



CITY OF ONTARIO

Regular City Council/Housing Authority Meeting JANUARY 7, 2025

City Hall

303 East B Street, Ontario, CA 91764

MAYOR PAUL S. LEON • MAYOR PRO TEM DEBRA PORADA
COUNCIL MEMBERS ALAN D. WAPNER, JIM W. BOWMAN AND DAISY MACIAS

CITY CLERK SHEILA MAUTZ • TREASURER JAMES R. MILHISER
CITY MANAGER SCOTT OCHOA • CITY ATTORNEY RUBEN DURAN

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

All documents for public review are on file with the Records Management/City Clerk's Department located at 303 East B Street, Ontario, CA 91764.

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Clerk will not accept blue slips after that time. To comment by email, submit your comments no later than 4:00 p.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comments to publiccomments@ontarioca.gov. All comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

Speakers will be alerted when they have 1 minute remaining and when their time is up. Speakers are then to return to their seats and no further comments will be permitted.

In accordance with State Law, remarks during public comment are to be limited to subjects within Council's jurisdiction. Remarks on other agenda items will be limited to those items.

Remarks from those seated or standing in the back of the chamber will not be permitted. All those wishing to speak including Council and Staff need to be recognized by the Chair before speaking.

ACCOMMODATIONS

If you need special assistance or accommodations to participate in this meeting, please contact the City Clerk's office at 909-395-2009. Notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office.

ORDER OF BUSINESS

The regular City Council and Housing Authority meeting begins with Public Comment at 6:30 p.m. immediately followed by the Regular Meeting. No agenda item will be introduced for consideration after 10:00 p.m. except by majority vote of the City Council.

CALL TO ORDER (OPEN SESSION)

ROLL CALL

Porada, Wapner, Bowman, Macias, Mayor/Chairman Leon

PLEDGE OF ALLEGIANCE

Council Member Macias

INVOCATION

Pastor Sean, Calvary Chapel Ontario

PUBLIC COMMENTS

6:30 P.M.

The Public Comment portion of the Council/Housing Authority meeting is limited to 30 minutes. An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Council is prohibited from taking action on oral requests.

To comment by email, submit your comments by email no later than 4:00 p.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comment to publiccomments@ontarioca.gov. All Comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and entered into the record. As previously noted -- if you wish to address the Council, fill out one of the blue slips at the rear of the chambers and give it to the City Clerk.

AGENDA REVIEW/ANNOUNCEMENTS

The City Manager will go over all updated materials and correspondence received after the Agenda was distributed to ensure Council Members have received them. He will also make any

necessary recommendations regarding Agenda modifications or announcements regarding Agenda items to be considered.

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda item contractors, subcontractors and agents may require member abstentions due to conflict of interests and financial interests. Council Member abstentions shall be stated under this item for recordation on the appropriate item.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below – there will be no separate discussion on these items prior to the time Council votes on them, unless a member of the Council requests a specific item be removed from the Consent Calendar for a separate vote.

1. **BILLS & PAYROLL**

Bills November 28, 2024 through December 11, 2024, and Payroll November 17, 2024 through November 30, 2024.

2. **AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT (FILE NO. PDA05-001) BETWEEN THE CITY OF ONTARIO AND EDENGLIN ONTARIO, LLC**

