DAY RENTALS- TENT, TABLES, CHAIRS	250170	51200	$3,601.09
						CHECK TOTAL	**$3,601.09**
15100	4/15/2025	CT & T CONCRETE PAVING INC		ROAD MAINTENANCE SERVICES	100655	55512	$7,135.00
	4/15/2025	CT & T CONCRETE PAVING INC		ROAD MAINTENANCE SERVICES	201655	55530	$11,760.00
	4/15/2025	CT & T CONCRETE PAVING INC		ROAD MAINTENANCE SERVICES (AREA4 SIDEWALK)	100655	55512	$227,571.22
						CHECK TOTAL	**$246,466.22**
15101	4/15/2025	CYNTHIA T QUAN		PARKS AND RECREATION COMMISSION MEETING STIPEND	100520	52525	$45.00
						CHECK TOTAL	**$45.00**
15102	4/15/2025	DAN CONTRACTOR		CDBG HIP CONTRACTOR - GILLILAND 20878 MOONLAKE	225440	54900	$16,200.00
	4/15/2025	DAN CONTRACTOR		CDBG HIP CONTRACTOR - GILLILAND 20878 MOONLAKE	225440	54900	$1,800.00
						CHECK TOTAL	**$18,000.00**
15103	4/15/2025	DAVID JOSEPH WU		PARKS AND RECREATION COMMISSION MEETING STIPEND	100520	52525	$45.00
						CHECK TOTAL	**$45.00**
15104	4/15/2025	DDS LEARNING SYSTEMS INC		INSTRUCTOR PAYMENT - ROBOTICS - WS 25	100520	55320	$90.00
						CHECK TOTAL	**$90.00**
15105	4/15/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM APR 2025	206	21105	$0.96

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/15/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM APR 2025	207	21105	$0.96
	4/15/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM APR 2025	201	21105	$1.61
	4/15/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM APR 2025	250	21105	$36.36
	4/15/2025	DELTA DENTAL		HMO DENTAL INSURANCE PREMIUM APR 2025	100	21105	$107.67
						CHECK TOTAL	**$147.56**
15106	4/15/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APR 2025	203	21105	$8.23
	4/15/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APR 2025	204	21105	$8.23
	4/15/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APR 2025	239	21105	$21.95
	4/15/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APR 2025	241	21105	$21.95
	4/15/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APR 2025	238	21105	$36.26
	4/15/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APR 2025	201	21105	$67.70
	4/15/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APR 2025	207	21105	$160.52
	4/15/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APR 2025	250	21105	$210.99
	4/15/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APR 2025	206	21105	$240.88
	4/15/2025	DELTA DENTAL INSURANCE COMPANY		PPO DENTAL INSURANCE PREMIUM APR 2025	100	21105	$5,022.63
						CHECK TOTAL	**$5,799.34**
15107	4/15/2025	DISCOVERY SCIENCE CENTER OF ORANGE		EDUCATION SERVICES- FEBRUARY	250170	54900	$11,706.00
	4/15/2025	DISCOVERY SCIENCE CENTER OF ORANGE		EDUCATION SERVICES- MARCH 2025 WALNUT DISTRICT	250170	54900	$3,882.00
						CHECK TOTAL	**$15,588.00**
15108	4/15/2025	DIVISION OF THE STATE ARCHITECT		DSA QRTLY REPORT - 1/25 TO 3/25	226	20602	$192.40
						CHECK TOTAL	**$192.40**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15109	4/15/2025	EDUARDO SALCIDO		EARTH DAY DJ	250170	51200	$850.00
						CHECK TOTAL	**$850.00**
15110	4/15/2025	EXTERIOR PRODUCTS CORP		REPAIRS PARKS - LIGHTING SERVICES	100630	52320	$13,735.11
						CHECK TOTAL	**$13,735.11**
15111	4/15/2025	FEHR & PEERS		ON-CALL TRAFFIC ENGR - 11/30/24-2/28/25	301610	56103	$1,809.40
	4/15/2025	FEHR & PEERS		ON-CALL ENGR - HAWKWOOD NTMP	100615	54410	$3,912.00
						CHECK TOTAL	**$5,721.40**
15112	4/15/2025	FIDUCIARY EXPERTS LLC		FIDUCIARY OVERSIGHT QUARTERLY FEE	100220	54900	$2,000.00
						CHECK TOTAL	**$2,000.00**
15113	4/15/2025	FRANCOISE S ZAMBRA		CONTRACT CLASS INSTRUCTOR - FRANCOISE ZAMBRA	100520	55320	$108.00
						CHECK TOTAL	**$108.00**
15114	4/15/2025	GERALDINE KELLER		INSTRUCTOR PAYMENT - CULINARY - WS25	100520	55320	$36.00
						CHECK TOTAL	**$36.00**
15115	4/15/2025	GO LIVE TECHNOLOGY INC		ELM PROJECT MGMT - FEB 2025	503230	56135	$8,625.00
	4/15/2025	GO LIVE TECHNOLOGY INC		ELM PROJECT MGMT - MAR 2025	503230	56135	$9,250.00
						CHECK TOTAL	**$17,875.00**
15116	4/15/2025	GOTO COMMUNICATIONS INC		CITYWIDE PHONE SERVICE - APR 2025	100230	52200	$3,078.65
						CHECK TOTAL	**$3,078.65**
15117	4/15/2025	HEART CHAN		INSTRUCTOR PAYMENT - MEDITATION - WS25	100520	55320	$135.00
						CHECK TOTAL	**$135.00**
15118	4/15/2025	HEATHER JEN CHANG		CONTRACT CLASS INSTRUCTOR - ART CLASSES	100520	55320	$588.00
						CHECK TOTAL	**$588.00**
15119	4/15/2025	HELIX ENVIRONMENTAL PLANNING INC		CANYON LOOP TRAIL RESTORATION	301630	56104	$2,292.86
	4/15/2025	HELIX ENVIRONMENTAL PLANNING INC		CANYON LOOP TRAIL RESTORATION	301630	56104	$2,395.40
	4/15/2025	HELIX ENVIRONMENTAL PLANNING INC		CANYON LOOP TRAIL RESTORATION	301630	56104	$6,586.55

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$11,274.81**
15120	4/15/2025	HODGMAN ENTERPRISES		PRINTING, MAILING SERVICES: SUMMER 2025 REC GUIDE	100240	52110	$11,000.02
	4/15/2025	HODGMAN ENTERPRISES		PRINTING AND MAILING OF MARCH 2025 NEWSLETTER	100240	52110	$3,470.42
						CHECK TOTAL	**$14,470.44**
15121	4/15/2025	IMAGEN INC		GIVEAWAY ITEMS	100240	51400	$951.32
						CHECK TOTAL	**$951.32**
15122	4/15/2025	INTEGRUS LLC		RICOH COPY CHARGES - 1/19/25-2/18/25	100230	52314	$1,290.53
	4/15/2025	INTEGRUS LLC		RICOH COPY CHARGES - 2/19/25-3/18/25	100230	52314	$628.31
						CHECK TOTAL	**$1,918.84**
15123	4/15/2025	ITERIS INC		CS - ON-CALL TS TIMING SUPPORT - FEB 2025	207650	54410	$12,942.78
						CHECK TOTAL	**$12,942.78**
15124	4/15/2025	JAMES EVENT PRODUCTION INC		DEPOSIT - ENTERTAINMENT FOR CONCERTS JULY 2	100520	55300	$2,970.00
	4/15/2025	JAMES EVENT PRODUCTION INC		DEPOSIT - ENTERTAINMENT FOR HALLOWEEN PARTY	100520	55300	$1,450.00
	4/15/2025	JAMES EVENT PRODUCTION INC		DEPOSIT - ENTERTAINMENT/GAMES FOR WINTER SNOW FEST	100520	55300	$9,900.00
	4/15/2025	JAMES EVENT PRODUCTION INC		DEPOSIT -EVENT DECOR/STAGING FOR WINDMILL LIGHTING	100520	55300	$2,720.50
						CHECK TOTAL	**$17,040.50**
15125	4/15/2025	JYL GROUP INC		INSTRUCTOR PAYMENT - FITNESS - WS25	100520	55320	$507.60
						CHECK TOTAL	**$507.60**
15126	4/15/2025	KEVIN D JONES		PS - SR-57/SR-60 CONF FUNDING ADVOCACY - APR 2025	100615	54400	$4,000.00
						CHECK TOTAL	**$4,000.00**
15127	4/15/2025	KRZYSZTOF CHRIS BALASINSKI		YOUTH BASKETBALL OFFICIALS	100520	55305	$2,129.00
						CHECK TOTAL	**$2,129.00**
15128	4/15/2025	LAW OFFICES OF ANGEL HO INC		LEGAL SERVICES	100220	54900	$1,295.00
						CHECK TOTAL	**$1,295.00**

City of Diamond Bar Check Register

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15129	4/15/2025	LIEBE SHERI-LYN		INTRUCTOR PAYMENT - DANCE - WS25	100520	55320	$360.00
						CHECK TOTAL	**$360.00**
15130	4/15/2025	LOOMIS		COURIER SERVICES - MARCH 2025	100210	54900	$748.62
	4/15/2025	LOOMIS		COURIER SERVICES - MARCH 2025	100510	54900	$1,453.54
						CHECK TOTAL	**$2,202.16**
15131	4/15/2025	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2024-25 LA COUNTY SHERIFF CAV CHAPEL 01/2025	100310	55402	$7,910.41
	4/15/2025	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2024-25 LA COUNTY SHERIFF HELICOPTER 11/2024	100310	55402	$1,105.84
						CHECK TOTAL	**$9,016.25**
15132	4/15/2025	LOWE'S BUSINESS ACCOUNT		OPERATING SUPPLY TOOLS (JKOLB032625)	100620	51300	$51.97
						CHECK TOTAL	**$51.97**
15133	4/15/2025	MELROSE CATERING INC		SENIOR DANCE CATERING 24/25	100520	55310	$1,404.80
						CHECK TOTAL	**$1,404.80**
15134	4/15/2025	METROLINK		METROLINK PASSES - MARCH 2025	206650	55610	$828.80
	4/15/2025	METROLINK		METROLINK PASSES - MARCH 2025	206650	55620	$3,315.20
						CHECK TOTAL	**$4,144.00**
15135	4/15/2025	MMASC		MMASC MEMBERSHIP- TARA REYES	250170	52400	$125.00
						CHECK TOTAL	**$125.00**
15136	4/15/2025	MOSS CONSULTING		CDBG HME IMPR ADMIN SVCS - JAN/FEB/MAR 2025	225440	54900	$25,050.00
						CHECK TOTAL	**$25,050.00**
15137	4/15/2025	MYERS & SONS HI-WAY SAFETY INC		ROAD MAINTENANCE SUPPLIES (JG040925)	100655	51250	$234.62
						CHECK TOTAL	**$234.62**
15138	4/15/2025	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP (KRAIL 040125-042825)	100655	51250	$607.35
						CHECK TOTAL	**$607.35**
15139	4/15/2025	NEXTECH SYSTEMS INC		BATTERY BACKUP PROCUREMENT/REPAIR - FY 24-25	100655	55536	$24,998.18
						CHECK TOTAL	**$24,998.18**
15140	4/15/2025	NORTH STAR CONSULTING INC		CONSULTING SERVICES	100130	52500	$6,314.74

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$6,314.74**
15141	4/15/2025	ONE TIME PAY VENDOR	BRIGHT MAGPIE CHARITABLE FOUNDATION	FACILITY REFUND	100	20202	$100.00
						CHECK TOTAL	**$100.00**
15142	4/15/2025	ONE TIME PAY VENDOR	CALIFORNIA NATIVE PLANT SOCIETY	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
15143	4/15/2025	ONE TIME PAY VENDOR	CHERYL PENAIA	FACILITY REFUND	100	20202	$1,730.00
						CHECK TOTAL	**$1,730.00**
15144	4/15/2025	ONE TIME PAY VENDOR	HEMA PATEL	FACILITY REFUND	100	20202	$750.00
						CHECK TOTAL	**$750.00**
15145	4/15/2025	ONE TIME PAY VENDOR	JAMES DUMONT	FACILITY REFUND	100	20202	$1,200.00
						CHECK TOTAL	**$1,200.00**
15146	4/15/2025	ONE TIME PAY VENDOR	JASMINE LIN	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
15147	4/15/2025	ONE TIME PAY VENDOR	JASON PHAM	FACILTY REFUND	100	20202	$800.00
						CHECK TOTAL	**$800.00**
15148	4/15/2025	ONE TIME PAY VENDOR	JAYANTILAL KESHAV	FACILITY REFUND	100	20202	$1,041.39
						CHECK TOTAL	**$1,041.39**
15149	4/15/2025	ONE TIME PAY VENDOR	JEANNE LEE	FACILITY REFUND	100	20202	$131.28
						CHECK TOTAL	**$131.28**
15150	4/15/2025	ONE TIME PAY VENDOR	JESSICA WANG	RECREATION PROGRAM REFUND	100	20202	$29.75
						CHECK TOTAL	**$29.75**
15151	4/15/2025	ONE TIME PAY VENDOR	KATHRYN COUGHENOUR	FACILITY REFUND	100	20202	$750.00
						CHECK TOTAL	**$750.00**
15152	4/15/2025	ONE TIME PAY VENDOR	LILLIAN WEI	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
15153	4/15/2025	ONE TIME PAY VENDOR	LING YANG	FACILITY REFUND	100	20202	$100.45
						CHECK TOTAL	

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15154	4/15/2025	ONE TIME PAY VENDOR	MOSLEY WEALTH MANAGEMENT	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
15155	4/15/2025	ONE TIME PAY VENDOR	NICOLE SOTTO	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
15156	4/15/2025	ONE TIME PAY VENDOR	PANTERA ELEMENTARY SCHOOL	FACILITY REFUND	100	20202	$750.00
						CHECK TOTAL	**$750.00**
15157	4/15/2025	ONE TIME PAY VENDOR	POONUM CHATURVEDI	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
15158	4/15/2025	ONE TIME PAY VENDOR	PRISCILLA GALWEY	FACILITY REFUND	100	20202	$100.00
						CHECK TOTAL	**$100.00**
15159	4/15/2025	ONE TIME PAY VENDOR	ROSELINE SOREMEKUN	FACILITY REFUND	100	20202	$1,450.00
	4/15/2025	ONE TIME PAY VENDOR	ROSELINE SOREMEKUN	FACILITY REFUND	100	20202	$436.52
						CHECK TOTAL	**$1,886.52**
15160	4/15/2025	ONE TIME PAY VENDOR	TATYANA WARREN	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
15161	4/15/2025	ONE TIME PAY VENDOR	VERENA TADROS	FACILITY REFUND	100	20202	$512.72
						CHECK TOTAL	**$512.72**
15162	4/15/2025	ONE TIME PAY VENDOR	CALIFORNIA CONSTRUCTION & ROOFING	REFUND PR24-1514	100	48010	$786.66
						CHECK TOTAL	**$786.66**
15163	4/15/2025	ONE TIME PAY VENDOR	CPRS DISTRICT XIII	CPRS DIST XIII AWARDS & INSTALLATION DINNER	100520	52410	$120.00
						CHECK TOTAL	**$120.00**
15164	4/15/2025	ONE TIME PAY VENDOR	DIAMOND BAR EVERGREEN CLUB	SENIOR CLUB LIABILITY INSURANCE REIMBURSEMENT	225440	54900	$946.47
						CHECK TOTAL	**$946.47**
15165	4/15/2025	ONE TIME PAY VENDOR	JI LEE	APA CONF REIMB - 3/28-3/31	100410	52415	$118.42
						CHECK TOTAL	**$118.42**
15166	4/15/2025	ONE TIME PAY VENDOR	RAMONA ORTEGA	DBC CANCELLATION REIMBURSEMENT	100	20202	$111.32

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$111.32**
15167	4/15/2025	ONE TIME PAY VENDOR	SAUL SANTIAGO	DBC CANCELLATION REIMBURSEMENT	100	20202	$2,000.00
						CHECK TOTAL	**$2,000.00**
15168	4/15/2025	ONE TIME PAY VENDOR	TEVERLY LAZENBY	REFUND LC25-160	226	20602	$4.00
	4/15/2025	ONE TIME PAY VENDOR	TEVERLY LAZENBY	REFUND LC25-160	100	48130	$345.08
						CHECK TOTAL	**$349.08**
15169	4/15/2025	ONE TIME PAY VENDOR	ZAVARO INC	REFUND PL2024-32	100	22107	$421.74
						CHECK TOTAL	**$421.74**
15170	4/15/2025	ONE TIME PAY VENDOR - CND REFUND	CARLOS RUANO/ SOCAL ROOFING SOLUTIONS	C&D REFUND- 23939 DECORAH RD	100	22105	$250.00
						CHECK TOTAL	**$250.00**
15171	4/15/2025	ONE TIME PAY VENDOR - CND REFUND	OHAD HAREL	C&D REFUND- 622 LOOKING GLASS DR	100	22105	$250.00
						CHECK TOTAL	**$250.00**
15172	4/15/2025	ONE TIME PAY VENDOR - CND REFUND	PARK'S ROOFING	C&D REFUND- 2551 CROOKED CREEK DR	100	22105	$250.00
						CHECK TOTAL	**$250.00**
15173	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$115.50
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$432.73
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$507.23
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$589.52
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$1,094.55
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$3,776.91
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$3,843.54
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$3,843.55
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$3,979.20

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$4,270.80
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$4,425.38
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$8,510.02
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$9,723.53
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$12,578.46
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$13,058.94
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$14,133.35
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$17,243.52
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$31,708.38
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$34,677.88
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$36,858.48
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$68,335.72
	4/15/2025	ONYX PAVING COMPANY INC		RETENTION CONTRACT WITHHOLDING: 24000091	301	29004	$206,796.34
						CHECK TOTAL	**$480,503.53**
15174	4/15/2025	PAPER RECYCLING & SHREDDING		CITY HALL 2 CONSOLES	250170	55000	$105.00
						CHECK TOTAL	**$105.00**
15175	4/15/2025	PROTECTION ONE INC		ALARM MONITOR EXT SVS (HERITAGE/040125-063025)	100630	52320	$239.04
	4/15/2025	PROTECTION ONE INC		ALARM MONITOR (HERITAGE/040125-063025)	100630	52320	$184.99
						CHECK TOTAL	**$424.03**
15176	4/15/2025	PTM GENERAL ENGINEERING SERVICES INC		CIP - INTERSECTION SAFETY IMPROVEMENT	301610	56103	$251,355.00
						CHECK TOTAL	**$251,355.00**

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15177	4/15/2025	PUBLIC STORAGE #23051		COMMUNITY RELATIONS OFFSITE STORAGE RENTAL-MAY25	100240	55000	$1,045.00
						CHECK TOTAL	**$1,045.00**
15178	4/15/2025	JAIME CASAS		USED OIL OUTREACH AND ED CONSULTANT- EARTH DAY	253180	54900	$960.00
						CHECK TOTAL	**$960.00**
15179	4/15/2025	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - MARCH 2025	206650	55610	$534.00
	4/15/2025	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - MARCH 2025	206650	55620	$2,136.00
						CHECK TOTAL	**$2,670.00**
15180	4/15/2025	RETAIL MARKETING SERVICES INC		CART RETRIEVAL SERVICES- FEBRUARY	250170	55000	$5.00
						CHECK TOTAL	**$5.00**
15181	4/15/2025	SAMAN MAHMOOD		PARKS AND RECREATION COMMISSION MEETING STIPEND	100520	52525	$45.00
						CHECK TOTAL	**$45.00**
15182	4/15/2025	SCHORR METALS INC		DBC MAINTENANCE SUPPLIES (CG041025)	100510	52320	$2,965.80
						CHECK TOTAL	**$2,965.80**
15183	4/15/2025	SCMAF		CONTRACT CLASS INSURANCE	100520	55320	$770.00
	4/15/2025	SCMAF		SCMAF MEMBERSHIP 2025	100520	52400	$425.00
						CHECK TOTAL	**$1,195.00**
15184	4/15/2025	SPECTRUM BUSINESS		SUMMARY BILL - INTERNET/CITY HALL - 3/21/25	100230	54030	$1,741.56
	4/15/2025	SPECTRUM BUSINESS		CABLE TV SERVICES/DBC - APRIL 2025	100230	54030	$134.24
						CHECK TOTAL	**$1,875.80**
15185	4/15/2025	SPORT PINS INTERNATIONAL INC		36TH CITYHOOD ANNIVERSARY COMMEMORATIVE PINS	100520	51200	$1,639.78
						CHECK TOTAL	**$1,639.78**
15186	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	203	21107	$1.99
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	204	21107	$1.99
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	239	21107	$2.35

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	241	21107	$2.35
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	238	21107	$3.40
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	203	21113	$4.21
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	204	21113	$4.21
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	239	21113	$8.44
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	241	21113	$8.44
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	238	21113	$13.29
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	207	21107	$17.34
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	201	21113	$31.61
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	201	21107	$32.62
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	206	21107	$48.33
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	207	21113	$59.07
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	206	21113	$89.43
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	250	21107	$105.13
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	250	21113	$132.29
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	100	21107	$1,706.34
	4/15/2025	STANDARD INSURANCE COMPANY		LIFE/SUPP LIFE/LTD/STD INSURANCE PREMIUM APR 2025	100	21113	$2,362.12
						CHECK TOTAL	**$4,634.95**
15187	4/15/2025	TALEWISE LLC		DAY CAMP ENTERTAINMENT - JUNE 4, 2025	100520	55315	$400.00
	4/15/2025	TALEWISE LLC		DAY CAMP ENTERTAINMENT - JUNE 11, 2025	100520	55315	$400.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$800.00**
15188	4/15/2025	TENNIS ANYONE INC		CONTRACT CLASSES TENNIS SERVIC	100520	55320	$5,374.44
						CHECK TOTAL	**$5,374.44**
15189	4/15/2025	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD - NOTICE TO BIDDERS/AREA 4 PROJECT	100610	52160	$565.68
						CHECK TOTAL	**$565.68**
15190	4/15/2025	THE TAIT GROUP INC		PS - ENGR/VARIOUS TRAFFIC-RELATED PROJ - MAR 2025	100615	54410	$2,500.00
						CHECK TOTAL	**$2,500.00**
15191	4/15/2025	TORTI GALLAS AND PARTNERS INC		TOWN CENTER SPECIFIC PLAN - MARCH 2025	103410	54900	$5,084.75
						CHECK TOTAL	**$5,084.75**
15192	4/15/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 2/11/25	503230	56135	$800.00
	4/15/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 3/11/25-3/13/25	503230	56135	$5,600.00
	4/15/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 3/18/25-3/20/25	503230	56135	$4,800.00
	4/15/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT. - 2/11/25-2/13/25	503230	56135	$4,800.00
	4/15/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 3/25/25-3/27/25	503230	56135	$5,600.00
	4/15/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 4/3/25	503230	56135	$800.00
						CHECK TOTAL	**$22,400.00**
15193	4/15/2025	ULINE INC		DBC EQUIPMENT	100510	51300	$1,858.82
	4/15/2025	ULINE INC		FY2024-25 EMERGENCY PREP SUPPLIES	100350	51200	$822.25
						CHECK TOTAL	**$2,681.07**
15194	4/15/2025	VALLEY VISTA SERVICES, INC.		STREET SWEEPING SERVICES (030125-033125)	100655	55510	$9,065.40
						CHECK TOTAL	**$9,065.40**
15195	4/15/2025	VERIZON WIRELESS		WIRELESS PHONE SERVICE - 2/17/25-3/16/25	100230	52200	$2,282.97
						CHECK TOTAL	**$2,282.97**
15196	4/15/2025	VIRAMONTES EXPRESS INC		COMPOST/MULCH HAULING SERVICES-MARCH	250170	55000	$389.85
						CHECK TOTAL	**$389.85**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15197	4/15/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2025	203	21108	$3.22
	4/15/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2025	204	21108	$3.22
	4/15/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2025	239	21108	$7.20
	4/15/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2025	241	21108	$7.20
	4/15/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2025	238	21108	$12.29
	4/15/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2025	201	21108	$25.83
	4/15/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2025	207	21108	$58.16
	4/15/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2025	206	21108	$103.46
	4/15/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2025	250	21108	$107.09
	4/15/2025	VISION SERVICE PLAN		VISION INSURANCE PREMIUM APRIL 2025	100	21108	$1,930.67
						CHECK TOTAL	**$2,258.34**
15198	4/15/2025	WW GRAINGER INC		TV CART WHEELS	100510	51200	$108.06
						CHECK TOTAL	**$108.06**
15199	4/15/2025	WANSEO CHUNG		CONTRACT CLASS INSTRUCTOR - WANSEO CHUNG	100520	55320	$518.40
						CHECK TOTAL	**$518.40**
15200	4/15/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES - DBC	100510	51210	$348.10
	4/15/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES - HERITAGE PARK	100630	51200	$184.04
						CHECK TOTAL	**$532.14**
15201	4/15/2025	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (030125-031525)	100645	55522	$31,115.00
						CHECK TOTAL	**$31,115.00**
15202	4/15/2025	WESTERN A/V		ACS REPLACEMENT & EXPANSION PROJ - CHANGE ORDER	503230	56130	$4,998.74
	4/15/2025	WESTERN A/V		ACS REPLACEMENT & EXPANSION PROJECT	503230	56130	$13,130.81

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$18,129.55**
15203	4/15/2025	WISCONSIN QUICK LUBE INC		FLEET VEHICLE MAINTENANCE (LIC#1442563) GC032625	502630	52312	$228.40
						CHECK TOTAL	**$228.40**
15204	4/15/2025	YUNEX CORP		TS MAINTENANCE - MAR 2025	207650	55536	$5,540.00
	4/15/2025	YUNEX CORP		TS MAINT/RESPONSE - MAR 2025	207650	55536	$8,572.56
						CHECK TOTAL	**$14,112.56**
15205	4/15/2025	ZONES IT SOLUTIONS INC		NEW CISCO SWITCH FOR DBC	100230	52314	$694.24
	4/15/2025	ZONES IT SOLUTIONS INC		REQUIRED CISCO DNA SUBSCRIPTION FOR DBC SWITCH	100230	52314	$1,769.41
						CHECK TOTAL	**$2,463.65**
15206	4/21/2025	SOUTHERN CALIFORNIA EDISON		3334 1/2 BREA CYN RD (022125-32325)	100630	52210	$95.34
						CHECK TOTAL	**$95.34**
15208	4/21/2025	SOUTHERN CALIFORNIA EDISON		CITYHALL(031425-041325)	100620	52210	$13,161.11
						CHECK TOTAL	**$13,161.11**
15209	4/22/2025	SOUTHERN CALIFORNIA EDISON		GS-1 - 1215 S BREA CYN - GS-1	100655	52210	$28.30
						CHECK TOTAL	**$28.30**
15210	4/22/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1450 BRIDGEGATE/ETC - TC-1	100655	52210	$495.82
						CHECK TOTAL	**$495.82**
15211	4/22/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1611 S. BREA CYN - TC-1	100655	52210	$73.40
						CHECK TOTAL	**$73.40**
15212	4/22/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 801 S LEMON AVE/ETC - TC-1	100655	52210	$313.10
						CHECK TOTAL	**$313.10**
15213	4/28/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 21010 WASHINGTON AVE - TC-1	100655	52210	$115.88
						CHECK TOTAL	**$115.88**
15214	4/28/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 22805 GOLDEN SPRINGS/ETC - TC-1	100655	52210	$3,303.54
						CHECK TOTAL	**$3,303.54**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15215	4/28/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - BREA CYN/FALLOWFIELD/ETC - TC-1	100655	52210	$216.07
						CHECK TOTAL	**$216.07**
15216	4/28/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1798 DBB/22566 GLDN SPRGS - TC-1	100655	52210	$205.36
						CHECK TOTAL	**$205.36**
15217	4/28/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 2201 DBB PED - TC-1	100655	52210	$31.04
						CHECK TOTAL	**$31.04**
15218	4/25/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/25/2025	201	21118	$2.31
	4/25/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/25/2025	238	21118	$7.02
	4/25/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/25/2025	239	21118	$7.02
	4/25/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/25/2025	241	21118	$7.02
	4/25/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/25/2025	207	21118	$11.06
	4/25/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/25/2025	250	21118	$18.46
	4/25/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/25/2025	206	21118	$98.47
	4/25/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 04/25/2025	100	21118	$2,077.40
						CHECK TOTAL	**$2,228.76**
15219	4/25/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/25/2025	239	21109	$119.23
	4/25/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/25/2025	241	21109	$119.23
	4/25/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/25/2025	201	21109	$146.83
	4/25/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/25/2025	238	21109	$238.46

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/25/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/25/2025	207	21109	$379.97
	4/25/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/25/2025	250	21109	$397.85
	4/25/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/25/2025	206	21109	$454.17
	4/25/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 04/25/2025	100	21109	$14,361.59
						CHECK TOTAL	**$16,217.33**
15220	4/25/2025	CALPERS		PENSION CONTRIBUTION 4/5/25-4/18/25 & 4/01-4/30/25	204	21110	$85.46
	4/25/2025	CALPERS		PENSION CONTRIBUTION 4/5/25-4/18/25 & 4/01-4/30/25	203	21110	$149.56
	4/25/2025	CALPERS		PENSION CONTRIBUTION 4/5/25-4/18/25 & 4/01-4/30/25	239	21110	$172.13
	4/25/2025	CALPERS		PENSION CONTRIBUTION 4/5/25-4/18/25 & 4/01-4/30/25	241	21110	$172.13
	4/25/2025	CALPERS		PENSION CONTRIBUTION 4/5/25-4/18/25 & 4/01-4/30/25	238	21110	$260.41
	4/25/2025	CALPERS		PENSION CONTRIBUTION 4/5/25-4/18/25 & 4/01-4/30/25	201	21110	$597.57
	4/25/2025	CALPERS		PENSION CONTRIBUTION 4/5/25-4/18/25 & 4/01-4/30/25	207	21110	$1,143.29
	4/25/2025	CALPERS		PENSION CONTRIBUTION 4/5/25-4/18/25 & 4/01-4/30/25	206	21110	$1,694.08
	4/25/2025	CALPERS		PENSION CONTRIBUTION 4/5/25-4/18/25 & 4/01-4/30/25	250	21110	$2,206.26
	4/25/2025	CALPERS		PENSION CONTRIBUTION 4/5/25-4/18/25 & 4/01-4/30/25	100	21110	$44,603.51
						CHECK TOTAL	**$51,084.40**
15221	4/29/2025	AARP		RECREATION PROGRAM PAYMENT - AARP	100520	55310	$105.00
						CHECK TOTAL	**$105.00**
15222	4/29/2025	ABOUND FOOD CARE		FOOD RECOVERY SERVICES- MARCH 2025	250170	54900	$1,632.25

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$1,632.25**
15223	4/29/2025	AIRGAS INC		ARGON CYLINDER REFILL (030125-033125)	100630	51200	$33.36
						CHECK TOTAL	**$33.36**
15224	4/29/2025	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 3/30/25-4/12/25	100310	55412	$11,874.60
						CHECK TOTAL	**$11,874.60**
15225	4/29/2025	ALLIANT INSURANCE SERVICES INC		EARTH DAY VENDOR INSURANCE	250170	57220	$1,012.00
						CHECK TOTAL	**$1,012.00**
15226	4/29/2025	ATKINSON, ANDELSON, LOYA, RUUD & ROMO		LEGAL FEES	100220	54900	$2,974.13
						CHECK TOTAL	**$2,974.13**
15227	4/29/2025	ATLA SOLIMAN		PRINTING: RECREATION REGISTRATION UPDATES POSTCARD	100240	52160	$585.13
						CHECK TOTAL	**$585.13**
15228	4/29/2025	ROBYN A BECKWITH		INTERIOR PLANT SERVICE (APRIL2025)	100510	52320	$275.00
	4/29/2025	ROBYN A BECKWITH		INTERIOR PLANT SERVICE (APRIL2025)	100620	52320	$380.00
						CHECK TOTAL	**$655.00**
15229	4/29/2025	BELLFLOWER AUTOMOTIVE INC		FLEET VEHICLE MAINTENENCE (LIC#1479428)	502630	52312	$4,367.03
	4/29/2025	BELLFLOWER AUTOMOTIVE INC		FLEET VEHICLE MAINTENANCE (LIC#1363853)	502630	52312	$1,419.48
	4/29/2025	BELLFLOWER AUTOMOTIVE INC		FLEET VEHICLE MAINTENANCE (LIC#1407074)	502655	52312	$1,283.50
						CHECK TOTAL	**$7,070.01**
15230	4/29/2025	CALIFORNIA BUILDING STANDARDS COMMISSION		BSASRF FEE - OCT - DEC 2024	100	48160	($40.66)
	4/29/2025	CALIFORNIA BUILDING STANDARDS COMMISSION		BSASRF FEE - OCT - DEC 2024	100	20604	$406.64
	4/29/2025	CALIFORNIA BUILDING STANDARDS COMMISSION		BSASRF FEES - JAN - MAR 2025	100	48160	($41.94)
	4/29/2025	CALIFORNIA BUILDING STANDARDS COMMISSION		BSASRF FEES - JAN - MAR 2025	100	20604	$419.45
	4/29/2025	CALIFORNIA BUILDING STANDARDS COMMISSION		BSASRF FEES - JUL - SEPT 2024	100	48160	($41.89)

