

City Council Agenda

Tuesday, March 5, 2024 6:30 PM

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

How to Observe the Meeting From Home:

The public can observe the meeting by calling +1 (562) 247-8321, Access Code: 479-017-768 OR visit:
<https://attendee.gotowebinar.com/register/8192961853912224350>.

How to Submit Public Comment:

The public may provide public comment by attending the meeting in person, by sending an email, or by logging into the teleconference. Please send email public comments to the City Clerk at cityclerk@DiamondBarCA.gov by 4:00 p.m. on the day of the meeting and indicate in the Subject Line "FOR PUBLIC COMMENT." Written comments will be distributed to the Council Members, noted for the record at the meeting and posted on the City's official agenda webpage as soon as reasonably practicable (found here: <http://diamondbarca.igmm2.com/Citizens/Default.aspx>).

The public may log into the meeting through this link:

<https://attendee.gotowebinar.com/register/8192961853912224350>. Members of the public will be called upon one at a time during the Public Comment portion of the agenda. Speakers are limited to five minutes per agenda item, unless the Mayor determines otherwise.

American Disability Act Accommodations:

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

The City of Diamond Bar thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

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

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

DIAMOND BAR CITY COUNCIL MEETING RULES

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

PUBLIC INPUT

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

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

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

INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE COUNCIL

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

HELPFUL PHONE NUMBERS

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

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

General information: (909) 839-7000

THIS MEETING IS BEING VIDEO RECORDED AND BY PARTICIPATING VIA TELECONFERENCE, YOU ARE GIVING YOUR PERMISSION TO BE TELEVISED. THIS MEETING WILL BE RE-BROADCAST EVERY SATURDAY AND SUNDAY AT 9:00 A.M. AND ALTERNATE TUESDAYS AT 8:00 P.M. AND IS ALSO AVAILABLE FOR LIVE VIEWING AT [HTTPS://ATTENDEE.GOTOWEBINAR.COM/REGISTER/8192961853912224350](https://attendeegotowebinar.com/register/8192961853912224350) AND ARCHIVED VIEWING ON THE CITY'S WEB SITE AT WWW.DIAMONDBARCA.GOV.

CITY OF DIAMOND BAR

CITY COUNCIL AGENDA

March 05, 2024

CALL TO ORDER: 6:30 p.m.

PLEDGE OF ALLEGIANCE: Mayor

INVOCATION: Pastor Emeritus Mark Hopper,
Evangelical Free Church

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

APPROVAL OF AGENDA: Mayor

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

1.1 Proclamation Declaring March 2024 as Women's History Month.

1.2 Proclamation Declaring March 2024 as American Red Cross Month.

2. CITY MANAGER REPORTS AND RECOMMENDATIONS:

3. PUBLIC COMMENTS:

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

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

maximum time limit when addressing the City Council. At this time, the teleconference moderator will ask callers one at a time to give their name and if there is an agenda item number they wish to speak on before providing their comment.

4. SCHEDULE OF FUTURE EVENTS:

- 4.1 Coffee with a Cop – March 9, 2024, 8:00-10:00 a.m., The Mugs, 20657 Golden Springs Drive, Ste 101.
- 4.2 Planning Commission Meeting – March 12, 2024, 6:30-8:00 p.m., online teleconference and City Hall Windmill Room, 21810 Copley Dr.
- 4.3 Traffic and Transportation Commission Meeting – March 14, 2024, 6:30-8:00 p.m., online teleconference and City Hall Windmill Room, 21810 Copley Dr.
- 4.4 City Council Meeting – March 19, 2024, 6:30 p.m., online teleconference and SCAQMD Main Auditorium, 21865 Copley Dr.

5. CONSENT CALENDAR:

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

5.1 CITY COUNCIL MINUTES OF THE FEBRUARY 20, 2024 STUDY SESSION AND REGULAR MEETING.

5.1.a February 20, 2024 City Council Study Session Meeting Minutes

5.1.b February 20, 2024 City Council Regular Meeting Minutes

Recommended Action:

Approve the February 20, 2024 Study Session and Regular City Council meeting minutes.

Requested by: City Clerk

5.2 RATIFICATION OF CHECK REGISTER DATED FEBRUARY 14, 2024 THROUGH FEBRUARY 27, 2024 TOTALING \$1,262,776.13.

Recommended Action:

Ratify the Check Register.

Requested by: Finance Department

5.3 TREASURER'S STATEMENT.

Recommended Action:

Approve the January 2024 Treasurer's Statement.

Requested by: Finance Department

- 5.4 THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH LANCE, SOLL & LUNGARD, LLP FOR AUDIT SERVICES REQUIRED BY THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM FOR FISCAL YEARS 2020/21 THROUGH 2022/23.

Recommended Action:

Approve, and authorize the City Manager to sign, the Third Amendment to the Consultant Services Agreement with Lance, Soll & Lunghard, LLP for auditing services.

Requested by: Finance Department

- 5.5 CALIFORNIA NATURAL RESOURCES AGENCY GRANT FOR HERITAGE PARK RENOVATION PROJECT AND CALIFORNIA DEPARTMENT OF PARKS AND RECREATION GRANT FOR MAPLE HILL PARK PLAYGROUND/RESTROOM REPLACEMENT PROJECT.

Recommended Action:

- A. Adopt Resolution No. 2024-07, approving the acceptance of general fund grant funds for the Heritage Park Renovation Project, and authorizing the City Manager, or designee, to execute and submit all documents necessary to accept, administer and expend the grant funding; and,
- B. Adopt Resolution No. 2024-08, approving the application for specified grant funds for the Maple Hill Park Playground/Restroom Replacement Project, and authorizing the City Manager, or designee, to execute and submit all documents necessary to accept, administer and expend the grant funding.

Requested by: City Manager

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

Agenda #: 5.1
Meeting Date: March 5, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **CITY COUNCIL MINUTES OF THE FEBRUARY 20, 2024 STUDY SESSION AND REGULAR MEETING.**
STRATEGIC GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve the February 20, 2024 Study Session and Regular City Council meeting minutes.

FINANCIAL IMPACT:

None.

BACKGROUND/DISCUSSION:

Minutes have been prepared and are being presented for approval.

PREPARED BY:


Kristina Santana, City Clerk

3/5/2024

REVIEWED BY:Handwritten signature of Ryan McLean in black ink.

Ryan McLean, Assistant City Manager

2/29/2024

Attachments:

1. 5.1.a February 20, 2024 City Council Study Session Meeting Minutes
2. 5.1.b February 20, 2024 City Council Regular Meeting Minutes

**CITY OF DIAMOND BAR
CITY COUNCIL STUDY SESSION MINUTES
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT, ROOM CC-08
21810 COPLEY DRIVE, DIAMOND BAR, CA 91765
FEBRUARY 20, 2024**

CALL TO ORDER: Mayor Liu called the Study Session to order at 5:30 p.m.

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

Staff Present in Person: Dan Fox, City Manager; Ryan McLean, Assistant City Manager; Omar Sandoval, City Attorney; Anthony Santos, Assistant to the City Manager; David Liu, Public Works Director; Hal Ghafari, Public Works Manager/Assistant City Engineer; Anthony Jordan, Parks & Maintenance Superintendent; Jason Williams, Maintenance Supervisor; Nicholas Delgado, Management Analyst; Ryan Wright, Parks and Recreation Director; Christy Murphey, Recreation Superintendent; Jason Jacobsen, Finance Director; Marsha Roa, Community Relations Manager; Kristina Santana, City Clerk

Staff present telephonically: Amy Haug, Human Resources and Risk Manager

1. HERITAGE PARK AND COMMUNITY CENTER RENOVATION PROJECT DESIGN CONCEPTS, CIP#FP24502:

PWM/ACE/Ghafari introduced Lok Ng, Project Manager, Eric Sterling, Josue Soma and Xitlali Casarrubias, members of the architectural firm Black, O'Dowd and Associates (BOA Associates) design team as well as, staff member PRD/Wright and others involved in developing the design concepts for the Heritage Park and Community Center Renovation Project which was originally contemplated in 2019. Tonight's presentation included renderings focusing on Phase I and Phase II (Options A & B) in an attempt to create a shovel-ready project design to move the project forward upon approval of the City Council.

Following the presentation, Q&A and Council discussion, Council generally preferred Option B for the floor plan and shade structures. Further consideration will be needed to evaluate an open wall for the community room, blending Options A & B of the landscape site plan, and the playground design theme.

ADJOURNMENT: With no further business to come before the City Council, Mayor Liu recessed the Study Session at 6:43 p.m. to the Regular City Council Meeting.

Respectfully submitted:

Kristina Santana, City Clerk

The foregoing minutes are hereby approved 5th day of March, 2024

Stan Liu, Mayor

**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
FEBRUARY 20, 2024**

STUDY SESSION: 5:30 p.m., Room CC-08

Heritage Park and Community Center
Renovation Project Design Concepts, CIP# FP24502

Adjourned to Regular Meeting: 6:43 p.m.

CALL TO ORDER: Mayor Liu called the Regular City Council meeting to order at 6:51 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: Reverend Florentine Cordova, Diamond Bar United Church of Christ provided the invocation.

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

Staff Present in Person: Dan Fox, City Manager; Ryan McLean, Assistant City Manager; Omar Sandoval, City Attorney; Anthony Santos, Assistant to the City Manager; David Liu, Public Works Director; Hal Ghafari, Public Works Manager/Assistant City Engineer; Nicholas Delgado, Management Analyst; Ryan Wright, Parks and Recreation Director; Jason Jacobsen, Finance Director; Marsha Roa, Community Relations Manager; Cecilia Arellano, Senior Community Relations Coordinator; Joan Cruz, Administrative Coordinator; Kristina Santana, City Clerk

Staff present Telephonically: Greg Gubman, Community Development Director; Grace Lee, Planning Manager; Mayuko Nakajima, Senior Planner; Amy Haug, Human Resources and Risk Manager; Ken Desforges, Information Systems Director; Dannette Allen, Senior Management Analyst

Others Present: Lieutenant Daniel Dail, Diamond Bar/Walnut Station; Captain Stephen Tousey, Diamond Bar/Walnut Station; Leticia Pacillas, LACFD Community Services Liaison (telephonically)

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

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

CM/Fox reported that prior to tonight's regular City Council meeting, the City Council held a Study Session and was provided direction on proposed

improvements for the Heritage Park Community building and playground design concepts.

3. PUBLIC COMMENTS:

Shelley Gentry has been unable to gather information about what is proposed to secure the Royal Vista Golf Course property upon its closing March 1 or how the property will be developed, which has not been revealed to the neighboring residents and, she is very concerned about the possibility of damage to her property as well as, that of her neighbors living next to the golf course.

Cynthia Yu, Diamond Bar Library, introduced Jennifer Gutierrez, the new Children's Librarian who spoke about her service to various communities since 2008 and said she looked forward to introducing exciting innovative programs and services to the community including upcoming programs during February and March. For additional information on these and other programs, visit the library website at www.lacountylibrary.org

CC/Santana reported that one public comment email was received from Adam Angulo which was forwarded to the City Council and placed at the entrance to tonight's meeting for public viewing and there were no online callers requesting to speak under Public Comments.

RESPONSE TO PUBLIC COMMENTS:

CM/Fox stated that Diamond Bar has not received a response to written comments to the Draft EIR for the Royal Vista Golf Course property that were submitted at the end of 2023. If it is the pleasure of the Council, staff can pursue the matter further and coordinate with the Diamond Bar/ Walnut Sheriff's team which serves the area and would respond to calls for service.

4. SCHEDULE OF FUTURE EVENTS: CM/Fox presented the Schedule of Future Events.

5. CONSENT CALENDAR: C/Low moved, C/Chou seconded, to approve the Consent Calendar as presented. Motion carried 5-0 by the following Roll Call vote:

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

5.1 APPROVED CITY COUNCIL MINUTES:

5.1.1 FEBRUARY 6, 2024 REGULAR MEETING.

5.2 RATIFIED CHECK REGISTER DATED JANUARY 31, 2024 THROUGH FEBRUARY 13, 2024 TOTALING \$910,652.56.

- 5.3 APPROVED FOR SECOND READING BY TITLE ONLY, WAIVED FULL READING, AND ADOPTED ORDINANCE NO. 01 (2024) ENTITLED "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR AMENDING CHAPTER 8.26 OF THE DIAMOND BAR CITY CODE IN ITS ENTIRETY TO PROHIBIT AND REGULATE MARIJUANA/CANNABIS BUSINESSES AND CULTIVATION IN COMPLIANCE WITH STATE LAW AS LAST AMENDED BY SB 1186."
- 5.4 APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN AND SUBMIT A LETTER OF OBJECTION AND APPLICATION TO PURCHASE TAX-DEFAULTED PROPERTY.
- 5.5 APPROVED AND AUTHORIZED THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO FILE THE NOTICE OF COMPLETION FOR THE INTERNALLY ILLUMINATED STREET NAME SIGN AND TRAFFIC SIGNAL SAFETY LIGHT REPLACEMENT PROJECT NO. TM23201.
- 5.6 APPROVED PLANS AND SPECIFICATIONS FOR THE AREA 3 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION (GOLDEN SPRINGS DRIVE FROM GRAND AVENUE TO AVENIDA RANCHEROS; AND GRAND AVENUE FROM DIAMOND BAR BOULEVARD TO EAST CITY LIMITS - GATEWAY CORPORATE CENTER) PROJECT NO. Si24101 & Si24103; THE GRAND AVENUE AT DIAMOND BAR BOULEVARD DRAINAGE IMPROVEMENTS PROJECT NO. PW 23402; AND, THE COLD SPRING LAND GROUNDWATER DRAINAGE IMPROVEMENTS PROJECT NO. Si24101 AS FOLLOWS:
- A. DETERMINED THAT APPROVING THE DESIGN AND PLANS FOR THE PROPOSED PROJECTS IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15301(C) OF THE CEQA GUIDELINES; AND,
- B. ADOPTED RESOLUTION NO. 2024-04 APPROVING THE DESIGN AND PLANS FOR AREA 3 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION (GOLDEN SPRINGS DRIVE FROM GRAND AVENUE TO AVENIDA RANCHEROS, GRAND AVENUE FROM DIAMOND BAR BOULEVARD TO EAST CITY LIMITS, COLLECTOR STREETS WITHIN THE GATEWAY CORPORATE CENTER PROJECT, THE GRAND AVENUE MEDIAN DRAINAGE IMPROVEMENT PROJECT, AND THE COLD SPRING LANE GROUND WATER DRAINAGE IMPROVEMENT PROJECT.