That the City Council consider and adopt an Ordinance approving a Third Amendment to the Development Agreement (File No. PDA05-001) between the City of Ontario and Edenglen Ontario, LLC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT, FILE NO. PDA05-001, BETWEEN THE CITY OF ONTARIO AND EDENGLIN ONTARIO, LLC, TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT ASSOCIATED WITH TRACT MAP NOS. 17392, 17558, 17559, 17560, 17561, 17562, 17563, 17564, 18789, 18790, 18791, AND 20524, GENERALLY LOCATED NORTH OF CHINO AVENUE, SOUTH OF RIVERSIDE DRIVE, EAST OF MILL CREEK AVENUE, AND WEST OF THE SCE UTILITY CORRIDOR, WITHIN PLANNING AREAS 1 THROUGH 8 OF THE EDENGLIN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF — APN: 0218-171-15; 0218-921-07, 08, 16, 19, 22, AND 30; 0218-931-01 THROUGH 25; 0218-931-75 THROUGH 89; 0218-932-01 THROUGH 21; 0218-933-01 THROUGH 17; 0218-934-01 THROUGH 24; 0218-935-01- THROUGH 04; 0218-935-12 THROUGH 19; 0218-935-22 THROUGH 38; 0218-941-01 THROUGH 39; 0218-941-55 THROUGH 93; 0218-951-01 THROUGH 70; 0218-952-19 THROUGH 82; 0218-954-01 THROUGH 42; 0218-955-01 THROUGH 42; 0218-956-01 THROUGH 58; 0218-961-07 THROUGH 88.

ATTACHMENT: [File No. PDA05-001 Edenglen Ontario LLC ^01 EXH A.docx](#)
ATTACHMENT: [File No. PDA05-001 Edenglen Ontario LLC 02^ORD^RM](#)
ATTACHMENT: [File No. PDA05-001 Edenglen Ontario LLC^03^DEV AGR.docx](#)

3. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH WESTERN AUDIO VISUAL FOR THE COUNCIL CHAMBERS AUDIO VISUAL SUPPORT AND UPGRADE

That the City Council authorizes the City Manager or his designee to execute an Amendment to the current Agreement with Western Audio Visual, of Orange, California, for the Council Chambers Audio Visual upgrade, and support in the amount not to exceed \$243,229.

ATTACHMENT: [USE Amendment 4 Western Audio Visual .pdf](#)

4. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC. FOR ON-CALL GEOTECHNICAL CONSULTING AND MATERIALS TESTING SERVICES FOR THE ONTARIO GRAND PARK

That the City Council authorize the City Manager or his designee to execute Amendment No. 7 to the Professional Services Agreement with Kleinfelder, Inc., of Ontario, California, to provide on-call geotechnical consulting and materials testing services for the Ontario Grand Park in the amount of \$204,310 for a total not-to-exceed contract amount of \$1,555,552.

ATTACHMENT: [Kleinfelder, Inc.- Amendment No. 7.pdf](#)

ATTACHMENT: [SB 1439 Form - Kleinfelder signed 1.3.25.pdf](#)

5. AUTHORIZE THE PURCHASE AND REPAIRS OF MOBILE SURVEILLANCE UNITS FROM ECAMSURE

That the City Council authorize the City Manager or his designee to execute a sole source purchase of 5 Mobile Surveillance Units (MSU) in the amount of \$168,651.76 and repairs in the amount of \$11,793.19 for previously purchased MSUs from ECAMSECURE, of Long Beach, California for an amount not to exceed of \$180,445.19.

ATTACHMENT: [Ontario PD - Repair Unit 11-26-2024.pdf](#)

ATTACHMENT: [ECAMSECURE GSA Purchase - Ontario PD - 5 Units - QUO-04810-K1Q5N9.pdf](#)

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

Mayor Leon
Mayor pro Tem Porada
Council Member Wapner
Council Member Bowman
Council Member Macias

ADJOURNMENT

CITY OF ONTARIO

Agenda Report
January 7, 2025

SECTION:
CONSENT CALENDAR

Department: Development Administration
Prepared By: Pablo De Lara
Staff Member Presenting: Rudy Zeledon,
Executive Director Community Development
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 2

SUBJECT: AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT (FILE NO. PDA05-001) BETWEEN THE CITY OF ONTARIO AND EDENGLLEN ONTARIO, LLC

RECOMMENDATION: That the City Council consider and adopt an Ordinance approving a Third Amendment to the Development Agreement (File No. PDA05-001) between the City of Ontario and Edenglen Ontario, LLC

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Invest in the Growth and Evolution of the City's Economy

Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. The Development Agreement continues to provide the mechanism for funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support the Edenglen Specific Plan (Specific Plan) development, thereby mitigating the increased costs associated with such services. In addition, the City will receive public service funding fees plus development impact, compliance processing, licensing, and permitting fees. No General Fund revenue will be used to support the Ontario Ranch development.