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/29/2025	CALIFORNIA BUILDING STANDARDS COMMISSION		BSASRF FEES - JUL - SEPT 2024	100	20604	$418.99
						CHECK TOTAL	**$1,120.59**
15231	4/29/2025	CDW GOVERNMENT		ANNUAL RENEWAL - GFI LAN GUARD FY 24-25	100230	52314	$3,540.58
						CHECK TOTAL	**$3,540.58**
15232	4/29/2025	CITY OF INDUSTRY		GRAND/GSD INTERSECTION ENHANCE	301610	56105	$1,122,904.52
						CHECK TOTAL	**$1,122,904.52**
15233	4/29/2025	COLLEY AUTO CARS INC		VEHICLE MAINTENANCE (LIC#1407074)	502655	52312	$27.39
						CHECK TOTAL	**$27.39**
15234	4/29/2025	DAPEER ROSENBLIT & LITVAK LLP		CODE ENFC CITY PROSECUTOR - MAR 2025	100120	54024	$1,320.00
						CHECK TOTAL	**$1,320.00**
15235	4/29/2025	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECKING SERVICES	100	22107	$515.40
	4/29/2025	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECKING SERVICES	100	22107	$548.40
	4/29/2025	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECKING SERVICES	100	22107	$690.60
	4/29/2025	DAVID EVANS AND ASSOCIATES INC		LANDSCAPE PLAN CHECKING SERVICES	100	22107	$742.50
						CHECK TOTAL	**$2,496.90**
15236	4/29/2025	DEPARTMENT OF CONSERVATION		SMIP FEES - OCT - DEC 2024	100	48170	($85.22)
	4/29/2025	DEPARTMENT OF CONSERVATION		SMIP FEES - OCT - DEC 2024	100	20603	$1,704.42
	4/29/2025	DEPARTMENT OF CONSERVATION		SMIP FEES - JAN - MAR 2025	100	48170	($95.86)
	4/29/2025	DEPARTMENT OF CONSERVATION		SMIP FEES - JAN - MAR 2025	100	20603	$1,917.22
	4/29/2025	DEPARTMENT OF CONSERVATION		SMIP FEES - JUL - SEPT 2024	100	48170	($91.58)
	4/29/2025	DEPARTMENT OF CONSERVATION		SMIP FEES - JUL - SEPT 2024	100	20603	$1,831.69
						CHECK TOTAL	**$5,180.67**
15237	4/29/2025	DIAMOND BAR FRIENDS OF THE LIBRARY		31ST ANNUAL WINE SOIRÉE	101110	52600	$2,500.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$2,500.00**
15238	4/29/2025	DIANA CHO & ASSOCIATES		CDBG CONSULTANT - AREA 5 ADA CURB RAMP ADMIN	225610	56101	$1,062.50
	4/29/2025	DIANA CHO & ASSOCIATES		CDBG CONSULTANT - AREA 5 ADA CURB RAMP ADMIN	225610	56101	$552.50
	4/29/2025	DIANA CHO & ASSOCIATES		CDBG CONSULTANT - AREA 5 ADA CURB RAMP ADMIN	225610	56101	$1,296.25
	4/29/2025	DIANA CHO & ASSOCIATES		CDBG-SNR. SVCS ADMIN COSTS	225440	54900	$340.00
						CHECK TOTAL	**$3,251.25**
15239	4/29/2025	DS SERVICES OF AMERICA INC		WATER SERVICE (CITYHALL)	100620	51200	$809.90
						CHECK TOTAL	**$809.90**
15240	4/29/2025	DUNN EDWARDS CORPORATION		ROAD MAINT & DBC SUPPLIES (CG-040925)	100655	51250	$30.65
	4/29/2025	DUNN EDWARDS CORPORATION		ROAD MAINT & DBC SUPPLIES (CG-040925)	100510	52320	$141.71
						CHECK TOTAL	**$172.36**
15241	4/29/2025	ECOFERT INC		FERTILIZER INJECT SYS (PARKS-MAR2025) FY24-25	100630	52320	$1,207.00
						CHECK TOTAL	**$1,207.00**
15242	4/29/2025	EXTERIOR PRODUCTS CORP		LIGHTING MAINT (PARKS)	100630	52320	$6,841.75
						CHECK TOTAL	**$6,841.75**
15243	4/29/2025	FEDERAL EXPRESS CORPORATION		SHIPPING CHARGES	100520	51200	$43.84
						CHECK TOTAL	**$43.84**
15244	4/29/2025	FEHR & PEERS		CUP PARKING STUDY	100	22107	$2,106.00
						CHECK TOTAL	**$2,106.00**
15245	4/29/2025	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL/INTERNET SERVICE - APR 2025	100230	54030	$478.18
	4/29/2025	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL/INTERNET SERVICE - APR 2025	100230	54030	$811.25
						CHECK TOTAL	**$1,289.43**
15246	4/29/2025	GARY TOSHIHIKO BUSTEED		T&T COMMISSION STIPEND - DEC 2024	100610	52525	$45.00
						CHECK TOTAL	**$45.00**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
15247	4/29/2025	GERALDINE KELLER		INSTRUCTOR PAYMENT - CULINARY - WS25	100520	55320	$90.00
						CHECK TOTAL	**$90.00**
15248	4/29/2025	HANSON BRIDGETT LLP		LEGAL SERVICES - SEWER DISTRICT	100120	54022	$7,660.00
						CHECK TOTAL	**$7,660.00**
15249	4/29/2025	HIRSCH PIPE & SUPPLY INC		OPERATING SUPPLIES (JW0400325)	100630	51200	$2,146.01
						CHECK TOTAL	**$2,146.01**
15250	4/29/2025	HOME DEPOT CREDIT SERVICES		PARK MAINT SUPPLIES (JK041025)	100630	52320	$27.13
	4/29/2025	HOME DEPOT CREDIT SERVICES		PARK MAINTENANCE SUPPLIES (JK-041725)	100630	52320	$60.05
						CHECK TOTAL	**$87.18**
15251	4/29/2025	HUMANE SOCIETY OF POMONA VALLEY INC		ANIMAL CONTROL SERVICES IN MARCH 2025	100340	55404	$39,832.08
						CHECK TOTAL	**$39,832.08**
15252	4/29/2025	INTEGRUS LLC		RICOH COPY CHARGES - 3/19/25-4/18/25	100230	52314	$747.13
						CHECK TOTAL	**$747.13**
15253	4/29/2025	INTERIOR OFFICE SOLUTIONS INC		PW INTERIOR WORKSPACE AT VACANT CUBICLE	100620	56120	$3,305.03
						CHECK TOTAL	**$3,305.03**
15254	4/29/2025	IRIS GROUP HOLDINGS LLC		CITYHALL - ALARM MONITOR EXTD SVS (042924-052825)	100620	52320	$45.50
						CHECK TOTAL	**$45.50**
15255	4/29/2025	JOE A GONSALVES & SON INC		PROFESSIONAL SERVICES STATE LOBBYIST	100130	54900	$2,500.00
						CHECK TOTAL	**$2,500.00**
15256	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SERVICES - JULY 2024	201610	54200	$930.00
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SERVICES - AUG 2024	201610	54200	$1,262.50
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SERVICES - OCT 2024	201610	54200	$1,889.27
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SERVICES - NOV 2024	201610	54200	$668.75

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SERVICES - DEC 2024	201610	54200	$1,553.75
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SERVICES - JAN 2025	201610	54200	$1,777.50
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - JULY 2024	201610	54200	$337.50
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - JULY 2024	100	22109	$41.25
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - JULY 2024	100	22109	$135.00
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - AUG 2024	100	22109	$202.50
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - OCT 2024	201610	54200	$187.50
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - OCT 2024	100	22109	$125.00
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - OCT 2024	100	22109	$211.25
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - OCT 2024	100	22109	$232.50
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - NOV 2024	100	22109	$125.00
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - NOV 2024	100	22109	$623.75
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - DEC 2024	100	22109	$125.00
	4/29/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - JAN 2025	100	22109	$170.00
						CHECK TOTAL	**$10,598.02**
15257	4/29/2025	LA COUNTY ASSESSOR OFFICE		SBF ABSTRACT - MAR 2025	100230	52314	$200.00
						CHECK TOTAL	**$200.00**
15258	4/29/2025	LANCE SOLL & LUNGHARD LLP		PROF. SVCS - 2025 GOVERNMENT AUDIT	100210	54010	$12,865.00
						CHECK TOTAL	**$12,865.00**
15259	4/29/2025	LANDS' END INC		BANKS CHARGES FEE	100210	52255	$20.00
						CHECK TOTAL	**$20.00**
15260	4/29/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS- ON-CALL ENGR/ARCHITECTURAL SVCS - DEC 2024	100615	54400	$1,620.00
	4/29/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS- ON-CALL ENGR/ARCHITECTURAL SVCS - DEC 2024	207615	54400	$4,937.50
	4/29/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS- ON-CALL ENGR/ARCHITECTURAL SVCS - DEC 2024	301630	56104	$16,518.00
	4/29/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS- ON-CALL ENGR/ARCHITECTURAL SVCS - JAN 2025	100615	54400	$900.00

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	4/29/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS- ON-CALL ENGR/ARCHITECTURAL SVCS - JAN 2025	207615	54400	$4,517.50
	4/29/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS- ON-CALL ENGR/ARCHITECTURAL SVCS - JAN 2025	301630	56104	$13,538.50
	4/29/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS- ON-CALL ENGR/ARCHITECTURAL SVCS - FEB 2025	100615	54400	$180.00
	4/29/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS- ON-CALL ENGR/ARCHITECTURAL SVCS - FEB 2025	207615	54400	$450.00
	4/29/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS- ON-CALL ENGR/ARCHITECTURAL SVCS - FEB 2025	301630	56104	$775.00
	4/29/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS- ON-CALL ENGR/ARCHITECTURAL SVCS - MAR 2025	301630	56104	$50.00
	4/29/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS- ON-CALL ENGR/ARCHITECTURAL SVCS - MAR 2025	100615	54400	$540.00
	4/29/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS- ON-CALL ENGR/ARCHITECTURAL SVCS - MAR 2025	207615	54400	$1,386.25
						CHECK TOTAL	**$45,412.75**
15261	4/29/2025	LOS ANGELES COUNTY PUBLIC WORKS		SYCAMORE CYN PARK-SUMP PUMP (INSPECT: 12/24-03/25)	100630	52320	$1,336.23
						CHECK TOTAL	**$1,336.23**
15262	4/29/2025	LOWE'S BUSINESS ACCOUNT		OPERATING SUPPLIES (PARKS/CG040125)	100630	52320	$122.79
	4/29/2025	LOWE'S BUSINESS ACCOUNT		PARK MAINT (CG-040225)	100630	52320	$111.93
	4/29/2025	LOWE'S BUSINESS ACCOUNT		PARK MAINT (CG-040225)	100630	52320	$30.69
						CHECK TOTAL	**$265.41**
15263	4/29/2025	MANISHA SULAKHE		T&T COMMISSION STIPEND - DEC 2024	100610	52525	$45.00
						CHECK TOTAL	**$45.00**
15264	4/29/2025	MARY BASHFORD		HIP PLHA CONTRACTOR 547 N. PLATINA DRIVE -SALATA	224440	54900	$16,990.00
	4/29/2025	MARY BASHFORD		HIP PLHA CONTRACTOR 547 N. PLATINA DRIVE -SALATA	224440	54900	$1,888.00
						CHECK TOTAL	**$18,878.00**
15265	4/29/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41-MARCH2025)	241641	55524	$5,623.27
	4/29/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41-MARCH2025)	239639	55524	$13,715.50

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/29/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41-MARCH2025)	238638	55524	$16,460.60
	4/29/2025	MCE CORPORATION		ROAD MAINTENANCE SERVICES (MARCH2025)	201655	55530	$3,018.60
	4/29/2025	MCE CORPORATION		ROAD MAINTENANCE SERVICES (MARCH2025)	100655	55530	$4,462.29
	4/29/2025	MCE CORPORATION		ROAD MAINTENANCE SERVICES (MARCH2025)	100655	55528	$9,015.00
						CHECK TOTAL	**$52,295.26**
15266	4/29/2025	MOBILE RELAY ASSOCIATES INC		RECURRING SERVICES FOR EMERGENCY PREPARDNESS	100350	52300	$78.75
						CHECK TOTAL	**$78.75**
15267	4/29/2025	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP (KRAIL 041125-050825)GS&SG	100655	51250	$455.52
						CHECK TOTAL	**$455.52**
15268	4/29/2025	NETFILE INC		ANNUAL RENEWAL - NETFILE - FY 24-25	100230	52314	$4,300.00
						CHECK TOTAL	**$4,300.00**
15269	4/29/2025	NORTH AMERICAN YOUTH ACTIVITIES LLC		CONTRACT CLASS INSTRUCTOR - SOCCER	100520	55320	$1,184.40
						CHECK TOTAL	**$1,184.40**
15270	4/29/2025	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	$473.00
						CHECK TOTAL	**$473.00**
15271	4/29/2025	ONE TIME PAY VENDOR	CHRISTINE ATTEW	RECREATION REFUND	100	20202	$245.00
						CHECK TOTAL	**$245.00**
15272	4/29/2025	ONE TIME PAY VENDOR	CONNIE CRAWFORD	RECREATION PROGRAM REFUND	100	20202	$20.00
						CHECK TOTAL	**$20.00**
15273	4/29/2025	ONE TIME PAY VENDOR	DIAMOND BAR COMMUNITY FOUNDATION	FACILITY REFUND	100	20202	$1,161.26
						CHECK TOTAL	**$1,161.26**
15274	4/29/2025	ONE TIME PAY VENDOR	HAI QIAN	RECREATION PROGRAM REFUND	100	20202	$188.00
						CHECK TOTAL	**$188.00**
15275	4/29/2025	ONE TIME PAY VENDOR	JESSICA WANG	RECREATION PROGRAM REFUND	100	20202	$29.75

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$29.75**
15276	4/29/2025	ONE TIME PAY VENDOR	LISA MUNOZ	FACILITY REFUND	100	20202	$942.14
	4/29/2025	ONE TIME PAY VENDOR	LISA MUNOZ	FACILITY REFUND	100	20202	$192.00
						CHECK TOTAL	**$1,134.14**
15278	4/29/2025	ONE TIME PAY VENDOR	FATIMA SIMON-AKILL	FACILITY REFUND - BUS PKG	100	20202	$361.19
						CHECK TOTAL	**$361.19**
15279	4/29/2025	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS-MARCH2025)	201630	55505	$1,250.00
	4/29/2025	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS-MARCH2025)	100510	55505	$6,029.22
	4/29/2025	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS-MARCH2025)	100630	55505	$28,091.57
	4/29/2025	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINT (PARKS-AS NEEDED SUMMITRIDGE)	100630	52320	$4,289.00
						CHECK TOTAL	**$39,659.79**
15280	4/29/2025	PBLA ENGINEERING INC		DESIGN SERVICES (MARCH2025)	301630	56104	$690.00
						CHECK TOTAL	**$690.00**
15281	4/29/2025	PRO1PRINT, LLC		PRINTING OF LFHZ MAP FOR PUBLIC SAFETY EVENTS	100310	53510	$59.27
						CHECK TOTAL	**$59.27**
15282	4/29/2025	PROMO DIRECT		BAGS FOR WINDMILL HUNT	100520	51200	$739.11
						CHECK TOTAL	**$739.11**
15283	4/29/2025	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	$878.00
	4/29/2025	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	$920.00
						CHECK TOTAL	**$1,798.00**
15284	4/29/2025	PYRO COMM SYSTEMS INC		CITYHALL FIRE ALARM MONITOR (040125-063025)	100620	52320	$135.00
						CHECK TOTAL	**$135.00**
15285	4/29/2025	QUICK BOARD UP & GLASS REPLACEMENT VERDAYES INC		BOARDING UP OF 23836 TWIN PINES LANE (C0DE CASE)	100430	55120	$3,350.00
						CHECK TOTAL	**$3,350.00**
15286	4/29/2025	RAPHAEL H PLUNKETT		T&T COMMISSION STIPEND - DEC 2024	100610	52525	$[illegible]

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$45.00**
15287	4/29/2025	RODNEY DEAN		REMOTE PILOT (DRONE) CERTIFICATION TRAINING	100240	52415	$2,980.00
						CHECK TOTAL	**$2,980.00**
15288	4/29/2025	ROMULO T MORALES		T&T COMMISSION STIPEND - DEC 2024	100610	52525	$45.00
						CHECK TOTAL	**$45.00**
15289	4/29/2025	SC FUELS		FLEET FUEL (031625-033125)	502130	52330	$84.16
	4/29/2025	SC FUELS		FLEET FUEL (031625-033125)	502430	52330	$115.39
	4/29/2025	SC FUELS		FLEET FUEL (031625-033125)	502620	52330	$373.20
	4/29/2025	SC FUELS		FLEET FUEL (031625-033125)	502630	52330	$474.71
	4/29/2025	SC FUELS		FLEET FUEL (031625-033125)	502655	52330	$892.11
	4/29/2025	SC FUELS		FLEET FUEL (040125-041525)	502130	52330	$41.80
	4/29/2025	SC FUELS		FLEET FUEL (040125-041525)	502430	52330	$63.41
	4/29/2025	SC FUELS		FLEET FUEL (040125-041525)	502630	52330	$183.01
	4/29/2025	SC FUELS		FLEET FUEL (040125-041525)	502620	52330	$451.42
	4/29/2025	SC FUELS		FLEET FUEL (040125-041525)	502655	52330	$1,160.10
						CHECK TOTAL	**$3,839.31**
15290	4/29/2025	SIMPSON ADVERTISING INC		LAYOUT AND DESIGN OF MAY 2025 NEWSLETTER	100240	54900	$1,775.00
						CHECK TOTAL	**$1,775.00**
15291	4/29/2025	SOCIAL VOCATIONAL SERVICES		MAINTENANCE: LITTER & WEED REMOVAL (MAR2025)	100645	55528	$3,113.00
						CHECK TOTAL	**$3,113.00**
15292	4/29/2025	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		EVENT AV ASSISTANCE	250170	51200	$260.00
	4/29/2025	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		FACILITIES LEASE	100130	52302	$2,755.80
						CHECK TOTAL	**$3,015.80**
15293	4/29/2025	SPECTRUM BUSINESS		INTERNET SERVICE - HERITAGE PARK - APR 2025	100230	54030	$276.21
						CHECK TOTAL	**$276.21**
15294	4/29/2025	SPORTS VENUE PADDING INC		CONTRACT CLASS EQUIPMENT	100520	51200	$2,205.47

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$3,305.67**
15295	4/29/2025	STAY GREEN INC		LANDSCAPE MAINTENANCE (CITY HALL)	100620	52320	$1,190.00
						CHECK TOTAL	**$1,190.00**
15296	4/29/2025	STUMP FENCE CO		PARK MAINT REPAIR (PAULCGROWPARK)	100630	52320	$1,380.00
						CHECK TOTAL	**$1,380.00**
15297	4/29/2025	SURENDRA R MEHTA		T&T COMMISSION STIPEND - DEC 2024	100610	52525	$45.00
						CHECK TOTAL	**$45.00**
15298	4/29/2025	THE CITY OF DIAMOND BAR COMMUNITY FOUNDATION		14TH ANNUAL GOLFING "FORE" THE KIDS	101110	52600	$200.00
						CHECK TOTAL	**$200.00**
15299	4/29/2025	THE COMDYN GROUP INC		GIS SUPPORT - 12/28/24-02/21/25	100230	54900	$8,125.41
	4/29/2025	THE COMDYN GROUP INC		GIS SUPPORT - 2/22/25-4/18/25	100230	54900	$7,513.82
						CHECK TOTAL	**$15,639.23**
15300	4/29/2025	THE GAS COMPANY		GAS @ CITYHALL (031325-041125)	100620	52215	$1,250.86
	4/29/2025	THE GAS COMPANY		GAS @ HERITAGE PARK (031425-041425)	100630	52215	$248.83
	4/29/2025	THE GAS COMPANY		GAS @ DBC (031725-041525)	100510	52215	$1,704.62
						CHECK TOTAL	**$3,204.31**
15301	4/29/2025	THE LITTLE ZOO		SPRING MINI CAMP - ENTERTAINMENT	100520	55315	$409.74
						CHECK TOTAL	**$409.74**
15302	4/29/2025	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD PL2024-76	100	22107	$764.70
	4/29/2025	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD PL2023-46	100	22107	$881.89
	4/29/2025	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD PL2022-74	100	22107	$881.89
						CHECK TOTAL	**$2,528.48**
15303	4/29/2025	THOMAS DONINI		SENIOR DANCE DJ, 24/25	100520	55310	$400.00
						CHECK TOTAL	**$400.00**
15304	4/29/2025	TRANE SERVICE GROUP INC		DBC QRTLY MAINT (040125-063025) FY24-25	100510	52310	$6,276.00

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	4/29/2025	TRANE SERVICE GROUP INC		MECH BAS QTRLY SERVICE (PANTERA)FY24-25	100630	52320	$890.26
	4/29/2025	TRANE SERVICE GROUP INC		DBC AC REPLACEMENT & AIR QUALI	301630	56104	$10,000.00
						CHECK TOTAL	**$17,166.26**
15305	4/29/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 4/8/25-4/10/25	503230	56135	$2,400.00
						CHECK TOTAL	**$2,400.00**
15306	4/29/2025	ULINE INC		BEVERAGE CONTAINER RECYCLING PROGRAM	254180	51300	$1,816.43
						CHECK TOTAL	**$1,816.43**
15307	4/29/2025	ULTIMATE MAINTENANCE SERVICES INC		JANITORIAL SERVICES -040125	100630	55505	$3,070.00
	4/29/2025	ULTIMATE MAINTENANCE SERVICES INC		JANITORIAL SERVICES -040125	100510	55505	$9,650.00
	4/29/2025	ULTIMATE MAINTENANCE SERVICES INC		JANITORIAL SERVICES -040125	100620	52320	$12,075.00
						CHECK TOTAL	**$24,795.00**
15308	4/29/2025	UNDERGROUND SERVICE ALERT OF SO CA		US DIGALERT/CA STATE FEE - APR 2025	100610	54900	$58.12
	4/29/2025	UNDERGROUND SERVICE ALERT OF SO CA		US DIGALERT/MONTHLY SERVICE - MAR 2025	100610	54900	$124.70
	4/29/2025	UNDERGROUND SERVICE ALERT OF SO CA		US DIGALERT - MONTHLY SERVICES - NOV 2024	100610	54900	$211.65
						CHECK TOTAL	**$394.47**
15309	4/29/2025	US BANK		CALCARD STATEMENT - MARCH 2025	999	28100	$18,555.00
						CHECK TOTAL	**$18,555.00**
15310	4/29/2025	VIDIFLO LLC		AV & TELEPRODUCTION SYSTEM ENGINEERING CONSULTANT	100240	55000	$0.00
	4/29/2025	VIDIFLO LLC		AV & TELEPRODUCTION SYSTEM ENGINEERING CONSULTANT	270240	55000	$750.00
						CHECK TOTAL	**$750.00**
15311	4/29/2025	WALNUT VALLEY WATER DISTRICT		D38W - (030125-033125)	238638	52220	$6,212.31
	4/29/2025	WALNUT VALLEY WATER DISTRICT		D38(R)W - (030125-033125)	238638	52220	$1,094.80
	4/29/2025	WALNUT VALLEY WATER DISTRICT		D39W - (030125-033125)	239639	52220	$3,596.04
	4/29/2025	WALNUT VALLEY WATER DISTRICT		D41W-(030125-033125)	241641	52220	$3,842.13

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	4/29/2025	WALNUT VALLEY WATER DISTRICT		DBCW-(030125-033125)	100510	52220	$428.02
	4/29/2025	WALNUT VALLEY WATER DISTRICT		PARKSW-(030125-033125)	100630	52220	$9,297.90
	4/29/2025	WALNUT VALLEY WATER DISTRICT		PARKS(R)W-(030125-033125)	100630	52220	$599.09
	4/29/2025	WALNUT VALLEY WATER DISTRICT		CITYHALLW-(030125-033125)	100620	52220	$1,106.93
						CHECK TOTAL	**$26,277.22**
15312	4/29/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES	100620	51200	$60.09
	4/29/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES	100510	51210	$632.82
	4/29/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	$557.66
	4/29/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL)	100620	51200	$1,957.94
	4/29/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL)	100620	51200	$1,792.66
						CHECK TOTAL	**$5,001.17**
15313	4/29/2025	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (031625-033125)	100645	55522	$7,848.50
	4/29/2025	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (D39/031625-033125)	239639	55522	$2,100.00
	4/29/2025	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (040125-041525)	100645	55522	$6,576.00
	4/29/2025	WEST COAST ARBORISTS INC		TREE MAINTENANCE D39 (040125-041525)	239639	55522	$1,205.00
						CHECK TOTAL	**$17,729.50**
15314	4/29/2025	WESTERN A/V		REPLACEMENT PROJECTOR FOR DIAMOND BAR CENTER	503230	56130	$27,829.45
						CHECK TOTAL	**$27,829.45**
15315	4/29/2025	WILLDAN GEOTECHNICAL		GEOTECH REVIEW - 2537 INDIAN CREEK - THRU 2/28/25	100	22109	$840.00
						CHECK TOTAL	**$840.00**
15316	4/29/2025	YUNEX CORP		BREA CYN/LYCOMING CABINET INSTALL	100	22109	$3,185.00
	4/29/2025	YUNEX CORP		BATTERY BACK-UP/CCTV REPLACEMENT - FY 24/25	207610	56102	$52,035.00
	4/29/2025	YUNEX CORP		BATTERY BACK-UP/CCTV REPLACEMENT - FY 24/25	207610	56102	$9,990.00
						CHECK TOTAL	**$65,210.00**
15317	4/29/2025	ZONES IT SOLUTIONS INC		PRINTER TONERS	206650	51200	$267.84

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$267.84**
15318	4/29/2025	ZW USA INC		DOGGIE BAGS FY24/25 (2ND SHIPMENT)	250170	51200	$7,972.56
						CHECK TOTAL	**$7,972.56**
						GRAND TOTAL	**$3,479,378.32**

Agenda #: 5.3
Meeting Date: May 6, 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 March 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
Jason Jacobsen, Finance Director 5/6/2025

REVIEWED BY:

Jason Jacobsen

Jason Jacobsen, Finance Director 4/30/2025

Attachments:

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

CITY OF DIAMOND BAR - CITY TREASURER'S CASH BALANCE REPORT
AS OF MARCH 31, 2025

CASH & INVESTMENT BALANCES

Cash Funds			
General Account	$1,538,485.06		
Payroll Account	$0.00		
Change Fund - General Fund	$300.00		
Petty Cash Account	$553.00		
Cash With Fiscal Agent (US Bank 2021 Bonds)	$3,453.76		
Total Cash Funds			**$1,542,791.82**
City & LAIF Invested Funds (Book Value):			
Local Agency Investment Fund	$2,175,563.70		
City-Managed Fixed-Income Securities (0-5 year maturity)	$66,518,660.47		
Total Investment Funds (Book Value)			**$68,694,224.17**
Fiscal Year-To-Date Effective Rate of Return (City Funds & LAIF)	3.78%	(9 months)	
Fiscal YTD Interest Earnings (City Funds & LAIF)	$1,956,206.50	(9 months)	
FY 2024-25 Budgeted Interest Earnings (City Funds & LAIF)	$1,608,100.00	(12 Months)	
Invested Funds With OPEB Trust (Managed by CalPERS/State Street)			**$908,796.72**
Annualized rate of return as of 06/30/2024 (since 6/30/16, 8 yrs)	4.24%		
OPEB Trust Fiscal Year-To-Date Earnings	$37,973.86	(9 months)	
GRAND TOTAL - CASH & INVESTMENTS			**$71,145,812.71**

CITY OF DIAMOND BAR
INVESTMENT PORTFOLIO SUMMARY REPORT
March 31, 2025

INVESTMENTS	BOOK VALUE	PERCENT OF PORTFOLIO	TERM	DAYS TO MATURITY	YIELD TO MATURITY
Federal Credit Union CD	$15,871,000.00	23.10%	1,417	818	4.279%
Local Agency Investment Fund	$2,175,563.70	3.17%	1	1	4.366%
Corporate Notes	$3,658,020.13	5.33%	1,704	1,477	4.896%
Federal Agency Coupon Securities	$8,147,209.88	11.86%	1,522	672	4.125%
Treasury Coupon Securities	$6,085,892.74	8.86%	1,487	607	3.045%
Federal Agency Callable	$7,749,739.15	11.28%	1,719	416	2.361%
Certificates of Deposit-Banks	$8,023,389.50	11.68%	1,530	796	3.833%
Municipal Bonds	$1,769,730.06	2.58%	1,598	688	4.204%
Money Market Fund	$15,213,679.01	22.15%	1	1	4.270%
Total Investments and Averages	**$68,694,224.17**	**100.00%**	**1,145**	**559**	**3.915%**

	MONTH ENDING March 31, 2025	FISCAL YEAR-TO-DATE 2024-2025
TOTAL INTEREST EARNED	**$214,195.35**	**$1,956,206.50**

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

City of Diamond Bar
Portfolio Management
Portfolio Summary
March 31, 2025

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	23.10	1,417	818	4.279
Local Agency Investment Funds	2,175,563.70	2,142,557.13	2,175,563.70	3.17	1	1	4.366
Corporate Notes	3,800,000.00	3,658,020.13	3,658,020.13	5.33	1,704	1,477	4.896
Federal Agency Coupon Securities	8,125,000.00	8,167,878.38	8,147,209.88	11.86	1,522	672	4.125
Treasury Coupon Securities	6,125,000.00	6,013,365.11	6,085,892.74	8.86	1,487	607	3.045
Federal Agency Callable	7,750,000.00	7,392,330.73	7,749,739.15	11.28	1,719	416	2.361
Certificate of Deposit	8,122,000.00	7,895,697.68	8,023,389.50	11.68	1,530	796	3.833
Municipal Bonds	1,845,000.00	1,751,351.31	1,769,730.06	2.58	1,598	668	4.204
Money Market Fund	15,213,679.01	15,213,679.01	15,213,679.01	22.15	1	1	4.270
Investments	**69,027,242.71**	**68,040,604.94**	**68,694,224.17**	**100.00%**	**1,145**	**559**	**3.915**

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	214,195.35	1,956,206.50
Average Daily Balance	**68,893,174.81**	**68,849,622.40**
Effective Rate of Return	**3.66%**	**3.78%**

04/28/2025

Jason M. Jacobsen, Finance Director

Reporting period 03/01/2025-03/31/2025

Run Date: 04/28/2025 - 11:10

Portfolio POOL
AP
PM (PRF_PM1) 7.3.0

City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
March 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Term	Days to 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	624	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	1,582	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	1,570	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	1,072	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	48	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	903	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	1,239	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	1,527	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	90	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	847	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	1,504	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	1,388	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	196	4.600	10/14/2025
19058RAG6	10684	COASTAL1CU		07/22/2024	249,000.00	249,000.00	249,000.00	4.550	1,460	1,207	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	307	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	301	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	147	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	1,589	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	801	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	1,301	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	1,610	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	1,512	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	302	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	810	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	1,203	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	121	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	331	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	538	3.600	09/21/2026
42869GAB2	10639	Hickam		01/31/2024	249,000.00	249,000.00	249,000.00	4.150	1,461	1,035	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	671	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	912	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	503	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	608	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	301	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	1,245	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	897	3.400	09/15/2027
56824JBC7	10718	Marine Federal Corp.		08/30/2024	249,000.00	249,000.00	249,000.00	4.000	731	517	4.000	08/31/2026

City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
March 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Term	Days to Maturity	YTM/C	Maturity Date
Federal Credit Union CD												
58404DUA7	10622	Medallion Bank		12/29/2023	248,000.00	248,000.00	248,000.00	4.500	1,096	637	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	346	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	1,133	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	360	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	1,437	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	433	5.050	06/08/2026
682325EK7	10676	One Community Bank		06/18/2024	249,000.00	249,000.00	249,000.00	4.850	913	626	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	503	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	1,339	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	97	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	723	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	356	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	842	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	1,331	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	619	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	1,212	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	1,442	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	178	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	59	3.100	05/30/2025
90353EBC6	10550	USF FCU		03/15/2023	249,000.00	249,000.00	249,000.00	5.050	915	167	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	1,308	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	912	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	561	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	206	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	1,521	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	1,366	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	1,308	5.200	10/30/2028
		Subtotal and Average	**16,079,000.00**		**15,871,000.00**	**15,805,725.46**	**15,871,000.00**		**1,417**	**818**	**4.279**	
Local Agency Investment Funds												
LAIF	10028	Local Agency Investment Fund			2,175,563.70	2,142,557.13	2,175,563.70	4.366	1	1	4.366	
		Subtotal and Average	**2,175,563.70**		**2,175,563.70**	**2,142,557.13**	**2,175,563.70**		**1**	**1**	**4.366**	
Corporate Notes												
06406YAA0	10732	Bank of NY Mello Corp.		01/13/2025	350,000.00	324,683.23	324,683.23	3.300	1,683	1,605	5.170	08/23/2029
06048WR36	10515	Bank of America Corp.		12/27/2022	500,000.00	470,429.96	470,429.96	2.000	1,638	812	5.000	06/22/2027