6. PUBLIC HEARINGS: NONE**7. COUNCIL CONSIDERATION:****7.1 FISCAL YEAR 2023-2024 MID-YEAR BUDGET REVIEW.**

FD/Jacobsen provided the staff report.

CC/Santana stated that there were no emails received and no public comments offered on this item.

C/Chou moved, C/Low seconded, to adopt Resolution No. 2024-05 amending the Fiscal Year 2023-24 Municipal Budget Revenue Estimates and Appropriations; and, Adopt Resolution No. 2024-06 amending the City's Fiscal Year 2023-24 Compensation Plan. Motion carried 5-0 by the following Roll Call vote:

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

7.2 ADDITIONAL CITY COUNCIL RECOGNITION OPTIONS:

CM/Fox provided a brief staff report and asked for Council direction.

M/Liu provided additional discussion.

C/Chou suggested the City Council consider the option of allowing individual Council Members to issue Certificates.

Following discussion, CM/Fox asked if the Council wished to have a discussion about deviating from the current Policy to permit an individual Council Member to issue Certificates. Currently, the process is that a Council Member coordinates with the Mayor to approve a request and if approved, the Certificate is delivered with all five Council Member signatures as a "City" issued Certificate.

With respect to Mayor Liu's initial discussion item, there was Council consensus to continue to work within Recognition Policy 2019-02 and encouraged more Certificates, Certificate Plaques, and Proclamations to be presented at Council meetings.

MPT/Teng moved, C/Tye seconded, to schedule a City Council Study Session to consider the feasibility of amending the current policy to allow individual Council Members to issue certificates or other forms of recognition. Motion by the following Roll Call vote:

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

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

C/Chou thanked staff and his colleagues for the robust discussion and the mid-year budget review.

C/Low thanked staff for the mid-year review and keeping the City on track, encouraged everyone to vote, and spoke about attending, along with her colleagues MPT/Teng and C/Tye, the Girls' Softball opening day and congratulated the participants including the daughter of HR&RM/Haug and wished the teams a good season, attended the Miss Diamond Bar Fashion Show fundraiser and wished everyone a happy Lunar New Year.

C/Tye said it was exciting to be with the Diamond Girls' Softball group on a very foggy cold morning where Pink Stars won the banner and asked CM/Fox to contact LA County in an attempt to gather information about the Royal Vista Golf Course closure and what they proposed for securing the site.

MPT/Teng offered no comments.

M/Liu thanked staff for their presentations and audience members for their participation, asked if the Public Safety Committee could participate in outreach to help residents stay safe, attended the groundbreaking for the children's center at the EFree Church of Diamond Bar and thanked neighbors for keeping each other safe.

ADJOURNMENT: With no further business to conduct, M/Liu adjourned the Regular City Council Meeting at 8:13 p.m.

Respectfully Submitted,

Kristina Santana, City Clerk

The foregoing minutes are hereby approved this 5th day of March, 2024.

Stan Liu, Mayor

Agenda #: 5.2
Meeting Date: March 5, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **RATIFICATION OF CHECK REGISTER DATED FEBRUARY 14, 2024 THROUGH FEBRUARY 27, 2024 TOTALING \$1,262,776.13.**
STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Ratify the Check Register.

FINANCIAL IMPACT:

Expenditure of \$1,262,776.13.

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 February 14, 2024 through February 27, 2024 totaling \$1,262,776.13 is being presented for ratification. All payments have been made in compliance with the City's purchasing policies and procedures, and have been reviewed and approved by the appropriate departmental staff. The attached Affidavit affirms that the check register has been audited and deemed accurate by the Finance Director.

PREPARED BY:


Luisa Allen, Accounting Technician

3/5/2024

REVIEWED BY:

Peter Samy *Jason Jacobsen*
Peter Samy, Finance Supervisor 2/28/2024 Jason Jacobsen, Finance Director 2/28/2024

Attachments:

1. 5.2.a Check Register Affidavit 3-5-2024
2. 5.2.b Check Register 3-5-2024



CITY OF DIAMOND BAR CHECK REGISTER AFFIDAVIT

The attached listings of demands, invoices, and claims in the form of a check register including checks dated February 14, 2024 through February 27, 2024 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

Description	Amount
General Fund	\$1,047,495.01
LLAD 38 Fund	\$21,536.19
LLAD 39 Fund	\$15,756.28
LLAD 41 Fund	\$7,132.12
Integrated Waste Mgmt Fund AB939	\$2,967.54
Prop C Transit Tax Fund	\$38,121.83
Prop A Transit Tax Fund	\$2,621.07
Community Dev Block Grant Fund	\$84.13
Capital Imprv Project Fund	\$111,426.25
Vehicle Maint & Equip Fund	\$9,741.77
Equip Maint & Replacement Fund	\$4,270.00
Beverage Cntnr Recycling Grant Fund	\$49.25
Used Motor Oil Block Grant Fund	\$32.83
Measure W Local Return Fund	\$1,541.86
	\$1,262,776.13

Signed:

Finance Director
Jason M. Jacobsen

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
10951	2/21/2024	COUNTY OF LOS ANGELES TREASURER & TAX COLLECTOR		APPLICATION TO PURCHASE TAX DEFAULTED PROPERTY	100	53999	\$274.00
CHECK TOTAL							\$274.00
11180	2/15/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 21250 GOLDEN SPRINGS PED - TC-1	100655	52210	\$85.05
CHECK TOTAL							\$85.05
11181	2/15/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3564 S BREA CYN RD BPED - LS-3	100655	52210	\$37.39
CHECK TOTAL							\$37.39
11182	2/15/2024	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2746 BREA CYN B PED - LS-3	100655	52210	\$52.93
CHECK TOTAL							\$52.93
11183	2/15/2024	SOUTHERN CALIFORNIA EDISON		GS-1 - 23331 GOLDEN SPRINGS DR PED - GS-1	100655	52210	\$95.57
CHECK TOTAL							\$95.57
11184	2/15/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20781 PATHFINDER RD - TC-1	100655	52210	\$122.82
CHECK TOTAL							\$122.82
11185	2/15/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20439 GOLDEN SPRINGS PED - TC-1	100655	52210	\$111.29
CHECK TOTAL							\$111.29
11186	2/15/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 717 GRAND AVE - TC-1	100655	52210	\$130.43
CHECK TOTAL							\$130.43
11187	2/15/2024	SOUTHERN CALIFORNIA EDISON		GS-1 - 2838 S DBB PED - 021324	100655	52210	\$106.52
CHECK TOTAL							\$106.52
11188	2/15/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20791 GOLDEN SPRINGS - TC-1	100655	52210	\$132.89
CHECK TOTAL							\$132.89
11189	2/16/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1450 BRIDGEGATE & VARIOUS - TC-1	100655	52210	\$570.39
CHECK TOTAL							\$570.39
11190	2/16/2024	SOUTHERN CALIFORNIA EDISON		GS-1 - 1215 S. BREA CYN - GS-1	100655	52210	\$90.06

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$90.06
11192	2/16/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 801 S LEMON & VARIOUS - TC-1	100655	52210	\$333.66
						CHECK TOTAL	\$333.66
11193	2/16/2024	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1611 S BREA CYN RD - TC-1	100655	52210	\$78.58
						CHECK TOTAL	\$78.58
11194	2/21/2024	SOUTHERN CALIFORNIA EDISON		20980 E CYN RIDGE LN (011024-020824) FY23-24	241641	52210	\$7.24
						CHECK TOTAL	\$7.24
11195	2/21/2024	SOUTHERN CALIFORNIA EDISON		20850 HIGH COUNTRY DR (011024-020824) FY23-24	241641	52210	\$6.80
						CHECK TOTAL	\$6.80
11196	2/21/2024	SOUTHERN CALIFORNIA EDISON		21208 WASHINGTON AVE (011024-020824) FY23-24	100630	52210	\$36.32
						CHECK TOTAL	\$36.32
11197	2/21/2024	SOUTHERN CALIFORNIA EDISON		633 GRAND AVE (010924-020724) FY23-24	238638	52210	\$15.59
						CHECK TOTAL	\$15.59
11198	2/16/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 02/16/2024	238	21118	\$4.81
	2/16/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 02/16/2024	239	21118	\$4.81
	2/16/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 02/16/2024	241	21118	\$4.81
	2/16/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 02/16/2024	207	21118	\$20.41
	2/16/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 02/16/2024	250	21118	\$35.72
	2/16/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 02/16/2024	206	21118	\$55.69
	2/16/2024	TASC		FLEX SPENDING MEDICAL/CHILDCARE 02/16/2024	100	21118	\$1,840.03
						CHECK TOTAL	\$1,966.28
11199	2/16/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 02/16/2024	225	21109	\$7.50

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	2/16/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 02/16/2024	201	21109	\$123.97
	2/16/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 02/16/2024	239	21109	\$141.34
	2/16/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 02/16/2024	241	21109	\$141.34
	2/16/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 02/16/2024	206	21109	\$202.97
	2/16/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 02/16/2024	250	21109	\$207.19
	2/16/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 02/16/2024	207	21109	\$257.41
	2/16/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 02/16/2024	238	21109	\$282.68
	2/16/2024	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 02/16/2024	100	21109	\$12,825.56
						CHECK TOTAL	\$14,189.96
11200	2/16/2024	CALPERS		PENSION CONTRIBUTION 1/27/24-2/9/24 & 2/1-2/29/24	225	21110	\$76.63
	2/16/2024	CALPERS		PENSION CONTRIBUTION 1/27/24-2/9/24 & 2/1-2/29/24	239	21110	\$160.20
	2/16/2024	CALPERS		PENSION CONTRIBUTION 1/27/24-2/9/24 & 2/1-2/29/24	241	21110	\$160.20
	2/16/2024	CALPERS		PENSION CONTRIBUTION 1/27/24-2/9/24 & 2/1-2/29/24	238	21110	\$228.97
	2/16/2024	CALPERS		PENSION CONTRIBUTION 1/27/24-2/9/24 & 2/1-2/29/24	206	21110	\$513.89
	2/16/2024	CALPERS		PENSION CONTRIBUTION 1/27/24-2/9/24 & 2/1-2/29/24	201	21110	\$539.13
	2/16/2024	CALPERS		PENSION CONTRIBUTION 1/27/24-2/9/24 & 2/1-2/29/24	207	21110	\$635.36
	2/16/2024	CALPERS		PENSION CONTRIBUTION 1/27/24-2/9/24 & 2/1-2/29/24	250	21110	\$1,711.63

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	2/16/2024	CALPERS		PENSION CONTRIBUTION 1/27/24-2/9/24 & 2/1-2/29/24	100	21110	\$41,216.62
						CHECK TOTAL	\$45,242.63
11208	2/27/2024	ABSOLUTE SECURITY INTERNATIONAL INC		SECURITY GUARD SERVICES	100510	55330	\$2,720.87
						CHECK TOTAL	\$2,720.87
11209	2/27/2024	AIRGAS INC		ARGON CYLINDER REFILL (010124- 013124) FY23-24	100630	51200	\$28.06
						CHECK TOTAL	\$28.06
11210	2/27/2024	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 1/21/24- 2/3/24	100310	55412	\$13,589.82
	2/27/2024	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 1/7/24- 1/20/24	100310	55412	\$12,578.28
						CHECK TOTAL	\$26,168.10
11211	2/27/2024	ALLIANT INSURANCE SERVICES INC		EARTH DAY EVENT INSURANCE ADDL	250170	57220	\$1,013.00
						CHECK TOTAL	\$1,013.00
11212	2/27/2024	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST CONTROL (FEB2024) FY23-24	100630	52320	\$70.00
	2/27/2024	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST CONTROL (FEB2024) FY23-24	100510	52320	\$105.00
	2/27/2024	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST CONTROL (FEB2024) FY23-24	100620	52320	\$120.00
						CHECK TOTAL	\$295.00
11213	2/27/2024	BLACK O'DOWD AND ASSOCIATES INC		HERITAGE PARK RENOVATION DESIGN	301630	56104	\$39,082.00
						CHECK TOTAL	\$39,082.00
11214	2/27/2024	BRIAN E WORTHINGTON		STIPEND - PARKS AND REC COMMISSION MEETING	100520	52525	\$45.00
						CHECK TOTAL	\$45.00
11215	2/27/2024	BRIAN MARTINEZ		PHOTOGRAPHER SR VALENTINE DANCE	100240	52130	\$400.00
						CHECK TOTAL	\$400.00
11216	2/27/2024	BROADCAST MUSIC INC		MUSIC LICENSING	100520	55300	\$929.18
						CHECK TOTAL	\$929.18