BACKGROUND & ANALYSIS: On December 17, 2024, the City Council held an administrative discussion to introduce and waive further reading of an Ordinance Approving the Third Amendment to the Development Agreement (File No. PDA05-001).

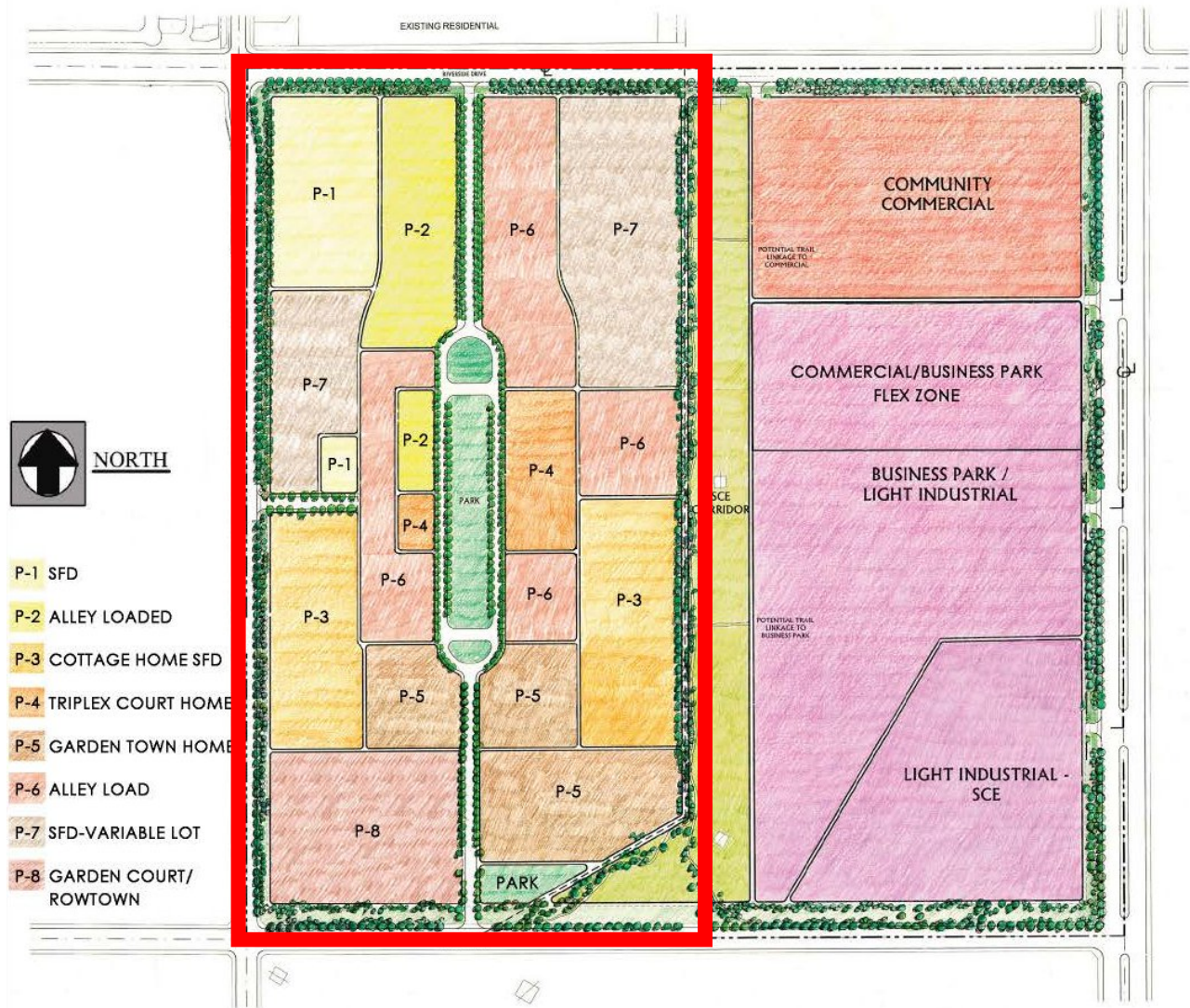
On November 1, 2005, the City Council approved the Edenglen Specific Plan and the Environmental Impact Report (EIR). Subsequently, the City Council approved two amendments to the Edenglen Specific Plan on May of 2009 and February 2021. The Specific Plan established land use designations, development standards, and design guidelines for approximately 153 gross acres of land, which included the potential development of 584 single-family units, 40,000 square feet of