City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
March 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Term	Days to Maturity	YTM/C	Maturity Date
Corporate Notes												
17325FBK3	10733	CITIBANK		01/13/2025	350,000.00	347,249.58	347,249.58	4.838	1,666	1,557	5.042	08/06/2029
29736RAP5	10737	ESTEE LAUDER CO		03/25/2025	300,000.00	270,997.58	270,997.58	2.375	1,712	1,705	4.707	12/01/2029
24422EXB0	10668	JOHN DEERE CAPITAL CORP		05/29/2024	500,000.00	499,545.12	499,545.12	4.950	1,507	1,200	4.979	07/14/2028
46647PAX4	10731	JP Morgan Chase		01/07/2025	400,000.00	392,921.10	392,921.10	4.452	1,793	1,344	4.980	12/05/2029
49177JAH5	10738	KENVUE INC		03/25/2025	300,000.00	305,384.96	305,384.96	5.000	1,823	1,816	4.581	03/22/2030
59217GFT1	10734	MET LIFE GLOBAL		01/09/2025	500,000.00	499,322.34	499,322.34	4.900	1,826	1,744	4.932	01/09/2030
637432NV3	10739	NATIONAL RURAL UTILITIES COOPE		03/25/2025	300,000.00	269,933.12	269,933.12	2.400	1,816	1,809	4.691	03/15/2030
808513BX2	10740	CHARLES SCHWAB		03/25/2025	300,000.00	277,553.14	277,553.14	2.750	1,651	1,644	4.611	10/01/2029
		Subtotal and Average	**2,787,069.25**		**3,800,000.00**	**3,658,020.13**	**3,658,020.13**		**1,704**	**1,477**	**4.896**	
Federal Agency Coupon Securities												
17325FBB3	10631	CITIBANK		01/30/2024	750,000.00	772,140.50	772,140.50	5.803	1,704	1,277	4.847	09/29/2028
3133ENZG8	10458	Federal Farm Credit Bank		07/11/2022	500,000.00	500,206.34	500,206.34	3.375	1,075	80	3.176	06/20/2025
3133EPCG8	10545	Federal Farm Credit Bank		03/01/2023	1,000,000.00	996,637.19	996,637.19	4.125	1,736	974	4.267	12/01/2027
3133EPQC2	10572	Federal Farm Credit Bank		08/02/2023	1,000,000.00	999,562.44	999,562.44	4.625	1,080	472	4.661	07/17/2026
3130ASGU7	10432	Federal Home Loan Bank		06/16/2022	1,000,000.00	1,020,268.00	999,599.50	3.500	1,821	801	3.520	06/11/2027
3130ASJ59	10447	Federal Home Loan Bank		07/18/2022	1,000,000.00	1,002,609.33	1,002,609.33	3.375	1,425	437	3.141	06/12/2026
313373B68	10537	Federal Home Loan Bank		02/27/2023	500,000.00	498,926.26	498,926.26	4.375	1,110	346	4.619	03/13/2026
3130AWMN7	10563	Federal Home Loan Bank		07/21/2023	500,000.00	502,834.08	502,834.08	4.375	1,785	1,165	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	360	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	496	4.250	08/10/2029
45818WED4	10498	INTER-AMERICAN DEV. BANK		09/13/2022	500,000.00	494,485.78	494,485.78	2.980	1,731	800	3.902	06/10/2027
61746BCY0	10708	Morgan Stanley Bank		08/01/2024	300,000.00	305,208.46	305,208.46	6.250	738	495	4.888	08/09/2026
		Subtotal and Average	**8,147,551.30**		**8,125,000.00**	**8,167,878.38**	**8,147,209.88**		**1,522**	**672**	**4.125**	
Treasury Coupon Securities												
91282CMG3	10735	UST		02/13/2025	300,000.00	297,077.77	297,077.77	4.250	1,813	1,766	4.477	01/31/2030
91282CMD0	10736	UST		02/13/2025	325,000.00	323,417.86	323,417.86	4.375	1,782	1,735	4.489	12/31/2029
91282CDQ1	10403	U.S. Treasury		01/04/2022	1,000,000.00	925,664.00	998,191.63	1.250	1,822	639	1.357	12/31/2026
91282CEW7	10436	U.S. Treasury		07/14/2022	1,000,000.00	1,004,878.93	1,004,878.93	3.250	1,812	820	3.014	06/30/2027
9128285J5	10445	U.S. Treasury		07/18/2022	1,000,000.00	999,307.22	999,307.22	3.000	1,201	213	3.125	10/31/2025
9128285C0	10456	U.S. Treasury		07/11/2022	1,000,000.00	999,251.01	999,251.01	3.000	1,177	182	3.158	09/30/2025
91282CEU1	10459	U.S. Treasury		07/08/2022	1,000,000.00	999,655.97	999,655.97	2.875	1,073	75	3.051	06/15/2025
91282CEE7	10654	U.S. Treasury		04/08/2024	500,000.00	464,112.35	464,112.35	2.375	1,818	1,460	4.393	03/31/2029
		Subtotal and Average	**7,440,066.63**		**6,125,000.00**	**6,013,365.11**	**6,085,892.74**		**1,487**	**607**	**3.045**	

City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
March 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Term	Days to Maturity	YTM/C	Maturity Date
Federal Agency Callable												
3133EMSH6	10258	Federal Farm Credit Bank		03/03/2021	500,000.00	463,515.50	500,000.00	0.790	1,826	336	0.790	03/03/2026
3133EMVS8	10259	Federal Farm Credit Bank		04/14/2021	500,000.00	468,659.00	500,000.00	0.690	1,461	13	0.690	04/14/2025
3133ENKG4	10397	Federal Farm Credit Bank		01/11/2022	1,000,000.00	933,642.00	1,000,000.00	1.470	1,826	650	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	665	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	874	4.030	08/23/2027
3133EREU1	10667	Federal Farm Credit Bank		05/29/2024	500,000.00	499,873.73	499,873.73	5.000	537	230	5.041	11/17/2025
3130AL7M0	10254	Federal Home Loan Bank		02/24/2021	500,000.00	460,993.50	499,865.42	0.625	1,826	53	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	27	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	90	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	1,427	5.000	02/26/2029
		Subtotal and Average	**7,749,725.46**		**7,750,000.00**	**7,392,330.73**	**7,749,739.15**		**1,719**	**416**	**2.361**	
Certificate of Deposit												
06406GAA9	10717	Bank of NY Mello Corp.		08/01/2024	500,000.00	472,668.96	472,668.96	3.000	1,551	1,216	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	338	0.000	03/05/2026
06051GGA1	10716	Bank of America Corp.		08/01/2024	300,000.00	290,479.59	290,479.59	3.248	1,176	933	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	48	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	778	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	62	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	1,479	5.010	04/19/2029
3135GARH6	10655	Federal National Mtg Assn		04/16/2024	500,000.00	500,000.00	500,000.00	5.650	1,826	15	5.650	04/16/2029
356436AR6	10658	Freedom Northwest CU		04/19/2024	249,000.00	249,000.00	249,000.00	4.550	1,826	1,479	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	525	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	57	1.010	05/28/2025
46625HQW3	10709	JP Morgan Chase		08/01/2024	300,000.00	295,677.63	295,677.63	3.300	608	365	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	98	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	356	1.800	03/23/2026
69353RFG8	10669	PNC BANK NA		05/29/2024	500,000.00	474,073.74	474,073.74	3.100	1,244	937	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	344	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	49	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	847	3.402	07/27/2027
89236TLD5	10670	Toyota MTR Credit Corp		05/29/2024	500,000.00	501,669.16	501,669.16	5.400	905	598	5.179	11/20/2026
882508CG7	10653	TEXAS INSTRUME		04/01/2024	750,000.00	753,024.88	753,024.88	4.600	1,774	1,409	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	526	0.000	09/09/2026
91159HHW3	10715	US BANK CORP		08/01/2024	300,000.00	277,642.37	277,642.37	3.000	1,824	1,581	4.964	07/30/2029
91282CKG5	10657	UST		04/22/2024	750,000.00	736,153.17	736,153.17	4.125	1,804	1,460	4.647	03/31/2029

City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
March 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Term	Days to Maturity	YTM/C	Maturity Date
		Subtotal and Average	**8,022,103.16**		**8,122,000.00**	**7,895,697.68**	**8,023,389.50**		**1,530**	**796**	**3.833**	
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	61	0.952	06/01/2025
54438CYL0	10523	LOS ANGELES CA CMNTY CLG DIST		01/05/2023	365,000.00	349,369.60	349,369.60	1.174	1,304	487	4.700	08/01/2026
738850TA4	10522	POWAY UNIFIED SCHOOL DIST		01/04/2023	1,230,000.00	1,170,360.46	1,170,360.46	2.414	1,670	852	4.750	08/01/2027
		Subtotal and Average	**1,768,276.84**		**1,845,000.00**	**1,751,351.31**	**1,769,730.06**		**1,598**	**668**	**4.204**	
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	15,213,679.01	15,213,679.01	15,213,679.01	4.270	1	1	4.270	
52470G882	10561	Western Asset		05/25/2023	0.00	0.00	0.00	5.150	1	1	5.150	
		Subtotal and Average	**14,723,818.47**		**15,213,679.01**	**15,213,679.01**	**15,213,679.01**		**1**	**1**	**4.270**	
		Total and Average	**68,893,174.81**		**69,027,242.71**	**68,040,604.94**	**68,694,224.17**		**1,145**	**559**	**3.915**	

City of Diamond Bar
Portfolio Management
Portfolio Details - Cash
March 31, 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	68,893,174.81		69,027,242.71	68,040,604.94	68,694,224.17		1,145	559	3.915

City of Diamond Bar
Portfolio Management
Activity Summary
March 2024 through March 2025

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
March	**2024**	117	72,802,645.09	3.856	3.909	4.232	7	0	954	490
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
	Average	**130**	**70,919,559.75**	**3.912%**	**3.966%**	**4.405**	**4**	**1**	**1,092**	**561**

Agenda #: 5.4
Meeting Date: May 6, 2025

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH PROCLAMATION.**

STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Adopt the Proclamation declaring May as Asian American and Pacific Islander Heritage Month.

BACKGROUND:

Asian American Pacific American Heritage (AAPI) Month is a month to celebrate and pay tribute to the contributions generations of Asian Americans and Pacific Islanders have made to American history, society and culture.

The origin of AAPI Heritage Month dates back to the 95th Congress (1977-1978) when five joint resolutions were introduced proposing that a week in May be designated to commemorate the accomplishments of AAPIs.

On March 28, 1978, President Carter issued Proclamation 4650, the first presidential proclamation, for Asian/Pacific American Heritage Week. In this proclamation, President Carter spoke of the significant role Asian/Pacific Americans have played in the creation of a dynamic and pluralistic American society with their contributions to the sciences, arts, industry, government and commerce. Over the next ten years, Presidents Carter, Reagan and George H.W. Bush continued to annually issue proclamations designating a week in May as Asian/Pacific American Heritage Week.

On May 7, 1990, President George H.W. Bush issued Presidential Proclamation 6130 designating May 1990 as the first “Asian/Pacific American Heritage Month.”

On May 9, 1990, Congress passed Pub.L.101-283, requesting that the President issue a proclamation which expanded the observance of Asian/Pacific American Heritage

Week to a month. This law called on the people of the United States to observe Asian/Pacific American Heritage Month with “appropriate ceremonies, programs and activities.”

On October 23, 1992, Congress passed Pub.L.102-450 which permanently designated May of each year as “Asian/Pacific American Heritage Month.” Pursuant to Pub. L. 102-450 Presidents Clinton, George W. Bush, Obama, and Trump have annually issued proclamations designating May as Asian American and Pacific Islander Heritage Month.

The City of Diamond Bar is proud to honor the achievements and accomplishments of Asian Americans and Pacific Islanders and to designate May as Asian American and Pacific Islander Heritage Month.

PREPARED BY:

Kristina Santana
Kristina Santana, City Clerk 5/6/2025

REVIEWED BY:

Attachments:
1. 5.4.a Asian Pacific American Heritage Month Proclamation

PROCLAMATION
"ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH"

WHEREAS, the United States of America is a great mosaic of different races and ethnic groups, each celebrating its unique culture in our society. Asian Americans and Pacific Islander Americans are recognized for the many contributions and countless achievements they have made to our nation; and

WHEREAS, the origin of Asian American and Pacific Islander Heritage Month in the United States dates back to 1978 when a joint congressional resolution established Asian/Pacific American Heritage Week in early May; and

WHEREAS, 12 years later, the commemorative week was expanded to a month by a presidential proclamation, and in 1992, May of each year was permanently designated as a monthlong celebration that is now known as Asian American and Pacific Islander Heritage Month; and

WHEREAS, the theme for the May 2025 observance of Asian American, Native Hawaiian and Pacific Islander Heritage Month is "Advancing Leaders Through Innovation."; and

WHEREAS, Asian American and Pacific Islanders continue to enrich every aspect of our society, including the economy, culture, education, politics, arts, literature, science and technological developments.

NOW THEREFORE, the CITY OF DIAMOND BAR does hereby proclaim **May 2025** as **ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH** and calls upon the Diamond Bar community to join in celebrating this month with appropriate programs and activities.

May 6, 2025

Chia Yu Teng
Mayor

Steve Tye
Mayor Pro Tem

Andrew Chou
Council Member

Stan Liu
Council Member

Ruth M. Low
Council Member

Agenda #: 5.5
Meeting Date: May 6, 2025

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **PUBLIC SERVICE RECOGNITION WEEK PROCLAMATION.**

STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Adopt the Proclamation declaring Public Service Recognition Week.

BACKGROUND:

Public Service Recognition Week is celebrated the first week of May since 1985 (beginning on the first Sunday of the month) to honor the people who serve our nation as federal, state, county, local and tribal government employees.

Public Service Recognition Week celebrates the workforce that puts the public first, with some risking their lives daily to serve the millions of people living in the United States.

Public servants include police officers, firefighters, accountants, clerks, analysts, engineers, planners, librarians, attorneys, inspectors, laborers, computer technicians, and countless other occupations. Public servants provide a vast array of services with efficiency and integrity.

The City of Diamond Bar is proud to honor the people who serve our community and to designate May 4th through the 10th as Public Service Recognition Week.

PREPARED BY:

Kristina Santana
Kristina Santana, City Clerk 5/6/2025

REVIEWED BY:

Attachments:

1. 5.5.a Public Service Recognition Week Proclamation

PUBLIC SERVICE RECOGNITION WEEK PROCLAMATION

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These public employees do the work that keeps our nation working; and

WHEREAS, public employees take not only jobs, but oaths; and

WHEREAS, many public servants, including military personnel, police officers, firefighters, border patrol officers, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, public servants include teachers, doctors, engineers, planners, information technology professionals, recreation employees, administrative and management staff and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, without these public employees at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Diamond Bar does hereby announce and proclaim to all citizens and set seal hereto, that May 4th through 10th, is **Public Service Recognition Week**. All residents are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

May 6, 2025

Chia Yu Teng
Mayor

Steve Tye
Mayor Pro Tem

Andrew Chou
Council Member

Stan Liu
Council Member

Ruth M. Low
Council Member

Agenda #: 5.6
Meeting Date: May 6, 2025

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **APPROPRIATION FOR SPECIAL LEGAL COUNSEL SERVICES.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Appropriate $100,000 from the General Fund Unassigned fund balance for Special Legal Services.

FINANCIAL IMPACT:

A total of $100,000 would be appropriated from the General Fund to the City Attorney Special Legal Services account (100120-54022) to cover such costs.

BACKGROUND/DISCUSSION:

In addition to the City's primary legal services through Woodruff & Smart, the City often enlists the services of additional legal experts to assist in a number of matters important to the community. The City has secured the services of Claire Collins of Hansen Bridgett LLP for special legal counsel services related to issues involving the sanitary sewer system serving properties in the City. Ms. Collins' services were initially retained for a not-to-exceed amount of $45,000 under the City Manager's signature authority. It is anticipated that at some future date, the cost of Ms. Collins' services will exceed that amount and thus, City Council approval of an additional appropriation is required.

It is therefore recommended that the City Council appropriate $100,000 from the available General Fund balance to cover such services.

LEGAL REVIEW:

The City Attorney has reviewed and approved this item as to form.

PREPARED BY:

Daniel Fox
Daniel Fox, City Manager 5/6/2025

REVIEWED BY:

Ryan McLean
Ryan McLean, Assistant City Manager 4/17/2025

Jason Jacobsen
Jason Jacobsen, Finance Director 4/17/2025

Kristina Santana
Kristina Santana, City Clerk 4/23/2025

Daniel Fox
Daniel Fox, City Manager 5/1/2025

Agenda #: 5.7
Meeting Date: May 6, 2025

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **EQUIPMENT RENTAL SERVICES AGREEMENT WITH DOLPHIN RENTS, INC. FOR PARKS & RECREATION RENTAL EQUIPMENT THROUGH JUNE 30, 2028.**

STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve and authorize the City Manager to sign the Equipment Rental Services Agreement with Dolphin Rents, Inc.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement for each fiscal year would be $60,000. Sufficient funds are included in the FY 24/25 Parks & Recreation Department budget to cover the cost of such services through June 30, 2025. Additional funding will be proposed in the FY 25/26 budget for subsequent years. The vendor may request a CPI adjustment after FY 25/26.

BACKGROUND:

The City of Diamond Bar hosts city-wide special events throughout the year that require equipment rental services. Events include: Halloween Party, Winter Snow Fest, Concerts in the Park and Concert Share. Required equipment for these events include canopies/tenting, tables, chairs, staging, pipe & drape, and temporary fencing.

ANALYSIS:

On February 12, 2025 the City published a request for proposals (RFP) on Planet Bids. 104 vendors were notified and three proposals were received from responsible bidders. The deadline for proposals was February 28, 2025. After staff reviewed all responsible proposals, it was determined that Dolphin Rents, Inc. met all the requirements of the RFP. Dolphin Rents, Inc. is recommended based on the pricing structure, references,

and variety of equipment offered.

LEGAL REVIEW:

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

PREPARED BY:

Ryan Wright
Ryan Wright, Parks and Recreation Director 5/6/2025

REVIEWED BY:

Ryan Wright
Ryan Wright, Parks and Recreation Director 4/15/2025

Jason Jacobsen
Jason Jacobsen, Finance Director 4/17/2025

Attachments:
1. 5.7.a Dolphin Rents Agreement

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CONTRACTOR SERVICE AGREEMENT
EQUIPTMENT RENTALS

THIS AGREEMENT (the "Agreement") is made as of April 25, 2025, by and between the City of Diamond Bar, a municipal corporation ("City") and Dolphin Rents, Inc DBA Dolphin Event Services, a Corporation (referred to as the Contractor).

1. Contractor's Services.

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

Andee Williams, Recreation Supervisor (herein referred to as the “City’s Project Manager”), shall be the person to whom the Contractor will report for the performance of services hereunder. It is understood that Contractor shall coordinate its services hereunder with the City’s Project Manager to the extent required by the City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the City’s Project Manager and the City Manager.

2. Term of Agreement. This Agreement shall take effect June 1, 2025, and shall continue until June 30, 2028 unless earlier terminated pursuant to the provisions herein.

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

3. Compensation. City agrees to compensate Contractor for each service which Contractor performs to the satisfaction of City in compliance with the cost proposal provided by contractor set forth in Exhibit "B". 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 sixty thousand dollars per fiscal year ($ 60,000.00) without prior written consent of the City. The above not to exceed amount

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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 vendor the amount invoiced by check within Net 60 days of receipt.

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

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

6. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control. In the event of any inconsistency between this Agreement and the attached exhibits, the following order of precedence shall apply: (1) The Agreement; (2) The City's Request for Proposal (Exhibit "A") and the quotes provided by the Vendor (Exhibit "B").

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. 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 agents or 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, State agency, including 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, its employees or subcontractors, 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 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 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. To the maximum extent permitted by Civil Code section 2782.8, Contractor 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 Contractor's employees or Contractor's contractors;

(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. 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. 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 Contractor's obligations to indemnify, defend and hold harmless the City shall survive termination of this Agreement.

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 $1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

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

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

(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 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 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. 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. Reserved.

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

14. 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.

15. Termination. Either party may terminate this Agreement with or without cause upon forty-five (45) 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 forty fifth (45th) 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.

16. Personnel/Designated Person. 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. Except as otherwise authorized by the City's Project Manager, shall be the person who primarily performs the work provided under this Agreement. Except as provided in this Agreement, 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 in its sole discretion to require Contractor to exclude any employee from performing services on City's premises.

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. Reserved.

19. 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.

20. Reserved.

21. Reserved.

22. 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.

23. Compliance with Laws. Contractor 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 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.

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 Contractors

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.

"CONTRACTOR"	"CITY"
Dolphin Rents, Inc	City of Diamond Bar
915 W. 5th Street	21810 Copley Drive
Azusa, CA 91702	Diamond Bar, CA 91765-4178
Attn.: Kevin Godycki	Attn.: Andee Williams
Phone: 626.795.5131	Phone: 909.839.7067
E-Mail: kevin@dolphinevents.biz	E-mail: awilliams@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 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"

DOLPHIN RENTS, INC

DocuSigned by:
By: Kevin Godycki
0CB80A33CF51437...
Printed Name: Kevin Godycki
Title: Vice President

"CITY"

CITY OF DIAMOND BAR

By: _____
Daniel Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

Approved as to form:

Signed by:
By: Omar Sandoval
4F8D2446CBF547C...
Omar Sandoval, City Attorney

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CITY OF DIAMOND BAR CALIFORNIA

REQUEST FOR PROPOSALS

Equipment Rentals for Special Events

Contract Services

Submission Deadline

FRIDAY, FEBRUARY 28, 2025 by 5 p.m.

Exhibit A

Docusign Envelope ID: 807E69FB-5881-473B-AFEA-F8361CA8D39A

1. INTRODUCTION

The City of Diamond Bar is requesting proposals from qualified Equipment Rental vendors to provide equipment rentals for city special events for fiscal year 25-26 with the option to enter into a four-year agreement if selected.

RFP Date: **February 12, 2025**

Project Name: **Equipment Rentals for Special Events FY25-26**

Department: **Parks and Recreation**

Proposal Deadline: **Friday, February 28, 2025 by 5 p.m.**

Proposals shall be delivered by the proposal deadline via the PlanetBids portal https://vendors.planetbids.com/portal/39500/bo/bo-detail/126259.

All proposals submitted in response to this RFP will become property of the City upon submittal and a matter of public record pursuant to applicable law. Late submittals will not be accepted.

Questions regarding this RFP shall be made in writing via email **Andee Williams, Recreation Supervisor**, at **awilliams@diamondbarca.gov** no later than **Friday, February 18, 2025**. Questions and responses may be made available to all potential proposers.

The City will review all proposals received by the submittal deadline indicated in this RFP. Proposals that do not meet the minimum requirements of this RFP will be rejected. The City reserves the right to select the firm that best meets the overall needs and offers the best overall value to the City based on a variety of criteria, including but not limited to, experience of the design team, quality of work product, successful completion of similar projects, and cost effectiveness, but not solely on the lowest cost of services.

The following tentative schedule has been established for the selection of a firm which is subject to change:

- RFP Posting Date **February 12, 2025**
- Written Questions Deadline **February 18, 2025**
- Proposal Due Date **February 28, 2025**
- Award of Contract **March 14, 2025**

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The City of Diamond Bar shall not be liable for any pre-contractual expenses incurred by any Contractor, nor shall any Contractor include any such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a contractor prior to the date of an executed contract, such as the cost of preparing and submitting a proposal and negotiating any terms with the City.

2. ABOUT THE CITY

Diamond Bar is a scenic community located on the eastern edge of Los Angeles County, within minutes of Orange, Riverside, and San Bernardino counties. With its origin as a center for ranching perched among a landscape of rolling hills in the East San Gabriel Valley, Diamond Bar became one of the first master planned communities in Los Angeles County dating back to 1956, and has grown since that time to be known for its friendly country-living atmosphere, abundant open spaces, exceptional public facilities, well-maintained parks and hiking trails, and excellent schools. In 1989, Diamond Bar became the 86th city in Los Angeles County. Today, Diamond Bar covers 14.9 square miles and is home to 57,177 residents.

Diamond Bar is bounded by the cities of Industry and Pomona to the north, Chino Hills to the east, and unincorporated Los Angeles County to the south and west (Figure B-1; Regional Setting Map). With convenient access to State Routes SR-57 and SR-60, Diamond Bar is within 30 miles driving distance of the cities of Los Angeles, Riverside, and Irvine, making it a desirable destination to live and work. The Industry Metrolink Station lies on the City's northern border, providing east-west transit connections to Los Angeles and Riverside.

3. PROJECT BACKGROUND

The City of Diamond Bar has several special event's that require canopies, tables, chairs, and stages during the 25/26 fiscal year. Events Include: Halloween Party, Winter Snow Fest, Concert Share, and Concert in the Park. Please bid on the information listed below.

4. SCOPE OF WORK AND DELIVERABLES

To be considered, proposals shall identify each task listed below and describe how the firm will accomplish each task. At a minimum, these tasks shall include the following areas of service:

All proposal must be itemized per event and include tax, delivery, and any other additional charges. Please submit your quote based on the information provided.

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Once the vendor has been selected, actual event information and locations will be provided.

Concerts in the Park - Eight weeks of service

- (1) canopy 20x30 white with 12' high legs to go over a stage
- Water barrels needed for canopies over 10 x 10
- Set-up: Monday, June 9 before 12 p.m. noon
- Pick-up: Thursday, July 31 before 12 p.m. noon.
- Canopy will remain in the location for eight weeks
- Location: Summitridge Park – 1600 Grand Ave, Diamond Bar, CA 91765

Halloween Party

- (90) 6x30 tables
- (135) white folding chairs
- (2) 50x60 white canopies
- (2) 30x60 white canopies
- (1) 10x20 white canopies w/ side walls along the backside
- (1) 10x10 white canopy
- (10) 3'H x6'L pipe and drape dividers w/fabric drapery
- Approx. 240-250 feet of the fencing specified below to create a temporary dog park. Fence must be no more than four inches off the ground.
    - White picket fence with two swing gates
    - Bike Barricade with covers and two entrances
    - Crowd Control Barricades with two entrances
- Water barrels needed for all canopies over 10x10 in size
- Set-up: Thursday, October 23 before 12 p.m. noon
- Pick-up: Saturday, October 26 after 3 p.m.
- Location: Pantera Park – 738 Pantera Drive, Diamond Bar, CA 91765

Winter Snow Fest

- (80) 6x30 tables
- (425) White folding chairs
- (2) 50x60 white canopy
- (2) 40x40 white canopies
- (3) 10x10 white canopies
- (2) 10x20 white canopies
- (1) 20x20 White canopy
- (1) 20x30 white canopy to go over stage with 12ft legs
- (6) sidewall 10x10 white
- (1) sidewall 12x30 white (backside of stage canopy)
- (1) Stage 16x24
- (1) Stage legs 30"
- (1) Stage guard rails 4'
- (2) Stage stairs 24"-48"
- (1) Astro turf black 16x24 section
- Water barrels needed for all canopies over 10x10 in size
- Set-up: Wednesday, December 3 before 12 p.m. noon

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- Pick-up: Saturday, December 6 after 4 p.m.
- Location: Pantera Park – 738 Pantera Drive, Diamond Bar, CA 91765

Concert Share –

- (160) 6x30 tables
- (10) 132" round table cloth – black
- Set-up: Tuesday, January 13, 2026 by 8 a.m.
- Pick-up: Wednesday, January 14, 2026 after 2:30 p.m.
- Location: Diamond Bar Center – 1600 Grand Ave, Diamond Bar, CA 91765

5. FORMAT AND CONTENTS OF PROPOSAL

The Contractor's proposal shall contain the following information and shall be organized as follows:

A. Contractor's Experience/References

Provide a list of at least **three** references who may be contacted to discuss their experience working with the Company on similar projects. Please provide contact information including Organization, Name, Title, Address, Phone, Email, Project Name and Date of Completion.

B. Cost for Services

Please complete the attached Cost Proposal – Bid Sheet on PlanetBids.
Provide a detailed not-to-exceed cost proposal to accomplish the services requested. Identify the hourly allocation of resources by discipline and by each task identified in the Scope of Work, include billing rates for personnel, printing, attendance at public meetings, and any other cost anticipated. Please clearly highlight any additional or recommended tasks and associated costs that are included. No additional charges for items such as transportation, out-of-pocket expenses, etc., will be paid unless these are specifically included in the proposal. Contractor must be able to accept payment in check form and provide itemized invoices.

C. Insurance

Proof of insurance requirements addressed in the professional services agreement of this Request for Proposal shall be submitted by the selected Consultant upon execution of the contract as defined under the City's existing purchasing Ordinance.

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The selected Consultant must submit a "Statement Certifying Insurance Coverage" certifying that the required insurance coverage will be obtained by the Consultant, and that the Consultant understands said coverage is prerequisite for entering into an agreement with the City. The Consultant is required to confirm with its insurance carrier that it can meet all the requirements for insurance. Failure to meet the insurance regulations as set forth shall result in proposer's disqualification.

6. SUBCONTRACTING

The Contractor may utilize the service of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Unless a specific Subcontractor is listed by the Contractor, Contractor is representing to City that Contractor has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the Proposal, the Contractor shall not award work to any unlisted Subcontractor(s) without prior written approval of the City. The Contractor shall be fully responsible to the City for the performance of the Subcontractors, and of persons either directly or indirectly employed by them. Nothing contained herein shall create any contractual relation between any Subcontractor and the City.

7. RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to withdraw, reduce, or revise elements of the scope of work prior to the award of any contract. Furthermore, the City reserves the right to reject any or all proposals submitted; and no representation is made hereby that any contract will be awarded pursuant to this Request for Proposal, or otherwise.

All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposer. The City shall only provide the staff assistance and documentation specifically referred to herein and shall not be responsible for any other cost of obligation of any kind which may be incurred by the proposing firm.

8. SUPPORTING DOCUMENTS

Exhibit A – Request for Proposal (RFP)
Exhibit B – Cost Proposal – Bid Sheet

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Exhibit "B"

CITY OF DIAMOND BAR: COST PROPOSAL - BID SHEET	
Company Name	Dolphin Events
Address	915 W 5th Street Azusa, CA 91702
Name & Title	Art Salas - Sales
Phone	626-625-2741
Email	art.s@dolphinevents.biz

Please bid on example.
- Set-up: Thursday, October 23, 2025 before 12 p.m. noon
- Pick-up: Saturday, October 26, 2025 after 3 p.m.
- Location: Pantera Park – 738 Pantera Drive, Diamond Bar, CA 91765

Halloween Party Equipment				
Item	**Description**	**QTY**	**Cost/item**	**Total Cost**
Tables	6x30	90	$11.25	$1012.50
White Folding Chairs		135	$1.80	$243.00
White Canopies	50x60	2	$2214.00	$4428.00
White Canopies	30x60	2	$1328.00	$2656.00
White Canopies	10x20	1	$225.00	$225.00
White Canopies	10x10	1	$112.00	$112.00
Pipe and Drape	3'H x 6'L w/fabric drape	10	$3.37 L FT	$33.70
White Picket Fencing w/two entrances	Approx. 240-250ft of fencing, no more than four inches off the ground	1	$2.10/ft	$525.00
Bike Barricade w/ covers and two entrances	Approx. 240-250ft of fencing, no more than four inches off the ground	1	$4.00ft	$1000.00
Crowd Control Barricades w/two entrances	Approx. 240-250ft of fencing, no more than four inches off the ground	1	$2.00	$500.00
Water Barrels	Water barrels needed for all canopies.		$30	$2520.0
Delivery				$800.00
Tax				0

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Total	$14,055.20

*If your company does not offer any of these products please put a $0 in the total cost.

Please bid on example.
- Set-up: Wednesday, December 3, 2025 before 12 p.m. noon
- Pick-up: Saturday, December 6, 2025 after 4 p.m.
- Location: Pantera Park – 738 Pantera Drive, Diamond Bar, CA 91765

Winter Snow Fest Equipment

Item	Description	QTY	Cost/item	Total Cost
Tables	6X30	80	$11.25	$900.00
Folding Chair	White	425	$1.80	$765.00
White Canopies	50x60	2	$2214.00	$4428.00
White Canopies	40x40	2	$1280.00	$2560.00
White Canopies	10x20	2	$225.00	$450.00
White Sidewalls	10x10	3	$29.25	$87.75
White Canopy	20X20	1	$296.00	$296.00
White Sidewall	10x10	6	$29.25	$175.50
White Sidewall	12x30	1	$162.00	$162.00
Stage	16X24	1	$1056.00	$1056.00
Stage Legs	30"	1	$0.0	$0.0

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Stage Guard Rails	4'	1	$19.00	$19.00
Stage Stairs	24"-48"	2	$75.00	$150.00
Astro Turf Black	16X24	1	$259.00	$259.00
Water Barrel	Water barrels needed for all canopies over 10x10		$30	$2220.00
Delivery				$1000.00
Tax				0
Total				$14,564.25
*If your company does not offer any of these products please put a $0 in the total cost.				

Please bid on example.
- Set-up: Tuesday, July 1, 2025 before 12 p.m.
- Pick-up: Thursday, July 31, 2025 before 12 p.m.
- Location: Summitridge Park – 1600 Grand Ave, Diamond Bar, CA 91765

Concerts in the Park Equipment - Canopy will stay in location for five weeks.

Item	Description	QTY	Cost/item	Total Cost
White Canopy	20X30	1	$1326.00	$1326.00
Canopy Legs	20X10x12' High Legs	1	$145.00	$145.00
Water Barrel	Water barrels needed for canopy		$60	$600
Delivery				$250.00
Tax				0
Total				$2,321.00
*If your company does not offer any of these products please put a $0 in the total cost.				

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Please bid on example.
•Set-up: Tuesday, January 13, 2026 by 8 a.m.
•Pick-up: Wednesday, January 14, 2026 after 2:30 p.m.
•Location: Diamond Bar Center – 1600 Grand Ave, Diamond Bar, CA 91765

Concerts Share				
Item	**Description**	**QTY**	**Cost/item**	**Total Cost**
Tables	6x30	160	$11.25	$1800.00
White folding chairs		200	$2.05	$410.00
Table Drape	6ft table drape - black	160	$19.75	$3160.00
Table Drape	132" round table cloth - black	10	28.80	$288.00
Delivery				$250
Tax				0
Total				$4,396.00

*If your company does not offer any of these products please put a $0 in the total cost.

AKNOWLEDGEMENT OF REVIEW

"I affirm that I have reviewed the Request for Proposal (RFP). I have completed the Cost Proposal - Bid Sheet to the best of my knowledge. I understand that all information submitted about this RFP may be subject to the provisions of the Public Records Act. The City shall have the right to terminate at any time any contract awarded to an RFP response that contains false information."

Signature	[signature]
Date	2/27/2025
Printed Name	Art Salas
Title	Sales
Company Name	Dolphin Events

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Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DOLPHIN RENTS, Inc. dba

2 Business name/disregarded entity name, if different from above
DOLPHIN EVENT SERVICES

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

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
915 W. 5TH ST

Requester's name and address (optional)

6 City, state, and ZIP code
AZUSA, CA 91702

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
95 - 2991757

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 11/15/24

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.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DOLPREN-C1 JHE

5.7.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2024

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 IMA, Inc. - Pasadena 3475 E. Foothill Boulevard Suite 100 Pasadena, CA 91107	CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 441-3233 E-MAIL ADDRESS:
INSURED Dolphin Rents, Inc. 915 W 5th St. Azusa, CA 91702	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Fireman's Fund Insurance Company — 21873 INSURER B : American Automobile Insurance Company — 21849 INSURER C : Technology Insurance Company — 42376 INSURER D : INSURER E : INSURER F :

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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR	X		UST002542240	10/28/2024	10/28/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYEE BENEFI	$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			SCV0113682401	10/28/2024	10/28/2025	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	☐ UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB ☐ CLAIMS-MADE			UST000183241	10/28/2024	10/28/2025	AGGREGATE	$ 2,000,000
	☐ DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N / A		TES4513275	10/28/2024	10/28/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Re: Operations of the Named Insured.
GL Additional Insured applies per ENTGL0190119 attached, only if required by written contract/agreement.
Additional Insured(s): Foothill Family

CERTIFICATE HOLDER

CANCELLATION

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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Policy Number: UTS002542240

Blanket Additional Insured Endorsement – ENTGL 019 01 19

Policy Amendment – Commercial General Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional insured Person(s) or Organization(s)
As required by contract or agreement.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

I. **Who Is An Insured**

It is agreed that **Section II – Who Is An Insured** is amended to include the following:

The Certificate of Insurance holder and/or any other person or organization when you have agreed in writing in a contract or agreement that such Certification of Insurance holder or such person(s) or organizations(s) be added as an additional insured. However:

A. Such person(s) or organization(s) is an insured only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

B. A person's or organization's status as an additional insured under this endorsement ends when your operations under the contract or agreement with such additional insured are completed.