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11217	2/27/2024	LINGO TELECOM LLC		CITYWIDE ANALOG PHONE SYSTEM - FEB 2024	100230	52200	\$2,297.63
						CHECK TOTAL	\$2,297.63
11218	2/27/2024	CHEM PRO LABORATORY INC		QTRLY WATER MANAGEMENT (DBC) FY23-24	100510	52310	\$186.20
	2/27/2024	CHEM PRO LABORATORY INC		WATER TREATMENT (CITYHALL/FEB) FY23-24	100620	52320	\$187.95
						CHECK TOTAL	\$374.15
11219	2/27/2024	CIVICPLUS LLC		ANNUAL RENEWAL - MUNICODE - 2024	100230	52314	\$900.00
						CHECK TOTAL	\$900.00
11220	2/27/2024	COMMONWEALTH LAND TITLE COMPANY		PROF. SERVICES - PRELIMINARY REPORT	100130	54900	\$700.00
						CHECK TOTAL	\$700.00
11221	2/27/2024	DAPEER ROSENBLIT & LITVAK LLP		CODE ENF CITY PROSECUTOR-NOVEMBER 2023	100120	54024	\$2,495.76
	2/27/2024	DAPEER ROSENBLIT & LITVAK LLP		CODE ENF CITY PROSECUTOR-NOV2023-24311 KNOLL	100120	54024	\$2,385.35
						CHECK TOTAL	\$4,881.11
11222	2/27/2024	DECKARD TECHNOLOGIES INC		SHORT TERM RENTAL MONITORING-ANNUAL MEMBERSHIP	100430	55110	\$3,000.00
						CHECK TOTAL	\$3,000.00
11223	2/27/2024	CAROL A DENNIS		MINUTES TRANSCRIPTION IN FEB.	100140	54900	\$325.00
						CHECK TOTAL	\$325.00
11224	2/27/2024	DEPARTMENT OF JUSTICE		LIVESCAN FEES	100220	52510	\$416.00
						CHECK TOTAL	\$416.00
11225	2/27/2024	DEPARTMENT OF MOTOR VEHICLES		CLEANAIRDECAL(LIC#1674730) FY23-24	502630	52312	\$22.00
						CHECK TOTAL	\$22.00
11226	2/27/2024	DEPARTMENT OF MOTOR VEHICLES		CLEANAIRDECAL(LIC#1674731) FY23-24	502630	52312	\$22.00
						CHECK TOTAL	\$22.00
11227	2/27/2024	DEPT OF TRANSPORTATION		TS MAINT - SHARED AGREEMENT - OCT-DEC 2023	100655	55536	\$3,580.38
						CHECK TOTAL	\$3,580.38

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11228	2/27/2024	DIAMOND BAR STORAGE OWNER LLC		OFF SITE STORAGE #92 #376 DEPT	100420	52302	\$800.00
CHECK TOTAL							\$800.00
11229	2/27/2024	DIAMOND PONTE DINING SERVICES LLC		CMO WELCOME BREAKFAST - 2/14/24	100130	52410	\$471.54
CHECK TOTAL							\$471.54
11230	2/27/2024	DUNN EDWARDS CORPORATION		ROAD MAINT SUPPLIES (AREA 2 REHAB) FY23-24	100655	51250	\$464.97
CHECK TOTAL							\$464.97
11231	2/27/2024	EATON CORPORATION		ANNUAL SUPPORT - UPS SERVICES 2024	100230	52314	\$7,933.77
CHECK TOTAL							\$7,933.77
11232	2/27/2024	ECOFERT INC		FERTILIZER INJECTION SYSTEM (JAN2024) FY23-24	100630	52320	\$1,207.00
CHECK TOTAL							\$1,207.00
11233	2/27/2024	ENVIRONMENTAL NETWORK CORPORATION		ASBESTOS ROOF INSPECTION (CITYHALL) FY23-24	100620	52320	\$1,760.00
CHECK TOTAL							\$1,760.00
11234	2/27/2024	EXTERIOR PRODUCTS CORP		ON-CALL ELECTRICAL WORK (JAN2024) FY23-24	100620	51200	\$125.00
	2/27/2024	EXTERIOR PRODUCTS CORP		ON-CALL ELECTRICAL WORK (JAN2024) FY23-24	100510	52320	\$234.81
	2/27/2024	EXTERIOR PRODUCTS CORP		ON-CALL ELECTRICAL WORK (JAN2024) FY23-24	100630	52320	\$365.17
	2/27/2024	EXTERIOR PRODUCTS CORP		AMERICAN FLAGS (PARKS) FY23-24	100630	56116	\$6,715.26
CHECK TOTAL							\$7,440.24
11235	2/27/2024	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL - INTERNET SERVICE - FEB 2024	100230	54030	\$398.63
	2/27/2024	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL - INTERNET/CITY HALL	100230	54030	\$775.00
CHECK TOTAL							\$1,173.63
11236	2/27/2024	GO LIVE TECHNOLOGY INC		PS/SOLAR APP PROJECT MGMT - DEC 2023	503230	56135	\$270.00
CHECK TOTAL							\$270.00
11237	2/27/2024	GOTO COMMUNICATIONS INC		CITYWIDE PHONE SYSTEM - JAN 2024	100230	52200	\$2,697.92
CHECK TOTAL							\$2,697.92

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11238	2/27/2024	GOVCONNECTION INC		HP SERVER CAREPACKS	100230	52314	\$21,236.00
CHECK TOTAL							\$21,236.00
11239	2/27/2024	GUARANTEED JANITORIAL SERVICE INC		JANITORIAL SERVICES (JAN2024) FY23-24	100630	55505	\$2,860.26
	2/27/2024	GUARANTEED JANITORIAL SERVICE INC		JANITORIAL SERVICES (JAN2024) FY23-24	100510	55505	\$6,304.27
	2/27/2024	GUARANTEED JANITORIAL SERVICE INC		JANITORIAL SERVICES (JAN2024) FY23-24	100620	52320	\$10,183.47
CHECK TOTAL							\$19,348.00
11240	2/27/2024	HIRSCH PIPE & SUPPLY INC		BLDG MAINT (PARKS) FY23-24	100630	52320	\$11.57
	2/27/2024	HIRSCH PIPE & SUPPLY INC		MAINT SUPPLIES (PARKS) FY23-24	100630	52320	\$491.31
CHECK TOTAL							\$502.88
11241	2/27/2024	HOME DEPOT CREDIT SERVICES		TRUCK TOOLS (LIC#1524113) FY23-24	502630	52312	\$182.10
CHECK TOTAL							\$182.10
11242	2/27/2024	HUMANE SOCIETY OF POMONA VALLEY INC		ANIMAL CONTROL SERVICES - JANUARY	100340	55404	\$36,324.67
CHECK TOTAL							\$36,324.67
11243	2/27/2024	HWY2HEAVEN		DBC MEMORIAL TILE ENGRAVING	100510	54900	\$1,815.00
CHECK TOTAL							\$1,815.00
11244	2/27/2024	INLAND SOCAL MEDIA GROUP LLC		MARCH 24 DBC ADVERTISEMENT	100510	52160	\$750.00
CHECK TOTAL							\$750.00
11245	2/27/2024	INTEGRUS LLC		RICOH COPIER CHARGES - 12/19/23-01/18/24	100230	52100	\$472.73
CHECK TOTAL							\$472.73
11246	2/27/2024	ITERIS INC		CS - ON-CALL TS TIMING SUPPORT - THRU 1/31/24	207650	54410	\$10,772.00
CHECK TOTAL							\$10,772.00
11247	2/27/2024	J & J'S SPORTS & TROPHIES		PW STAFF UNIFORM FY23-24	100630	51200	\$247.23
CHECK TOTAL							\$247.23
11248	2/27/2024	JACKSON'S AUTO SUPPLY/NAPA		FLEET VEHICLES TOOLS EQUIP FY23-24	502630	52312	\$128.83
	2/27/2024	JACKSON'S AUTO SUPPLY/NAPA		FLEET VEHICLES TOOLS EQUIP FY23-24	502655	52312	\$128.84

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$257.67
11249	2/27/2024	JAVIER DJEU		INSTRUCTOR PAYMENT - PICKLEBALL	100520	55320	\$951.40
						CHECK TOTAL	\$951.40
11250	2/27/2024	K7 ENTERPRISES		PUBLIC SAFETY SEMINAR SIGNS	100240	52110	\$341.56
						CHECK TOTAL	\$341.56
11251	2/27/2024	KENS HARDWARE		ROAD MAINTENANCE SUPPLIES FY23-24	100655	51250	\$43.76
						CHECK TOTAL	\$43.76
11252	2/27/2024	KIMBERLY DOWNEY ESMOND		CONTRACT CLASS INSTRUCTOR - YOUTH DANCE	100520	55320	\$444.00
						CHECK TOTAL	\$444.00
11253	2/27/2024	KWIK COVERS		SUPPLIES FOR CITY BIRTHDAY	100520	51200	\$919.95
						CHECK TOTAL	\$919.95
11254	2/27/2024	LA COUNTY ASSESSOR OFFICE		SBF ABSTRACT - JAN 2024	100230	52314	\$250.00
						CHECK TOTAL	\$250.00
11255	2/27/2024	LIEBE SHERI-LYN		CONTRACT CLASS INSTRUCTOR -DANCE	100520	55320	\$864.00
						CHECK TOTAL	\$864.00
11256	2/27/2024	LIZA G MONTIEL		SENIOR DANCE DJ 2/8/24	100520	55310	\$350.00
						CHECK TOTAL	\$350.00
11257	2/27/2024	LOOMIS		COURIER SVCS - JANUARY 2024	100210	54900	\$718.24
	2/27/2024	LOOMIS		COURIER SVCS - JANUARY 2024	100510	54900	\$718.24
						CHECK TOTAL	\$1,436.48
11258	2/27/2024	LOS ANGELES COUNTY PUBLIC WORKS		CS - INDUSTRIAL SERVICES - DEC 2023	100610	55550	\$6,336.29
	2/27/2024	LOS ANGELES COUNTY PUBLIC WORKS		CS - INDUSTRIAL SERVICES - AUG 2023	100610	55550	\$4,327.51
	2/27/2024	LOS ANGELES COUNTY PUBLIC WORKS		CS - INDUSTRIAL SERVICES - JAN 2024	100610	55550	\$4,705.02
						CHECK TOTAL	\$15,368.82
11259	2/27/2024	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2023-24 GEN LAW SERVICES 12-2023	100310	55400	\$627,720.11
						CHECK TOTAL	\$627,720.11

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11260	2/27/2024	LOWE'S BUSINESS ACCOUNT		MAINT OF GRNDS/BLDGS (JKTOOLS) FY23-24	100630	52320	\$54.02
CHECK TOTAL							\$54.02
11261	2/27/2024	RICK RAYMOND MATTIE		AV ASSISTANCE - COUNCIL MTG 1/16/2024	100240	54900	\$150.00
	2/27/2024	RICK RAYMOND MATTIE		AV SUPPORT AND FILE CONVERSIONS	100240	54900	\$1,170.00
CHECK TOTAL							\$1,320.00
11262	2/27/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38,39,&41)	241641	55524	\$5,412.19
	2/27/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38,39,&41)	239639	55524	\$13,200.67
	2/27/2024	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD 38,39,&41)	238638	55524	\$15,842.74
	2/27/2024	MCE CORPORATION		ROAD MAINTENANCE SERVICES (JAN- 2024) FY23-24	201655	55530	\$878.76
	2/27/2024	MCE CORPORATION		ROAD MAINTENANCE SERVICES (JAN- 2024) FY23-24	100655	55530	\$2,802.90
	2/27/2024	MCE CORPORATION		ROAD MAINTENANCE SERVICES (JAN- 2024) FY23-24	100655	55528	\$10,451.19
CHECK TOTAL							\$48,588.45
11263	2/27/2024	MCMaster-CARR SUPPLY COMPANY		OPS SUPPLIES (PARKS) FY23-24	100630	51200	\$18.14
CHECK TOTAL							\$18.14
11264	2/27/2024	MNS ENGINEERS INC		DESIGN OF DIAMOND BAR COMPLETE STREETS - JAN 2024	301610	56105	\$51,403.25
CHECK TOTAL							\$51,403.25
11265	2/27/2024	MV CHENG & ASSOCIATES INC		CONSULTANT SVCS - FINANCE DEPT JANUARY 2024	100210	54900	\$669.38
CHECK TOTAL							\$669.38
11266	2/27/2024	NATIONAL TRENCH SAFETY INC		ROAD MAINT (SLOPE FAILURE 02/06/24) FY23-24	100655	55512	\$1,987.35
	2/27/2024	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP GS SLOPE (KRAIL021624- 031424) FY23-24	100655	52300	\$455.52
CHECK TOTAL							\$2,442.87
11267	2/27/2024	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	\$349.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	2/27/2024	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	\$1,466.00
	2/27/2024	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	\$904.00
						CHECK TOTAL	\$2,719.00
11268	2/27/2024	OFFICE OF THE STATE CONTROLLER		ANNL STREET REPORT - FY 22/23	100210	54010	\$3,500.00
						CHECK TOTAL	\$3,500.00
11269	2/27/2024	ONE TIME PAY VENDOR	BRIGHT MAGPIE	FACILITY DEPOSIT REFUND	100	20202	\$100.00
	2/27/2024	ONE TIME PAY VENDOR	BRIGHT MAGPIE	FACILITY DEPOSIT REFUND	100	20202	\$200.00
						CHECK TOTAL	\$300.00
11270	2/27/2024	ONE TIME PAY VENDOR	DIAMOND BAR FRIENDS OF THE LIBRARY	FACILITY RENTAL REFUND	100	20202	\$496.25
						CHECK TOTAL	\$496.25
11271	2/27/2024	ONE TIME PAY VENDOR	KAREN KINDER	FACILITY DEPOSIT REFUND	100	20202	\$100.00
						CHECK TOTAL	\$100.00
11272	2/27/2024	ONE TIME PAY VENDOR	LORNA LEE	RECREATION PROGRAM REFUND	100	20202	\$115.00
						CHECK TOTAL	\$115.00
11273	2/27/2024	ONE TIME PAY VENDOR	DCW HOMES, LLC	DEV DEPOSIT REFUND-22589 PACIFIC LN	100	22107	\$12,254.35
						CHECK TOTAL	\$12,254.35
11274	2/27/2024	ONE TIME PAY VENDOR	DIAMOND BAR FRIENDS OF THE LIBRARY	FACILITY RENTAL REFUND	100	20202	\$2,493.96
						CHECK TOTAL	\$2,493.96
11275	2/27/2024	ONE TIME PAY VENDOR	TARA REYES	REIMB - USED OIL PROGRAM	253180	51300	\$32.83
						CHECK TOTAL	\$32.83
11276	2/27/2024	PACIFIC PRODUCTS AND SERVICES LLC		ROAD MAINT SIGNS FY23-24	100655	51250	\$974.55
						CHECK TOTAL	\$974.55
11277	2/27/2024	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS-JAN) FY23-24	100510	55505	\$6,029.22
	2/27/2024	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS-JAN) FY23-24	100630	55505	\$23,278.51
						CHECK TOTAL	\$29,307.73