commercial space, and 951,500 square feet of business park/light industrial space. In conjunction with the City Council approval of the Edenglen Specific Plan in 2005, a Development Agreement, File No. PDA05-001, between the City of Ontario and Brookfield Edenglen, LLC, was approved. The Agreement applied to 80 acres of land located within residential Planning Areas 1 through 8 of the Edenglen Specific Plan and granted Brookfield a vested right to develop the project as long as Brookfield complied with the Terms and Conditions of the Edenglen Specific Plan and EIR. Since that initial Development Agreement approval, several agreements and two amendments have been approved by the City to provide the Applicant flexibility in constructing the Edenglen Community during the economic recession 2007-08 and extend the term of the Development Agreement and clarified and updated the phasing of the construction of public infrastructure to serve various tract maps within the Specific Plan.

On August 26, 2022, the Planning Commission approved Tract Map 20524, for condominium purposes, to accommodate a Rowtown development of 108 units on the last remaining undeveloped residential pad within the Edenglen Specific Plan. Earlier this year, Brookfield commenced construction of the 108 townhome units. On April 3, 2024, the Development Agreement expired, however the City and Brookfield Edenglen LLC agreed to fully reinstate the Development Agreement. The reinstatement of the Development Agreement will ensure that Brookfield Edenglen LLC continues to meet the obligations of their Development Agreement and infrastructure requirements to facilitate the compilation of Tract Map 20524. Staff is recommending that the Development Agreement be extended an additional two years. The extension would allow Brookfield adequate time to complete the required infrastructure work and ensure compliance with the conditions necessary for the successful completion of Tract Map 20524. This extension will also facilitate the timely development of the 108 townhome units and allow the developer to address any unforeseen delays while still adhering to the overall goals of the Edenglen Specific Plan and Development Agreement.

ENVIRONMENTAL REVIEW: The environmental impacts of this project were previously reviewed in conjunction with the Edenglen Specific Plan EIR (SCH# 2004051108) that was adopted by the City Council on October 4, 2005. This project introduces no new significant environmental impacts. All previously adopted mitigation measures are to be a condition of project approval and are incorporated herein by reference.

Exhibit A— Edenglen Specific Plan Land Use Plan



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT, FILE NO. PDA05-001, BETWEEN THE CITY OF ONTARIO AND EDENGLLEN ONTARIO, LLC, TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT ASSOCIATED WITH TRACT MAP NO'S 17392, 17558, 17559, 17560, 17561, 17562, 17563, 17564, 18789, 18790, 18791, AND 20524, GENERALLY LOCATED NORTH OF CHINO AVENUE, SOUTH OF RIVERSIDE DRIVE, EAST OF MILL CREEK AVENUE, AND WEST OF THE SCE UTILITY CORRIDOR, WITHIN PLANNING AREAS 1 THROUGH 8 OF THE EDENGLLEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF — APN: 0218-171-15; 0218-921-07, 08, 16, 19, 22, AND 30; 0218-931-01 THROUGH 25; 218-931-75 THROUGH 89; 0218-932-01 THROUGH 21; 0218-933-01 THROUGH 17; 0218-934-01 THROUGH 24; 0218-935-01-THROUGH 04; 0218-935-12 THROUGH 19; 0218-935-22 THROUGH 38; 0218-941-01 THROUGH 39; 0218-941-55 THROUGH 93; 0218-951-01 THROUGH 70; 0218-952-19 THROUGH 82; 0218-954-01 THROUGH 42; 0218-955-01 THROUGH 42; 0218-956-01 THROUGH 58; 0218-961-07 THROUGH 88.