This insurance does not apply to any **occurrence** that takes place after all work on the project stated in the contract or agreement has been completed.

However:

1. The insurance afforded to person(s) or organization(s) that qualify as additional insureds under this endorsement only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

II. **Limits of Insurance**

For the purposes of coverage provided by this endorsement, **Section III – Limits of Insurance** is amended to the extent necessary to include the following:

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If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of such additional insured is the amount of insurance:

A. required by the contract or agreement; or

B. available under the applicable limits of insurance shown in the Declarations;

whichever is less.

Any payments we make under this endorsement will be part of and not in addition to the applicable Limits of Insurance shown in the Declarations.

III. All other terms and conditions of the policy remain unchanged.

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Agenda #: 5.8
Meeting Date: May 6, 2025

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **MOVIE EQUIPMENT RENTAL AGREEMENT WITH STONE THROW, DBA PACIFIC PRODUCTIONS FOR PARKS AND RECREATION EQUIPMENT THROUGH JUNE 30, 2030.**

STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve and authorize the City Manager to sign the Movie Equipment Rental Agreement with Stone Throw, dba Pacific Productions.

FINANCIAL IMPACT:

The total not-to-exceed amount of the Agreement for each fiscal year would be $25,000. Sufficient funds are included in the FY 24/25 Parks & Recreation Department budget to cover the cost of such services through June 30, 2025. Additional funding will be proposed in the FY 25/26 budget for subsequent years. The vendor may request a CPI adjustment after FY 25/26.

BACKGROUND:

The City of Diamond Bar operates annual Concerts and Movies in the Park which is an eight-week series that takes place on Wednesday evenings starting in June and ending in late July or August. The Concert and Movie series is a city-wide special event that includes over 800 in attendance per event. Operation of the Movie in the Park requires equipment rental services that include: inflatable screen, projector, audio and power equipment as well as a professional operator with set-up and clean-up staff.

ANALYSIS:

On February 12, 2025 the City published a request for proposal (RFP) on Planet Bids. 59 vendors were notified and three proposals were received from responsible bidders.

The deadline for the bid was February 28, 2025. After staff reviewed all responsible proposals, and met with Stone Throw in person for an event walk through it was determined that Stone Throw met all the requirements of the RFP. Stone Throw is recommended based on their pricing structure, positive references, and movie equipment offered.

LEGAL REVIEW:

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

PREPARED BY:

Ryan Wright
Ryan Wright, Parks and Recreation Director 5/6/2025

REVIEWED BY:

Ryan Wright
Ryan Wright, Parks and Recreation Director 4/15/2025

Jason Jacobsen
Jason Jacobsen, Finance Director 4/17/2025

Attachments:

1. 5.8.a Pacific Production Agreement

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CONTRACTOR SERVICE AGREEMENT
MOVIE EQUIPMENT

THIS AGREEMENT (the "Agreement") is made as of April 11, 2025, by and between the City of Diamond Bar, a municipal corporation ("City") and Stone Throw DBA Pacific Productions, a Corporation (referred to as the Contractor).

1. Contractor's Services.

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

Andee Williams, Recreation Supervisor (herein referred to as the “City’s Project Manager”), shall be the person to whom the Contractor will report for the performance of services hereunder. It is understood that Contractor shall coordinate its services hereunder with the City’s Project Manager to the extent required by the City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the City’s Project Manager and the City Manager.

2. Term of Agreement. This Agreement shall take effect June 1, 2025, and shall continue until June 30, 2030 unless earlier terminated pursuant to the provisions herein.

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

3. Compensation. City agrees to compensate Contractor for each service which Contractor performs to the satisfaction of City in compliance with the cost proposal provided by contractor set forth in Exhibit "B". 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 twenty-five thousand dollars per fiscal year ($ 25,000.00) without 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.

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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 vendor the amount invoiced by check within 90 days of receipt.

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

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

6. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control. In the event of any inconsistency between this Agreement and the attached exhibits, the following order of precedence shall apply: (1) The Agreement; (2) The City's Request for Proposal (Exhibit "A") and the quotes provided by the Vendor (Exhibit "B").

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. 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 agents or 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, State agency, including 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, its employees or subcontractors, 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 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 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. To the maximum extent permitted by Civil Code section 2782.8, Contractor 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 Contractor's employees or Contractor's contractors;

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

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(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 Contractor's obligations to indemnify, defend and hold harmless the City shall survive termination of this Agreement.

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 $1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

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

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

(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 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 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. 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

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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. Reserved.

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

14. 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.

15. 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.

16. Personnel/Designated Person. 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

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qualified to perform such services. Except as otherwise authorized by the City's Project Manager, shall be the person who primarily performs the work provided under this Agreement. Except as provided in this Agreement, 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 in its sole discretion to require Contractor to exclude any employee from performing services on City's premises.

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. Reserved.

19. 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.

20. Reserved.

21. Reserved.

22. 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.

23. Compliance with Laws. Contractor 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 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.

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 Contractors

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.

"CONTRACTOR"	"CITY"
Stone Throw DBA Pacific Productions	City of Diamond Bar
2245 Addison Way	21810 Copley Drive
Los Angeles, CA 90041	Diamond Bar, CA 91765-4178
Attn.: Thomas Olandt	Attn.: Andee Williams
Phone: 626.590.4474	Phone: 909.839.7067
E-Mail: Thomas@pacificpro.co	E-mail: awilliams@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 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"

STONE THROW DBA
PACIFIC PRODUCTIONS

DocuSigned by:
By: Thomas Olandt
34DF3D41050D4D3...
Printed Name: Thomas Olandt
Title: Owner

"CITY"

CITY OF DIAMOND BAR

By: _____
Daniel Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

Approved as to form:

Signed by:
By: Omar Sandoval
4F8B2440CBF347C...
Omar Sandoval, City Attorney

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CITY OF DIAMOND BAR CALIFORNIA

REQUEST FOR PROPOSALS

Movie Screen Services for Special Events

Contract Services

Submission Deadline

Friday, February 28, 2025 by 5 P.M.

Exhibit A

Docusign Envelope ID: A1B64E6B-D17E-4086-9315-2007161C9345

1. INTRODUCTION

The City of Diamond Bar is requesting proposals from qualified Movie Screen Equipment vendor to provide movie screen equipment rentals for City Special Events for fiscal year 2025-2026 with the option to enter into a five-year agreement if selected.

RFP Date:	**February, 12, 2025**
Project Name:	**Movie Screen Services – City of Diamond Bar – Special Events**
Department:	**Parks and Recreation**
Proposal Deadline:	**Friday, February 28, 2025 by 5 P.M.**

Proposals shall be delivered by the proposal deadline via the PlanetBids portal https://vendors.planetbids.com/portal/39500/bo/bo-detail/126266**.**

All proposals submitted in response to this RFP will become property of the City upon submittal and a matter of public record pursuant to applicable law. Late submittals will not be accepted.

Questions regarding this RFP shall be made in writing via email to **Andee Williams, Recreation Supervisor**, at awilliams@diamondbarca.gov, no later than **February 18, 2025 by 5 P.M.** Questions and responses may be made available to all potential proposers.

The City will review all proposals received by the submittal deadline indicated in this RFP. Proposals that do not meet the minimum requirements of this RFP will be rejected. The City reserves the right to select the firm that best meets the overall needs and offers the best overall value to the City based on a variety of criteria, including but not limited to, experience, quality of work product, successful completion of similar projects, and cost effectiveness, but not solely on the lowest cost of services.

The following tentative schedule has been established for the selection of a contractor which is subject to change:

- RFP Posting Date **February 12, 2025**
- Written Questions Deadline **February 18, 2025**
- Proposal Due Date **February 28, 2025**
- Award of Contract **March 14, 2025**

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The City of Diamond Bar shall not be liable for any pre-contractual expenses incurred by any Contractor, nor shall any Contractor include any such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a contractor prior to the date of an executed contract, such as the cost of preparing and submitting a proposal and negotiating any terms with the City.

2. ABOUT THE CITY

Diamond Bar is a scenic community located on the eastern edge of Los Angeles County, within minutes of Orange, Riverside, and San Bernardino counties. With its origin as a center for ranching perched among a landscape of rolling hills in the East San Gabriel Valley, Diamond Bar became one of the first master planned communities in Los Angeles County dating back to 1956, and has grown since that time to be known for its friendly country-living atmosphere, abundant open spaces, exceptional public facilities, well-maintained parks and hiking trails, and excellent schools. In 1989, Diamond Bar became the 86th city in Los Angeles County. Today, Diamond Bar covers 14.9 square miles and is home to 57,177 residents.

Diamond Bar is bounded by the cities of Industry and Pomona to the north, Chino Hills to the east, and unincorporated Los Angeles County to the south and west (Figure B-1; Regional Setting Map). With convenient access to State Routes SR-57 and SR-60, Diamond Bar is within 30 miles driving distance of the cities of Los Angeles, Riverside, and Irvine, making it a desirable destination to live and work. The Industry Metrolink Station lies on the City's northern border, providing east-west transit connections to Los Angeles and Riverside.

3. PROJECT BACKGROUND

The City of Diamond Bar annual Concerts and Movies in the Park is an eight-week series that takes place on Wednesday evenings starting June 11 through July 30. The Concert and Movie in the Park event is a community wide event that features a movie following the concert. Movies begin approximately by 8pm.

4. SCOPE OF WORK AND DELIVERABLES

To be considered, proposals shall include the following areas of service:

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Movies in the Park series – 8-weeks

- Minimum Movie Screen size - 30' X 17'
- Projector- All projection, Sound equipment & Cables
- Professional operator
- Generator
- Dates: Wednesday's June 11, 2025 – July 30, 2025 (Wednesday night events)
- Movie Run Time: All movies will be 120 minute or less starting at sunset.
- Set-up: Wednesday's, before 5:30 p.m.
- Clean-up: All movie equipment must be cleaned up and removed immediately following the movie.
- Location: Summitridge Park – 1600 Grand Ave, Diamond Bar, CA 91765
- Crowd Size: 500-750 people per movie

5. FORMAT AND CONTENTS OF PROPOSAL

The Contractor's proposal shall contain the following information and shall be organized as follows:

A. Contractors Experience/References

Provide a list of at least **three** references who may be contacted to discuss their experience working with the Company on similar projects. Please provide contact information including Organization, Name, Title, Address, Phone, Email, Project Name and Date of Completion.

B. Cost for Services

Please complete the attached Cost Proposal – Bid Sheet on PlanetBids.

1. Provide a detailed not-to-exceed cost proposal to accomplish the services requested. Identify the hourly allocation of resources by discipline and by each task identified in the Scope of Work, include billing rates for personnel, printing, attendance at public meetings, and any other cost anticipated. Please clearly highlight any additional or recommended tasks and associated costs that are included. No additional charges for items such as transportation, out-of-pocket expenses, etc., will be paid unless these are specifically included in the proposal. Must be able to accept payment in check form and provide itemized invoices.

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C. Insurance

Proof of insurance requirements addressed in the professional services agreement of this Request for Proposal shall be submitted by the selected Contractor upon execution of the contract as defined under the City's existing purchasing Ordinance.

The selected Contractor must submit a "Statement Certifying Insurance Coverage" certifying that the required insurance coverage will be obtained by the Contractor, and that the Contractor understands said coverage is prerequisite for entering into an agreement with the City. The Contractor is required to confirm with its insurance carrier that it can meet all the requirements for insurance. Failure to meet the insurance regulations as set forth shall result in proposer's disqualification.

6. SUBCONTRACTING

The Contractor may utilize the service of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Unless a specific Subcontractor is listed by the Contractor, Contractor is representing to City that Contractor has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the Proposal, the Contractor shall be fully responsible to the City for the performance of the Subcontractors, and of persons either directly or indirectly employed by them. Nothing contained herein shall create any contractual relation between any Subcontractor and the City.

7. RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to withdraw, reduce, or revise elements of the scope of work prior to the award of any contract. Furthermore, the City reserves the right to reject any or all proposals submitted; and no representation is made hereby that any contract will be awarded pursuant to this Request for Proposal, or otherwise.

All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposer. The City shall only provide the staff assistance and documentation specifically referred to herein and shall not be responsible for any other cost of obligation of any kind which may be incurred by the proposing firm.

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8. SUPPORTING DOCUMENTS

Exhibit A – Request for Proposal (RFP)
Exhibit B – Cost Proposal – Bid Sheet

Docusign Envelope ID: A1B64E6B-D17E-4086-9315-2007161C9345

CITY OF DIAMOND BAR: COST PROPOSAL - BID SHEET	
Company Name	Pacific Productions
Address	135. E Chestnut Ave Unit 1B Monrovia CA, 91016
Name & Title	Thomas Olandt - Owner
Phone	626-590-4474
Email	Thomas@pacificpro.co

The City of Diamond Bar is requesting movie screen services for special events. Please bid on example.

- Dates: Wednesday's June11, 2025 - July 30, 2025 (Wednesday night events)
- Movie Runt Time: All movies will be 120 minute or less starting at sunset.
- Set-up: Wednesday's, before 5:30 p.m.
- Clean-up: All movie equipment must be cleaned up and removed that night.
- Location: Summittridge Park – 1600 S. Grand Ave, Diamond Bar, CA 91765

Crowd Size: 200- 500 people per movie

Concerts in the Park Movie Screen Services (Eight Weeks of Service)

Item	Description	QTY	Cost/item	Total Cost
Movie Screen	Specify size -35' diagonal 2.53:1	1	500	500
Projector	All projection, Sound & Cables	1	500	500
Generator		1	150	150
Set-up/Clean-up		1	500	500
Tax		1	0	0
Misc	Delivery		100	100
		Total Cost		1750

*If your company does not offer any of these products please put a $0 in the total cost.

AKNOWLEDGEMENT OF REVIEW

"I affirm that I have reviewed the Request for Proposal (RFP). I have completed the Cost Proposal - Bid Sheet to the best of my knowledge. I understand that all information submitted about this RFP may be subject to the provisions of the Public Records Act. The City shall have the right to terminate at any time any contract awarded to an RFP response that contains false information."

Signature	Thomas Olandt
Date	02/14/2025
Printed Name	Thomas Olandt
Title	Owner
Company Name	Pacific Productions

Form **W-9**
(Rev. October 2018)
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.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Stone Throw DBA Pacific Productions

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

2245 Addison Way

Requester's name and address (optional)

6 City, state, and ZIP code

Los Angeles CA 90041

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	3	–	3	4	8	9	5	3	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Thomas Gow Date ▶ 1/20/2025

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.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PACIPRO-02 TRACE 5.8.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2025

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	CONTACT NAME: Chandra Peskin
NFP Property & Casualty Services, Inc. 2450 Tapo Street Simi Valley, CA 93063	PHONE (A/C, No, Ext): (805) 537-0122 FAX (A/C, No): E-MAIL ADDRESS: chandra.peskin@nfp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox Insurance Company Inc.	10200
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Stone Throw DBA Pacific Productions
326 W. Evergreen Ave
Units B and C
Monrovia, CA 91016

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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			US UEN 2794197.24	9/8/2024	9/8/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			US UAE 2794198.24	9/8/2024	9/8/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X *HAPD/$125K/Max /ACV X Cost of Repair						*HAPD Deds	$ 1,500
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Misc Owned/Rented Eq			US UEN 2794197.24	9/8/2024	9/8/2025	Limits	500,000
A	Special Form/RC			US UEN 2794197.24	9/8/2024	9/8/2025	Deductible	2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respect to any claim, loss or liability for which the named insured is liable, when required by written contract per attached form.

CERTIFICATE HOLDER

The City of Diamond Bar
21810 Copley Dr.
Diamond Bar, CA 91765

CANCELLATION

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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AGENCY CUSTOMER ID: PACIPRO-02 TRACE 5.8.a

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
NFP Property & Casualty Services, Inc.	Stone Throw DBA Pacific Productions 326 W. Evergreen Ave Units B and C Monrovia, CA 91016
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CONTRACTUAL INSURANCE REQUIREMENTS
Additional Coverages:

Policy No. US UUA 2809343.24 Policy Term: 03/07/2024 – 03/07/2025

E&O/Professional Liability Limit - 1,000,000

Retention $10K/Occur

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions, and other terms. If you have any questions, please contact the undersigned.

INSURANCE WEST / NFP P&C
CA LICENSE #0F15715
2450 TAPO
SIMI VALLEY, CA 93063
TELEPHONE: (805) 579-1900
FAX: (805) 579-1916

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Hiscox Insurance Company Inc.

HISCOX

Blanket Additional Insured Endorsement

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage Part(s) listed below:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Person or Organization (Additional Insured)
Persons or Organizations as Described Below

I. It is agreed that WHO IS COVERED is amended to include the following:

A. Any person or organization from whom **you** lease a premises, and with whom **you** have agreed through a written or oral contract to provide insurance as afforded by this Coverage Part, are added as additional **insureds**. However:

1. this insurance applies to such additional **insured** only to the extent of liability arising out of the ownership, maintenance or use of that particular part of such premises leased to **you** in **your** on-going operations; and
2. if coverage provided to the additional **insured** is required by contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to coverage under this Coverage Part, whichever is less.

This insurance does not apply to:

1. any **occurrence** that takes place after **you** cease to be a tenant in the premises or the end of the **policy period**, whichever comes first;
2. structural alterations, new construction or demolition operations performed by or on behalf of the additional **insured**; or
3. **bodily injury**, **property damage** or **personal and advertising injury** arising out of the sole negligence of the additional **insured.**

B. Any person or organization from whom **you** lease equipment or props, sets and wardrobe, and with whom **you** have agreed through a written or oral contract to provide insurance as afforded by this Coverage Part, are added as an additional **insured**. However:

1. this insurance applies to such additional **insured** only to the extent of their liability arising out of the maintenance, operation or use by **you** or anyone on **your** behalf of the equipment or props, sets and wardrobe in the performance of **your** on-going operations; and
2. if coverage provided to the additional **insured** is required by contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to coverage under this Coverage Part, whichever is less.

This insurance does not apply to:

1. any **occurrence** that takes place after the equipment or props, sets and wardrobe rental agreement/lease expires or the end of the **policy period**, whichever comes first; or
2. **bodily injury**, **property damage** or **personal and advertising injury** arising out of the sole negligence of the additional **insured.**

C. Any:

1. financial institution or any entity that has a financial interest in **your** business;

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Hiscox Insurance Company Inc.

HISCOX

2. State, Municipality or other Political Subdivision;
3. payroll service;
4. advertising agency and/or advertiser; or
5. distributor

for whom **you** are contractually obligated to provide insurance as afforded by this Coverage Part, are added as **insureds**. However:

1. if coverage provided to the additional **insured** is required by contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to coverage under this Coverage Part, whichever is less.
2. this insurance does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the sole negligence of the additional **insured.**

In the case of oral agreements, the agreement must also be evidenced by a certificate of insurance issued for **you** by **us** or on **our** behalf.

II. For the purposes of coverage provided by this endorsement only, HOW MUCH WE WILL PAY is amended to include the following:

If coverage provided to the additional **insured** is required by a contract or agreement, the most **we** will pay on behalf of the additional **insured** is the amount of insurance:

A. required by the contract or agreement; or

B. available under the applicable Limits of Insurance stated in the Declarations;

whichever is less.

Any payments **we** make under this endorsement will be a part of and not in addition to the applicable Limits of Insurance stated in the Declarations.

The title of the endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.

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Agenda #: 5.9
Meeting Date: May 6, 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 DIAMOND BAR CENTER AC REPLACEMENT & AIR QUALITY UPGRADES (FP22501).**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

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

FINANCIAL IMPACT:

The final construction cost of the Project is $1,345,197, which is $11,473 under the total authorization amount of $1,356,670.

BACKGROUND/DISCUSSION:

On November 21, 2023, the City Council awarded a construction contract to Trane U.S. Inc., dba Trane, for an amount not to exceed $1,292,067, with a contingency of $64,603.

Public Works staff authorized the Notice to Proceed for the construction on June 12, 2024. The work included the removal of the existing equipment and the installation of new equipment.

Below is a brief summary of the major equipment that was replaced:

- Six 3-ton packaged units.
- Two 5-ton packaged units.
- One 7.5-ton packaged unit.
- One 90-ton unit.
- One 1-ton ductless split unit.
- One Hot water boiler & pump.

- Updated Building Automation System (BAS).

There were two (2) approved change orders associated with this Project: Change Order #1 in the amount of $45,960 to replace six existing reheat coils that were found to be non-operable during commissioning and added 130 days to the project term; and Change Order #2 in the amount of $7,170 to replace three existing defective smoke fire actuators that were found to be non-operable during commissioning of the system.

Trane completed all work required for this Project, including all punch list items, on April 7, 2025.

PREPARED BY:

Jason Williams, Maintenance Supervisor 5/6/2025

REVIEWED BY:

Hal Ghafari, Public Works Manager/Asst. City Engineer 4/24/2025

David G. Liu, Public Works Director/City Engineer 4/25/2025

Jason Jacobsen, Finance Director 4/28/2025

Attachments:

1. 5.9.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 4/7/2025. The work done was: Diamond Bar Center – AC Replacement & Air Quality Upgrades
5. The name and address of the contractor, if any, for such work of improvement was:
   TRANE Service Group, Inc.
   P O Box 98167
   Chicago, IL 60693
6. The date of the contract was 10/06/2022.
7. The property on which said work of improvement was completed is in the City of Diamond Bar- Diamond Bar Center, County of Los Angeles, State of California, and is described as follows: DBC AC Replacement & Air Quality Upgrades project.
8. The street address of said property is 1600 Grand Avenue, Diamond Bar, CA 91765 (If no street address has been officially assigned, insert "none").

CITY OF DIAMOND BAR

Dated: May 6, 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 verify cation on its behalf. I have read the foregoing notice of completion, know the contests 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 10th day of March, 2025, at Diamond Bar, California.

CITY OF DIAMOND BAR

By: _____
David Liu, P.E., Public Works Director

Agenda #: 5.10
Meeting Date: May 6, 2025

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **PUBLIC WORKS AGREEMENT WITH SITEREP CONSTRUCTION SERVICES, INC. FOR PANTERA PARK HARDCOURT REHABILITATION & PARKING LOT LED LIGHT RETROFIT PROJECT (FP23503).**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

A. Determine that approving the Construction Agreement for the Project is exempt from the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines;

B. Appropriate an additional $90,429 from Park Development Fund (Fund 262), for a total construction budget of $338,384; and

C. Approve, and authorize the City Manager to sign, the Public Works Agreement with Siterep Construction Services, Inc. for the Pantera Park Hardcourt Rehabilitation & LED Light Retrofit Project (FP23503), in a not-to-exceed contract amount of $307,684, plus a contingency amount of $30,700 (10%) to be approved by the City Manager.

FINANCIAL IMPACT:

The Capital Improvement Program (CIP) included $270,000 for this Project. An additional appropriation of $90,429 from Park Development Fund (Fund 262) is requested to bring the available budget for construction to $307,384, plus a contingency amount of $30,700 (10%) for any change orders to be authorized by the City Manager if necessary. Of the total construction amount, $213,000 is funded through a Prop 68 grant.

Pantera Park Hardcourt Rehabilitation & LED Light Retrofit	**Budget**	**Encumbrance/ Expenses**	**Balance**

Project (FP23503)			
Prop 68 Grant	$213,000		$213,000
Park Development Fund (Fund 262) - Matching Fund	$57,000		$270,000
NEW REQUEST- Park Development Fund (Fund 262)	**$90,429**		$360,429
Design Cost		($22,045)	$338,384
Construction Bid		($307,684)	$30,700
Contingency (10%)		($30,700)	$0
Total	$360,429	($360,429)	

City staff is currently working with the state in order to utilize additional Prop 68 grant funds. If additional special funds become available, they will be used to offset the additional Park Development Fund appropriation.

BACKGROUND:

On September 17, 2024, the City Council approved the plans and specifications for the Pantera Park Hard Court Rehab and Parking Lot LED Retrofit Project (Project). On January 28, 2025, staff posted the bid documents for the Project with a due date of February 27, 2025, and received eight (8) proposals.

This Project consists of the complete rehabilitation of the basketball and tennis courts and new LED parking lot lighting. The following is a breakdown of the scope.

- Hard court resurfacing and rehab (Tennis & Basketball).
- LED retrofit of the parking lot lights.
- New Musco Control Link lighting controls.
- Installation of a new flag pole.

ANALYSIS:

As a result of the bidding process, eight (8) responsive proposals were received. Siterep Construction Services, Inc. (Siterep) was the lowest apparent bidder. After review of the proposals, Siterep was determined to be the lowest responsive bidder at $307,684. In addition, Siterep has completed multiple projects on schedule and within budget for the City in the past. Siterep is currently in the process of completing the Maple Hill Park Improvements Project.

Below is a summary of the eight (8) bids that were received:

- **Siterep Construction Services, Inc.** **$307,684.00**
- Towo Enterprise Inc $318,700.00
- M. Brey, Inc $335,397.54
- DD Systems Inc $331,456.70

- Deark E&C, Inc $343,000.00
- Blue Collar Contractors $344,000.00
- Green Giant Landscape Inc $354,000.00
- R Dependable Const Inc $367,000.00

The tentative schedule of the Project is as follows:

- Notice to Proceed 5/12/2025
- Submittals May 2025
- Estimate completion (50 working days) 7/23/2025

LEGAL REVIEW:

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

PREPARED BY:

Jason Williams, Maintenance Supervisor 5/6/2025

REVIEWED BY:

Hal Ghafari, Public Works Manager/Asst. City Engineer 4/24/2025

David G. Liu, Public Works Director/City Engineer 4/25/2025

Jason Jacobsen, Finance Director 4/28/2025

Attachments:

1. 5.10.a Agreement with Siterep

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PUBLIC WORKS AGREEMENT

(Uniform Cost Accounting Contract-DBMC Chapter 3.25)

The following agreement ("Agreement") is made and entered into, in duplicate, as of the date executed by the City Manager and attested to by the City Clerk, by and between Siterep Construction Services, Inc. hereinafter referred to as the "Contractor" and the City of Diamond Bar, California, hereinafter referred to as "City."

WHEREAS, City received Contractor's bid on February 12, 2025

WHEREAS, City accepted the bid of Contractor under its Uniform Public Construction Cost Accounting Ordinance, Diamond Bar Municipal Code Chapter 3.25 ("UPCCA Ordinance"); and

WHEREAS, the UPCCA Ordinance authorizes the Public Works Director to execute written contracts with the Contractor for the Pantera Park Hardcourt Improvements. CITY PROJECT NO. FP23503.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Pantera Park Hardcourt Improvements (CITY PROJECT NO. FP23503) in the City (the "Work"). The Work to be performed in accordance with the proposal dated February 12, 2025 (the "Proposal") on file with the City and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the City's Project Manager, who is Jason Williams, Supervisor.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY/PRIORITY OF DOCUMENTS: The Proposal is incorporated herein by reference and made a part hereof with like force and effect as if set forth in full herein. The Proposal, February 12, 2025 ("Contractor's Bid") together with this Agreement shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in this Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the following order of precedence shall apply: (1) this Agreement; and (2) the Proposal (collectively, the "Contract Documents").

3. COMPENSATION: Contractor agrees to receive and accept the prices set forth in its Contractor's Bid as full compensation for furnishing all materials, performing all Work, and fulfilling all obligations hereunder. Said compensation in the amount of three hundred seven thousand six hundred eighty four dollars and 00/100 ($307,684) shall cover all expenses, losses, damages, and consequences arising out of the nature of the Work during its progress or prior to its acceptance, including those for well and faithfully completing the Work and the whole thereof in the manner and time specified in the Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the Work, suspension or discontinuance of the Work, and all other unknowns or risks of any description connected with the Work. Final payment to Contractor shall be withheld for

at least 30 days after the time in which Contractor has verified, to the City's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF AGREEMENT/LIQUIDATED DAMAGES: Contractor agrees to complete the work within fifty (50) working days from the date of the notice to proceed (the "Completion Date").

5. INSURANCE: Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all insurance required of the sub-contractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. The Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

b. For all operations of the Contractor or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

1) General Liability - $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile - $2,000,000 per accident for bodily injury and property damage.

3) Employer's Liability - $1,000,000 per accident for bodily injury or disease.

c. Each such policy of insurance provided for in paragraph b. shall:

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1) Be issued by an insurance company approved in writing by City, which is authorized to do business in the State of California.

2) Name as additional insured the City of Diamond Bar, its officers, agents and employees, and any other parties specified in the bid documents to be so included;

3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;

4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by City of a written notice of such cancellation or reduction of coverage."

5) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of Contractor or any sub-contractor in performing the work provided for herein;

6) Otherwise be in form satisfactory to the City.

d. The Contractor shall, prior to performing any work under this Agreement, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance of such insurance, and the additional insured and other provisions required herein.

6. 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. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor shall forfeit, as penalty to City, not more than two hundred dollars ($200.00) 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 sub-contractor under him.

Contractor and any of its sub-contractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the

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award of a contract for a public work on any public works project awarded after April 1, 2015 to a person not registered. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the performance of the work.

Contractor is required to make contribution to funds established for the administrative of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other Contractors on the public works site are making such contributions.

Contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any sub-contractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor shall forfeit, as a penalty to City, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-contractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

9. TRAVEL AND SUBSISTENCE PAY: Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY: The City and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of Contractor, of its sub-contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

Contractor will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, sub-

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contractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

a. Contractor will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. Contractor will promptly pay any judgment rendered against Contractor or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of Contractor hereunder, and Contractor agrees to save and hold the Indemnitees harmless therefrom.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

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. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

11. NON-DISCRIMINATION: Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of the race, color, sex, mental disability, physical disability, religion or other reason set forth in Government Code § 12940 of such person. Contractor agrees to post in conspicuous places available to employees and applications, a notice setting forth provisions of this non-discrimination clause. A violation of this section exposes the Contractor to the penalties provided for in Labor Code Section 1735.

12. RESERVED:

13. PRESENTATION OF CLAIMS: Any claim, as that term is defined in Public Contract Code §9204, shall be submitted in accordance with Section 9204 and shall contain a sufficient description of the claim, the basis therefore and documentation in support of the claim. The claim shall be processed as more fully set forth in the Plans and Specifications.

14. TERMINATION: This Agreement may be terminated by the City for any reason upon the giving of a written "Notice of Termination" to Contractor at least thirty (30) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the City may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

State of California
Contractor's License No. 1094220
Contractor's Business Phone:909-418-8690
Contractor's emergency phone which can be reached at any time: 909-418-8690

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

Siterep Construction Services Inc.

By: DocuSigned by: Andre Ortiz 070E2CF817D24C7...

Title: Andre Ortiz, Vice-President

Date: 4/9/2025

By: _____

Title: _____

Date: _____

CITY OF DIAMOND BAR, CALIFORNIA

By: _____
Dan Fox, City Manager

ATTEST:

By: _____
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):

-- 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.

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BIDDER'S PROPOSAL
CITY OF DIAMOND BAR
PANTERA PARK IMPROVEMENTS PROJECT

CITY PROJECT NO. FP23503

Date 2/12/2025, 20 25

To the City Council of the City of Diamond Bar:

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:

Siterep Construction Services Inc.

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this proposal is made without collusion with any person, firm or corporation.

(c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid solely upon his own knowledge.

(d) That by submitting this Bidder's Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the City of Diamond Bar to him at the address furnished by him to the City of Diamond Bar when this proposal form was obtained.

(e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this proposal in accordance therewith.

(f) That, if this bid is accepted he will enter into a written contract for the performance of the proposed work with the City of Diamond Bar.

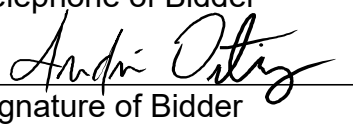
(g) That he proposes to enter into such Contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this proposal is a certified or cashier's check or bidder's bond, payable to the order of the City of Diamond Bar in the sum of

10% OF BID DOLLARS ($ _____).

Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state.

It is understood and agreed that should the bidder fail within ten (10) days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said check, or bidder's bond, shall become the property of the City of Diamond Bar; but if this Contract is entered into and said bonds are furnished, or if the bid is not accepted then said check shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

301 E Arrow Hwy Ste #105	(909)418-8690
Address of Bidder	Telephone of Bidder
San Dimas 91773	
City Zip Code	Signature of Bidder

BID SCHEDULE

CITY OF DIAMOND BAR
CONTRACT DOCUMENTS AND SPECIFICATIONS
PANTERA PARK IMPROVEMENTS PROJECT
CITY PROJECT NO. FP23503

BASE BID

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION WRITTEN IN WORDS	UNIT PRICE	AMOUNT
1	LS	1	MOBILIZATION	$46,350.00	$46,350.00
2	LS	1	SPORT COURT IMPROVEMENTS	$105,005.00	$105,005.00
3	LS	1	DRINKING FOUNTAIN	$12,653.00	$12,653.00
4	LS	1	LIGHTING IMPROVEMENTS	$129,228.00	$129,228.00

ALTERNATE BID

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION WRITTEN IN WORDS	UNIT PRICE	AMOUNT
A1	LS	1	FLAG POLE	$14,448.00	$14,448.00

The **BASIS OF AWARD** shall be the sum of the **BASE BID** and the **ALTERNATE BID**. The City reserves the right to delete the **ALTERNATE BID** from the Award of Contract.