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11278	2/27/2024	PBLA ENGINEERING INC		DESIGN SERVICES (DBC/CITYHALL) FY23-24	301630	56104	\$10,525.00
	2/27/2024	PBLA ENGINEERING INC		DESIGN SERVICES (DBC/CITYHALL) FY23-24	301630	56104	\$10,416.00
CHECK TOTAL							\$20,941.00
11279	2/27/2024	PROTECTION ONE INC		ALARM MONITOR (CITYHALL022924-032824) FY23-24	100620	52320	\$41.74
	CHECK TOTAL						\$41.74
11280	2/27/2024	PROTECTION ONE INC		BURGLAR ALARM (SYCAMOREPARK 022824-052724) FY23-24	100630	52320	\$221.68
	CHECK TOTAL						\$221.68
11281	2/27/2024	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	\$798.00
	2/27/2024	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	\$836.00
CHECK TOTAL							\$1,634.00
11282	2/27/2024	PUENTE HILLS FORD LLC		FLEET VEHICLE MAINT (LIC#1315342) FY23-24	502620	52312	\$93.99
	2/27/2024	PUENTE HILLS FORD LLC		FLEET VEHICLE MAINT (LIC#1479429) FY23-24	502430	52312	\$944.94
	2/27/2024	PUENTE HILLS FORD LLC		FLEET VEHICLE MAINT (LIC#1363853) FY23-24	502630	52312	\$1,368.66
	2/27/2024	PUENTE HILLS FORD LLC		VEHICLE MAINT (LIC#1524113) FY23-24	502630	52312	\$160.42
	2/27/2024	PUENTE HILLS FORD LLC		VEHICLE MAINT (LIC#1479428) FY23-24	502430	52312	\$3,476.57
	2/27/2024	PUENTE HILLS FORD LLC		VEHICLE MAINT (LIC#1532960) FY23-24	502620	52312	\$791.61
	2/27/2024	PUENTE HILLS FORD LLC		VEHICLE MAINT (LIC#1210108) FY23-24	502630	52312	\$495.69
	2/27/2024	PUENTE HILLS FORD LLC		VEHICLE MAINT (LIC#1442563) FY23-24	502630	52312	\$137.02
	2/27/2024	PUENTE HILLS FORD LLC		VEHICLE MAINT (LIC#1532940) FY23-24	502655	52312	\$271.38
CHECK TOTAL							\$7,740.28
11283	2/27/2024	PYRO COMM SYSTEMS INC		FIRE ALARM MONITORING (DBC 02/2024-04/2024) FY23-24	100510	52310	\$135.00
	CHECK TOTAL						\$135.00
11284	2/27/2024	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - JANUARY 2024	206650	55610	\$369.70
	2/27/2024	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - JANUARY 2024	206650	55620	\$1,478.82

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$1,848.52
11285	2/27/2024	REINBERGER CORPORATION		BUSINESS CARDS	100140	52110	\$173.01
	2/27/2024	REINBERGER CORPORATION		BUSINESS CARDS	100140	52110	\$86.51
						CHECK TOTAL	\$259.52
11286	2/27/2024	RICARDO MOJICA		SENIOR DANCE PHOTO BOOTH 2/8/24	100520	55310	\$390.00
						CHECK TOTAL	\$390.00
11287	2/27/2024	RKA CONSULTING GROUP		BUILDING AND SAFETY SERVICES- JANUARY 2024	100420	55100	\$43,081.54
						CHECK TOTAL	\$43,081.54
11288	2/27/2024	ROSS CREATIONS		DEPOSIT FOR CITY BIRTHDAY SOUND SERVICES	100520	55300	\$400.00
						CHECK TOTAL	\$400.00
11289	2/27/2024	SC FUELS		FLEET VEHICLE FUEL (011624-013124) FY23-24	502430	52330	\$79.68
	2/27/2024	SC FUELS		FLEET VEHICLE FUEL (011624-013124) FY23-24	502620	52330	\$363.11
	2/27/2024	SC FUELS		FLEET VEHICLE FUEL (011624-013124) FY23-24	502630	52330	\$507.06
	2/27/2024	SC FUELS		FLEET VEHICLE FUEL (011624-013124) FY23-24	502655	52330	\$567.87
						CHECK TOTAL	\$1,517.72
11290	2/27/2024	SCMAF		CONTRACT CLASS INSURANCE-Q1	100520	55320	\$492.20
	2/27/2024	SCMAF		CONTRACT CLASS INSURANCE-Q2	100520	55320	\$533.60
	2/27/2024	SCMAF		CONTRACT CLASS INSURANCE-Q3	100520	55320	\$475.00
	2/27/2024	SCMAF		CONTRACT CLASSES INSURANCE-Q4	100520	55320	\$457.50
	2/27/2024	SCMAF		SCMAF ANNUAL MEMBERSHIPS	100520	52400	\$340.00
						CHECK TOTAL	\$2,298.30
11291	2/27/2024	SESAC RIGHTS MANAGEMENT INC		MUSIC LICENSING	100520	55300	\$1,888.00
						CHECK TOTAL	\$1,888.00
11292	2/27/2024	SIMPSON ADVERTISING INC		DESIGN OF 2023 COMMUNITY SURVEY RESULTS HANDOUT	100240	54900	\$645.00
						CHECK TOTAL	\$645.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11293	2/27/2024	SO COAST AIR QUALITY MGT DISTRICT		FACILITY LEASE FOR MARCH 2024	100130	52302	\$2,688.58
						CHECK TOTAL	\$2,688.58
11294	2/27/2024	SOCIAL ASSURANCE LLC		SOCIAL MEDIA - MRKTG/ARCHIVING - 2024	100230	52314	\$3,500.00
						CHECK TOTAL	\$3,500.00
11295	2/27/2024	SPECTRUM BUSINESS		CABLE TV - DBC - JAN 2024	100230	54030	\$127.55
	2/27/2024	SPECTRUM BUSINESS		CABLE TV/INTERNET - CITY HALL - JAN 2024	100230	54030	\$1,727.81
	2/27/2024	SPECTRUM BUSINESS		CABLE TV - DBC - JAN 2024	100230	54030	\$127.15
	2/27/2024	SPECTRUM BUSINESS		INTERNET SERVICE - HERITAGE PARK	100230	54030	\$278.93
						CHECK TOTAL	\$2,261.44
11296	2/27/2024	STAY GREEN INC		LANDSCAPE MAINTENANCE (CITYHALL FEB2024) FY23-24	100620	52320	\$1,172.00
						CHECK TOTAL	\$1,172.00
11297	2/27/2024	THE COMDYN GROUP INC		GIS SUPPORT - DEC. 2023	100230	54900	\$1,826.89
	2/27/2024	THE COMDYN GROUP INC		GIS SUPPORT - JAN 2024	100230	54900	\$4,805.35
						CHECK TOTAL	\$6,632.24
11298	2/27/2024	THE GAS COMPANY		CITYHALL (011124-020924) FY23-24	100620	52215	\$804.85
	2/27/2024	THE GAS COMPANY		HERITAGE PARK (011224-021224) FY23-24	100630	52215	\$421.89
	2/27/2024	THE GAS COMPANY		DBC (011324-021324) FY23-24	100510	52215	\$2,211.69
						CHECK TOTAL	\$3,438.43
11299	2/27/2024	THE SAN GABRIEL VALLEY NEWSPAPER GR		ORDINANCE PUBLISHING - NO. 01 (2024)	100140	52160	\$423.44
	2/27/2024	THE SAN GABRIEL VALLEY NEWSPAPER GR		ORDINANCE PUBLISHING - NO. 02 (2024)	100140	52160	\$423.44
						CHECK TOTAL	\$846.88
11300	2/27/2024	THE SAUCE CREATIVE SERVICES INC		FLYERS FOR BREAKFAST WITH THE BUNNY	100520	52110	\$1,046.23
	2/27/2024	THE SAUCE CREATIVE SERVICES INC		FLYERS FOR CITY BIRTHDAY	100520	52110	\$312.58
						CHECK TOTAL	\$1,358.81

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11301	2/27/2024	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 1/30/24	503230	56135	\$1,600.00
	2/27/2024	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - FEB 2024	503230	56135	\$2,400.00
						CHECK TOTAL	\$4,000.00
11302	2/27/2024	ULINE INC		RESIDENTIAL RECYCLING BINS	254180	56116	\$49.25
						CHECK TOTAL	\$49.25
11303	2/27/2024	UNITED RECORDS MANAGEMENT INC		OFF-SITE BACK-UP TAPE STORAGE - JAN 2024	100230	55000	\$594.00
						CHECK TOTAL	\$594.00
11304	2/27/2024	VIDIFLO LLC		AV SUPPORT OF CABLE CHANNEL	100240	54900	\$460.00
						CHECK TOTAL	\$460.00
11305	2/27/2024	WW GRAINGER INC		RUBBER BOOTS(SIZE9) FY23-24	100630	51200	\$84.06
	2/27/2024	WW GRAINGER INC		RUBBER BOOTS (SIXE14) FY23-24	100630	51200	\$84.06
	2/27/2024	WW GRAINGER INC		PW STREETS SUPPLIES FY23-24	100655	51250	\$37.78
	2/27/2024	WW GRAINGER INC		PW STREETS SUPPLIES FY23-24	100655	51250	\$69.24
	2/27/2024	WW GRAINGER INC		RUBBER BOOTS (SIZE10) FY23-24	100655	51200	\$84.06
						CHECK TOTAL	\$359.20
11306	2/27/2024	WALNUT VALLEY UNIFIED SCHOOL DISTRICT		YOUTH BASKETBALL GYM RENTAL	100520	52302	\$2,116.60
	2/27/2024	WALNUT VALLEY UNIFIED SCHOOL DISTRICT		YOUTH BASKETBALL GYM RENTAL	100520	52302	\$1,402.50
						CHECK TOTAL	\$3,519.10
11307	2/27/2024	WALNUT VALLEY WATER DISTRICT		WVWD (CITYHALLW 010124-013124) JAN FY23-24	100620	52220	\$528.66
	2/27/2024	WALNUT VALLEY WATER DISTRICT		WVWD (D38W 010124-013124) JAN FY23-24	238638	52220	\$4,589.35
	2/27/2024	WALNUT VALLEY WATER DISTRICT		WVWD (D38RW 010124-013124) JAN FY23-24	238638	52220	\$572.05
	2/27/2024	WALNUT VALLEY WATER DISTRICT		WVWD (D39W 010124-013124) JAN FY23-24	239639	52220	\$2,249.26
	2/27/2024	WALNUT VALLEY WATER DISTRICT		WVWD (D41W 010124-013124) JAN FY23-24	241641	52220	\$1,399.54
	2/27/2024	WALNUT VALLEY WATER DISTRICT		WVWD (DBCW 010124-013124) JAN FY23-24	100510	52220	\$383.96

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
11308	2/27/2024	WALNUT VALLEY WATER DISTRICT		WVWD (PARKSW 010124-013124) JAN FY23-24	100630	52220	\$3,765.81
	2/27/2024	WALNUT VALLEY WATER DISTRICT		WVWD (PARKSRW 010124-013124) JAN FY23-24	100630	52220	\$115.87
						CHECK TOTAL	\$13,604.50
	2/27/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC) FY23-24	100510	51210	\$3,101.17
	2/27/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC) FY23-24	100510	51210	\$810.12
	2/27/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL) FY23-24	100620	51200	\$1,004.29
	2/27/2024	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL) FY23-24	100620	51200	\$438.53
						CHECK TOTAL	\$5,354.11
	2/27/2024	WEST COAST ARBORISTS INC		TREE MAINTENANCE (011624-013124) FY23-24	100645	55522	\$30,965.55
						CHECK TOTAL	\$30,965.55
11310	2/27/2024	YUNEX LLC		TS MAINT/REPAIR CLARY CONVERTERS AT 2 LOCATIONS	207650	55536	\$2,375.00
	2/27/2024	YUNEX LLC		TS MAINT - FURNISH DECORATIVE BASE PLATE COVERS	207650	55536	\$5,800.00
	2/27/2024	YUNEX LLC		TS MAINT - GLDN SPRINGS/PROSPECTORS - INSTALL DLC	207650	55536	\$3,015.00
	2/27/2024	YUNEX LLC		TS MAINT - REPAIR CLARY INVERTERS - 3 LOCATIONS	207650	55536	\$3,750.00
	2/27/2024	YUNEX LLC		TS MAINTENANCE - DEC 2023	207650	55536	\$5,540.00
	2/27/2024	YUNEX LLC		TS MAINT/REPAIR - DBB/COLD SPRING - (HIT & RUN)	207650	55536	\$5,637.65
	2/27/2024	YUNEX LLC		TS MAINT/REPAIR - INSPECTION DBB/MTN LAUREL	207650	55536	\$319.00
						CHECK TOTAL	\$26,436.65
						GRAND TOTAL	\$1,262,776.13

Agenda #: 5.3
Meeting Date: March 5, 2024



CITY COUNCIL

AGENDA REPORT

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

RECOMMENDATION:

Approve the January 2024 Treasurer's Statement.