TOTAL AMOUNT BID (IN FIGURES)→ $307,684.00

TOTAL AMOUNT BID, (WRITTEN IN WORDS):

THREE HUNDRED AND SEVEN THOUSAND, SIX HUNDRED EIGHTY-FOUR DOLLARS

Bid Schedule Note: Bid Price indicated refers to all items illustrated on the plans and details, and delineated within the specifications installed and completely in place with all applicable portions of the construction documents and include all costs connected with such items including, but to necessarily limited to, materials, transportation, taxes, insurance, labor, overhead, and profit, for General Contractor and Subcontractors.

All work called for on the construction documents are to provide a completed project with all systems operating properly and ready for use.

Award will be based on the items of Bid Schedule. Therefore, Contractor shall completely fill out Bid Schedule.

Accompanying this proposal is_____

(Insert "$ 10% _____ cash", "cashier's check", "certified check", or "bidder's bond" as the case may be) in the amount equal to at least ten percent (10%) of the total bid.

The undersigned further agrees that in case of default in executing the required contract, with necessary bond, within ten (10) days, not including Sundays and legal holidays, after having received notice that the Contract has been awarded and ready for signature, the proceeds of the security accompanying his bid shall become the property of the City of Diamond Bar, and this proposal and the acceptance thereof may be considered null and void.

Siterep Construction Services Inc.		2/12/2025
NAME OF BIDDER (PRINT)	SIGNATURE	DATE

301 E Arrow Hwy Ste #105

ADDRESS

San Dimas	91773	(909)-418-8690
CITY	ZIP CODE	TELEPHONE

#1094220 (Class A,B,C-34)

STATE CONTRACTOR LICENSE NO. AND CLASSIFICATION

I declare under penalty of Perjury of the laws of the State of California that the representations made herein are true and correct in accordance with the requirements of California Business and Professional Code Section 7028.15.

CONTRACTOR SIGNATURE OR AUTHORIZED OFFICER

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LIST OF SUBCONTRACTORS *

BID OPENING DATE 2/27/2025

PROJECT Pantera Park Improvements PROJECT NO. FP 23503

LOCATION 738 Pantera Dr Diamond Bar, CA 91765

CLIENT City of Diamond Bar

CONTRACTOR Siterep Construction Services Inc.

Name Under Which Subcontractor is Licensed	License No. & DIR No.	Address of Place of Business	Percent of Total Contract	Specific Description of Subcontract
Ryan Electric Inc.	790924 1000000794	1340 W. Princeton St. Ontario, CA 91762	34%	Electrical/Lighting
California Surfacing	404352 1000002250	4457 Oak Lane Claremont, CA 91711	24%	Court Surfacing/Nets
IE Fence	1001488 1000790239	599 S. Barranca Ave. Covina, CA 91732	3%	Windscreen

* In compliance with the provisions of the Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each Subcontractor – who will perform work or labor or

render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement necessary to complete construction contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total base bid amount or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half of 1 percent (0.5%)of the Prime Contractor's total base bid or ten thousand ($10,000.00), whichever is greater, and the portion of the work which will be done by each Subcontractor.

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DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or another provision of law.

3. The contractor is aware of California Public Contract Code Section 6109, which states:

> (a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
>
> (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

4. The contractor has investigated the eligibility of each and every subcontractor the contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this day of 2/12/2025, 2024, at 301 E Arrow Hwy Ste#105, San Dimas CA,91773 (place of execution).

Signature

Name: Andre Ortiz

Title: President

Name of Contractor:

Siterep Construction Services Inc.

Docusign Envelope ID: 4ACD421C-62AC-4584-951F-A7AC27DAC823

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5 and in conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the Bidder, any officer, principal or employee of the Bidder who has a proprietary interest in the business of the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state or local government project because of violation of law or a safety regulation?

YES_____ NO__X__

If the answer is yes, explain the circumstances in the following space:

STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than on final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: **The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.**

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Docusign Envelope ID: 4ACD421C-62AC-4584-951F-A7AC27DAC823

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Project Identification
Pantera Park Improvements, Project NO FP 23503

Bid Date 2/27/2025

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation or individual bidder. The bidder may attach any additional information or explanation of data, which he would like, taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

ITEM	5 CALENDAR YEARS PRIOR TO CURRENT YEAR						CURRENT YEAR
	2020	2021	2022	2023	2024	TOTAL	2025
No. of Contracts	0	0	1	3	6	10	2
Total dollar amount of contracts (in 1,000's)	0	0	100	300	2000	24000	1000
No. of lost workday cases	0	0	0	0	0	0	0
No. of lost work day cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
No. of lost workdays	0	0	0	0	0	0	0

*The information required for this item is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of these records.

Siterep Construction Services Inc.	Andrei Ortiz
Name of Bidder (Print	Signature
301 E Arrow Hwy Ste #105	#1094220 (class A, B, C-34)
Address	State Contractor's Lic. No. & Class
San Dimas 91773	(909) 418-8690
City Zip Code	Telephone

Docusign Envelope ID: 4ACD421C-62AC-4584-951F-A7AC27DAC823

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA)
)SS
COUNTY OF LOS ANGELES)

Andre Ortiz, being first duly sworn, deposes and says:

That he is President

of, Siterep Construction Services Inc.

a corporation which is the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Diamond Bar or any person interested in the proposed contract, for himself or for any other person.

Signature

Subscribed and sworn
to before me this

_____ day of _____, 20_____

NOTARIZED DOCUMENT
ATTACHED
DATE: 2/27/28

Signature of Officer Administering Oath
(Notary Public)

Docusign Envelope ID: 4ACD421C-62AC-4584-951F-A7AC27DAC823

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 27th day of February, 2025, by

Date *Month* *Year*

(1) Andre Ortiz

(and ~~(2)~~ _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

S. MANRIQUEZ
COMM. #2482033
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Expires FEB. 16, 2028

Signature _____

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit For Corporation Bidder

Document Date: 2/27/25 Number of Pages: one

Signer(s) Other Than Named Above: none

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BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that,

WHEREAS the City of Diamond Bar ("City"), has issued an invitation for bids for the work described as follows:

Pantera Park Improvement Project No. FP23503

WHEREAS Siterep Construction Service, Inc.
301 E Arrow Hwy, Ste #105, San Dimas, CA 91773
(Name and address of Bidder)
("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and
Granite Re, Inc. dba Granite Surety Insurance Company
14001 Quailbrook Drive, Oklahoma City, OK 73134
(Name and address of Surety)
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Public Agency in the penal sum of
Ten Percent of Bid Amount
Dollars($ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by City and within the time and in the manner required by the bidding specifications, entered into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

Docusign Envelope ID: 4ACD421C-62AC-4584-951F-A7AC27DAC823

IN WITNESS WHEREOF, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: February 27, 2025

"Principal"	"Surety"
Siterep Construction Service, Inc.	Granite Re, Inc. dba
	Granite Surety Insurance Company
By: _____ Its PRESIDENT	By: _____ Kenneth D. Whittington Its Attorney-In-Fact
By: _____ Its VICE-PRESIDENT	By: _____ Kyle McDonald Its Assistant Secretary

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

(Seal) *(Seal)*

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

1293492.1

Docusign Envelope ID: 4ACD421C-62AC-4584-951F-A7AC27DAC823

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of California

County of Los Angeles

On this 27th day of February, 20 25, before me S. Manriquez, Notary Public personally appeared
Here insert Name and Title of Officer

Andre Ortiz, who proved to me on the basis of satisfactory evidence to be the person
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

S. MANRIQUEZ
COMM. #2482033
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Expires FEB. 16, 2028

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of _____

County of _____

On this _____ day of _____, 20____, before me _____ personally appeared
Here insert Name and Title of Officer

_____, who proved to me on the basis of satisfactory evidence to be the person
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Docusign Envelope ID: 4ACD421C-62AC-4584-951F-A7AC27DAC823

CERTIFICATION OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION

As suppliers of goods or services to the City of Diamond Bar, the firm listed below certifies that it does not discriminate in its employment with regards to race, religion, sex, or national origin; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it will pursue an affirmative course of action as required by the affirmative action guidelines.

We agree specifically:

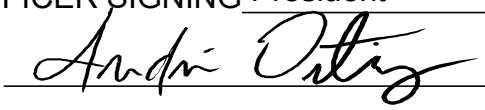
1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM Siterep Construction Services Inc.

TITLE OF OFFICER SIGNING President

SIGNATURE  DATE 2/12/2025

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

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CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The bidder _X_, proposed subcontractor ___, hereby certifies that he has _X_, has not ___, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _X_, has not ___, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Siterep Construction Services Inc.
(COMPANY)

BY:_____

President
(TITLE)

DATE: February 12, 2025.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period of such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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NON-COLLUSION AFFIDAVIT

TO: THE CITY OF DIAMOND BAR:

STATE OF CALIFORNIA)
)SS
COUNTY OF LOS ANGELES)

Andre Ortiz, being first duly

sworn, deposes and says that he or she is President of

Siterep Construction Services Inc., the party making the foregoing bid, that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited another bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contact or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Andre Ortiz
Signature of Bidder

STATE OF CALIFORNIA)
)SS
COUNTY OF LOS ANGELES)

Subscribed and sworn to before me this __ day of _____,20__.

Notary Public in and for the County of

_____, State of California

NOTARIZED DOCUMENT
ATTACHED - ony
DATE: 2/27/25

Docusign Envelope ID: 4ACD421C-62AC-4584-951F-A7AC27DAC823

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 27th day of February, 2025, by

Date Month Year

(1) Andre Ortiz

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

S. MANRIQUEZ
COMM. #2482033
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Expires FEB. 16, 2028

Signature _____

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: 2/27/25 Number of Pages: one

Signer(s) Other Than Named Above: none

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docusign

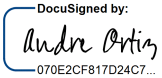
Certificate Of Completion

Envelope Id: 4ACD421C-62AC-4584-951F-A7AC27DAC823
Status: Completed
Subject: Docusign: SITEREP - Contract (Pantera hardcourt Improvements/042025)
Source Envelope:
Document Pages: 26
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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
4/7/2025 5:16:08 PM
Holder: Angie Hernandez
ahernandez@diamondbarca.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Andre Ortiz aortiz@siterepinc.com Andre Ortiz, Vice-President Security Level: Email, Account Authentication (None)	DocuSigned by:  070E2CF817D24C7... Signature Adoption: Pre-selected Style Using IP Address: 47.156.188.148	Sent: 4/7/2025 5:22:32 PM Viewed: 4/9/2025 11:30:18 AM Signed: 4/9/2025 11:30:27 AM

Electronic Record and Signature Disclosure:
Accepted: 3/5/2024 5:47:10 PM
ID: f95744ba-7144-4a1d-8627-7f24c42fa737

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

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/7/2025 5:22:32 PM
Certified Delivered	Security Checked	4/9/2025 11:30:18 AM
Signing Complete	Security Checked	4/9/2025 11:30:27 AM
Completed	Security Checked	4/9/2025 11:30:27 AM

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 #: 5.11
Meeting Date: May 6, 2025

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **AMENDMENT NO. 2 TO TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT WITH YUNEX TRAFFIC, LLC.**

STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve and authorize the Mayor to execute Amendment No. 2 to the Traffic Signal Maintenance Services Agreement with Yunex Traffic, LLC, increasing the not-to-exceed annual contract amount from $270,000 to $320,000.

FINANCIAL IMPACT:

Approval of Amendment No. 2 will increase the total contract amount for Fiscal Year 2024/25 from $270,000 to $320,000. Adequate Proposition C funds were approved and are available in the adopted FY 2024/25 Operating Budget to fully cover the cost of routine and extraordinary traffic signal maintenance services.

BACKGROUND/DISCUSSION:

The City contracts with Yunex Traffic, LLC to provide routine preventive maintenance, emergency response, and non-emergency repair services for sixty-six (66) signalized intersections, including shared signals with Caltrans and the City of Pomona. The contract also covers five State underpass bridges with soffit lighting, sixty-six (66) Battery Backup System (BBS) units, and seven (7) BlueTOAD detection units.

Prompt response and timely repairs to maintain the functionality of the City's traffic signal infrastructure are essential for ensuring public safety and effective traffic operations.

While the contract not-to-exceed amount budget was initially established based on standard maintenance projections, the City has been experiencing a significant increase in extraordinary service needs beyond the routine scope. This was anticipated, and the

FY 2024/25 included additional Proposition C budget for the additional services; however, to control the cost, the contract not-to-exceed amount was not increased until it became absolutely necessary. Some of the additional services provided under this contract in the current FY include:

- Replacement of signal detection monitors due to equipment failure.
- Replacement of vehicle signal heads damaged by environmental exposure and unforeseen incidents.
- Emergency response and repair of signal equipment following pole knockdowns caused by hit-and-run collisions.
- Emergency troubleshooting and restoration of system connectivity, including fiber optic cable repairs and controller communication issues.
- Repairs during unplanned power outages to maintain signal functionality and ensure public safety.
- Replacement of BBS batteries due to unexpected depletion or reduced performance occurring ahead of the scheduled replacement cycle.
- Signal inspection and technical support for city construction projects.

The proposed amendment authorizes the use of an additional $50,000 in previously budgeted Prop C Funds to cover these increased service needs. This will ensure continued, uninterrupted signal maintenance services through the remainder of the fiscal year.

LEGAL REVIEW:

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

PREPARED BY:

Christian Malpica

Christian Malpica, Associate Engineer 5/6/2025

REVIEWED BY:

Hal Ghafari, Public Works Manager/Asst. City Engineer 4/24/2025

David G. Liu, Public Works Director/City Engineer 4/25/2025

Jason Jacobsen, Finance Director 4/28/2025

Attachments:

1. 5.11.a Second Amendment to Agreement with Yunex

SECOND AMENDMENT
TO
AGREEMENT TO TRAFFIC SIGNAL MAINTENANCE SERVICES

This Second Amendment to Agreement for Signal Maintenance Services is made and entered into as of May 6, 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"), which First Amendment and Original Agreement are collectively referred to herein as the "Agreement"; and

D. The City and the Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

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

2. Compensation. The total not-to-exceed annual compensation set forth in Section 3 of the Original 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 dated March 21,2023 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 is hereby amended by this Second Amendment to provide for an increase of Fifty Thousand Dollars ($50,000) so that the total not-to-exceed compensation, as amended by this Second Amendment shall not exceed Three Hundred Twenty Thousand Dollars ($320,000).

3. 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 first above written.

"CONTRACTOR"	"CITY"
Yunex LLC	CITY OF DIAMOND BAR
*By: Gallaher Candace safgaca2 Digitally signed by Gallaher Candace safgaca2 Date: 2025.04.25 09:24:48 -07'00'	By: _____ Chia Yu Teng, Mayor
Printed Name: Candace Gallaher	
Title: Project Manager	
*By: Joshua Ferras Digitally signed by Josh DN: C=US, E=joshua.ferras@yunextraffic.com, O=Yunex LLC, OU=Customer Service, CN=Josh Reason: I am approving this document Date: 2025.04.25 09:26:29-07'00'	ATTEST:
Printed Name: Joshua Ferras	
Title: Project Manager	_____ Kristina Santana, City Clerk
	APPROVED AS TO FORM:
	Omar Sandoval, City Attorney

Agenda #: 5.12
Meeting Date: May 6, 2025

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONSTRUCTION AGREEMENT TO GENTRY BROTHERS, INC. FOR THE AREA 4 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREETS REHABILITATION (BREA CANYON CUT-OFF ROAD FROM SR-57 FREEWAY OFF RAMP TO WESTERLY CITY LIMITS; LEMON AVENUE FROM GOLDEN SPRINGS DRIVE TO NORTHERLY CITY LIMITS) PROJECT NO. SI251 & SI255.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

A. Determine that approving the design and plans for the proposed Project, and its construction, is exempt from the California Environmental Quality Act (CEQA) under Section 15301(c) of the CEQA Guidelines;

B. Adopt Resolution No. 2025-13 approving the design and plans for the Area 4 Residential & Collector Streets Rehabilitation and Arterial Streets Rehabilitation Project (Brea Canyon Cut-Off Road from SR-57 Freeway to Westerly City Limits; Lemon Avenue from Golden Springs Drive to Northerly City Limits);

C. Approve an adjustment of existing FY 2024/25 appropriations in the amount of $241,261 of Measure M Funds from Project SI251 to Project SI255;

D. Approve the adjustments to the Capital Improvement Program budget and establish a Project Payment Account containing sufficient funds from the current fiscal year budget; and

E. Approve, and authorize the City Manager to sign, a Construction Agreement with Gentry Brothers, Inc., in the amount of $2,575,366.95, plus a contingency amount of $515,073.39 for Contract Change Orders to be approved by the City Manager, for a total authorization amount of $3,090,440.34.

FINANCIAL IMPACT:

The Fiscal Year 2024/25 Capital Improvement Program includes an approved budget for each project component, identified under two project numbers, as detailed in the table below. In response to the bid/cost proposal received for the two base bid schedules, an adjustment to the corresponding funding sources is proposed below.

An amount of $241,261 Measure M funds is recommended to be re-appropriated from Project SI251 to Project SI255 to address the construction expenses and contingency shortfall. This transfer is reflected in the table below.

Based Bids	**Approved Budget (FY 2024/25 CIP)**	**Proposed Adjusted Budget**	**Encumbrance/ Expenses**	**Balance Per Proposed Adjusted Budget**
Residential & Collector Rehabilitation Area 4 - Project No. SI251 (Base Bid "Schedule A")				
Measure M	$950,000	**$708,740**		$708,7340
Measure R	$850,000	$850,000		$1,558,740
RMRA	$400,000	$400,000		$1,958,740
Hauler Fees	$250,000	$250,000		$2,208,740
Construction Bid			($1,124,316.70)	$1,084,423.30
Contingency (20%)			($224,863.34)	$859,559.96
Balance				**$859,559.96**
Arterial Street Rehabilitation Project No. SI255 - (Base Bid "Schedule B")				
RMRA	$900,000	$900,000		$900,000
Prop C	$600,000	$600,000		$1,500,000
Re-appropriation of Measure M Funds (*transfer from SI251*)		**$241,261**		$1,741,261
Construction Bid			($1,451,050.25)	$290,210.75
Contingency (20%)			($290,210.05)	$0.70
Balance				**$0.70**

The contingency amount of $515,073.39 will only be used in the event of unforeseen circumstances that warrant a contract change order.

BACKGROUND:

On February 21, 2023, the City Council approved a Consulting Services Agreement with Nichols Consulting Engineers, Inc. (NCE) to design the Residential & Collector Streets Rehabilitation and Arterial Street Rehabs, the Americans with Disabilities Act (ADA) Curb Ramp Improvement Projects. The Arterial Streets Rehabilitation encompasses various roads, including Golden Springs Drive, Grand Avenue, Brea Canyon Cut-Off Road, and Lemon Avenue.

DISCUSSION:

The Area 4 Residential & Collector Streets Rehabilitation and Arterial Street Rehabilitation Project is located in the southwest and northwest areas of the City. This Project includes approximately 2.7 centerline miles of residential and collector streets, requiring various pavement treatments such as slurry seal, chip seal, and asphaltic concrete (AC) overlay. Additionally, it involves repairing isolated areas of damaged AC pavement as identified through field assessments.

Furthermore, the Project includes approximately one centerline mile of arterial segments, notably:

- Lemon Avenue (from Golden Springs Drive to northerly City Limits)
- Brea Canyon Road Cut-Off (from State Route 57 to the westerly City limits)

For a detailed Project location, please refer to Attachment 2: Vicinity Map.

NCE has completed the preparation of the respective Plans, Specifications, and Estimates (PS&E). A full set of the Plans and Specifications is available electronically through the City Clerk's Office. The cover pages of the Plans and Specifications are shown in Attachment 3.

As presented to the City Council during the review and approval of the FY 24/25 CIP, in the Area 4 Residential and Collector Street Pavement Rehabilitation Project (SI251), slurry seal will be applied only to segments of residential roads undergoing pavement rehabilitation. This marks a shift from projects in previous years, where all streets in the residential area received slurry seal coat.

Lane closures and construction activities along Brea Canyon Cut-Off Road and Lemon Avenue will be authorized between 8:30 AM and 4:30 PM. While Public Works construction typically commences at 7:30 AM, Brea Canyon Cut-Off Rd. and Lemon Avenue experience significant daily/weekday traffic during both morning and evening peak hours. Delaying construction until 8:30 AM aims to minimize disruptions to the morning commuter traffic while ensuring that construction crews can work efficiently throughout the day to meet construction deadlines.

Additionally, the project team has carefully assessed the potential impacts of construction near school areas and will collaborate with the contractor to initiate work on concrete work items away from school traffic until affected schools are out for summer vacation, starting on May 30, 2025. This proactive approach will help mitigate disruptions and ensure the safety of students and commuters alike.

The Project was advertised for bids on March 21, 2025, with an engineer's estimate of $3.4 million. The bid opening date was set for April 8, 2025, and the Project was formatted into two (2) base bid schedules:

Base Bid "Schedule A": Residential & Collector Streets Rehabilitation (Area 4 – CIP# SI251.

Base Bid "Schedule B": Arterial Street Rehabilitation (Brea Canyon Cut-Off Road from SR-57 Freeway and Westerly City Limits; Lemon Avenue from Golden Springs Drive to Northerly City Limits - CIP# SI255.

Seven (7) bid proposals were received. **Gentry Brothers, Inc**. was the lowest responsible bidder with a Base Bid (A & B) amount of $2,575,366.95.

The results for the bids are shown below:

Company	**Base Bid**
1. Gentry Brothers, Inc.	**$2,575,366.95**
2. Onyx Paving Company, Inc.	$2,728,000.00
3. Hardy & Harper, Inc.	$2,770,000.00
4. Copp Contracting, Inc.	$2,773,554.69
5. Sequel Contractors, Inc.	$2,963,000.30
6. All American Asphalt	$3,043,027.65
7. R.J. Noble Company	$3,187,435.95

The tentative work schedule of the Project is as follows:

Approve Plans & Specifications	May 6, 2025
Award Construction Contract	May 6, 2025
Start of Construction	May/June 2025
Completion of Construction	August/September 2025

Therefore, it is recommended that the City Council approve the Plans and Specifications by adopting the Resolution included in Attachment 1. A project payment account will be established upon the award of the construction contract.

Environmental Review

Staff has determined that this Project is exempt from the California Environmental Quality Act (CEQA) provisions pursuant to the California Code of Regulations, guidelines for the implementation of the CEQA, Section 15301(c) under Class 1 Existing Facilities, existing highways and streets.

LEGAL REVIEW:

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

PREPARED BY:

Christian Malpica, Associate Engineer 5/6/2025

REVIEWED BY:

Hal Ghafari, Public Works Manager/Asst. City Engineer 4/25/2025

David G. Liu, Public Works Director/City Engineer 4/29/2025

Jason Jacobsen, Finance Director 4/29/2025

Attachments:

1. 5.12.a Resolution No. 2025-13 - Approval of Plans & Specifications
2. 5.12.b Plans and Specifications - Title Pages
3. 5.12.c Vicinity Map
4. 5.12.d Construction Agreement - Gentry Brother, Inc.

RESOLUTION NO. 2025-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR APPROVING THE PLANS AND SPECIFICATIONS FOR THE AREA 4 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION (BREA CANYON CUT-OFF ROAD FROM SOUTHBOUND SR-57 FREEWAY OFF RAMP TO WESTERLY CITY LIMITS; LEMON AVENUE FROM GOLDEN SPRINGS DRIVE TO NORTHERLY CITY LIMITS) PROJECT NO. SI251 & SI255, PURSUANT TO GOVERNMENT CODE SECTION 830.6.

WHEREAS, plans and specifications have been prepared for the Area 4 Residential and Collector Streets Rehabilitation and Arterial Streets Rehabilitation Project;

WHEREAS, Government Code Section 830.6 provides design immunity for construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement; and

WHEREAS, the Project is exempt from review under the California Environmental Quality Act pursuant to Section 15301(c) of the CEQA Regulations.

NOW, THEREFORE, it is found, determined, and resolved by the City Council of the City of Diamond Bar as follows**:**

Section 1. Legislative Intent and Findings.

A. The City retained Nichols Consulting Engineers (NCE) (“Consultant”) as the engineer to design and prepare the plans for the Area 4 Residential & Collector Streets Rehabilitation and Arterial Streets Rehabilitation (Brea Canyon Cut-Off Road from SR-57 Freeway to Westerly City Limits; Lemon Avenue from Golden Springs Drive to Northerly City Limits) Project.

B. The City Council's approval of the Plans and Specifications for the Project is exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, Section 15301(c), Existing Facilities.

C. The Consultants informed the City Engineer that these plans are complete and that construction of the Projects may begin.

D. The City Engineer reviewed the completed design and plans for the Project and agrees with the Consultants that the plans are complete and consistent with the City’s standards, and the Project may be constructed.

E. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

Section 2. Design Immunity; Authorization.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

Section 3. The City Clerk is directed to certify the adoption of this Resolution.

Section 4. This Resolution will become effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 6th day of May, 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 duly and regularly passed, approved and adopted by the City Council of the City of Diamond Bar, California, at its regular meeting held on 6th day of May, 2025, by the following vote:

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

_____
Kristina Santana, City Clerk

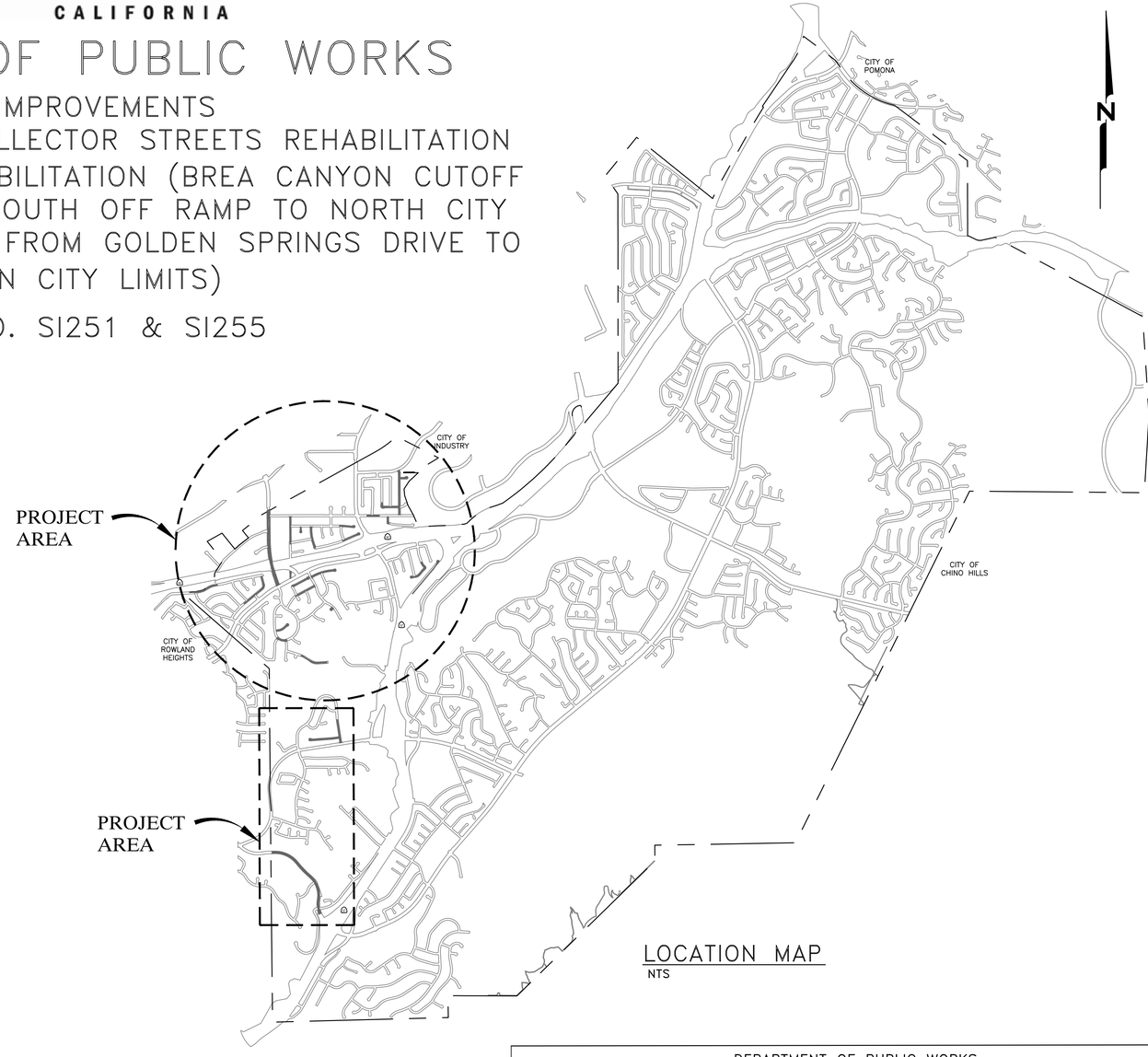
CITY OF DIAMOND BAR CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

STREET IMPROVEMENTS
AREA 4 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION (BREA CANYON CUTOFF ROAD FROM 57 FREEWAY SOUTH OFF RAMP TO NORTH CITY LIMITS AND LEMON AVENUE FROM GOLDEN SPRINGS DRIVE TO NORTHERN CITY LIMITS)

PROJECT NO. SI251 & SI255

VICINITY MAP



LOCATION MAP
NTS

SHEET INDEX	
SHEET NO.	SHEET TITLE
1	TITLE SHEET
2	NOTES, LEGEND, AND ABBREVIATIONS
3	VICINITY KEY MAP
4	VICINITY MAP 1
5	VICINITY MAP 2
6	VICINITY MAP 3
7	VICINITY MAP 4
8	IMPROVEMENT PLAN LEMON AVENUE "L" 10+00 TO 24+50
9	IMPROVEMENT PLAN LEMON AVENUE "L" 24+50 TO 33+32
10	IMPROVEMENT PLAN BREA CANYON CUTOFF ROAD "B" 10+00 TO 28+50
11	IMPROVEMENT PLAN BREA CANYON CUTOFF ROAD "B" 28+50 TO 37+05
12	STRIPING PLAN LEMON AVENUE "L"10+00 TO 24+50
13	STRIPING PLAN LEMON AVENUE "L" 24+50 TO 33+32
14	STRIPING PLAN BREA CANYON CUTOFF ROAD "B"10+00 TO 28+50
15	STRIPING PLAN BREA CANYON CUTOFF ROAD "B" 28+50 TO 37+05

811 Know what's below. Call before you dig.

ISSUED FOR BIDS DATE:02/26/2025

NO.	DATE	REVISION
REVIEWED BY		DATE
FH		02/21/2025

PREPARED BY:

REGISTERED PROFESSIONAL ENGINEER JIM BUI NO. C 86467 CIVIL STATE OF CALIFORNIA

NCE
2300 E. Katella Ave, Suite 125
Anaheim, CA 92806
(657) 275-3018

JIM BUI, P.E. RCE 86467 02/26/2025 DATE

SUBMITTED _____

REVIEWED _____

APPROVED 3/19/2025

DAVID G. LIU, P.E. RCE 44053 DATE
DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER

DEPARTMENT OF PUBLIC WORKS
CITY OF DIAMOND BAR
STATE OF CALIFORNIA

STREET IMPROVEMENTS
AREA 4 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION

TITLE SHEET

PROJECT NO. SI251 & SI255 | DATE: 02/26/2025 | SHEET 1 OF 15

G:\Active Projects\Diamond Bar - 742\742.05.02 2023-2026 Street Rehabilitation\Civil\Sheets\Area 4 Street Rehab\01 - Title Sheet.dwg | Layout: 1 | Printed Apr 25, 2025 @ 10:33am | (L:8.43,W:5.5in) (LWD Tech)

DEPARTMENT OF PUBLIC WORKS
CITY OF DIAMOND BAR
CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

AREA 4 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION (BREA CAYON CUTOFF ROAD FROM 57 FREEWAY SOUTH OFF RAMP TO NORTH CITY LIMITS AND LEMON AVENUE FROM GOLDEN SPRINGS DRIVE TO NORTHERN CITY LIMITS) PROJECT NO. SI251 & SI255.