FINANCIAL IMPACT:

None.

BACKGROUND/DISCUSSION:

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

PREPARED BY:



Jason Jacobsen, Finance Director

3/5/2024

REVIEWED BY:

Attachments:

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

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

CASH & INVESTMENT BALANCES

Cash Funds

General Account	\$2,067,106.04	
Payroll Account	\$0.00	
Change Fund - General Fund	\$600.00	
Petty Cash Account	\$500.00	
Cash With Fiscal Agent (US Bank 2021 Bonds)	<u>\$1,526.14</u>	
Total Cash Funds		<u>\$2,069,732.18</u>

City & LAIF Invested Funds (Book Value):

Local Agency Investment Fund	\$2,079,076.35	
City-Managed Fixed-Income Securities (0-5 year maturity)	<u>\$71,594,169.86</u>	
Total Investment Funds (Book Value)		<u>\$73,673,246.21</u>

Fiscal Year-To-Date Effective Rate of Return (City Funds & LAIF) 3.71% (7 months)

Fiscal YTD Interest Earnings (City Funds & LAIF) \$1,517,232.17 (7 months)

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

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

Historical rate of return as of 9/30/2023 (since 2016, 7.25 yrs)	1.51%	
OPEB Trust Fiscal Year-To-Date Unrealized Gain/(Loss)	<u>\$31,795.84</u> (7 months)	<u>\$765,232.29</u>

GRAND TOTAL - CASH & INVESTMENTS

\$76,508,210.68

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

INVESTMENTS	BOOK VALUE	PERCENT OF PORTFOLIO	TERM	DAYS TO MATURITY	YIELD TO MATURITY
Federal Credit Union CD	\$11,172,000.00	15.16%	1,393	1,026	4.098%
Local Agency Investment Fund	\$2,079,076.35	2.82%	1	1	4.012%
Corporate Notes	\$454,925.07	0.62%	1,638	1,237	5.000%
Federal Agency Coupon Securities	\$13,763,040.97	18.68%	1,117	639	4.011%
Federal Agency Discount-Amortizing	\$3,173,329.80	4.31%	193	175	5.127%
Treasury Coupon Securities	\$11,968,437.89	16.25%	1,116	485	2.664%
Federal Agency Callable	\$8,999,031.98	12.21%	1,512	495	2.367%
Certificates of Deposit-Banks	\$3,958,920.59	5.37%	1,523	582	2.146%
Municipal Bonds	\$2,026,233.69	2.75%	1,565	955	3.678%
Money Market Fund	\$16,078,249.87	21.82%	1	1	5.260%
Total Investments and Averages	\$73,673,246.21	100.00%	929	487	3.822%

	MONTH ENDING	FISCAL YEAR-TO-DATE
	January 31, 2024	2023-2024
TOTAL INTEREST EARNED	\$226,831.41	\$1,517,232.17

Daniel Fox
City Treasurer

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



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

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C
Federal Credit Union CD	11,172,000.00	11,106,725.46	11,172,000.00	15.16	1,393	1,026	4.098
Local Agency Investment Funds	2,079,076.35	2,047,533.64	2,079,076.35	2.82	1	1	4.012
Corporate Notes	500,000.00	454,925.07	454,925.07	0.62	1,638	1,237	5.000
Federal Agency Coupon Securities	13,750,000.00	13,758,441.38	13,763,040.97	18.68	1,117	639	4.011
Federal Agency Disc. -Amortizing	3,250,000.00	3,173,329.80	3,173,329.80	4.31	193	175	5.127
Treasury Coupon Securities	12,000,000.00	11,765,933.04	11,968,437.89	16.25	1,116	485	2.664
Federal Agency Callable	9,000,000.00	8,636,023.00	8,999,031.98	12.21	1,512	495	2.367
Certificate of Deposit	3,959,000.00	3,816,644.83	3,958,920.59	5.37	1,523	582	2.146
Municipal Bonds	2,145,000.00	1,991,537.54	2,026,233.69	2.75	1,565	955	3.678
Money Market Fund	16,078,249.87	16,078,249.87	16,078,249.87	21.82	1	1	5.260
	73,933,326.22	72,829,343.63	73,673,246.21	100.00%	929	487	3.822
Investments							

Total Earnings	January 31 Month Ending	Fiscal Year To Date
Current Year	226,831.41	1,517,232.17
Average Daily Balance	70,940,884.93	69,336,907.13
Effective Rate of Return	3.76%	3.71%



Jason M. Jacobsen, Finance Director

02/26/2024

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

Run Date: 02/26/2024 - 11:27

Portfolio POOL
AP
PM (PRF_PM1) 7.3.0
Report Ver 7.3.6.1

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

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Federal Credit Union CD											
03784JTK0	10443	Apple Bank For Savings		07/22/2022	248,000.00	248,000.00	248,000.00	3.200	731	172	3.200 07/22/2024
07181JAG9	10444	Baxter Credit Union		07/22/2022	248,000.00	248,000.00	248,000.00	3.150	731	172	3.150 07/22/2024
917352AA4	10454	Utah Community Fed Cr Union		07/27/2022	248,000.00	248,000.00	248,000.00	3.150	730	176	3.150 07/26/2024
00224TAL0	10528	A+ FEDERAL CU		01/27/2023	249,000.00	249,000.00	249,000.00	4.700	731	361	4.700 01/27/2025
02589ACS9	10419	American Express Bank		05/18/2022	246,000.00	244,052.66	246,000.00	3.100	1,097	473	3.100 05/19/2025
90352RCM5	10424	US ALLIANCE FED CREDIT UNION		05/31/2022	249,000.00	246,987.08	249,000.00	3.100	1,095	484	3.100 05/30/2025
130162BL3	10621	CALIFORNIA CREDIT UNION		12/28/2023	243,000.00	243,000.00	243,000.00	5.100	550	515	5.100 06/30/2025
795451BQ5	10461	Sallie Mae Bank		07/06/2022	248,000.00	248,000.00	248,000.00	3.400	1,097	522	3.400 07/07/2025
37424PAG9	10570	GESA CREDIT UNION		07/31/2023	248,000.00	248,000.00	248,000.00	5.500	731	546	5.500 07/31/2025
20825WBC3	10474	Connexus CU		08/26/2022	248,000.00	248,000.00	248,000.00	3.500	1,096	572	3.500 08/26/2025
90353EBC6	10550	USF FCU		03/15/2023	249,000.00	249,000.00	249,000.00	5.050	915	592	5.050 09/15/2025
914242AA0	10492	UNIVERSITY CREDIT UNION		09/26/2022	249,000.00	249,000.00	249,000.00	4.000	1,096	603	4.000 09/26/2025
16863LAE5	10502	CHIEF FINANCIAL FCU		10/12/2022	249,000.00	249,000.00	249,000.00	4.600	1,098	621	4.600 10/14/2025
92348DAA7	10500	VERIDIAN CU		10/24/2022	249,000.00	249,000.00	249,000.00	4.500	1,096	631	4.500 10/24/2025
20367GBD0	10440	Community Commerce Bank		07/27/2022	248,000.00	248,000.00	248,000.00	3.050	1,280	726	3.050 01/27/2026
530520AC9	10530	LIBERTY FIRST CU		01/27/2023	249,000.00	249,000.00	249,000.00	4.500	1,096	726	4.500 01/27/2026
19123RAA0	10529	COCA-COLA FCU		01/31/2023	249,000.00	249,000.00	249,000.00	4.600	1,098	732	4.600 02/02/2026
39573LAV0	10255	GREENSTATE CREDIT UNION		02/26/2021	248,000.00	224,875.74	248,000.00	0.650	1,826	756	0.650 02/26/2026
59524LAA4	10549	MID CAROLINA CU		03/13/2023	249,000.00	249,000.00	249,000.00	4.850	1,096	771	4.850 03/13/2026
87868YAL7	10551	TECHNOLOGY CU		03/23/2023	249,000.00	249,000.00	249,000.00	5.000	1,096	781	5.000 03/23/2026
722000AC0	10575	PIMA FEDERAL CREDIT		08/17/2023	248,000.00	248,000.00	248,000.00	5.300	1,096	928	5.300 08/17/2026
42228LAH4	10496	HEALTHCARE SYSTEMS FCU		09/21/2022	249,000.00	249,000.00	249,000.00	3.600	1,461	963	3.600 09/21/2026
91823MBE4	10499	VCC BANK		10/14/2022	249,000.00	249,000.00	249,000.00	4.250	1,461	986	4.250 10/14/2026
50625LBR3	10606	LAFAYETTE FCU		11/30/2023	248,000.00	248,000.00	248,000.00	5.250	1,096	1,033	5.250 11/30/2026
06251A3K4	10402	America's Credit Union		12/16/2021	248,000.00	227,139.23	248,000.00	1.350	1,826	1,049	1.350 12/16/2026
58404DUA7	10622	Medallion Bank		12/29/2023	248,000.00	248,000.00	248,000.00	4.500	1,096	1,062	4.500 12/29/2026
856285E98	10410	State Bank of India		01/31/2022	248,000.00	230,670.75	248,000.00	1.750	1,827	1,096	1.750 02/01/2027
89235MNT4	10442	Toyota Financial SGS Bank		07/22/2022	248,000.00	248,000.00	248,000.00	3.400	1,826	1,267	3.400 07/22/2027
14042THZ3	10453	Capital One Bank USA		07/27/2022	248,000.00	248,000.00	248,000.00	3.500	1,826	1,272	3.500 07/27/2027
55026MAE5	10487	LUMINATE BANK		09/15/2022	249,000.00	249,000.00	249,000.00	3.400	1,826	1,322	3.400 09/15/2027
052392BT3	10495	AUSTIN TELCO FCU		09/21/2022	249,000.00	249,000.00	249,000.00	3.800	1,826	1,328	3.800 09/21/2027
472207AE9	10491	JEANNE D'ARC CREDIT UNION		09/30/2022	249,000.00	249,000.00	249,000.00	3.800	1,826	1,337	3.800 09/30/2027
06543PDA0	10494	BANK OF THE VALLEY NE		09/30/2022	249,000.00	249,000.00	249,000.00	4.100	1,826	1,337	4.100 09/30/2027
42869GAB2	10639	Hickam		01/31/2024	249,000.00	249,000.00	249,000.00	4.150	1,461	1,460	4.150 01/31/2028
011852AE0	10547	Alaska USA FCU		03/08/2023	249,000.00	249,000.00	249,000.00	4.600	1,827	1,497	4.600 03/08/2028
89854LAD5	10564	TTCU FED CU		07/26/2023	248,000.00	248,000.00	248,000.00	5.000	1,827	1,637	5.000 07/26/2028