All Questions Regarding This Project Are to Be Directed To:

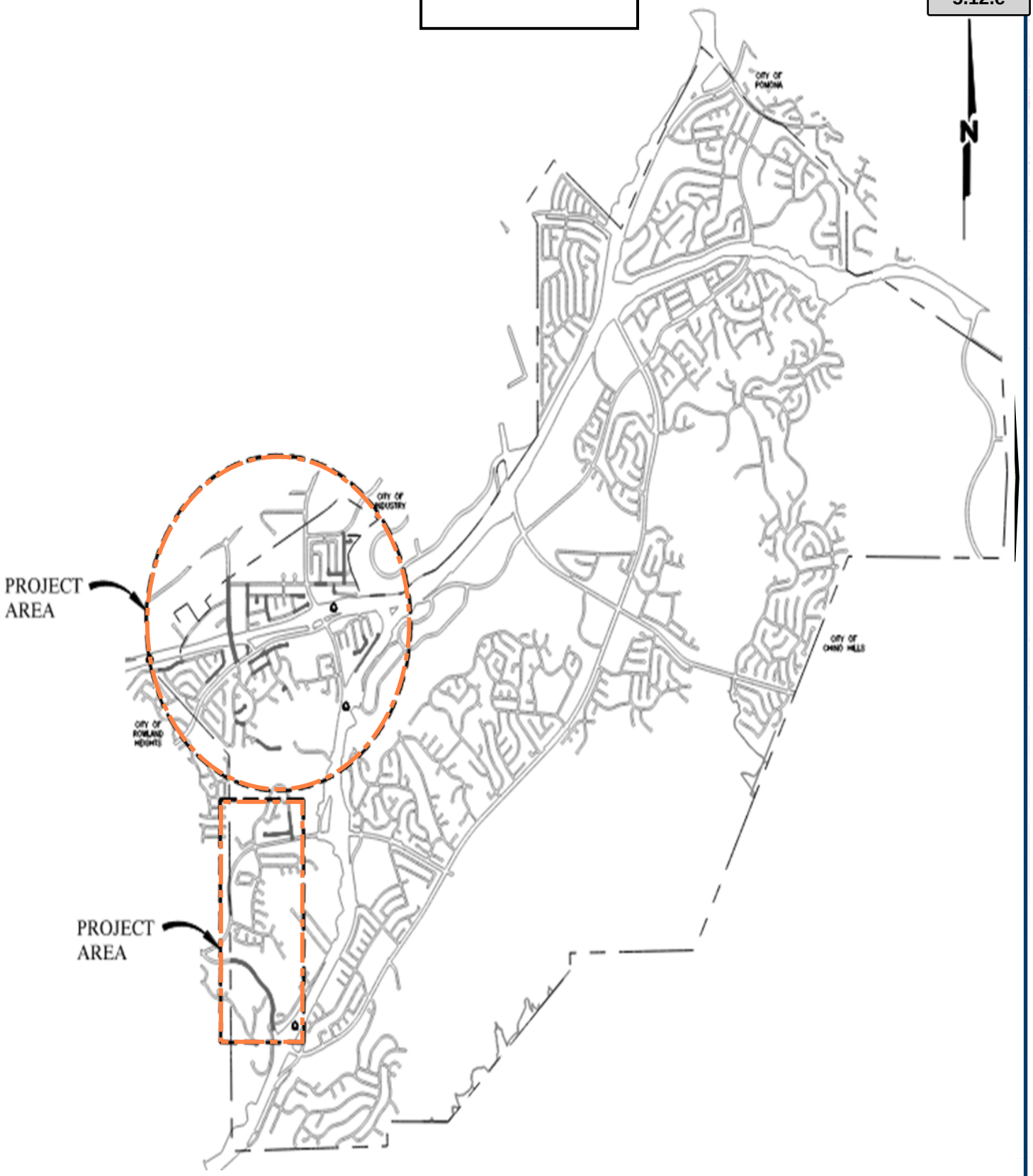
Mr. Christian Malpica
Associate Engineer

City of Diamond Bar
(909) 839-7038

Chia Yu Teng, Mayor
Steve Tye, Mayor Pro Tem
Andrew Chou, Council Member
Stan Liu, Council Member
Ruth M. Lou, Council Member
Daniel Fox, City Manager

February 2025

VICINITY MAP



CITY OF DIAMOND BAR CALIFORNIA

AREA 4 RESIDENTIAL & COLLECTOR STREETS AND ARTERIAL STREET REHABILIATION

DEPARTMENT OF PUBLIC WORKS

AGREEMENT

The following agreement ("AGREEMENT") is made and entered into, in duplicate, as of the date executed by the Mayor and attested to by the City Clerk, by and between Gentry Brothers, Inc. hereinafter referred to as the "CONTRACTOR" and the City of Diamond Bar, California, hereinafter referred to as "CITY."

WHEREAS, pursuant to Notice Inviting Sealed Bids, bids were received, publicly opened, and declared on the date specified in the notice; and

WHEREAS, CITY accepted the bid of CONTRACTOR Gentry Brothers, Inc. and;

WHEREAS, CITY has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the **AREA 4 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION (BREA CAYON CUTOFF ROAD FROM 57 FREEWAY SOUTH OFF RAMP TO NORTH CITY LIMITS AND LEMON AVENUE FROM GOLDEN SPRINGS DRIVE TO NORTHERN CITY LIMITS) PROJECT NO. SI251 & SI255** in the City of Diamond Bar.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the **AREA 4 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION (BREA CAYON CUTOFF ROAD FROM 57 FREEWAY SOUTH OFF RAMP TO NORTH CITY LIMITS AND LEMON AVENUE FROM GOLDEN SPRINGS DRIVE TO NORTHERN CITY LIMITS) PROJECT NO. SI251& SI255** in the City of Diamond Bar. The work to be performed in accordance with the plans and specifications, dated **February 2025** (The Plans and Specifications) on file in the office of the City Clerk and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The Plans and Specifications are incorporated herein by reference and made a part hereof with like force and effect as if set forth in full herein. The Plans and Specifications, CONTRACTOR'S Bid dated **April 8, 2025,** together with this AGREEMENT, shall constitute the contract between the parties. This AGREEMENT is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this AGREEMENT, the following order of precedence shall apply: (1) This AGREEMENT; (2) The Plans and Specifications; and (3) Contractor's bid.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation in the

amount of **Two Million Five Hundred Seventy-Five Thousand Three Hundred Sixty-Six Dollars and Ninety-Five Cents (2,575,366.95)** shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Final payment to Contractor shall be withheld for at least 30 days after the time in which Contractor has verified, to the City's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF CONTRACT: CONTRACTOR agrees to complete the work within **Fifty (50) working days** from the date of the notice to proceed.

CONTRACTOR agrees further to the assessment of liquidated damages in the amount of **seven hundred and fifty dollars ($750)** for each calendar day the work remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR under this AGREEMENT. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

5. INSURANCE: CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the CITY a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every CONTRACTOR shall secure the payment of compensation to his employees. The CONTRACTOR, prior to commencing work, shall sign and file with the CITY a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

b. For all operations of the CONTRACTOR or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

1) General Liability - $5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this AGREEMENT or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile - $5,000,000 per accident for bodily injury and property damage.

3) Employer's Liability - $1,000,000 per accident for bodily injury or disease.

c. Each such policy of insurance provided for in paragraph b. shall:

1) Be issued by an insurance company approved in writing by CITY, which is authorized to do business in the State of California.

2) Name as additional insured the City of Diamond Bar, its officers, agents and employees, and any other parties specified in the bid documents to be so included;

3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;

4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage."

5) Otherwise be in form satisfactory to the CITY.

d. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:

1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;

2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY.

e. The CONTRACTOR shall, prior to performing any work under this AGREEMENT, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance of such insurance, and the additional insured and other provisions required herein.

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 Owner (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 Attorney and the Finance Director. 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 behalf upon the CONTRACTOR's failure or refusal to do so 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.

6. 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.

CONTRACTOR shall forfeit, as penalty to CITY, not more than two hundred dollars ($200.00) 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.

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.

7. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California

Apprenticeship Council, properly indentured apprentices may be employed in the performance of the work.

CONTRACTOR is required to make contribution to funds established for the administrative of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other CONTRACTOR'S on the public works site are making such contributions.

CONTRACTOR and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the CONTRACTOR and any sub-contractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub- CONTRACTOR under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

9. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY: The CITY and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this AGREEMENT, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

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. This indemnity provision shall survive the termination of the AGREEMENT and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this AGREEMENT or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

11. NON-DISCRIMINATION: Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this AGREEMENT because of the race, color or religion of such person. A violation of this section exposes the CONTRACTOR to the penalties provided for in Labor Code Section 1735.

12. PAYMENT FUND: A City Council resolution established a Project Payment Account, encumbered money in the current budget, and assigned that money to the Project Payment Account, which is the sole source of funds available for payment of the contract sum set forth in Section 3 of this AGREEMENT. CONTRACTOR understands and agrees that CONTRACTOR will be paid only from this special fund and if for any reason this fund is not sufficient to pay CONTRACTOR, CONTRACTOR will not be entitled to payment. The availability of money in this fund, and CITY's ability to draw from this fund, are conditions precedent to CITY's obligation to make payments to CONTRACTOR.

13. PRESENTATION OF CLAIMS: Any claim, as that term is defined in Public Contract Code §9204, shall be submitted in accordance with Section 9204 and shall contain a sufficient description of the claim, the basis therefore and documentation in support of the claim. The claim shall be processed as more fully set forth in the Plans and Specifications.

14. TERMINATION: This AGREEMENT may be terminated by the CITY, without cause, upon the giving of a written "Notice of Termination" to CONTRACTOR at least thirty (30) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the City may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

State of California

"CONTRACTOR'S" License No. 397682-A

CONTRACTOR'S Business Phone: 626 357-9631

CONTRACTOR'S emergency phone which can be reached at any time: 626 357-9631

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT with all the formalities required by law on the respective dates set forth opposite their signatures.

By: _____
Title: CSO, SEC, TREAS
Date: 4-15-25

By: _____
Title: _____
Date: _____

CITY OF DIAMOND BAR, CALIFORNIA

By: _____
CHIA YU TENG, MAYOR

_____
Date

ATTEST:

By: _____
KRISTINA SANTANA, CITY CLERK

_____
Date

APPROVED AS TO FORM:

_____
OMAR SANDOVAL, CITY ATTORNEY

4-25-2025
Date

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

-- 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 #: 5.13
Meeting Date: May 6, 2025

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **ACCEPTANCE OF A SIDEWALK EASEMENT ON THE EVANGELICAL FREE CHURCH OF DIAMOND BAR PROPERTY LOCATED AT 3325 S DIAMOND BAR BLVD.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Accept and authorize the City Manager to sign the attached Sidewalk Easement Agreement on behalf of the City.

FINANCIAL IMPACT:

There is no fiscal impact associated with accepting the proposed sidewalk easement. Any future maintenance or improvements of the accepted sidewalk will be planned within the City's existing sidewalk maintenance program.

BACKGROUND/DISCUSSION:

To ensure Americans with Disability Act (ADA) compliance and accessibility for all pedestrians, the City worked with the property owner, Evangelical Free Church of Diamond Bar, at 3255 S Diamond Bar Blvd, to obtain a sidewalk easement. This easement will allow the City to maintain and improve the sidewalk to meet ADA standards along the frontage of the two driveways on Diamond Bar Blvd (Attachment 2).

Accepting this sidewalk easement will allow the City to ensure that pedestrian access in this area meets ADA requirements and remains accessible for public use. The easement provides the City with the authority to maintain and make any necessary future modifications to the sidewalk without requiring further private agreements.

The proposed easement document (Attachment 1) has been reviewed and approved by the City Attorney and the City's engineering consultant, ensuring all legal and technical requirements have been met.

The proposed action authorizes the City Manager to sign and accept this easement on behalf of the City.

LEGAL REVIEW:

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

PREPARED BY:

Vivian Chen
Vivian Chen, Associate Engineer 5/6/2025

REVIEWED BY:

Hal Ghafari
Hal Ghafari, Public Works Manager/Asst. City Engineer 4/24/2025

David G. Liu
David G. Liu, Public Works Director/City Engineer 4/25/2025

Attachments:
1. 5.13.a Efree Church Sidewalk Easement
2. 5.13.b Vicinity Map

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

DOCUMENTARY TRANSFER TAX $ PUBLIC AGENCY
____Computed on the consideration or value of property conveyed; OR
____Computed on the consideration or value less liens or encumbrances remaining at time of sale.

EXEMPTION FROM RECORDING FEE REQUESTED PURSUANT TO GOVERNMENT CODE § 6103

Signature of Declarant or Agent determining tax-

The undersigned Grantee declares that this document is recorded at the request of and for the benefit of the City of Diamond Bar and is therefore exempt from the payment of the recording fee pursuant to Government Code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

A.P.N.: 8285-028-034
City of Diamond Bar, California

SIDEWALK EASEMENT AGREEMENT

THIS SIDEWALK EASEMENT AGREEMENT (this "Agreement") is made and entered into this_____day of_____, 2025 by Evangelical Free Church of Diamond Bar, a California corporation ("Grantor"), and the City of Diamond Bar, California, a California Municipal Corporation ("Grantee").

RECITALS:

A. Grantor owns that certain real property and improvements located at 3255 South Diamond Bar Boulevard, Diamond Bar, Los Angeles County, California, commonly known as the Evangelical Free Church of Diamond Bar, a California corporation as legally described on Exhibit A, attached (the "**Property**").

B. In connection with Grantor's application to Grantee for a permit to perform certain work at the Property, including the improvement of drive approaches onto the public right-of-way, Grantee is requiring Grantor to grant this easement.

C. Grantor desires to grant to Grantee an easement over a portion of the Property for Grantee's maintaining the extension of the sidewalk right-of-way on the terms and conditions set out herein.

AGREEMENT:

1. Grant of Easement. Grantor hereby grants to Grantee for the use of the public, a nonexclusive, perpetual easement (the "Easement") over and across that certain real property legally described on the attached Exhibit B and depicted on the attached Exhibit C (the "Easement Area") for the purpose of maintaining an extension of the sidewalk right-of-way (the "**Sidewalk**"), and for no other purpose without Grantor's written consent.

2. Appurtenant. The Easement shall be appurtenant to and shall run with the land as to the property burdened thereby. The Easement and all rights granted in this Agreement shall be subject to all other easements and encumbrances of record on the date of recording hereof.

3. Maintenance of Easement Area. Grantee shall be responsible for the maintaining the Easement Area in good order and repair, and all costs and expenses of such maintenance shall be borne by Grantee. Upon the completion of any work done in the Easement Area, Grantee shall return the Easement Area to as good a condition as existed prior to any such work, including, but not limited to, the restoration of any concrete, asphalt, topsoil, lawn and nursery stock of like kind and quality.

4. Attorney Fees and Costs. In the event either party breaches any obligation under this Agreement, the nonbreaching party shall be entitled to all costs and expenses incurred, including reasonable attorney fees, as a result of the breach. In addition, in the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable as attorney fees in arbitration, at trial, and on appeal of such suit or action, in addition to all other sums provided by law.

5. Indemnification. Each party shall defend, indemnify, and hold the other party, its officers, agents, and employees, harmless against all liability, claims, demands, actions, judgements, losses, costs, and expenses, including attorney fees and costs arising from or caused by: (a) any negligent or intentional act or omission by the indemnifying party, its employees, agents, or contractors, in any way connected with the indemnifying party's use of the Easement or the Property.

6. Amendments. This Agreement may be amended or terminated only by a written instrument executed by Grantor and Grantee and recorded in the official real property records of Los Angeles County, California.

7. Entire Agreement. This Agreement contains the entire agreement between the parties and incorporates and supersedes all prior understandings and agreements, both written and oral with regard to the subject matter hereof.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement was executed on the day and year first above written.

GRANTOR:

Evangelical Free Church of Diamond Bar,
a California corporation

By: John Hamel
Print Name: John Hamel
Title: Owners Rep.

GRANTEE:

City of Diamond Bar, California,
a California Municipal Corporation

By: _____
Print Name: Dan Fox
Title: City Manager

ACKNOWLEDGEMENT

Evangelical Church of Diamond Bar, a California corporation

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles

On April 21, 2025 before me, Debbie Longacre, a Notary Public, personally appeared John Hamel, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

DEBBIE K. LONGACRE
Notary Public - California
Los Angeles County
Commission # 2437582
My Comm. Expires Mar 7, 2027

ACKNOWLEDGEMENT

CITY OF DIAMOND BAR, CALIFORNIA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On_____, before me,_____, a Notary Public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property granted by easement dated,_____, 2025 from Evangelical Church of Diamond Bar, a California corporation, to the CITY OF DIAMOND BAR, a governmental agency and California municipal corporation, is hereby accepted by the undersigned officer on behalf of the Diamond Bar City Council pursuant to authority conferred on_____, 2025 by the Diamond Bar City Council, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Dan Fox, City Manager

IN THE CITY OF DIAMOND BAR
EXHIBIT "A"

(LEGAL DESCRIPTION OF THE PROPERTY)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DIAMOND BAR, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 19 OF TRACT NO. 33417, IN THE CITY OF DIAMOND BAR, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 909, PAGE(S) 37 THROUGH 39 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8285-028-034

IN THE CITY OF DIAMOND BAR
EXHIBIT "B"
EASMENT AREA
(LEGAL DESCRIPTION)

THAT PORTION OF LOT 19 OF TRACT NO. 33417, IN THE CITY OF DIAMOND BAR, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 909, PAGES 37 THROUGH 39, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL "A"
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 19, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY OF DIAMOND BAR BOULEVARD AS SHOWN ON SAID TRACT NO. 33417; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 66°03'53" WEST 173.41 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 66°03'53" WEST 27.63 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 950.00 FEET;

THENCE SOUTHWESTERLY 3.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°14'06" TO A POINT DESIGNATED AS **POINT 'A'**;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY NORTH 21°03'49" EAST 2.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 948.33 FEET AND BEING CONCENTRIC WITH AND 1.67 FEET NORTHERLY OF SAID NORTHERLY RIGHT-OF-WAY, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 23°48'02" EAST;

THENCE NORTHEASTERLY 2.23 FEET ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 00°08'05" TO A LINE PARALLEL WITH AND 1.67 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM SAID NORTHERLY RIGHT-OF-WAY;

THENCE ALONG SAID PARALLEL LINE, NORTH 66°03'53" EAST 25.96 FEET;

THENCE SOUTH 68°56'11" EAST 2.36 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING AN AREA OF APPROXIMATELY 50 SQUARE FEET OR 0.001 ACRES.

PARCEL "B"
COMMENCING AT HEREINABOVE DESCRIBED **POINT 'A'**, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF DIAMOND BAR BOULEVARD, ALSO BEING ON A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 950.00 FEET;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTHWESTERLY 155.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°21'54" TO THE **TRUE POINT OF BEGINNING**, A RADIAL LINE TO SAID POINT BEARS SOUTH 14°20'07" EAST;

THENCE CONTINUING SOUTHWESTERLY 43.54 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 02°37'34";

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY NORTH 33°35'56" EAST 2.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 948.33 FEET AND BEING CONCENTRIC WITH AND 1.67 FEET NORTHERLY OF SAID NORTHERLY RIGHT-OF-WAY, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 11°48'40" EAST;

THENCE NORTHEASTERLY 40.12 FEET ALONG SAID NON-TANGENT CURVE AND SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 02°25'27;"

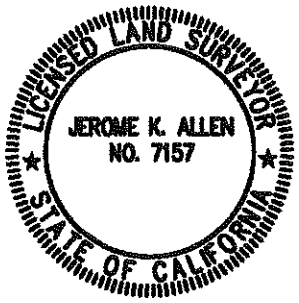
THENCE SOUTH 59°04'03" EAST 2.35 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING AN AREA OF APPROXIMATELY 70 SQUARE FEET OR 0.002 ACRES.

AS SHOWN ON THE ATTACHED EXHIBIT "C" AND BY THIS REFERENCE MADE A PART HEREOF.

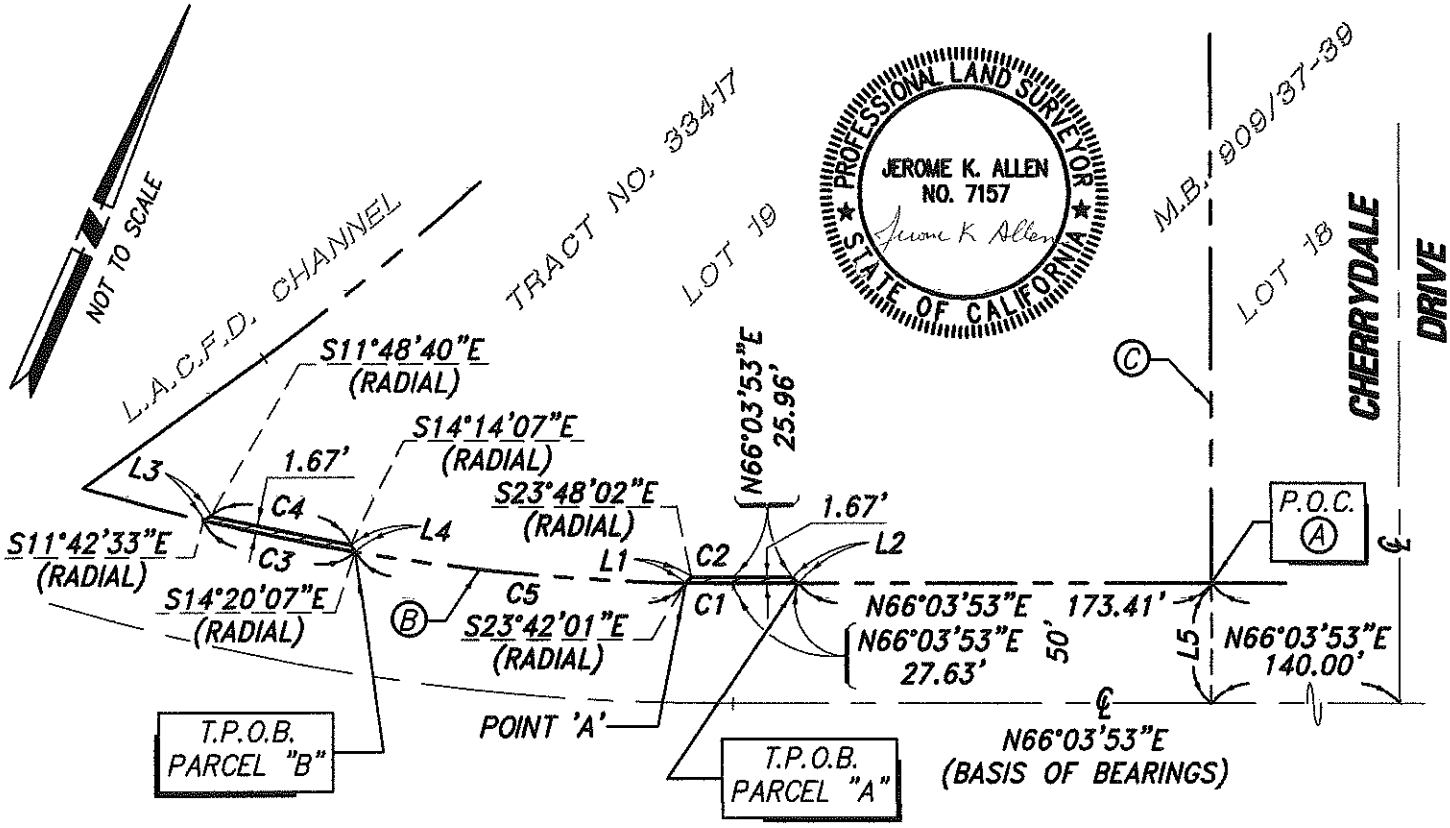
SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF ANY.

LEGAL DESCRIPTION PREPARED UNDER THE SUPERVISION OF:



Jerome K Allen 03-19-25

JEROME K. ALLEN, P.L.S. 7157 DATE



DIAMOND BAR BOULEVARD

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N21°03'49"E	2.35'
L2	N68°56'11"W	2.36'
L3	N33°35'56"E	2.38'
L4	N59°04'03"W	2.35'
L5	N23°56'07"W	50.00'

CURVE DATA TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	00°14'06"	950.00'	3.90'
C2	00°08'05"	948.33'	2.23'
C3	02°37'34"	950.00'	43.54'
C4	02°25'27"	948.33'	40.12'
C5	09°21'54"	950.00'	155.28'

NOTES:

(A) SOUTHEAST CORNER OF LOT 19 OF TRACT NO. 33417, M.B. 909, PAGES 37 THROUGH 39, INCLUSIVE OF MAPS.

(B) SOUTHEASTERLY LINE OF LOT 19 AND NORTHERLY RIGHT-OF-WAY OF DIAMOND BAR BOULEVARD AS SHOWN ON TRACT NO. 33417, M.B. 909, PAGES 37 THROUGH 39, INCLUSIVE OF MAPS.

(C) NORTHEASTERLY LINE OF LOT 19 OF TRACT NO. 33417, M.B. 909, PAGES 37 THROUGH 39, INCLUSIVE OF MAPS.

P.O.C. = POINT OF COMMENCMENT
T.P.O.B. = TRUE POINT OF BEGINNING
M.B. = MAP BOOK

BASIS OF BEARINGS:

THE BEARING OF N66°03'53"E FOR THE CENTERLINE OF DIAMOND BAR BOULEVARD AS SHOWN ON TRACT NO. 33417, FILED IN M.B. 909, PAGES 37 THROUGH 39, INCLUSIVE OF MAPS, RECORDS OF LOS ANGELES COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS EXHIBIT. ALL DIMENSIONS SHOWN HEREON ARE RECORD PER SAID MAP.

NOTE:

AS DESCRIBED ON THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART THEREOF.

INDICATES AREA OF EASEMENT

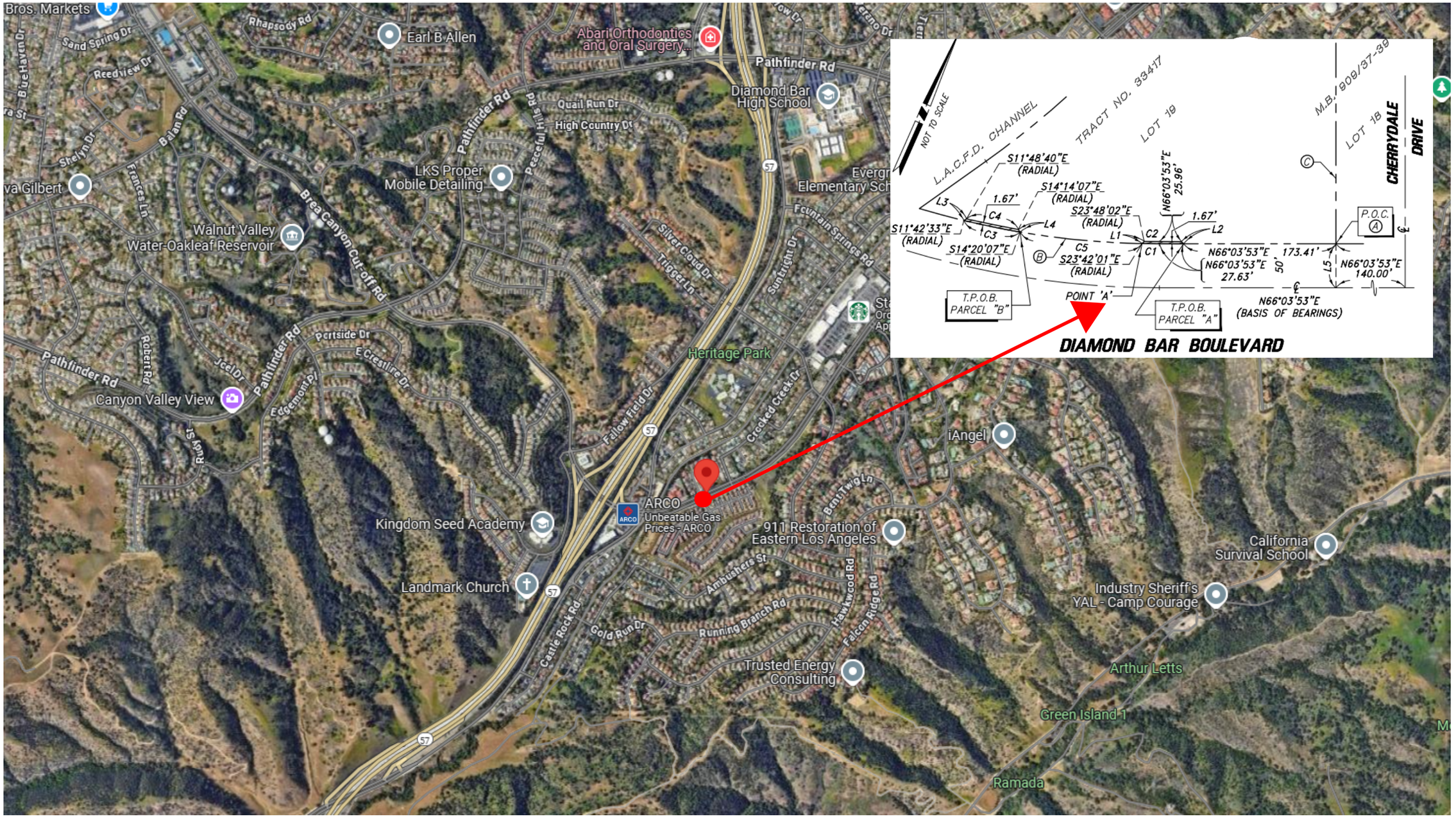
AREA OF EASEMENTS:

PARCEL "A" = 50 SQUARE FEET
PARCEL "B" = 70 SQUARE FEET

Prepared by:
Joseph C. Truxaw and Associates, Inc.
Civil Engineers and Land Surveyors
1915 W. Orangewood Ave., Suite 101, Orange, CA
(714) 935-0265 www.truxaw.com

EASEMENT AREA
IN THE CITY OF DIAMOND BAR

DRAWN: JKA	CHKD: CDB	PAGE 1 OF 1	EXHIBIT
DATE: 03-19-25	DATE: 03-19-25	EFC17068	



Location of the Sidewalk Easement

CITY OF DIAMOND BAR CALIFORNIA PUBLIC WORKS	**Attachment 2 – Vicinity and Location**	NTS
	Location of the Sidewalk Easement at 3255 Diamond Bar Blvd (E Free Church)	SHEET 1 of 1

Agenda #: 7.1
Meeting Date: May 6, 2025

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

TITLE: **SERVICES AGREEMENT WITH GOGO TECHNOLOGIES, INC. FOR DIAL-A-RIDE TRANSPORTATION SERVICES.**

STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

A. Approve and authorize the City Manager to sign a Services Agreement with GoGo Technologies, Inc. for Dial-A-Ride transportation services through June 30, 2028; and

B. Approve updates to the Diamond Ride Program Rules and authorize the City Manager to make future modifications as necessary to address operational and programmatic needs.

FINANCIAL IMPACT:

No additional appropriation is needed for the remainder of FY 2024/25 to support the transition to a new service provider and ensure uninterrupted transportation service until June 30, 2025. The proposed FY 2025-2026 budget will include $550,000 for transportation services, pending adoption of the budget by City Council. The Diamond Ride program is funded exclusively by Proposition A Transit Tax, generated from a County-wide half-cent sales tax for public transportation, with 25% distributed to local agencies based on population.

BACKGROUND:

The City's Dial-A-Ride Program (Diamond Ride) was established in April 1995 to provide residents ages 60 and older and residents with disabilities ages 18 and older with a non-primary subsidized transportation service. Since program inception, Diamond Ride has enhanced mobility and independence for residents, facilitating access to essential destinations and enriching their experience within the community. However, in an effort to maintain service quality and ensure fiscal sustainability, the program has

undergone various modifications, with the most recent significant changes implemented in December 2014.

As of April 2025, Diamond Ride operates as a taxi-based service and serves over 700 active cardholders, averaging nearly 1,000 one-way monthly trips. Operating daily from 7:00 a.m. to 8:00 p.m., including holidays, eligible participants can access up to 30 one-way or 15 round trips per month. The current Diamond Ride service areas include:

- Service Area 1 ($0.50 fare one-way) – Anywhere within Diamond Bar city limits.

- Service Area 2 ($1.50 fare one-way) – Any medical facility beyond City limits bounded by:

    - North: San Bernardino Freeway (I-10)
    - East: Ramona Avenue
    - South: Imperial Highway, Carbon Canyon Road/ Chino Hills Parkway
    - West: Harbor Boulevard/Azusa Avenue

    Service Area 2 also includes the following eligible medical facilities:

    - Pomona Valley Medical Center in Pomona, California.
    - Providence St. Jude Medical Center in Fullerton, California.
    - Kaiser Permanente Baldwin Park Medical Center in Baldwin Park, California.

- Conversion Trips – For trips extending beyond the established boundaries, referred to as “Conversion Trips,” standard Diamond Ride fares apply, in addition to a fee of $3.25 per mile to reach the destination after leaving the designated service area.

In 2015, the agreement for the taxi-based transportation service was awarded to American Cab Co., LLC (American Cab). Over the years, American Cab has undergone various name changes, with the most recent name change occurring in March 2024, in which OpCo Transit, Inc. (OpCo) was assigned the contractual obligations for Diamond Ride.

Since 2015, the popularity of Diamond Ride among eligible residents had grown significantly until the COVID-19 pandemic, which disrupted service levels and operational capacity. As OpCo strived to restore service to pre-pandemic conditions, challenges emerged with taxi-cab availability and driver shortages, adversely affecting service quality. City staff continuously receives concerns from Diamond Ride participants regarding late pickups, missed rides, and substandard customer service.

On February 24, 2025, OpCo informed the City of its intent to cease operations, citing rising business costs, particularly in insurance premiums, as the reason. However, to ensure uninterrupted service, OpCo has committed to providing taxi-based transportation services for Diamond Ride until the expiration of the current contract on June 30, 2025. It should be noted that before OpCo’s notification of its intent to cease operations, City staff had already issued a Request for Proposal (RFP) for Dial-A-Ride Transportation Services.

ANALYSIS:

Due to ongoing concerns about service quality, City staff recognized the need to evaluate the Diamond Ride Program to enhance service delivery and better meet residents' needs.

The City Manager's Office prepared a Request For Proposal (RFP) for Dial-A-Ride Transportation Services to solicit competitive proposals, ensuring fairness, cost-effectiveness, and adoption of industry standards and best practices. This procurement process began in the spring to ensure the agreement in time to transition to a new service provider and ensure service availability on July 1, 2025.

The RFP was posted on PlanetBids on January 27, 2025. The posting closed on February 28, 2025, and the following five vendors submitted proposals:

- Administrative Services Cooperative, Inc.
- B811 Transportation Service
- GoGo for Business
- PCAM, LLC
- Uber Technologies, Inc.

Analysis of Proposals

Given the urgency to select a contractor to ensure uninterrupted services after June 30, 2025, City staff conducted an expedited yet thorough review and evaluation of the submitted proposals. The goal was to identify a contractor that aligns with the City's overall program needs and provides the best value. At this analysis stage, two contractors were eliminated from further consideration due to significantly high costs and/or an inability to meet the City's full program requirements. The contractors removed from consideration were:

- B811 Transportation Service
- Uber Technologies, Inc.

The remaining three contractors were considered finalists, prompting City staff to engage in further discussions and reviews of each contractor's service model. The three finalists included:

- Administrative Services Cooperative, Inc.
- GoGo for Business
- PCAM LLC

Analysis of Finalist Contractors

<u>Administrative Service Cooperative, Inc. (ASC)</u>

ASC is a cooperative comprising multiple taxi companies operating throughout Los Angeles County. In response to the RFP, ASC proposed to dedicate five taxi-cab

vehicles to the Diamond Ride program. However, maintaining consistent and reliable service with just these five vehicles will require a strong incentive program to encourage drivers to stay in Diamond Bar. Drivers can leave without any obligation to return, which could decrease the number of available vehicles. This raises significant concerns about on-time performance during peak demand, an issue already faced by residents with the current service provider.

In discussions with ASC representatives, City staff noted that the proposed service offerings are similar to those of the current provider. ASC employs a pay-per-usage structure that includes a flag drop rate, a mileage rate, and fixed fees for administrative expenses and wheelchair trips. Staff concluded that the need for substantial driver incentives to maintain adequate service levels remains a point of further evaluation and concern.

GoGo for Business (GoGo)

GoGo is a technology company dedicated to improving the mobility and independence of seniors by providing on-demand transportation services through Transportation Network Companies (TNCs) such as Uber and Lyft. This service model enables Diamond Ride participants to request rides through a 24/7 virtual call center without needing a smartphone or mobile application.

GoGo has indicated that wheelchair-accessible vehicles within the Uber and Lyft networks are currently operating as part of a pilot program. Therefore, GoGo recommends utilizing a specialized subcontractor, Coast 2 Coast Transportation (C2C), for such needs of the program. In this arrangement, GoGo will manage standard and wheelchair-accessible trips under the Diamond Ride Program. Standard trips will be fulfilled through Uber and Lyft, while wheelchair-accessible trips will be coordinated through C2C.

GoGo's pricing structure operates on a pay-per-usage basis, featuring a standard flag drop rate, mileage rate, per-minute rate, monitoring and safety fees, booking fees, wheelchair fees, potential surcharges, and a fixed administrative fee.

Parking Company of America (PCAM)

PCAM specializes in transportation and parking management services for both the public and private sectors. Their service model for Diamond Ride includes two wheelchair-accessible vehicles available during regular operating hours. This approach will shift the City from a demand-responsive service model to a reservation-based system, employing 20-minute reservation windows that allow for at least three trips per hour per vehicle.

PCAM noted that 20 minutes is typically sufficient for local trips. However, if a vehicle is assigned to longer trips outside the City limits—such as to Service Area 2 or authorized satellite medical facilities—it will not be available for local service during that time. This limitation may impact overall service capacity, reducing trip availability from three to one per hour per vehicle due to longer travel distances, traffic conditions, and weather factors.

Unlike ASC and GoGo, where the City is subject to a pay-per-usage model, PCAM's service model requires that both wheelchair-accessible vehicles remain in service at all times. This results in fixed costs for the City, regardless of service utilization. City staff concluded that the transition from a flexible demand-responsive model to a reservation-based system is a concern, especially given that an estimated 70% of Diamond Ride trips begin in Diamond Bar and end outside the City or vice versa.

Cost Analysis

To ensure the continued efficiency and fiscal responsibility of the Diamond Ride program, a comparative cost analysis was conducted using prior actual expenditures and service levels. This analysis evaluates ASC, GoGo, and PCAM against current Diamond Ride program usage.

To ensure a fair comparison, the analysis standardizes costs based upon: meter fares, wheelchair fees, administrative fees, and system fees. This approach accounts for differences in how each provider bills for service and allows the City to assess the true cost of service delivery under each model.

Below is a summary of the estimated annual cost for all three proposing contractors based on the information in their proposal and actual ridership for FY 2023-2024.

	ASC	**GoGo**	**PCAM**
Meter Fare	$271,491.85	$269,303.06	$507,132.00
Wheelchair Fee	$20,475.00	$41,220.18	N/A
Admin Fee	$40,723.78	$45,000.00	N/A
System Fee	$5,500.00	N/A	N/A
Estimated Cost Per Month	**$28,182.55**	**$29,626.94**	**$42,261.00**
Estimated Annual Cost	**$338,190.63**	**$355,523.24**	**$507,132.00**

Recommended Contractor

After evaluating each finalist contractor, City staff has determined that GoGo is the most advantageous to the City because of its ability to meet the City's overall program needs while enhancing service. GoGo has experience working with over 500 government and non-profit organizations to deliver transportation services, and their ability to implement services seamlessly will ensure minimal disruption for current Diamond Ride participants.

GoGo provides a multi-channel booking system, allowing residents to maintain the familiarity and comfort they are accustomed to when booking Diamond Ride trips. Residents can contact GoGo's 24/7 virtual call center, speak with a live operator, or use a touch-tone dial system with specialized prompts. Additionally, residents can book trips

through a web portal, with access to a mobile application in the future.

Unlike ASC and PCAM, which restrict the City to a specific dedicated fleet size, GoGo's integration with TNCs like Uber and Lyft allows the City to access a broader network of available vehicles. This flexibility enables the City to meet the demand-responsive structure of the Diamond Ride Program effectively, ensuring on-time performance by averaging a 7-minute response time for ride-matching. Furthermore, Coast 2 Coast Transportation has confirmed they maintain a fleet of nine (9) wheelchair-accessible vehicles available to service Diamond Bar on a reservation-based or demand-responsive basis.

In addition to meeting the necessary program requirements, a partnership with GoGo will provide the following service enhancements and added features:

- GoGo Guardian Service: This feature includes a real-time monitoring system that tracks all trips from start to finish, ensuring rides are satisfactorily completed while providing real-time status updates. Residents will receive trip details, including the driver's name, vehicle type, estimated time of arrival, and trip changes. If a resident is running late to a destination, such as a doctor's office, GoGo will contact the doctor's office to inform them of the delay.

- Proper Ride Matching: GoGo will create a user profile for each eligible participant, allowing operators and City staff to add notes for specialized services or other pertinent information. This ensures participants receive the appropriate vehicle and service for their needs.

- Loved One Service: An emergency contact, referred to as a "Loved One," can be added to a rider's account. This person will receive text notifications regarding any trip-related activity for the rider, providing peace of mind for the "Loved One" who may schedule trips on behalf of the rider.

While the transition to GoGo is designed to be smooth and minimize disruptions, it is important to highlight a notable change residents can expect:

- Service Variability: Residents have grown accustomed to interacting with the same drivers and vehicles through OpCo. However, GoGo’s reliance on Uber and Lyft for trip fulfillment could impact the consistency of service that residents have experienced. GoGo utilizes a stringent vetting process for Uber and Lyft drivers, requiring a minimum 4.7-star rating, which filters out nearly 30% of drivers for the service. As a result, vehicles and drivers assigned to each ride will vary from trip to trip.

Despite this notable change, transitioning to GoGo will significantly enhance overall service delivery and address several concerns currently faced by Diamond Ride participants.

The initial agreement term will expire on June 30, 2028, with the option for the City to extend the agreement for two (2) additional one-year periods. The extended initial term of the agreement allows the City to lock in rates over the life of the agreement resulting

in potential savings in future expenditures.

Public Outreach and Engagement

With OpCo's current agreement set to expire on June 30, 2025, GoGo has expressed its readiness to transition and implement its services within two to four weeks following City Council approval. City staff will work closely with GoGo during this implementation phase to inform active Diamond Ride cardholders about the enhanced service and what to expect with GoGo.

An initial letter will be mailed to all active Diamond Ride cardholders to announce the transition and outline the program changes. Information on the transition will also be shared on the City's website and at the Diamond Bar Center. City staff will also be available via phone, email, and in person to answer questions and provide further information. It is important to note that City staff may adjust outreach efforts at any time based on reach and engagement levels.

Updates to Diamond Ride Program Rules

Inclusion of Kaiser Permanente Irwindale Medical Offices in Medical Service Area 2

Including Kaiser Permanente Irwindale Medical Office in Medical Service Area 2 is essential for improving healthcare access. Although there are Kaiser offices in Diamond Bar, specialized care services are only available at other locations due to resource availability. Participants have continuously expressed their need to travel to Irwindale Kaiser for specialized care, particularly for ophthalmology services. By including the Irwindale office in the service area, the City will eliminate the financial burden associated with conversion trips, thereby facilitating greater access to a comprehensive range of medical services for participants.

Elimination of Conversion Trips

Eliminating conversion trips from the service boundaries of the Diamond Ride Program is essential to restore the program's original purpose of providing residents with a non-primary subsidized transportation service. The current inclusion of these trips has led to confusion and concerns among residents and increased costs when using the service for non-medical travel outside of City limits, often to restaurants, retailers, and personal services. By eliminating conversion trips, the City clarifies the program's original intent and aligns with the City's Economic Development initiative, "Keep It Local: Shop Diamond Bar First," which encourages support for local businesses. Additionally, this change will enhance operational efficiency, allowing vehicles to be dedicated to more critical local and medical trips and ensuring that resources are used effectively for the benefit of the program.

Elimination of Holiday Ride

Eliminating the Holiday Ride Program from Diamond Ride is due to consistently low participation and enrollment in recent years. This free seasonal program operates from the day after Thanksgiving to January 2, from 7:00 a.m. to 8:00 p.m., allowing Diamond

Bar residents ages 18 and older to schedule complimentary trips to and from local businesses. Despite various promotional efforts by the City, the program has not generated sufficient interest among residents. By eliminating this offering, the City can redirect resources and focus on more impactful initiatives that address the program needs better.

Elimination of Fares

Eliminating fares across all service areas, including designated satellite medical facilities, will significantly enhance accessibility and promote equity within the community. By eliminating fares, the City ensures that transportation services are affordable for participants, particularly those who are low-income or living on fixed incomes. This initiative will also reduce financial barriers to public transit, providing equal access for all eligible residents. Additionally, removing fares will streamline operational processes and reduce administrative processes, enabling the City to allocate more resources towards enhancing service. It should be noted that while the elimination of fares is recommended, the City Council may modify this rule as needed based on program needs.

It has been suggested that a membership fee be collected in lieu of participants paying individual fares for each trip. While this option is available, it is important to consider the administrative costs associated with the City staff's time processing and managing such payments, which would be associated with the 700 – 1,000 applications received annually. Such administrative costs would likely exceed any revenue that would be received from a nominal annual membership fee. In addition, any revenue received would likely be considered Program Revenue and would need to deposited in the Prop A Fund and not offset any General Fund costs.

Miscellaneous Updates to the Diamond Ride Program Rules

Further updates to the Diamond Ride Program Rules aim to simplify and clarify the guidelines for participants and are outlined in the attached red-lined version (Attachment 2). These updates also authorize the City Manager to implement future modifications to the Diamond Ride Program Rules as needed to effectively address operational and programmatic requirements.

The updates to the Diamond Ride Program Rules emphasize the City's commitment to providing a non-primary supplemental transportation service that prioritizes the well-being of the City's senior and disabled residents.

LEGAL REVIEW:

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

PREPARED BY:

Alex Batres, Management Analyst 5/6/2025

REVIEWED BY:

Ryan McLean, Assistant City Manager 4/17/2025

Jason Jacobsen, Finance Director 4/17/2025

Attachments:

1. 7.1.a Services Agreement - GoGo Techonologies, Inc.
2. 7.1.b REDLINED - Diamond Ride Program Rules - 05.06.2025

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SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of May 6, 2025 by and between the City of Diamond Bar, a municipal corporation ("City") and GoGo Technologies, Inc., a Delaware Corporation ("Contractor").

1. Contractor's Services.

Subject to the terms and conditions set forth in this Agreement Contractor shall provide to the reasonable satisfaction of the City the Dial-A-Ride Transportation Services set forth in the attached Scope of Work attached hereto as Exhibit "A" in accordance with the Contractor's Proposal, dated February 27,2025, attached hereto as Exhibit "B." Exhibits "A" and "B" are hereby incorporated into this Agreement by reference as if set forth in full herein. As a material inducement to the City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

Dannette Mansfield (Principal Management Analyst) (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 performance 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, May 6, 2025, and shall continue until June 30, 2028 ("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 Contractor written notice of the exercise of this option at least thirty (30) days prior to the expiration of the initial Term. In the event the City exercises its option to extend the Term, Contractor's compensation shall be subject to an adjustment upon the effective date of extension as follows:

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

3. Compensation. City agrees to compensate Contractor for services 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 arrears in the form specified by City. Payment to Contractor for Dial-A-Ride Transportation Services for Fiscal Year 2024-2025 (July 1, 2024 – June 30, 2025) shall not exceed fifty thousand dollars and zero cents ($50,000.00). Payment to Contractor for Dial-A-Ride Transportation Services for Fiscal Year 2025-2026 (July 1, 2025 – June 30, 2026) and subsequent fiscal years shall be subject to a not-to-exceed amount of five hundred fifty thousand dollars and zero cents ($550,000.00) annually, which is subject to City Council appropriation and approval of the Fiscal Year 2025-2026 and subsequent City Budgets. 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 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 following order of precedence shall apply: (a) this Agreement; (b) Contractor's Proposal (Exhibit "A"); an (c) the Scope of Work (Exhibit "B").

7. Status as Independent Contractor.

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

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

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

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

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

8. Standard of Performance. Contractor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work. City shall have the right to require Contractor to discontinue engagement of, or to replace, any subcontractor that does not meet the satisfaction of the City in the City's sole discretion.

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 Workers' Compensation Act and other employee benefit acts with respect to Contractor's employees or Contractor's contractor's employees arising out of Contractor's work under this Agreement; and

(2) Any and all claims arising out of Contractor's or its subcontractor's performance of work hereunder or their 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.

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

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 $1,000,000.00 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. 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. Ownership of Materials. Except as specifically provided in this Agreement, all materials provided by Contractor 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. Contractor may, however, make and retain such copies of said documents and materials as Contractor may desire.

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

14. 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.

15. 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 delivery of the notice. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits.

16. Personnel/Designated Person. Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Except as provided in this Agreement, 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 in its sole discretion to require Contractor to exclude any employee from performing services on City's program.

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. Reserved.

19. 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 services.

20. Liquidated Damages. The parties agree that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; and (iii) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches. The parties further acknowledge that City has considered and relied on Contractor's representations as to its quality-of-service commitment in entering into this Agreement. Therefore, without

prejudice to City's right to treat such breaches as an event of default under this Agreement, the Parties agree that the liquidated damage amounts in Exhibit A represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

21. 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.

22. 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.

23. Compliance with Laws. Contractor 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 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.

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 Contractors.

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.

"CONTRACTOR"	"CITY"
GoGo Technologies, Inc. PO Box 25634 Pasadena, CA 91185-5634 Attn.: Justin Boogaard Phone: 844-901-1678 E-Mail: jboo@gogograndparent.com	City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765-4178 Attn.: Dannette Mansfield Phone: 909-839-7012 E-mail: dmansfield@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 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.

[SIGNATURE PAGE FOLLOWS]

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

"Contractor"

GOGO TECHNOLOGIES, INC.

By: Signed by: 4C72525D593945A... _____
Printed Name: Justin Boogaard
Title: Chief Executive Officer

By: _____
Printed Name: _____
Title: _____

"City"

CITY OF DIAMOND BAR

By: _____
Daniel Fox, City Manager

ATTEST:

_____
Kristina Santana, City Clerk

Approved as to form:

By: Signed by: 4F8D2446CBF547C... _____
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.*

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EXHIBIT “A”

Docusign Envelope ID: 10A09B53-A18E-4A1E-A921-EEBE7630E60B

GoGo Technologies:

Diamond Bar Dial-A-Ride Transportation Services Proposal

Docusign Envelope ID: 10A09B53-A18E-4A1E-A921-EEBE7630E60B

February 27, 2025

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

RE: Diamond Ride Program Transportation Services Proposal

To the City of Diamond Bar Selection Committee,

GoGo Technologies is pleased to submit our proposal for the City of Diamond Bar's Dial-A-Ride Transportation Services (Diamond Ride Program). We believe our innovative technology-driven approach will enhance transportation services for Diamond Bar residents while maintaining the personal touch and reliability they expect.

Our proposal addresses your specific needs by providing:

- **Specialized Older Adult Support**: Our operators are specifically trained to assist older adults with patience and understanding
- **Multiple Booking Options**: 24/7 phone-based system with live operators, web portal, and family/caregiver access
- **Enhanced Safety Features**: Our proprietary "GoGo Guardian" monitoring system provides real-time oversight for every ride
- **Extensive Service Coverage**: Partnerships with Uber, Lyft, and Coast 2 Coast Transportation ensure consistent availability
- **California Expertise**: Over 200,000 rides provided across California in the past 12 months

This proposal demonstrates GoGo's ability to implement a reliable, efficient transportation program for older adults and individuals with disabilities in the City of Diamond Bar. All conditions proposed are valid for a period of at least one hundred and eighty (180) calendar days from the submission date.

We welcome the opportunity to discuss our proposal in more detail. Thank you for your consideration.

Sincerely,

Gina Gambaro

Signature
Director, Enterprise Growth | GoGo Technologies, Inc.
Email: gina@gogoforbusiness.com
Phone: (314) 303-0249

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Project Team

Organization Chart

Key Personnel

Gina Gambaro, Director, Enterprise Growth (Main Point of Contact)
Enterprise growth is led by Gina Gambaro who has a successful background in technology and customer success spanning more than 20 years. Gina was one of the founding enterprise team members at GoGo and prior to her current role, she led a $50m revenue team at 1health. Gina has contributed to lead the "GoGo Way" which is heart and compassion first and wallet second.

Responsibilities: Primary point of contact for the City of Diamond Bar, oversees implementation and initial program success.

LinkedIn Resume: https://www.linkedin.com/in/gina-gambaro-7b961932/
Email: gina@gogoforbusiness.com

Ben Eachus, Head of Partnerships
The Partnership team is led by Ben Eachus who has a successful background in technology and customer success spanning more than 15 years.

Responsibilities: Oversees partnership development and management, ensures successful integration with transportation providers.

LinkedIn Resume: https://www.linkedin.com/in/benjamin-eachus-a4587855/
Email: ben@gogoforbusiness.com

Danny Angel, Director, Client Success
With over five years of committed expertise as a Customer Success Manager at GoGo for Business, Danny Angel specializes in analytics, troubleshooting, dashboard updating, QuickBooks, invoicing, planning, budgeting, and training new partners.

Responsibilities: Day-to-day client relationship management, training, reporting, performance tracking, problem resolution.

LinkedIn Resume: https://www.linkedin.com/in/danny-angel-501768264/
Email: danny@poweredbygogo.com

Jerry De La Mora, Client Support Specialist
Jerry is a seasoned professional with a dedication to providing specialized assistance to older adults. With a wealth of experience, he excels in guiding individuals through the intricacies of modern technology, addressing inquiries about various products and services, and serving as the first point of contact for partner accounts encountering technical challenges.

Responsibilities: Front-line customer support, technical issue resolution, user assistance.

LinkedIn Resume: https://www.linkedin.com/in/jerry-de-la-mora-4481b734a/
Email: jerry@gogoforbusiness.com

Team Availability

- Danny is available Monday-Friday 6 AM-3 PM PST
- Jerry is available Monday-Friday 10-7 PM PST
- Operators are available 24/7
- Drivers are available 24/7/365
- You will be given a direct email and phone number for your account team

In addition to our project team, GoGo has an additional 300 individuals dedicated to operations, support and logistics 24/7/365. Our teams are based across the US, Europe and Asia and all highly skilled and English speaking.

Personnel Changes

If any changes in personnel or subcontractors occur during the contract period, GoGo shall notify the City and furnish the same required information for review and approval.

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Firm's Experience/References

Reference 1

- **Organization**: City of Newton, MA
- **Contact**: Jenn Martin
- **Title**: Director of Transportation Planning
- **Phone**: 617-796-1481
- **Email**: jmartin@newtonma.gov
- **Address**: 1000 Commonwealth Ave., Newton Centre, MA 02459
- **Project Name**: GoGo Newton
- **Date of Completion**: Active Partner

Reference 2

- **Organization**: New York State Office for the Aging (NYSOFA)
- **Contact**: Greg Olsen
- **Title**: Acting Director
- **Phone**: 518-486-6067
- **Email**: greg.olsen@aging.ny.gov
- **Address**: 2 Empire State Plaza, Albany NY, 12223
- **Project Name**: GoGo Offices of the Aging Subsidy
- **Date of Completion**: Active Partner

Reference 3

- **Organization**: Solano Transportation Authority
- **Contact**: Debbie McQuilkin
- **Title**: Mobility Program Manager
- **Phone**: 707-399-3231
- **Email**: dmcquilkin@sta.ca.gov
- **Address**: 423 Main Street, Suisun City, CA 94585
- **Project Name**: Solano Older Adults Medical Trip Concierge Service
- **Date of Completion**: Active Partner

Reference 4

- **Organization**: City of Paramount, CA
- **Contact**: Magda Garcia
- **Title**: Recreation Supervisor
- **Phone**: 562-220-2093
- **Email**: mgarcia@paramountcity.com
- **Address**: 16400 Colorado Ave, Paramount, CA 90723
- **Project Name**: Paramount In Motion
- **Date of Completion**: Active Partner

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Links to Active Partner Program Pages

- **City of Newton, MA**: https://www.newtonma.gov/government/planning/gogo
- **Solano Transportation Authority**: https://solanomobility.org/program/solano-older-adults-medical-trip-concierge-service/
- **City of Paramount, CA**: https://www.paramountcity.gov/community/transit-services/
- **Dutchess County, NY - GoGo Veterans**: https://www.dutchessny.gov/46492.htm
- **City of Menifee, CA**: https://www.cityofmenifee.us/1077/GOGO-Grandparent

Methodology/Project Understanding

Approach to Fulfilling Scope of Work

GoGo Technologies thoroughly understands the City of Diamond Bar's requirements for the Dial-A-Ride (Diamond Ride) program and is uniquely positioned to fulfill the scope of work through our specialized transportation solution.

Program Understanding: The City of Diamond Bar aims to provide Dial-A-Ride transportation services for older adults and adults with disabilities. The contract will run from July 1, 2025, to June 30, 2028, with the possibility of extension. The program needs to serve residents aged 60+ and adults with disabilities (18+) within the defined service areas, with trips limited to 30 one-way trips per month per rider.

Background: GoGoGrandparent was founded in 2016 by GoGo's CEO, Justin Boogaard. He was inspired to create GoGo for his grandmother, Betty. She wanted to use "on-demand" services but didn't use a smartphone and was not comfortable ordering an Uber or Lyft on her own. The idea for GoGo was simple: make on-demand services work reliably for people without smartphones or apps. Now, Grandma Betty and hundreds of thousands of people across North America count on GoGo to lead independent lives, making GoGo the largest virtual retirement community by lives served.

We believe that GoGo Technologies, DBA GoGo, is the best fit to enhance the Diamond Ride program due to our focus on serving older adults. For example, GoGo's service includes a phone-based, context aware reservation system, allowing riders without access to smartphones or the internet to book rides through a toll-free number to ensure accessibility. Additionally, approved riders can access GoGo through a web-based portal. Ride services can also be requested and prescheduled on a rider's behalf by a City of Diamond Bar staff member or an approved "Loved One".

While more and more older adults have adopted smartphone technology, many still prefer to speak with a live operator for ride ordering. GoGo's virtual call center staff is specially trained to support sensitive populations and to help them feel comfortable taking advantage of popular on-demand services. To administer the program and ensure accessibility for all Diamond Bar residents, GoGo provides a 24/7 call center where operators assist with ride ordering and rider support. All trips are actively monitored by our proprietary ride monitoring systems called "the GoGo Guardian" and will notify our operators (GoGo Guardians) if a rider requires assistance.

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To ensure the needs of your residents are met, GoGo maintains a profile for each rider to keep track of special requests or impairments they may have. Within 30 seconds of a trip being accepted by a licensed and authorized TNC driver, GoGo checks to see if the car assigned meets the rider's specified requirements (for example, is too big or too small for someone with ambulatory ailments, is the driver comfortable with older adults, is the trunk large enough to accommodate a wheelchair or packages, etc.).

If a driver meets your requirements, we will issue a series of communications to the driver through the driver's ride sharing app, including text messages and calls with the intention of passing on the rider's needs to ensure they are comfortable supporting those specific requirements. If the rider has indicated they have visual impairments or ambulatory equipment, we let the driver know and give them the opportunity to opt-out of the ride. An emergency contact or "Loved One" may be added to a rider's account so that the person or persons will be notified via SMS when the rider has ordered a ride and again when the rider has been successfully dropped off, adding peace of mind for family members, care takers and/or city staff.

Furthermore, GoGo takes steps to ensure that your residents received a high level of service. Because GoGo partners with Transportation Network Companies (TNCs), local taxi and WAV providers, we've implemented a rigorous vetting process. For TNC drivers, they must have a 4.7 rating or higher to be eligible to drive for a GoGo program. They must also opt-in to supporting the needs of older adults, lending an elbow in and out of a vehicle, folding up a walker or wheelchair and assisting with luggage and other items a community member may need assistance with. This requirement alone filters out more than ~30% of TNC drivers who are unwilling or unable to support older adults. All drivers are background checked every 6 months, going back 7 years.

Our strategic partnership and integration with Uber, Lyft and other transportation providers makes it easier for residents to book on-demand transportation quickly, easily, and with 99% reliability. Uber leads the US ridesharing industry with 74% market share (Forbes.com, December 2023). Within Uber, Uber Transit is a dedicated team with experience partnering with public agencies. Uber Transit has partnered with over 70 public agencies around the world, including the City of Summit, New Jersey, New Jersey Transit, and New York City Transit.

Beyond our TNC network, GoGo partners with trusted Non-Emergency Medical Transportation (NEMT) vendors like Coast 2 Coast Transportation.

GoGo has experience partnering with more than 500 government and non-profit organizations to provide transportation services to older adults and people living with disabilities and/or impairments. For example, we've partnered with municipalities such as the Cities of Oakland, Berkeley, Paramount & Menifee, Fresno Council of Governments, the City of Newton, MA and most recently, the New York State Office for the Aging (available in 32 of 62 counties statewide). Moreover, GoGo has partnered with dozens of Area Agencies on Aging to provide subsidized, on-demand or pre-scheduled rides for older adults across the United States.

Each of our partnerships have unique program requirements such as ride limits, subsidy structures, geofence restrictions, etc. The GoGo platform provides the flexibility required to meet

the needs of our partners nationwide. This experience will be helpful for The City of Diamond Bar as they work to implement and manage an updated community transportation program and knowing that GoGo has vast experience in this field, will prove beneficial to the team and residents.

In addition to transportation services, other available services include grocery, warm meal and pharmaceutical delivery as well as home services.

Advantages Over Traditional Services

1. **Technology Integration**
    - Real-time tracking and monitoring
    - Automated dispatching for efficiency
    - Digital record-keeping and reporting
    - Integrations with Uber & Lyft
    - Unified invoicing with multiple transportation providers (including taxi & WAV vendors)
    - Can automate identification through our innovative portal without the city having to provide cards but instead updating valid riders in the portal or through a data resource such as a spreadsheet in real-time
    - Custom number will be created for the City of Diamond Bar and staffed 24/7/365
    - All calls are recorded
2. **Scalability**
    - Ability to handle demand fluctuations
    - No fixed fleet size limitations
    - Multiple backup options for service delivery
3. **Customer Experience**
    - Multiple booking options
    - Real-time status updates
    - Specialized older adult support
    - Family/caregiver/City portal access
    - Enterprise Team Support
    - Riders may have up to 3 additional riders without additional charges as long as the pick-up and drop off locations are the same

Technical Capabilities

1. **Multi-Channel Booking System**
    - Phone-based reservation system with 24/7 live operators
    - Web portal access
    - Upcoming mobile app (Q2 2025)
    - Custom phone numbers with specialized prompts
2. **Customer Service**
    - 300+ FTE customer service representatives available 24/7/365
    - Multilingual support available
    - Specialized training for working with older adults and disabled individuals

- "Guardian Software" for ride monitoring and safety checks
- GoGo will conduct anonymous satisfaction survey annually
- Enterprise Team will conduct bi-weekly, quarterly and annual reviews to ensure the service remains cost-effective and responsive
- Any changes to the program by the city will be reflected within 30 days

3. **Driver Requirements**
   - Strict vetting process (filters out >30% of drivers)
   - Minimum 4.7-star rating requirement
   - Required WAV training for assistance with mobility devices
   - Agree to support impairments in and out of the vehicles
   - Three-strike policy for cancellations
4. **Operational Experience**
   - Partnerships with 500+ government organizations
   - Services in 26,000+ cities
   - Integration with multiple transportation providers (Uber, Lyft, taxi services)
   - Average 7-minute response time for ride matching
   - Turn-key but customizable solution

Detailed Work Plan

1. **Ride Booking Process**:
   - Eligible Diamond Ride cardholders call the dedicated Diamond Bar phone number
   - GoGo operators verify eligibility (no physical card required - digital verification)
   - Customer provides trip details (pickup location, destination, time, special needs)
   - GoGo assigns the ride to an appropriate driver based on requirements
   - Real-time monitoring begins and continues throughout the trip
   - Notifications sent to emergency contacts if designated
2. **Driver Selection and Communication**:
   - Within 30 seconds of trip acceptance, GoGo verifies the driver meets rider requirements
   - Special instructions communicated to driver regarding rider needs
   - Drivers may opt-out if they cannot accommodate specific needs (replaced immediately)
   - For riders with mobility equipment, appropriate vehicles are dispatched
3. **Service Delivery**:
   - Average 7-minute response time for ride matching
   - Drivers assist riders as needed (lending an arm, folding walkers/wheelchairs, etc.)
   - Continuous monitoring through "GoGo Guardian" system
   - Support available throughout the ride for both rider and driver
4. **Payment Processing**:
   - Rider pays standard fare ($0.50 for Service Area 1, $1.50 for Service Area 2)
   - GoGo collects payment via credit card or mailed check (minimum deposit $60.00 for checks)
   - GoGo applies appropriate subsidy based on service area
   - Monthly consolidated invoicing to the City

5. **Reporting and Management**:
    - Comprehensive reporting provided by the 15th of each month
    - Real-time access to program data through secure portal
    - Regular reviews with City staff to evaluate program performance
    - Continuous improvement through data-driven insights
    - GoGo will conduct anonymous satisfaction survey annually

Operational Requirements and Compliance

GoGo is fully prepared to meet the operational requirements specified in the RFP. Below is a detailed overview of our compliance with key requirements:

Vehicle Operators Requirements

GoGo contracts with Uber, Lyft and Coast 2 Coast, with the following driver requirements:

- Use of eligible 4-door vehicles
- Valid US driver's license
- Proof of residency in their city, state, or province
- Proof of vehicle insurance for personally owned vehicles
- Driver profile photo
- Compliance with all state, county and city specific requirements
- Minimum of one-year licensed driving experience in the US (3 years if under 25)
- Background checks going back 7 years and renewed every 6 months
- Complete California DMV check requirements

Staffing Requirements

- **Adequate staffing levels**: Our network of contractors provides ample vehicles to support the program with built-in redundancy
- **Service consistency**: Services are available 24/7/365 with the ability to adjust based on specific program needs
- **Licensing compliance**: All drivers maintain valid California Driver's Licenses and required certifications
- **Professional standards**: All personnel maintain clean and professional appearance

Minimum Qualifications

- **Background verification**: GoGo performs background checks on all drivers going back 7 years to screen for DUI/controlled substance convictions, license suspensions, outstanding arrest warrants and other infractions.
- **Performance standards**: Drivers must complete approximately 75 successful trips and maintain a 4.7+ star rating to be eligible participate in GoGo programs
- **Navigation assistance**: While drivers typically use GPS for navigation, they receive orientation about the service area

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- **Passenger sensitivity**: Drivers are made aware of riders' special needs and must opt in to supporting those needs
- **Problem resolution**: Our 24/7 call center addresses rider support needs, with escalation paths to supervisors as needed; drivers receiving complaints are removed from the program

Dispatch and Communication

- **Reservation accuracy**: GoGo will accurately record and schedule all trip reservations
- **Complaint management**: Effective systems are in place for managing complaints and customer service inquiries
    - Complaints and support requests may be escalated to team leads for appropriate resolution
- **Responsive communication**: 24/7 phone support for transportation services questions and assistance
- **Dedicated account team**: Available between the hours of 6am – 7pm PT via email and phone
- **Language support**: While our live operators currently support English and Spanish, GoGo can work with the City to implement Language Line services for Mandarin and Korean support

Operating Hours

- Diamond Bar requires 7:00 AM - 8:00 PM PST
- GoGo offers 24/7/365 service for maximum flexibility

Vehicle Requirements

Our vehicles meet all requirements through our partnerships with Uber, Lyft, and Coast 2 Coast:

- 4-door vehicles able to transport a minimum of 4 passengers
- Vehicle models 16 years old or newer
- No salvaged, reconstructed, or rebuilt titles
- No cosmetic damage, missing pieces, or commercial branding
- GoGo's technology allows for requested car type (electric vehicle, minivan, etc.)
- Coast 2 Coast maintains a fleet of non-ambulatory, WAV vehicles with daily pre-trip inspections and regular maintenance

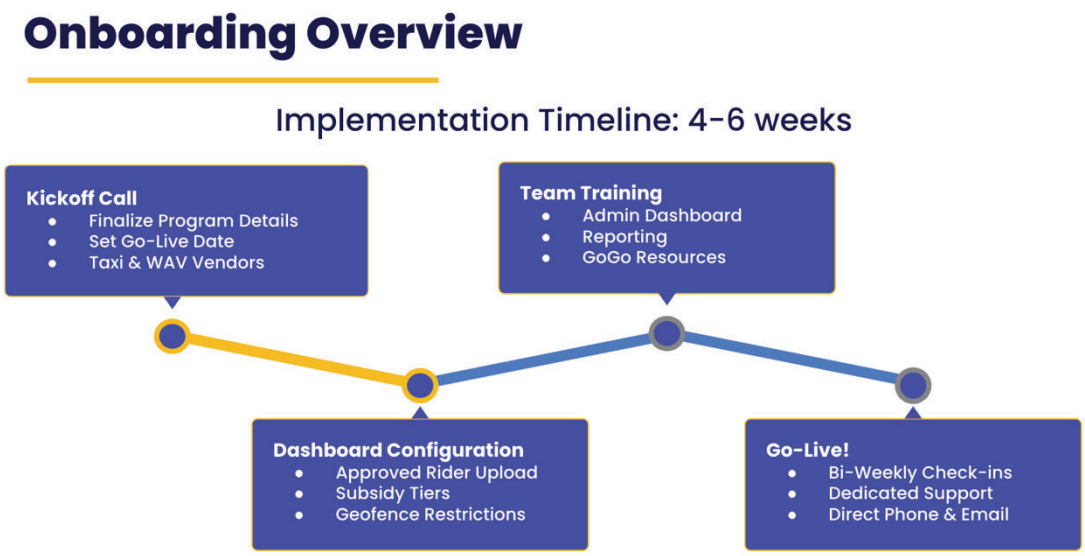
Operational Emergencies

GoGo has emergency response protocols in place:

- 24/7/365 support and ride monitoring for all rides in real-time
- Reporting of hazardous conditions created by weather or road conditions
- Prompt notification of in-service failures to the City
- Immediate reporting of wheelchair lift failures

- Protocols for medical emergencies, including 911 coordination when appropriate
- Comprehensive accident/collision reporting procedures

Transition Plan



The transition from the current provider to GoGo Technologies will be carefully managed to ensure a seamless experience for Diamond Bar residents. Our transition plan includes:

1. **Pre-Launch (30-60 days prior to July 1, 2025)**:
    - Establish program requirements and configurations with City staff
    - Set up Diamond Bar's dedicated phone number
    - Configure geofencing for service areas
    - Implement subsidy structure and payment systems
    - Create rider database and verification protocols
    - Develop marketing materials and support community outreach
2. **Training (2-3 weeks prior to launch)**:
    - Conduct training sessions for all program administrators
    - Provide documentation and guides for City staff
    - Train call center operators on program specifics
    - Prepare ride-along demonstrations for City staff
3. **Go-Live (July 1, 2025)**:
    - Begin taking calls from approved riders
    - Start providing transportation services
    - Monitor all rides in real-time
    - Provide daily reports to City staff during initial week
    - Hold check-in meetings to address any issues
4. **Post-Launch Support**:
    - Regular check-in meetings with City staff
    - Continuous monitoring and adjustment as needed

- Performance reviews at 30, 60, and 90 days
- Community feedback collection and implementation

Employee Safety and Training Program

GoGo Technologies maintains a comprehensive approach to employee safety and training:

1. **Operator Training**:
   - Specialized training for working with older adults
   - Communication skills for customer service excellence
   - Emergency situation handling
   - Regular refresher courses
   - Shadowing experienced operators before independent work
2. **Driver Requirements** (through our subcontractor partnerships):
   - Rigorous background checks
   - Driving record verification
   - Drivers opt-in to assisting passengers with mobility devices
   - Communication protocols for the GoGo system
3. **Safety Monitoring**:
   - 24/7 monitoring of all trips through "GoGo Guardian" system
   - AI-based anomaly detection for unusual trip patterns
   - Immediate alerts for potential safety issues
   - Review of all reported incidents within 24 hours
   - Regular safety audits and improvement recommendations
4. **Continuous Improvement**:
   - Regular review of safety metrics
   - Feedback implementation from riders and City staff
   - Updated training based on identified needs
   - Recognition program for exemplary safety performance

Drug and Alcohol Screening Practices

- **Pre-Employment Screening:** Pre-employment drug and alcohol testing procedure to assess potential hires before they commence work.
  - GoGo does not own its own vehicles and subcontracts with companies like Uber, Lyft, Local taxi & WAV vendors (ex. Coast 2 Coast)
  - Uber and Lyft do not have a pre-employment drug and alcohol testing program, while Coast 2 Coast does comply with these guidelines.
- **Incident or Accident Testing:** Conduct drug and alcohol testing following any workplace incident or accident to determine if substance use contributed to the situation.
  - Yes, Uber, Lyft and Coast 2 Coast all have processes in place.
- **Reasonable Suspicion Testing:** Establish protocols for testing employees based on observable signs and behaviors that may indicate substance abuse.
  - Yes, Uber, Lyft and Coast 2 Coast all have processes in place.