Portfolio POOL
AP
PM (PRF_PM2) 7.3.0

Run Date: 02/26/2024 - 11:27

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

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Federal Credit Union CD											
534574AC2	10571	LINCOLN PARK COMMUNITY BANK		08/28/2023	248,000.00	248,000.00	248,000.00	5.000	1,827	1,670	5.000 08/28/2028
72221MAA1	10578	PINAL COUNTY FED CU		09/08/2023	248,000.00	248,000.00	248,000.00	5.700	1,827	1,681	5.700 09/08/2028
291916AG9	10596	Empower FED Credit Union		10/23/2023	248,000.00	248,000.00	248,000.00	5.100	1,827	1,726	5.100 10/23/2028
91739JAD7	10589	UTAH FIRST CD		10/30/2023	248,000.00	248,000.00	248,000.00	5.100	1,827	1,733	5.100 10/30/2028
98138MCA6	10590	WORKERS FCU		10/30/2023	248,000.00	248,000.00	248,000.00	5.200	1,827	1,733	5.200 10/30/2028
89839KAD7	10604	TRUSTSTAR BANK		11/22/2023	248,000.00	248,000.00	248,000.00	4.750	1,827	1,756	4.750 11/22/2028
77357DAB4	10607	ROCKLAND FCU		11/30/2023	248,000.00	248,000.00	248,000.00	5.000	1,827	1,764	5.000 11/30/2028
949764JY1	10617	Wells Fargo		12/27/2023	248,000.00	248,000.00	248,000.00	4.100	1,827	1,791	4.100 12/27/2028
17783PAK7	10625	City Federal Credit Union		01/18/2024	249,000.00	249,000.00	249,000.00	4.000	1,827	1,813	4.000 01/18/2029
Subtotal and Average			10,786,451.61		11,172,000.00	11,106,725.46	11,172,000.00		1,393	1,026	4.098
Local Agency Investment Funds											
LAIF	10028	Local Agency Investment Fund			2,079,076.35	2,047,533.64	2,079,076.35	4.012	1	1	4.012
Subtotal and Average			2,198,654.70		2,079,076.35	2,047,533.64	2,079,076.35		1	1	4.012
Corporate Notes											
06048WR36	10515	Bank of America Corp.		12/27/2022	500,000.00	454,925.07	454,925.07	2.000	1,638	1,237	5.000 06/22/2027
Subtotal and Average			454,407.04		500,000.00	454,925.07	454,925.07		1,638	1,237	5.000
Federal Agency Coupon Securities											
3130AV2E1	10534	Federal Home Loan Bank		02/22/2023	500,000.00	499,972.42	499,972.42	5.000	364	20	5.103 02/21/2024
3130ARHG9	10416	Federal Home Loan Bank		03/29/2022	2,000,000.00	1,974,200.00	1,999,681.02	2.125	701	27	2.344 02/28/2024
3133ENMZ0	10624	Federal Farm Credit Bank		12/21/2023	500,000.00	496,425.88	496,425.88	1.200	104	62	5.400 04/03/2024
3130ASDS5	10460	Federal Home Loan Bank		07/08/2022	1,000,000.00	998,623.17	998,623.17	2.750	721	148	3.099 06/28/2024
3130AT6G7	10483	Federal Home Loan Bank		09/22/2022	750,000.00	747,351.46	747,351.46	3.500	722	225	4.100 09/13/2024
3130ATVD6	10533	Federal Home Loan Bank		02/22/2023	750,000.00	749,191.54	749,191.54	4.875	569	225	5.058 09/13/2024
3133EPBH7	10543	Federal Farm Credit Bank		03/01/2023	500,000.00	499,058.03	499,058.03	4.750	723	386	4.939 02/21/2025
3133ENZG8	10458	Federal Farm Credit Bank		07/11/2022	500,000.00	501,303.34	501,303.34	3.375	1,075	505	3.176 06/20/2025
313373B68	10537	Federal Home Loan Bank		02/27/2023	500,000.00	497,607.63	497,607.63	4.375	1,110	771	4.619 03/13/2026
3130ASJ59	10447	Federal Home Loan Bank		07/18/2022	1,000,000.00	1,005,152.07	1,005,152.07	3.375	1,425	862	3.141 06/12/2026
3133EPCQ2	10572	Federal Farm Credit Bank		08/02/2023	1,000,000.00	999,168.08	999,168.08	4.625	1,080	897	4.661 07/17/2026
45818WED4	10498	INTER-AMERICAN DEV. BANK		09/13/2022	500,000.00	491,550.46	491,550.46	2.980	1,731	1,225	3.902 06/10/2027
3130ASGU7	10432	Federal Home Loan Bank		06/16/2022	1,000,000.00	1,020,268.00	999,386.57	3.500	1,821	1,226	3.520 06/11/2027
3130AXMQ8	10588	Federal Home Loan Bank		10/30/2023	1,000,000.00	1,000,000.00	1,000,000.00	5.600	1,460	271	5.600 10/29/2027
3133EPCG8	10545	Federal Farm Credit Bank		03/01/2023	1,000,000.00	995,165.96	995,165.96	4.125	1,736	1,399	4.267 12/01/2027
3130AWMN7	10563	Federal Home Loan Bank		07/21/2023	500,000.00	503,870.94	503,870.94	4.375	1,785	1,590	4.177 06/09/2028

Portfolio POOL
AP
PM (PRF_PM2) 7.3.0

Run Date: 02/26/2024 - 11:27

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

Page 3

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date	
Federal Agency Coupon Securities												
17325FBB3	10631	CITIBANK		01/30/2024	750,000.00	779,532.40	779,532.40	5.803	1,704	1,702	4.847	09/29/2028
Subtotal and Average			13,032,366.88		13,750,000.00	13,758,441.38	13,763,040.97		1,117	639	4.011	
Federal Agency Disc. -Amortizing												
313384UE7	10610	Federal Home Loan Bank		12/11/2023	1,000,000.00	994,200.00	994,200.00	5.220	92	40	5.364	03/12/2024
313384A58	10626	Federal Home Loan Bank		01/29/2024	750,000.00	731,051.88	731,051.88	4.970	186	183	5.169	08/02/2024
313384J75	10627	Federal Home Loan Bank		01/29/2024	750,000.00	725,229.69	725,229.69	4.775	252	249	4.975	10/07/2024
313384N39	10628	Federal Home Loan Bank		01/29/2024	750,000.00	722,848.23	722,848.23	4.705	280	277	4.910	11/04/2024
Subtotal and Average			1,235,137.46		3,250,000.00	3,173,329.80	3,173,329.80		193	175	5.127	
Treasury Coupon Securities												
912828WJ5	10417	U.S. Treasury		04/25/2022	2,000,000.00	1,983,672.00	1,998,788.28	2.500	751	104	2.720	05/15/2024
9128286Z8	10435	U.S. Treasury		06/14/2022	1,000,000.00	976,875.00	994,195.53	1.750	747	150	3.222	06/30/2024
912828Y87	10434	U.S. Treasury		06/08/2022	1,000,000.00	975,742.00	995,310.51	1.750	784	181	2.730	07/31/2024
91282CED9	10415	U.S. Treasury		03/22/2022	3,000,000.00	2,903,439.00	2,982,613.64	1.750	1,089	408	2.290	03/15/2025
91282CEU1	10459	U.S. Treasury		07/08/2022	1,000,000.00	997,706.49	997,706.49	2.875	1,073	500	3.051	06/15/2025
9128285C0	10456	U.S. Treasury		07/11/2022	1,000,000.00	997,501.99	997,501.99	3.000	1,177	607	3.158	09/30/2025
9128285J5	10445	U.S. Treasury		07/18/2022	1,000,000.00	997,924.91	997,924.91	3.000	1,201	638	3.125	10/31/2025
91282CDQ1	10403	U.S. Treasury		01/04/2022	1,000,000.00	925,664.00	996,988.89	1.250	1,822	1,064	1.357	12/31/2026
91282CEW7	10436	U.S. Treasury		07/14/2022	1,000,000.00	1,007,407.65	1,007,407.65	3.250	1,812	1,245	3.014	06/30/2027
Subtotal and Average			11,966,522.31		12,000,000.00	11,765,933.04	11,968,437.89		1,116	485	2.664	
Federal Agency Callable												
3130ARYU9	10428	Federal Home Loan Bank		05/23/2022	1,000,000.00	994,442.00	1,000,000.00	3.000	641	22	3.000	02/23/2024
3134GXYM0	10433	Federal Home Loan Mtg Corp		06/28/2022	750,000.00	749,124.00	749,341.56	3.125	731	56	3.349	06/28/2024
3134GYE57	10527	Federal Home Loan Mtg Corp		01/26/2023	500,000.00	500,000.00	500,000.00	5.020	547	85	5.020	07/26/2024
3133EMVS8	10259	Federal Farm Credit Bank		04/14/2021	500,000.00	468,659.00	500,000.00	0.690	1,461	438	0.690	04/14/2025
3130AL7M0	10254	Federal Home Loan Bank		02/24/2021	500,000.00	460,993.50	499,690.42	0.625	1,826	23	0.676	02/24/2026
3133EMSH6	10258	Federal Farm Credit Bank		03/03/2021	500,000.00	463,515.50	500,000.00	0.790	1,826	761	0.790	03/03/2026
3133ENKG4	10397	Federal Farm Credit Bank		01/11/2022	1,000,000.00	933,642.00	1,000,000.00	1.470	1,826	1,075	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	1,090	1.840	01/26/2027
3130AQKJ1	10406	Federal Home Loan Bank		01/28/2022	1,500,000.00	1,398,064.50	1,500,000.00	1.700	1,826	87	1.700	01/28/2027
3133ENH52	10475	Federal Farm Credit Bank		08/23/2022	500,000.00	500,000.00	500,000.00	4.030	1,826	1,299	4.030	08/23/2027
3130AUDL5	10513	Federal Home Loan Bank		12/30/2022	750,000.00	750,000.00	750,000.00	4.550	1,826	333	4.550	12/30/2027
Subtotal and Average			8,998,963.28		9,000,000.00	8,636,023.00	8,999,031.98		1,512	495	2.367	

Portfolio POOL
AP
PM (PRF_PM2) 7.3.0

Run Date: 02/26/2024 - 11:27

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

Page 4

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Certificate of Deposit											
246399AB5	10451	Deleware Police Fed Credit Uni		07/20/2022	246,000.00	245,920.59	245,920.59	3.000	618	57	3.210 03/29/2024
61760AZR3	10226	Morgan Stanley Bank		05/02/2019	246,000.00	243,893.01	246,000.00	2.750	1,827	91	2.753 05/02/2024
29278TKJ8	10230	EnerBank USA		08/07/2019	247,000.00	241,213.04	247,000.00	2.150	1,827	188	2.152 08/07/2024
75472RAE1	10233	Raymond James Bank NA		08/23/2019	247,000.00	240,310.01	247,000.00	2.000	1,827	204	2.002 08/23/2024
14042RRH6	10429	Capital One Bank		05/18/2022	248,000.00	246,036.83	248,000.00	3.100	1,097	473	3.100 05/19/2025
87165GR79	10430	Synchrony Bank		05/20/2022	248,000.00	246,033.11	248,000.00	3.100	1,096	474	3.100 05/20/2025
48128UDS5	10250	JP Morgan Chase		05/28/2020	248,000.00	231,727.23	248,000.00	1.000	1,826	117	1.001 05/28/2025
254673F68	10431	Discover Bank		06/01/2022	246,000.00	244,005.19	246,000.00	3.100	1,097	487	3.100 06/02/2025
59001PAS8	10457	Meritrust Fed CU		07/08/2022	248,000.00	248,000.00	248,000.00	3.350	1,096	523	3.350 07/08/2025
066519QK8	10256	BANK UNITED NA		03/05/2021	248,000.00	224,768.35	248,000.00	0.650	1,826	763	0.000 03/05/2026
70320KAX9	10257	Pathfinder Bank		03/11/2021	249,000.00	225,981.94	249,000.00	0.700	1,826	769	0.000 03/11/2026
70962LBH4	10414	Pentagon Federal Credit Union		03/22/2022	248,000.00	234,447.30	248,000.00	1.800	1,462	781	1.800 03/23/2026
38149MZJ5	10260	Goldman Sachs Bank		09/08/2021	248,000.00	225,703.81	248,000.00	1.050	1,826	950	1.051 09/08/2026
90348JS92	10261	UBS Bank USA		09/09/2021	248,000.00	224,604.42	248,000.00	0.950	1,826	951	0.000 09/09/2026
23288UAA5	10555	Cy Fair FCU		05/19/2023	249,000.00	249,000.00	249,000.00	4.350	1,461	1,203	4.355 05/19/2027
88413QDM7	10455	Third Fed Savings & Loan		07/27/2022	245,000.00	245,000.00	245,000.00	3.400	1,826	1,272	3.402 07/27/2027
Subtotal and Average			3,958,899.69		3,959,000.00	3,816,644.83	3,958,920.59		1,523	582	2.146
Municipal Bonds											
13032UXL7	10252	CALIF STATE HLTH FACS AUTH		11/04/2020	200,000.00	189,923.60	200,000.00	0.752	1,305	121	0.752 06/01/2024
13077DMK5	10251	California St Univ Rev-Bond		09/17/2020	100,000.00	93,759.00	100,000.00	0.685	1,506	274	0.685 11/01/2024
13032UXM5	10253	CALIF STATE HLTH FACS AUTH		11/04/2020	250,000.00	231,621.25	250,000.00	0.952	1,670	486	0.952 06/01/2025
54438CYL0	10523	LOS ANGELES CA CMNTY CLG DIST		01/05/2023	365,000.00	335,693.00	335,693.00	1.174	1,304	912	4.700 08/01/2026
738850TA4	10522	POWAY UNIFIED SCHOOL DIST		01/04/2023	1,230,000.00	1,140,540.69	1,140,540.69	2.414	1,670	1,277	4.750 08/01/2027
Subtotal and Average			2,024,780.47		2,145,000.00	1,991,537.54	2,026,233.69		1,565	955	3.678
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	16,078,249.87	16,078,249.87	16,078,249.87	5.260	1	1	5.260
52470G882	10561	Western Asset		05/25/2023	0.00	0.00	0.00	5.150	1	1	5.150
Subtotal and Average			16,284,701.48		16,078,249.87	16,078,249.87	16,078,249.87		1	1	5.260

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Term	Days to Maturity	YTM/C
Total and Average			70,940,884.93		73,933,326.22	72,829,343.63	73,673,246.21		929	487	3.822

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Term	Days to Maturity	YTM/C
Average Balance			0.00						0	0	
Total Cash and Investments			70,940,884.93		73,933,326.22	72,829,343.63	73,673,246.21		929	487	3.822

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

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Federal Credit Union CD							
17783PAK7	10625	City Federal Credit Union	4.000	01/18/2024	249,000.00	0.00	
42869GAB2	10639	Hickam	4.150	01/31/2024	249,000.00	0.00	
Subtotal					498,000.00	0.00	11,172,000.00
Local Agency Investment Funds (Monthly Summary)							
LAIF	10028	Local Agency Investment Fund	4.012		26,642.82	400,000.00	
Subtotal					26,642.82	400,000.00	2,079,076.35
Corporate Notes							
Subtotal							454,925.07
Federal Agency Coupon Securities							
17325FBB3	10631	CITIBANK	5.803	01/30/2024	779,550.00	0.00	
Subtotal					779,550.00	0.00	13,763,040.97
Federal Agency Disc. -Amortizing							
313384RG6	10580	Federal Home Loan Bank	5.300	01/02/2024	0.00	1,000,000.00 **	
313384A58	10626	Federal Home Loan Bank	4.970	01/29/2024	730,741.25	0.00	
313384J75	10627	Federal Home Loan Bank	4.775	01/29/2024	724,931.25	0.00	
313384N39	10628	Federal Home Loan Bank	4.705	01/29/2024	722,554.17	0.00	
Subtotal					2,178,226.67	1,000,000.00	3,173,329.80
Treasury Coupon Securities							
Subtotal							11,968,437.89
Federal Agency Callable							
Subtotal							8,999,031.98
Certificate of Deposit							
Subtotal							3,958,920.59
Municipal Bonds							
Subtotal							2,026,233.69

** - Indicates incomplete recording of maturity redemption.

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

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Wells Fargo Sweep Account							
Subtotal							0.00
Money Market Fund							
857492888	10562	State Street Advisors	5.260		6,256,466.93	3,000,000.00	
Subtotal					6,256,466.93	3,000,000.00	16,078,249.87
Total					9,738,886.42	4,400,000.00	73,673,246.21

Agenda #: 5.4
Meeting Date: March 5, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH LANCE, SOLL & LUNGHARD, LLP FOR AUDIT SERVICES REQUIRED BY THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM FOR FISCAL YEARS 2020/21 THROUGH 2022/23.**

STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Approve, and authorize the City Manager to sign, the Third Amendment to the Consultant Services Agreement with Lance, Soll & Lunghard, LLP for auditing services.