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- **Supervisor Training:** Provide comprehensive training for supervisors to recognize the symptoms of drug and alcohol use, enabling them to identify and address potential issues proactively.
    - Coast 2 Coast does have supervisor training
    - Uber and Lyft do not have supervisor training.

Preventative Maintenance Program for Vehicles

While GoGo does not own its own vehicles, our partner vehicle standards are outlined below:

1. **Transportation Network Companies (Uber/Lyft)**:
    - Vehicle requirements: 16 years old or newer, 4-door vehicles
    - Clean and well-maintained appearance required
    - Regular inspection requirements per California regulations
    - Driver rating system that includes vehicle condition evaluation
    - Immediate removal of vehicles with reported maintenance issues
2. **Coast 2 Coast Medical Transportation (Optional Subcontractor for WAV)**:
    - Daily pre-trip inspections by trained personnel
    - Preventative maintenance every 5,000 miles or 30 days (whichever comes first)
    - Comprehensive inspection program including:
        - Wheelchair lift testing and certification
        - Brake system inspection
        - Suspension and steering checks
        - Emergency equipment verification
        - Climate control systems testing
    - Detailed maintenance logs available for City review
    - Certified mechanics performing all maintenance
    - Backup vehicle availability to prevent service disruptions

Photographs of Proposed Fleet

- GoGo does not own its own vehicles and contracts with Uber, Lyft & Coast 2 Coast to provide a reliable network of vehicles to serve program residents.

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E. Cost for Services

Annual Cost Structure (July 1, 2025 - June 30, 2028)

Fiscal Year	Administration Fee	Estimated Trip Cost	Annual Total (Not-to-Exceed)
2025-2026	$45,000	Based on usage	[Total budget cap amount]
2026-2027	$45,000	Based on usage	[Total budget cap amount]
2027-2028	$45,000	Based on usage	[Total budget cap amount]

Rate Structure – Trip Cost

Service	Rate	Unit
Flag Drop	$0.10	Booking fee
Distance	Avg of $0.97	Per mile
GoGo Monitoring & Safety Fee	$0.30	Per minute of active trip
Time (TNC Fee)	$0.23	Per minute
Minimum Base Fare	AVG of $8.91	Per trip

Subcontractors:

Uber Technologies Inc. - GoGo has a direct integration with the Uber platform for ride ordering and driver filtering. GoGo is Uber's largest fulfillment partner in the United States and maintains a close relationship with their team to ensure service delivery is executed at a level satisfactory to our riders and partners.

Lyft, Inc. - GoGo has a direct integration with the Lyft platform for ride ordering and driver filtering. Leveraging their network extends our service coverage to riders and partners.

Coast 2 Coast Transportation – GoGo partners with trusted NEMT vendor, Coast 2 Coast Medical Transportation.

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Service Partnership

Contractor Information

Business Name: Coast 2 Coast Transportation

Address: 4909 Lakewood Blvd Ste 307
Lakewood, CA 90712-2436
Authorized Representative: Chad Tiradeau
Phone Number: 949-433-3206

Contract Details

Service: Dial-A-Ride Transportation Services
Term: July 1, 2025 – June 30, 2028
Service Days: 7 days per week, including holidays
Service Hours: 7:00 a.m. – 8:00 p.m. PST

Rate Category	Proposed Rate (USD)
Flag Drop (First Mile)	0.00
Distance (Per Additional Mile)	$2.00
Wheelchair Service (Per Trip)	$32.00
GoGo Ordering Fee	$5.00

Supplementary Notes for Coast 2 Coast:

- Wait Time Fee: $10 per 30-minute interval beyond the scheduled pickup time

- Night Time Call Fee (After PM): $14.00
- No-Show Fee: $10 if a rider fails to show up for a scheduled ride without prior cancellation.
- Federal Holiday Surcharge: $75.00

- 24 hour notice preferred with Same Day service and On-Demand available dependent on vehicle availability

Service Deliverables

Vehicle Operators

- **Staffing & Scheduling:** Full roster of qualified vehicle operators, including backup personnel
- **Qualifications & Checks:** All operators hold valid California Driver's Licenses with required certifications; strict background policy with DMV checks and participation in California DMV Pull Notice Program

- **Training & Appearance:** Comprehensive training on operational procedures, customer service (focused on elderly and limited-mobility passengers), and proper use of wheelchair lifts and securement systems
- **Professional Conduct:** Drivers prohibited from soliciting tips

Dispatch and Service Information

- Highly skilled call center team for recording and scheduling reservations
- Enhanced service accessibility through partnerships with 3rd party dispatch vendors

Safety Protocols

- Dedicated safety program that promotes and rewards safe driving practices
- Regular evaluations to ensure operator fitness
- Comprehensive safety plan with continuous training and proactive incident management

Vehicles/Equipment

- ADA-compliant fleet with wheelchair-accessible vehicles
- Daily pre-trip inspections and regular maintenance (every 5,000 miles or 30 days)
- Appropriate vehicle capacity based on service characteristics

Compliance and Facilities

- Compliance with California Vehicle Code, Federal Safety Standards, and CHP regulations
- Dedicated vehicle storage and maintenance facilities
- Comprehensive maintenance program for all vehicle components

General Fees Notes:

- All trips are monitored from when a ride request is made to when the ride ends
- The cost will be capped at the budget to ensure the City of Diamond Bar does not over extend
- For invoicing we can break down to the line item if need be or just do the trip total

F. Insurance

Statement Certifying Insurance Coverage

GoGo Technologies certifies that the required insurance coverage as specified in the RFP will be obtained by GoGo Technologies, and that GoGo Technologies understands said coverage is prerequisite for entering into an agreement with the City.

Upon execution of the contract, GoGo Technologies will provide proof of compliance with all insurance requirements addressed in the professional services agreement including:

1. Comprehensive General Liability Insurance: $2,000,000 combined single limit coverage
2. Property Damage Insurance: $1,000,000 per occurrence

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3. Automotive Liability Insurance: $1,000,000 combined single limits coverage
4. Worker's Compensation Insurance: As required by law, with a minimum limit of $500,000

GoGo Technologies has confirmed with its insurance carrier that it can meet all the requirements for insurance. All policies will name the City, its officers, employees, agents, and volunteers as additional insureds.

G. Services Agreement

GoGo Technologies hereby certifies that we agree to the City's Services Agreement terms and conditions as provided in the RFP documentation.

We have reviewed the agreement in detail and have no objections or proposed edits to the agreement at this time.

GoGo Technologies understands that failure to meet the insurance regulations as set forth shall result in disqualification.

Conclusion

GoGo Technologies offers the City of Diamond Bar a forward-thinking, technology-driven solution that exceeds the traditional Dial-A-Ride model. Our proven track record of serving over 500 government and non-profit organizations across 26,000 cities demonstrates our ability to deliver reliable transportation services specifically designed for older adults and individuals with disabilities. In the past 12 months, GoGo has provided over 200,000 rides in the State of California.

By partnering with GoGo, Diamond Bar will benefit from:

- **Enhanced Rider Experience**: Multiple booking options (phone, web portal, and upcoming mobile app), 24/7/365 customer support, and specialized assistance for older adults create a seamless, accessible transportation experience.
- **Advanced Safety Features**: Our proprietary "GoGo Guardian" monitoring system, rigorous driver vetting process, and real-time ride tracking provide peace of mind for riders, family members, and city staff.
- **Superior Technology Infrastructure**: Integration with multiple transportation providers ensures reliable service with an average 7-minute response time, while our customizable platform enables Diamond Bar to tailor the program to the City's specific requirements.
- **Operational Excellence**: Comprehensive reporting capabilities, proactive performance management, and experienced support staff ensure smooth implementation and ongoing program success.
- **Cost-Effective Solution**: Our scalable approach eliminates fixed fleet costs while maximizing service coverage, offering Diamond Bar

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EXHIBIT "B"

SCOPE OF WORK

The Contractor, at a minimum, must provide all instruments, equipment, tools, personnel, and supervision required to complete the Dial-A-Ride transportation services below:

A. SERVICE CHARACTERISTICS

1. **Commencement.** Contractor shall commence services upon the start date agreed to by and between the Project Manager and the Contractor.

2. **Hours of Operation.** The Diamond Ride Program shall operate year-round, seven (7) days a week, from 7:00 a.m. to 8:00 p.m. Pacific Standard Time (PST), including all holidays.

3. **Eligible Users.** The program shall be available to Diamond Bar residents who meet one of the following eligibility criteria:

   - **Age:** At least sixty (60) years of age; or
   - **Disability:** Adults (18 years or older) with disabilities, certified by a physician or possessing a disability card/document issued by the Veterans Administration, Department of Motor Vehicles, or Social Security Administration.

   Eligible users are permitted up to thirty (30) one-way trips per month, with all trips required to either begin or end within the city limits of Diamond Bar. The Contractor shall be responsible for tracking all Diamond Ride participants' trips to ensure compliance with the monthly trip limit.

4. **Identification.** The City will register and certify eligible program participants for two (2) years. The City will provide the Contractor with the most current and eligible Diamond Ride user data, and the Contractor is responsible for updating their system with this information. The Contractor is responsible for ensuring that unauthorized users do not utilize the service.

5. **Dedicated Telephone Number.** The Contractor must maintain a dedicated telephone line for program participants to schedule trips and make inquiries. The call

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center must:

- Be staffed to provide prompt responses, ensuring customer hold times do not exceed ninety (90) seconds.
- Provide multilingual support.
- Operate continuously (24/7, year-round, including holidays) and include a backup phone line to ensure continuous service.

All calls must be recorded and accessible to the City upon request. Dispatchers must greet callers with "Diamond Ride."

6. **Scheduling a Trip.** To schedule a trip, eligible Diamond Ride participants must call the dedicated phone number and provide the dispatcher with:

   - Name.
   - Phone number.
   - Date and time.
   - Pickup location.
   - Destination and applicable return trip information.

   If the participant uses a mobility device, they should request a wheelchair-accessible vehicle. During the trip request process, the dispatcher must gather as much information as possible to ensure the appropriate service is provided to the Diamond Ride participant.

7. **Lead Time in Scheduling a Trip.** While same-day reservations are allowed, participants are encouraged to schedule trips at least one (1) day in advance. Each trip must be requested individually, and the Contractor is responsible for monitoring and enforcing the monthly trip limit.

8. **Response Time.** The program requires a 15-minute pick-up window for vehicles to arrive before or after the scheduled time. For instance, if a trip is scheduled for 9:00 a.m. PST, the vehicle may arrive between 8:45 a.m. and 9:15 a.m. PST.

   Dispatchers shall inform participants about this 15-minute pick-up window when they call to schedule a trip.

   - If a vehicle arrives 16 minutes or more after the scheduled trip, the trip must be free of charge to the

rider, and the City must not be billed for any portion of the trip.

- The Contractor must achieve a minimum 95% on-time performance rate each month or face potential liquidated damages.

If a Diamond Ride participant contacts the call center to request the *Estimated Time of Arrival ("ETA")* for their scheduled trip, dispatchers shall provide an accurate and true ETA. If a dispatcher fails to provide an accurate ETA to the Diamond Ride participant, the Contractor must cover the full fare of the trip, and the Diamond Ride participant and City must not be charged for any portion of the trip.

9. **Pick-Up and Drop-Off Standards.** The program is a curb-to-curb service. Vehicle operators are expected to signal their arrival by gently honking or contacting their rider directly. When vehicles arrive, riders may not always be at the curb.

   Occasionally, vehicle operators may need to enter a facility, such as the lobby of a doctor's office, to locate a rider who is not waiting outside.

   For wheelchair-accessible vehicles, vehicle operators must assist passengers when boarding by securing mobility devices and ensuring safety inside the vehicle.

   For regular vehicles, riders must enter and exit the vehicle independently. Vehicle operators shall not assist riders with boarding and alighting. However, up to one (1) guest, who may be a personal care assistant or an escort, is allowed to accompany the rider at no additional charge if assistance is needed.

   Riders may bring up to five (5) grocery bags or parcels (max weight: 25 lbs.). Vehicle operators may assist with loading such items into the vehicle.

10. **Guest.** Each eligible participant may bring one (1) guest at no additional charge. Trips shall not be scheduled solely for transporting a guest. The Contractor must report guest usage separately from eligible participant data.

11. **Service Areas.** The program includes two (2) designated service. The Contractor must ensure that trips beyond these service areas are not scheduled.

Service Area 1
All locations within Diamond Bar city limits.

Service Area 2
Any medical facility specifically bounded by:

- **North:** San Bernardino Freeway (I-10)
- **East:** Ramona Avenue
- **South:** Imperial Highway/Carbon Canyon Road/Chino Hills Parkway

- **West:** Harbor Boulevard/Azusa Avenue

Service Area 2 also includes the following eligible medical facilities:

- Pomona Valley Medical Center in Pomona, California.
- Providence St. Jude Medical Center in Fullerton, California.
- Kaiser Permanente Baldwin Park Medical Center in Baldwin Park, California.
- Kaiser Permanente Irwindale Medical Offices in Irwindale, California.

Associated medical facilities within a half-mile radius of these eligible medical facilities are also eligible under Service Area 2.

Service area boundaries and approved satellite medical facilities may change at any time based on the needs of the City.

12. **Billing.** City will compensate Contractor for each service in which Contractor performs to the satisfaction of the City. Contractor shall submit an invoice to the City in the specified by the City. Charges shall be determined by the traveled of each trip, not trip duration. The fare collected from participants will be:

- Retained by the Contractor.
- Reported to the City.
- Deducted from the total invoiced meter fare.

The City reserves the right to waive Dial-A-Ride fares for specified periods. The Contractor shall document all fare revenue collection in accordance with City procedures. The City may audit these collections and accounting at any time without prior notice.

13. **Shared Rides.** The Contractor shall make reasonable efforts to implement shared rides to enhance efficiency and reduce City costs.

    For "incremental shared rides," where multiple participants are picked up and dropped off at the same or nearby destinations, each participant must pay the applicable fare. All fare box amounts collected for shared rides must be deducted from the total invoiced meter fare to the City.

14. **Management Reports.** The Contractor must submit a detailed report with each monthly billing statement. Each report must contain data as specified by the City's Project Manager. Reports must be submitted by the 15th of the following month and should leverage innovative tools and technologies for data presentation.

    Upon request and if available, the Contractor shall provide maintenance reports for Diamond Ride vehicles including warranty work, preventive maintenance, and repairs, ensuring compliance with applicable State and Federal regulations and the City's evaluation needs.

    The City reserves the right to inspect vehicles, maintenance records, and equipment. Any identified substandard or unsafe conditions must be addressed immediately by the Contractor.

15. **Customer Satisfaction Survey and Operations Meeting.** The Contractor must conduct an anonymous satisfaction survey annually to all Diamond Ride participants, including registered but inactive participants. This survey shall be designed in collaboration with City staff and provided in English, Mandarin, and Korean. Additionally, the Contractor shall hold monthly meetings, or meetings at a frequency mutually agreed upon by the City and the Contractor, to discuss performance, service enhancements, and results from the satisfaction survey to ensure continuous service improvements and effective communication.

16. **Continuous Improvement.** The Contractor shall collaborate with the City to ensure the service remains cost-effective and responsive. The Contractor is expected to proactively evaluate the program and recommend improvements to service operations, administrative practices, and program guidelines, with the City making the final decision.

17. **Responsibility of Contractor.** The Contractor is responsible for delivering a comprehensive turnkey Dial-A-Ride program encompassing all program aspects including, but not limited to, facilities, fleet, equipment, supplies, maintenance, and administrative support.

18. **Responsibility of City.** The City will provide program guidelines, process program eligibility applications, renewals, and promotional materials.

B. ADJUSTMENT TO SERVICE LEVEL

The City reserves the right to modify services including hours, days, service areas, fares or reservation requirements.

The Contractor must implement changes within thirty (30) calendar days of receiving notice from the City. If changes are not feasible, the City may terminate the agreement, compensating the Contractor for services rendered up to the termination date.

C. CONTRACTOR'S PERSONNEL

The Contractor shall be responsible for ensuring that all employees perform their work satisfactorily, as outlined in the Scope of Work or according to any reasonable performance standards set by the City. The Contractor shall pay all wages and benefits as required by Federal, State, and local law to all employees, contractors, and subcontractors. Additionally, without incurring any extra costs for the City, the Contractor shall adhere to the requirements for employee liability, workers' compensation, employment insurance, and Social Security. The Contractor must hold the City harmless and defend the City against any liabilities, damages, claims, or costs that may arise.

The City reserves the right to remove personnel employed by the Contractor from providing services specifically for the Diamond Ride Program. This shall not imply termination of employment. Rather, the individual may continue to be employed by the Contractor for other services unrelated to the Diamond Ride Program. The Contractor is

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responsible for replacing removed personnel without disrupting the execution of the responsibilities outlined in the agreement. The Contractor must immediately notify the City of any new hires or reassignments of program personnel.

Project Manager

The Contractor must appoint a dedicated Project Manager as the City's primary point of contact. This individual shall be accessible by phone or email during all hours of Diamond Ride operations. The ideal Project Manager shall be an experienced leader in transit operations who can show empathy towards limited mobility and elderly participants.

Key responsibilities include:

- Problem-solving and decision-making during operational hours.
- Supervising staff and maintaining coordination.
- Attending regular meetings with City staff to discuss contract compliance, performance standards, operational issues, and marketing activities.

The City reserves the right to remove the Project Manager and require that the Contractor replace said individual with another Project Manager who is acceptable to the City. This shall not imply termination of the Project Manager. Rather, the individual may continue to be employed by the Contractor for other services unrelated to the Diamond Ride Program.

Vehicle Operators

The Contractor must provide an adequate number of vehicle operators to fulfill the Scope of Work, including backup operators to ensure uninterrupted service delivery. All vehicle operators shall adhere to a schedule designed to maintain consistent, high-quality service. Each vehicle operator must possess a valid California Driver's License and any other necessary certificates, licenses, and training required by applicable Federal, State, and local regulations. Additionally, vehicle operators shall maintain a clean and professional appearance while performing their duties.

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All vehicle operators must meet the following minimum qualifications:

- No convictions or plea of no contest for driving while intoxicated or under the influence of controlled substances within the past five (5) years and no pending criminal charges for similar offenses.
- No suspended or revoked driver's license within the past five (5) years.
- Not addicted to alcohol or controlled substances.
- No outstanding warrants for arrest.
- Thorough knowledge of the local street network.
- Sensitivity to the needs of passengers, including the ability to assist with requests.
- Capability to address complaints and resolve problems as they arise.

Vehicle operators shall receive training on all operational procedures related to the Dial-A-Ride service. Training shall include customer service techniques for interacting with the public in a helpful and courteous manner, essential program information, details about the City, and sensitivity training focused on the needs of elderly passengers and those with limited mobility.

All vehicle operators shall be trained to operate wheelchair lifts, ramps, securement systems, and any other equipment used in the Dial-A-Ride service. This requirement applies to all vehicle operators, including regularly assigned vehicle operators and those providing relief.

The Contractor must conduct pre-employment Department of Motor Vehicles ("DMV") checks on all personnel hired for Diamond Ride and must join the California DMV Pull Notice Program – a program that notifies the Contractor of any activity on a vehicle operator's driving record. Vehicle operators who exceed the California DMV point system or hold a revoked or suspended license must not provide service to the Diamond Ride Program. The Contractor shall inform the City of the results of these checks and any corrective actions taken.

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Vehicle operators are prohibited from requesting or soliciting tips from Diamond Ride participants. While tips may be accepted if offered, any vehicle operator who receives more than one (1) complaint for soliciting tips must be removed from the Diamond Ride Program.

Dispatch and Service Information Personnel

The Contractor shall employ capable and courteous dispatch and call center personnel responsible for handling Diamond Ride requests. This includes, but is not limited to:

- Accurately recording and scheduling trip reservations.
- Effectively managing complaints and customer service inquiries.
- Responding to phone calls about transportation services.

D. ALCOHOL/DRUG SCREENING PRACTICES

The Contractor shall implement and maintain a comprehensive substance abuse screening program for all personnel involved in operations of the Diamond Ride Program. This program shall include ongoing drug and alcohol testing to ensure a safe and compliant workplace. The Contractor shall adhere to all current Department of Transportation regulations, as well as any applicable local, State, and Federal standards.

The program may include, but is not limited to, the following components:

- **Pre-Employment Screening:** Pre-employment drug and alcohol testing procedure to assess potential hires before they commence work.
- **Incident or Accident Testing:** Conduct drug and alcohol testing following any workplace incident or accident to determine if substance use contributed to the situation.
- **Reasonable Suspicion Testing:** Establish protocols for testing employees based on observable signs and behaviors that may indicate substance abuse.
- **Supervisor Training:** Provide comprehensive training for supervisors to recognize the symptoms of drug and alcohol use, enabling them to identify and address potential issues

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proactively.

E. SAFETY

The Contractor is required to maintain an ongoing safety program that encourages and rewards safe driving practices. Vehicle operators who present health or safety risks shall not provide service to the Diamond Ride Program.

F. VEHICLES/EQUIPMENT

The Contractor must provide sufficient vehicles to provide a premier level of service to a large number of elderly and limited mobility riders. Vehicles shall be marked and easily recognizable by Diamond Ride participants.

The Contractor shall make available said number of vehicles and vehicle operators at all times during the operating hours of Diamond Ride. All vehicles used in this program must comply with the requirements outlined in this Scope of Work.

At a minimum, the Contractor's fleet shall include regular sedans and wheelchair-accessible vehicles. The Contractor may utilize alternative fuel vehicles to provide service.

The Contractor shall be responsible for ensuring that all vehicles and associated equipment are maintained in excellent working condition, meeting the satisfaction of the City. This includes handling all coordination with the vehicle manufacturer as necessary for proper upkeep and maintenance. The Contractor shall be responsible for negotiating and processing any warranty claims through the manufacturer's warranty department and is responsible for collecting any associated credits or extended warranties for the duration of the warranty period.

Each vehicle must undergo a daily pre-trip inspection conducted by the vehicle operator before service. This daily inspection must be supplemented by regular time and mileage-based maintenance inspections to guarantee that all vehicles remain in safe and operational condition. The Contractor shall maintain a comprehensive record of all inspections, which must be made readily available to the City upon request.

Applicable Codes and Regulations

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All vehicles operating under the Diamond Ride Program must meet safety standards for public street use and comply with all relevant regulations outlined in the California Vehicle Code. Additionally, all parts and equipment must conform to Federal Vehicle Safety Standards and the California Code of Regulations, Title 13. The Contractor must adhere to the California Highway Patrol Motor Carrier Safety Regulations and shall bear the costs of all appropriate licensing fees for drivers, personnel, and vehicles.

Vehicle Maintenance

The Contractor shall provide and maintain suitable vehicle storage and maintenance facilities where vehicles and equipment can be garaged and serviced. The location of such facilities must be disclosed, and they will be subject to inspection by the City. Should new facilities be required, the Contractor shall outline the steps to obtain those sites prior to the start of service.

At all times, the Contractor shall ensure that every vehicle component—including the body, frame, wheelchair lift, furnishings, and all mechanical, electrical, and hydraulic systems—are maintained in proper working condition free from damage or malfunction. Any vehicle that is damaged shall be repaired immediately to ensure safe and efficient mechanical operation.

All vehicles used for the program must be maintained in a clean condition, with exterior washing conducted at least once a month. Exterior washing must also be conducted after any specific event or service or at the request of the City. All cleaning activities are subject to weather-permitting conditions.

Preventive maintenance inspections and servicing shall occur at least every 5,000 miles or every 30 days, whichever occurs first.

G. OPERATIONAL EMERGENCIES

The Contractor shall be responsible for enforcing policies on operational emergencies and must handle and resolve all in-service operational emergencies. The Contractor must report all operational emergencies, including those listed below, to the City immediately and no later than the next business day.

Hazardous Conditions

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Vehicle operators shall report any hazardous road conditions in the City, such as downed trees, potholes, uneven road surfaces, and malfunctioning signals. The Contractor shall be responsible for promptly notifying the City about these conditions and taking the necessary precautions to ensure the safety of passengers and vehicle operators.

In-Service Vehicle Failures

The Contractor shall report any in-service vehicle failures to the City. The Contractor shall assess the situation, use sound judgment, and instruct the vehicle operator on the appropriate corrective action. If necessary, the Contractor shall promptly dispatch a spare vehicle to the location to continue service.

Wheelchair Lift Failure

The Contractor shall be responsible for properly operating and maintaining all wheelchair lifts. Contractors shall report to the City any wheelchair lift failures that occur during service. If necessary, the Contractor shall promptly dispatch a spare vehicle to the location to continue service.

Medical Assistance to Riders

Vehicle operators shall exercise good judgment when responding to accidents, injuries, or illnesses involving Diamond Ride participants. If a Diamond Ride participant requires medical assistance, the vehicle operator should promptly contact emergency medical personnel by dialing 911 and informing the Contractor about the situation. An incident report documenting the facts of the incident must be completed by the Contractor and submitted to the City no later than the following business day.

Traffic Collision

All vehicle operators shall report traffic collisions involving in-service Diamond Ride vehicles to the Contractor and assess the situation to promptly notify law enforcement, the fire department, or medical personnel if necessary. The Contractor must report all traffic collisions to the City by telephone immediately. An accident report documenting the incident must be completed by the Contractor and submitted to the City no later than the following business day.

H. PERFORMANCE MANAGEMENT

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The City will establish performance standards for the Diamond Ride Program. The Contractor and the City will meet periodically to evaluate the program and assess its performance. If the standards do not meet their intended purpose, they may be adjusted based on recommendations from the Contractor, with the City making the final decision.

If performance deficiencies persist, the City may assess liquidated damages, which will be deducted from monthly invoices. The City Manager or their designated representative has the authority to assess these liquidated damages against the Contractor.

Dial-A-Ride services must be provided in accordance with the City's standards. The Contractor will not be held responsible for delays caused by weather, traffic conditions, unavoidable vehicle malfunctions, natural disasters, or any other circumstances beyond the Contractor's control.

The City may assess liquidated damages for failure to meet various requirements of the program, including but not limited to the following:

a. If a 95% on-time performance rate is not achieved during any given month, the Contractor may be assessed liquidated damages in the amount of $250 for each month of noncompliance.

b. The fourth and any additional justified complaints about service that does not meet the requirements of the program within a 30-day period, the Contractor may be assessed liquidated damages in the amount of $100.00 per complaint.

c. If the wait time of a pre-scheduled trip exceeds 30 minutes after the scheduled time, the Contractor may be assessed liquidated damages in the amount of:

    - $50.00 for a wait time exceeding 30 minutes
    - $100.00 for a wait time exceeding 45 minutes
    - $150.00 for a wait time exceeding 60 minutes

d. If a trip request is not scheduled by dispatch or no vehicle was dispatched for a trip, the Contractor may be assessed liquidated damages in the amount of $200.00

per incident.

e. If the Contractor fails to submit the monthly Management Report as required for the Program, the Contractor may be assessed liquidated damages in the amount of $100 for each day the submission is delayed.

Diamond Ride Program Rules – Effective ~~July 1, 2024~~July 1, 2025 (Rev ~~6/18/24~~5/6/2025)

A. **Hours & Days of Operation**

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

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

B. **Eligible Users**

Service is available to Diamond Bar residents who are:

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

To enroll, residents must:

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

~~Eligible users shall be issued a uniquely numbered Diamond Ride identification card bearing the user's name, address, telephone number, and photograph. Diamond Ride identification cards are valid for two (2) years from the date of issuance.~~ Eligibility for Diamond Ride will remain valid for two (2) years. Diamond Ride participants ~~cardholders~~ are responsible for renewing their eligibility to ensure continuous access to the program. ~~before the card's expiration date.~~

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

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

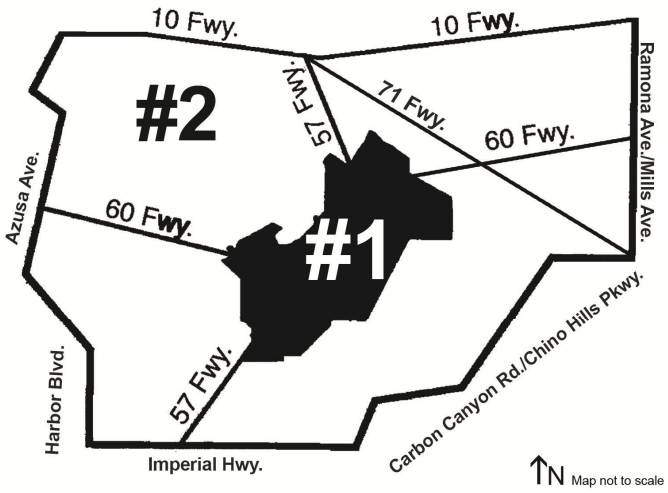
For wheelchair-accessible vehicles, Diamond Ride ~~cardholders~~ participants may receive assistance from Diamond Ride drivers, if necessary, by opening the door, loading mobility devices and Diamond Ride ~~cardholders~~ participants onto the vehicle, and safely securing Diamond Ride ~~cardholders~~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

C. **Guests**

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

D. **Service Area**

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



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

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

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

E. **Approved Medical Facilities**

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

F. **Number of Trips**

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

G. **Fares**

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

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

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

In an effort to make Diamond Ride affordable and equitable for all participants, particularly those who are low-income or living on fixed incomes, there is no cost for trips to and from Service Area 1 and Service Area 2, including approved satellite medical facilities. While fares are currently waived, they are subject to change at the discretion of the Diamond Bar City Council based on the needs of the program.

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

H. **Scheduling a Trip**

Reservations may be made by calling the dedicated call center for Diamond Ride. ~~dispatch at 800-578-6555.~~ Diamond Ride participants ~~cardholders~~ may not request specific drivers.

When scheduling a trip, Diamond Ride ~~cardholders~~ participants must provide:

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

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

I. **Response Time**

Arrival time may vary within a ~~forty-five~~fifteen (15~~45~~)-minute window after the scheduled time. For example, a 9:00 a.m. scheduled pick-up may arrive between 9:00 a.m. to 9:15~~45~~ a.m. The fare, if applicable, is waived if a Diamond Ride vehicle arrives more than ~~45~~ 15 minutes after the Diamond Ride ~~cardholder's~~ participant's scheduled time.

Note: While every effort to arrive within the ~~forty-five~~fifteen (~~45~~15)-minute window will be made, arrival times may vary depending on traffic, peak travel times, service availability, or special requests, including the use of wheelchair-accessible vehicles. Please schedule such trips accordingly.

J. **Shared Rides**

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

K. **Cancelling a Trip**

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

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

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

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

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

K. Modification of Diamond Ride Program Rules

Unless explicitly outlined within these rules, the City Manager has the authority to modify the Diamond Ride Program Rules as needed to effectively address operational and programmatic requirements.