FINANCIAL IMPACT:

This Third Amendment would increase the total not-to-exceed compensation under the Agreement by \$20,000 for a total not-to-exceed amount of \$412,679. Sufficient funds have been included in the FY 2023/24 Measure W Fund (201) operating budget to cover the cost of such services.

BACKGROUND/ANALYSIS:

As required by the Municipal Transfer Agreement between the City of Diamond Bar and the Los Angeles County Flood Control District, the City is required every three years to engage the services of an outside, independent audit firm to perform an audit to determine the City's compliance with the terms and conditions established by the Los Angeles County Flood Control District's Safe, Clean Water Program, including utilization of annual program funds commonly referred to as "Measure W" funds.

Lance, Soll & Lunghard LLP (LSL) has provided audit services to the City under the current agreement since 2015. On May 19, 2020, the City Council approved the First Amendment extending the original term through completion of the financial reports for FY ending June 30, 2020. On April 6, 2021, the City Council approved the Second

Amendment extending the term through completion of the financial reports for FY ending June 30, 2025. Over the years, LSL has provided exceptional service to the City, and has worked well with the City Council, Audit Subcommittee and City staff. Based on this past performance, it is recommended that the City Council amend the existing contract with LSL to include the funding and additional scope of work (see Attachment 1 - Exhibit "A") required to complete the compliance audit for the Safe, Clean Water Program.

LEGAL REVIEW:

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

PREPARED BY:


Jason Jacobsen, Finance Director 3/5/2024

REVIEWED BY:


Jason Jacobsen, Finance Director 2/28/2024

Attachments:

1. 5.4.a 3rd Amendment - LSL Compliance Audit for Safe, Clean Water Program
2. 5.4.b Exhibit A - Scope of Work for LSL Compliance Audit for Safe, Clean Water Program

**THIRD AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT
(Lance, Soll & Lunghard, LLP)**

This Third Amendment to Consultant Services Agreement ("Third Amendment") is made and entered into as of March 5, 2024, by and between the City of Diamond Bar, a municipal corporation ("City"), and Lance, Soll & Lunghard, LLP CPA's, a California limited liability company (herein referred to as the "Consultant") with reference to the following:

A. The City and the Consultant entered into that certain Consultant Services Agreement dated as of April 7, 2015, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and Consultant entered into a First Amendment to the Original Agreement dated May 19, 2020, which is incorporated herein by this reference ("First Amendment"). The City and Consultant entered into that certain Second Amendment dated as of April 6, 2021, which is incorporated herein by reference ("Second Amendment") which First and Second Amendments and Original Agreement are collectively referred to herein as the "Agreement"; and

C. The City and the Consultant desire to amend, modify, amend and supplement certain portions of the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

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

2. Revised Scope of Services. The Scope of Services, Exhibit "A" to the Original Agreement and First Amendment, is hereby amended, modified and supplemented to include the additional services described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement, as amended by the First Amendment and Second Amendment is the sum of three hundred ninety-two thousand six hundred and seventy-nine dollars (\$392,679), which may not be exceeded without prior written authorization by the City. That amount is further amended and increased by this Third Amendment by twenty thousand dollars (\$20,000) for a new not-to-

exceed total compensation amount in the sum of four hundred twelve thousand six hundred and seventy-nine dollars (\$412,679), which amount may not be exceeded without prior written authorization by the City.

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

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

"CONSULTANT"

Lance, Soll & Lunghard, LLP
CPA's

*By _____

Printed Name:

Title: _____

*By: _____

Printed Name: _____

Title:

"CITY"

CITY OF DIAMOND BAR

By: _____
Dan Fox, City Manager

ATTEST:

Kristina Santana, City Clerk

APPROVED AS TO FORM:

Omar Sandoval, City Attorney

EXHIBIT “A”

ADDITIONAL SCOPE OF SERVICES

[Behind this page.]

EXHIBIT - A



March 17, 2023

City of Diamond Bar
Attn: Jason Jacobsen
JJacobsen@DiamondBarCA.Gov
21810 Copley Drive
Diamond Bar, CA 91765

Dear Mr. Jacobsen,

LANCE, SOLL & LUNGHARD, LLP (LSL) is pleased to present our scope of work proposal to provide audit services to the City of Diamond Bar. As a leader in the field of governmental accounting and auditing, we appreciate the opportunity to present our professional qualifications. Because of our extensive local government experience, previous experience with the City, dedication to excellence, and determination to retain the brightest talent, we hope you find that LSL is the most qualified accounting firm to provide these services to the City.

LSL is willing and ready to provide the following services at the request of the City of Diamond Bar:

- Perform an independent audit to determine compliance with the terms and conditions of the Transfer Agreement between the City of Diamond Bar and the Los Angeles County Flood Control District, specific to the Safe, Clean Water Program, and all requirements applicable to the City contained in chapters 16 and 18 of the LACFD Code.
- The audit will cover a three year period beginning with FY 20/21 through FY 22/23, and the report will be due to LACFD no later than 3/31/2024

Brandon Young, CPA, a partner with LSL would be responsible for overseeing the engagement.

Throughout the year and during the period of this engagement, we will be available on a daily basis for consultation on accounting and reporting matters related to new government accounting standards and other ongoing needs. We will also periodically communicate new state and national developments affecting municipal finance and reporting, standards and trends including changes in federal/state grant program accounting, and other reporting requirements. These services will be provided at no additional charge.

The fee for our services will be \$20,000 in total. LSL is committed to providing the services requested by the City as well as assigning the appropriate level necessary to complete the tasks to keep the costs of the services as reasonable as possible. Our proposal is a firm and irrevocable offer for a period of 90 days. For the purposes of this proposal, Brandon Young, Partner, is authorized to make representations for our firm. He can be reached at the address below, by phone at (916) 562-1579, or through email at brandon.young@slcpas.com



City of Diamond Bar
Page 2

Very truly yours,

Lance, Soll & Lingham, LLP

City:

Signature

Date

Agenda #: 5.5
Meeting Date: March 5, 2024



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **CALIFORNIA NATURAL RESOURCES AGENCY GRANT FOR HERITAGE PARK RENOVATION PROJECT AND CALIFORNIA DEPARTMENT OF PARKS AND RECREATION GRANT FOR MAPLE HILL PARK PLAYGROUND/RESTROOM REPLACEMENT PROJECT.**
STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

- A. Adopt Resolution No. 2024-07, approving the acceptance of general fund grant funds for the Heritage Park Renovation Project, and authorizing the City Manager, or designee, to execute and submit all documents necessary to accept, administer and expend the grant funding; and,
- B. Adopt Resolution No. 2024-08, approving the application for specified grant funds for the Maple Hill Park Playground/Restroom Replacement Project, and authorizing the City Manager, or designee, to execute and submit all documents necessary to accept, administer and expend the grant funding.

FINANCIAL IMPACT:

The City would be reimbursed up to \$250,000 for the design of the Heritage Park Renovation Project and would need to enter into an agreement with the State of California Natural Resources Agency.

The City would be reimbursed up to \$660,000 for the design and construction of the Maple Hill Park Playground/Restroom Replacement Project and would need to enter into an agreement with the State of California Department of Parks and Recreation.

BACKGROUND:

Heritage Park and Community Center Renovation Project

In July 2023, Assemblymember Lisa Calderon (D-56) announced she had secured a grant to support Americans with Disabilities Act (ADA) improvements for the Heritage Park and Community Center Renovation Project. As part of the Budget Act of 2023, the State of California, through the California Natural Resources Agency (CNRA), is providing the City of Diamond Bar with a \$250,000 grant for this project. As a 3.4-acre park with a 3,900-square-foot Community Center and located in the southern portion of the City, Heritage Park's existing building, parking lot, playground, restrooms, and amenities are outdated and must be updated to comply with building code and ADA standards. The facility's current condition limits the ability to provide the full benefits that it could offer Diamond Bar residents. Design work for the project has begun and is being provided by Black O'Dowd and Associates, Inc., with an anticipated completion date late this Fall.

Maple Hill Park Playground/Restroom Replacement Project

Similarly, in August 2023, Senator Bob Archuleta (D-30) announced he had secured a grant for the Maple Hill Park Playground/Restroom Replacement Project. As part of the Budget Act of 2023, the State of California, through the California Department of Parks and Recreation, is providing the City of Diamond Bar with a \$660,000 grant. Maple Hill Park, which includes approximately 3.5 acres of net usable area, was constructed by Los Angeles County before Diamond Bar's cityhood. Most of the park's amenities are outdated and must be updated to comply with building codes and ADA standards. Design services for the project are currently being provided by PBLA Engineering, Inc and are nearing completion.

DISCUSSION:

California Natural Resources Agency Grant (Heritage Park)

The grant funds are proposed to be used for the design of the Heritage Park Renovation Project, which is referred to as Project FP24502 in the City's Capital Improvement Program (CIP). The design will consist of a multi-phase approach towards the project, including, but not limited to, renovations of the community center, restrooms, exterior parking lots, existing playground, and the basketball court. The next step is for the City Council to adopt the attached Resolution (Attachment 1) authorizing the City Manager or designee to execute the agreement and associated application materials for \$250,000 in grant funds from CNRA. A draft application and sample Agreement is included in Attachment 3.

California Department of Parks and Recreation Grant (Maple Hill Park)

The grant funds are proposed to be used for the design and construction of the Maple Hill Park Playground/Restroom Replacement Project, recognized as project FP23506 in the City's CIP. The project includes the replacement of the existing playground and play surface, replacing the existing restroom building, and various ADA site improvements in and around the playground and restroom. The next step is for the City Council to adopt the attached Resolution (Attachment 2) authorizing the City Manager or designee to execute the agreement and associated application materials for \$660,000 in grant funds

from the State of California Department of Parks and Recreation. A draft application and sample Agreement is included in Attachment 4.

NEXT STEPS:

Following adoption of the attached Resolutions, the City Manager will be able to submit the necessary documents to secure the grant funds and execute a grant agreement for each project. Additionally, it should be noted that staff will continue to seek additional funding opportunities for each project and bring forth future agenda items for the City Council's consideration associated with the design or construction of the projects above.

PREPARED BY:


Alex Batres, Management Analyst

3/5/2024

REVIEWED BY:

Attachments:

1. 5.5.a Resolution No. 2024-07 CNRA Heritage Park Project
2. 5.5.b Resolution No. 2024-08 State Parks Maple Hill Project
3. 5.5.c Heritage Park Draft Application Form and Sample Agreement
4. 5.5.d Maple Hill Draft Application Form and Sample Agreement

RESOLUTION NO. 2024-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR THE HERITAGE PARK RENOVATION PROJECT.

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of a Project Information Package before submission of said package to the State; and

WHEREAS, the Grantee will enter into an agreement with the State of California for the above project.

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

Section 1. The City Council hereby:

1. Approves the acceptance of a general fund allocation for local assistance for the above project(s); and
2. Certifies that said agency understands the assurances and certification in the Project Information Form; and
3. Certifies that said agency will have sufficient funds to develop/complete the planning or program project(s) or will secure the resources to do so; and
4. Certifies that said agency will comply with the provisions of Section 1771.5 of the California Labor Code.
5. If applicable, certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained.
6. Certifies that said agency has reviewed and understands the General Provisions contained in the sample Grant Agreement shown in the Procedural Guide; and

7. Appoints the City Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to the Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Section 2. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED AND ADOPTED this 5th day of March 2024.

CITY OF DIAMOND BAR

Stan Liu, Mayor

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 5th day of March 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Kristina Santana, City Clerk

RESOLUTION NO. 2024-08

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS FROM THE BUDGET ACT OF 2023, 19.561(B)(47) FOR PLAYGROUND, RESTROOM, AND SITE IMPROVEMENTS AT THE MAPLE HILL PARK.

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Diamond Bar, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s);

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

Section 1. The City Council hereby:

1. Approves the filing of project application(s) for specified grant project(s); and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
4. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 2. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED AND ADOPTED this 5th day of March 2024.

CITY OF DIAMOND BAR

Stan Liu, Mayor

ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at a regular meeting of the City Council of the City of Diamond Bar held on the 5th day of March 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Kristina Santana, City Clerk

PROJECT INFORMATION FORM

Project Name Heritage Park Renovation Project		Estimated Date of Completion: <u>Enter date</u> Grant Amount: <u>\$250,000.00</u> Estimated Total Project Cost: <u>\$7,500,000.00</u> (State grant, other funds, and in-kind)							
Grantee Name (with mailing address) City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> County Los Angeles </td> <td style="width: 50%; padding: 5px;"> Nearest City/Town Walnut </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> Project Address (or nearest cross street) 2900 South Brea Canyon Road Diamond Bar, CA 91765 </td> </tr> <tr> <td style="padding: 5px;"> Senate Dist. 29 & 30 </td> <td style="padding: 5px;"> Assembly Dist. 56 </td> </tr> </table>		County Los Angeles	Nearest City/Town Walnut	Project Address (or nearest cross street) 2900 South Brea Canyon Road Diamond Bar, CA 91765		Senate Dist. 29 & 30	Assembly Dist. 56
County Los Angeles	Nearest City/Town Walnut								
Project Address (or nearest cross street) 2900 South Brea Canyon Road Diamond Bar, CA 91765									
Senate Dist. 29 & 30	Assembly Dist. 56								
Check one: ☐ Nonprofit ☒ Local Agency ☐ State Agency		US Congressional Dist. 38							
Grantee's Representative Authorized in Resolution (Signature required at bottom of this page)									
Name: <u>Daniel Fox</u>		Title: <u>City Manager</u>							
Phone: <u>(909) 839 - 7011</u>		Email: <u>DFox@diamondbarca.gov</u>							
Project Manager – Person with day-to-day responsibility for project (if different from authorized representative)									
Name: <u>Hal Ghafari</u>		Title: <u>Public Works Manager/Assistant City Engineer</u>							
Phone: <u>(909) 839 - 7044</u>		Email: <u>HGhafari@diamondbarca.gov</u>							
Brief Description of Project (Summarize major activities to be funded by this Grant)		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> Latitude <u>33.97395</u> </td> <td style="width: 50%; padding: 5px;"> Longitude <u>-117.84338</u> </td> </tr> </table>		Latitude <u>33.97395</u>	Longitude <u>-117.84338</u>				
Latitude <u>33.97395</u>	Longitude <u>-117.84338</u>								
Heritage Park is a 3.4-acre park with a 3,900-square-foot Community Center built in 1993. However, the existing fixtures, restrooms, and amenities are outdated and must be updated to meet Americans with Disabilities Act (ADA) compliance. As such, the City has taken the initiative to design a renovation project with options to retrofit and refurbish existing amenities to address ADA compliance and promote maintenance efficiency, all without expanding the existing park footprint.		Site Control/Land Tenure (check the box that applies) ☒ Grantee owns the property ☐ Grantee leases the property – Term <u>Enter date</u> ☐ End: ☐ Grantee owns an easement on the property. ☐ Grantee has an MOU with the property owner. ☐ Not applicable.							
I certify that the information in this Project Information Form, including all attachments, is complete and accurate.									
Signed: _____ Grantee's Authorized Representative as shown in Resolution		<u>Enter date</u> Date							
<u>Daniel Fox</u> Print Name	<u>City Manager</u> Title	Designee? ☐ Yes ☒ No (If yes, attach letter of designation from authorized representative.)							

SAMPLE PROGAM GRANT AGREEMENT

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

GRANTEE NAME:

PROJECT TITLE:

AGREEMENT NUMBER:

AUTHORITY: Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023)

PROGRAM: General Fund Specified Grant Projects

PROJECT DESCRIPTION

A detailed Project Scope and activities, Project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant funds are to be used for costs in accordance with the provisions contained in the Procedural Guide for General Fund Specified Planning and Program Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

General Provisions

A. Definitions

1. The term "Act" means the Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023).
2. The term "Agreement" means this Grant Agreement
3. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.
4. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Grants, FY 2023-2024, Planning & Program Projects.
5. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
6. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
7. The term "Grantee" means an entity who has a signed agreement for Grant Funds.
8. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
9. The term "Payment Request Form" means Form RA212.

10. The term "Project" means the activity described in the Application as modified by Exhibit A to be accomplished with Grant Funds.
11. The term "Project Budget" means the State approved cost estimate included as Exhibit A-1 to this Agreement.
12. The term "Project Scope" means the description or activity for work to be accomplished by the Project.
13. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
14. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2027**.
4. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project identified in Exhibit A, including but not limited to environmental laws, health and safety codes, and disabled access laws.
5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including, but not limited to, CEQA.
7. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct costs attributed to the Project. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State and the satisfactory completion of a site inspection by the State.
 - c. Advance payments may be made at the discretion of the State.
 - d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
 - e. Overhead costs are generally limited to a maximum of 15% of total direct costs.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks, or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. The State reserves the right to request reimbursement of any funds spent on the Project, even funds deemed eligible costs, if the Project is not completed in accordance with the Grant Agreement and the guidelines.
5. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be

increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee is encouraged to share photographs and other media demonstrating the benefits of the Grant with the State. Unless the Grantee states otherwise, the State will assume it is permissible to use photographs and other media (including photographs of children and other vulnerable populations) shared by Grantee with the State for publicity and education by the State. The Grantee shall consider issues of copyright, consent, and privacy before sharing media with the State.
3. Grantee shall use any income earned by the Grantee from the use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final Project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
5. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2027**.
6. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.
7. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner, preferably no less than sixty (60) days before the effective date of the proposed amendment.
8. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this, or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement.

prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the Project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Insurance

1. Throughout the term of this Agreement, the Grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the Project undertaken pursuant to this Agreement. As an alternative, with the written approval of the State, the Grantee may satisfy the coverage required by this section in whole or in part through: a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the Grantee's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The Grantee shall maintain property insurance, if required below, throughout the term of this Agreement. Any required errors or omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The Grantee shall maintain all other required insurance from the effective date through the completion date.
2. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") **Commercial General Liability** coverage occurrence basis (Form CG 00 01 or comparable).
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (covering owned, hired and no-owned autos). If the Project will utilize multiple-passenger commercial vehicles, such as bus or van (i.e., common carrier vehicle(s)): coverage consistent with California Public Utilities Commission General Orders 101E, 115F and 160A and minimum limits below.
 - c. Workers Compensation and Employer's Liability. Grantee shall maintain statutory worker's compensation for all its employees who will be engaged in the performance of this Grant and employer's liability coverage with limits of \$1,000,000. If applicable, Grantee shall provide a Maritime Coverage Endorsement as well as any other endorsements required by federal and state law or regulations. By signing this Agreement, Grantee acknowledges compliance with these regulations.
 - d. Watercraft Liability. If the Project will utilize any other watercraft, endorsement to Commercial General Liability policy or Protection and Indemnity Insurance. Such insurance shall cover liability arising out of the maintenance and use of any watercraft covering owned, hired, and non-owned vessels.
 - e. Vessel Damage or Destruction Insurance. Grantee shall maintain insurance to cover damage or destruction of watercraft or vessel(s) acquired under this Grant.
3. Minimum Limits of Insurance. The Grantee shall maintain coverage limits no less than:
 - a. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 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 the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.

- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. If the Project will utilize multiple-passenger commercial transportation vehicles, such as bus or van (i.e., common carrier vehicle(s)): \$5,000,000 per vehicle or such lower limits as are allowed by the applicable CPUC General Order.
 - c. Worker's Compensation: As required by law with Employer's Liability of no less than \$1,000,000.
 - d. Watercraft Liability (for private vessel) Coverage, if required in 2.d., above. In the following amounts:
 - i. Vessels under 30 ft.: \$1,000,000 combined single limit.
 - ii. Vessels over 30 ft. or vessel involved in research: \$2,000,000 combined single limit.
4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the State.
5. Required Provisions Concerning the State.
- a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the State or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the State. The Grantee shall notify the State within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the Grantee lapses or is cancelled, the Grantee shall provide the State with evidence of renewal or replacement of the policy.
 - b. The Grantee hereby grants to the State, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the Grantee may acquire against the State, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - i. The State, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Grantee and with respect to liability arising out of work or operations, including completed operations performed by or on behalf of the Grantee, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State, its officers, agents, and employees, and not excess to any insurance or self-insurance of the State.
 - iii. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this Agreement.

- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- 6. Acceptability of Insurers. Insurance shall be placed with insurers approved to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the State.
- 7. Verification of Coverage. Upon request, Grantee shall furnish the State with original certificates and amendatory endorsements, including the required loss payee and additional insured endorsements, effecting coverage required for adding the State as additional insureds. If common carrier vehicle or commercial or private vessel insurance is required, then in addition, the Grantee shall provide proof of compliance with the common carrier vehicle and/or vessel insurance requirements of this section and the applicable California Public Utilities Commission General Order. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- 8. Contractors. The Grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, Grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in an amount no less than \$1,000,000 is required in light of the nature of the Project.
- 9. Premiums and Assessments. The State is not responsible for premiums and assessments on any insurance policy.

H. Financial Records

- 1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
- 2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
- 3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

I. Nondiscrimination

- 1. During the performance of this Grant, Grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and

harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990 (a)–(f), are incorporated into this Grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, § 7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project shall be available to members of the public generally.

J. Drug-Free Workplace

The Grantee's signature on this Agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the Grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the Grant, the employee agrees to abide by the terms of the statement.

K. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

L. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

M. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

N Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

O. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

P. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the Grant Funds were granted.



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Capital Outlay Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$ _____			
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code) (Use latitude and longitude if there is no street address)	LAND TENURE (☒ all that apply) ☐ Owned in fee simple by APPLICANT ☐ Available (or will be available) under a _____ year lease or easement			
NEAREST CROSS STREET(S)				
COUNTY OF PROJECT LOCATION				
APPLICANT NAME AND MAILING ADDRESS				
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION				
<table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Name (<i>typed or printed</i>) and Title</td> <td style="width: 30%;">Email address</td> <td style="width: 30%;">Phone</td> </tr> </table>		Name (<i>typed or printed</i>) and Title	Email address	Phone
Name (<i>typed or printed</i>) and Title	Email address	Phone		
GRANT CONTACT - For administration of grant (<i>if different from AUTHORIZED REPRESENTATIVE</i>)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Name (<i>typed or printed</i>) and Title</td> <td style="width: 30%;">Email address</td> <td style="width: 30%;">Phone</td> </tr> </table>		Name (<i>typed or printed</i>) and Title	Email address	Phone
Name (<i>typed or printed</i>) and Title	Email address	Phone		
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Project Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.				
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution</td> <td style="width: 30%;">Date</td> </tr> </table>		Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	Date	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	Date			
Print Name _____ Title _____				

The following section contains a sample CONTRACT and CONTRACT provisions.

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

**Grant Contract
Specified Grants**

GRANTEE: **Grantee**

GRANT PERFORMANCE PERIOD is from July 1, 2023 through June 30, 2027

CONTRACT PERFORMANCE PERIOD is from July 1, 2023 through June 30, 2027

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the PROJECT SCOPE /Cost Estimate Form of the application(s) filed with the State of California.

Total State grant amount not to exceed \$ **Grant amount**

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

GRANTEE

By

(Typed or printed name of Authorized Representative)

(Signature of AUTHORIZED REPRESENTATIVE)

Title

Date

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION				
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER				
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX		PCA		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.						
SIGNATURE OF ACCOUNTING OFFICER				DATE		

I. RECITALS

This AGREEMENT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [Name of grantee] (hereinafter referred to as “grantee”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$[grant amount], subject to the terms and conditions of this AGREEMENT and the [2023-2024 California State Budget, AB 102, Chapter 38, Statutes of 2023] (appropriation chapter and budget item number hereinafter referred to as “SPECIFIED GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 2023 to June 30, 2027.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.
2. The term “CONTRACT PERFORMANCE PERIOD” means the duration of time during which this CONTRACT is in effect.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this AGREEMENT.
6. The term “GRANT PERFORMANCE PERIOD” means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed CONTRACT.
7. The term “GRANT PROJECT” means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.
8. The term “PROJECT SCOPE” means the items listed in the PROJECT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
9. The term “PROCEDURAL GUIDE” means the document identified as the “2023-243 Procedural Guide for Specified Grants.” The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

During the CONTRACT PERFORMANCE PERIOD, the GRANTEE agrees to submit any proposed change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all proposed changes that will occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must first be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are ADVANCED for projects, the ADVANCED funds will be deposited into a federally insured account that provides the ability to track interest earned and withdrawals. Interest earned on the ADVANCED funds shall be used on the project as approved by the STATE. If grant monies are ADVANCED and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. During the GRANT PERFORMANCE PERIOD, the GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a specific request. All such project status reports shall be signed and certified as complete and accurate by the authorized representative of the GRANTEE. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the

GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this contract at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this contract may be rescinded, modified or amended only by mutual CONTRACT in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual CONTRACT is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT or any other grant contracts, specified or general, that GRANTEE has entered into with STATE or any other department, agency, commission or other subdivision of California State government, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation, or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE or offer a contract amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual CONTRACT as addressed in Paragraph E, subsection 2 of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and shall make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount, source and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract, and shall provide copies of all such records to STATE in its certified status reports upon request by the STATE. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following final payment.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain and retain full control of the property acquired or developed with the GRANT MONIES, for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this contract only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the DEPARTMENT and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this contract and only with the prior approval of STATE.
4. Any real Property (including any portion of it or any interest in it, including any leases) may not be used as security or collateral for any debt, loan or mitigation, without the prior written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. Any such permission that is granted does not make STATE a guarantor or a surety for any debt, loan or mitigation, nor does it waive STATE's rights to enforce performance under the CONTRACT.
5. All real property (including any portion or interest in it, including any leases), or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of grant monies received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the administration and in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE shall ensure that any contractor hired has adequate liability insurance, performance bond, or other security necessary to protect the GRANTEE interest and the STATE's interest against poor workmanship, fraud, or other potential loss associated with the completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and control of any portion of the GRANT PROJECT and responsibilities under this CONTRACT shall not be assignable or transferable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach or default, shall *not* be construed as a waiver of said rights; and the waiver of any breach or default under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State *Grants (Grantee)*. *Grantees include those* who have contracted or will contract to receive State grants funds. *Accordingly*, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

GRANTEE

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____