WHEREAS, on April 4, 1995, the City Council of the City of Ontario adopted Resolution No. 95-22 establishing procedures and requirements whereby the City of Ontario may consider Development Agreements; and

WHEREAS, on September 10, 2002, the City Council of the City of Ontario adopted Resolution No. 2002-100 which revised the procedures and requirements whereby the City of Ontario may consider Development Agreements; and

WHEREAS, on November 15, 2005, the City Council of the City of Ontario, adopted Ordinance No. 2820, approving a Development Agreement between Brookfield Edenglen, LLC and the City; and

WHEREAS, the CITY and OWNER have previously supplemented the Development Agreement pursuant to: the Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, (hereinafter the "First Supplemental Memorandum") dated February 20, 2007; the Second Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, (hereinafter the "Second Supplemental Memorandum") dated November 14, 2007; the Third Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, (hereinafter the "Third Supplemental Memorandum") dated January 17th, 2008; the Amended and Restated Fourth Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, dated, June 7, 2010 and the First Amendment to the Development Agreement by and between the City of Ontario and Edenglen Ontario LLC, dated January 1, 2011 (the "First Amendment"); the Second Amendment to the Development Agreement by and between

the City of Ontario and Edenglen Ontario, LLC dated April 3, 2018 (the "Second Amendment"); and

WHEREAS, OWNER and CITY also previously entered into the "Agreement For Temporary Water Service From and Abandonment of Agricultural Well, dated September 27, 2006 (hereinafter, the "Well Use Agreement"); and

WHEREAS the CITY and OWNER now intend to amend further the Original Development Agreement, as amended by the First and Second Amendments respectively (collectively, the "Development Agreement"), as set forth herein; and

WHEREAS, the Owner has additional infrastructure work to complete on the Project that has been delayed for various reasons, including approvals by Southern California Edison; and

WHEREAS, the environmental impacts of this project were previously reviewed in conjunction with the Edenglen Specific Plan EIR (SCH# 2004051108) that was adopted by the City Council on October 4, 2005. This project introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference; and

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

NOW, THEREFORE, it is hereby found, determined, and ordained by the City Council of the City of Ontario as follows:

SECTION 1. ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the previously adopted Edenglen Specific Plan EIR (SCH# 2004051108) that was adopted by the City Council on October 4, 2005, and supporting documentation. Based upon the facts and information contained in the addendum to the Edenglen Specific Plan EIR (SCH# 2004051108) and supporting documentation, the City Council finds as follows:

- (1) The environmental impacts of this project were previously reviewed in conjunction with the previously adopted addendum to the Edenglen Specific Plan EIR (SCH# 2004051108) that was adopted by the City Council on October 4, 2005. This application introduces no new significant environmental impacts; and
- (2) The Addendum and administrative record have been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and
- (3) The City's "Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed. This Application introduces no new

significant environmental impacts.

- (4) All previously adopted mitigation measures shall be a condition of project approval, as they are applicable to the Project, and are incorporated herein by this reference.
- (5) The Addendum contains a complete and accurate reporting of the environmental impacts associated with the Project, and reflects the independent judgment of the City Council; and
- (6) There is no substantial evidence in the administrative record supporting a fair argument that the project may result in significant environmental impacts; and

SECTION 2: ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the Addendum, all related information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Environmental Impact Report is not required for the Project, as the Project:

- (1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- (2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
- (3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:
 - (a) The project will have one or more significant effects not discussed in the Certified EIR; or
 - (b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or
 - (c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

- (d) Mitigation measures or alternatives are considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3. *Housing Element Consistency.* Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, The project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix, and the proposed project is consistent with the maximum number of dwelling units and density specified within the Edenglen Specific Plan. Per the Available Land Inventory, the Edenglen Specific Plan is required to provide 584 dwelling units.

SECTION 4: *Ontario International Airport Land Use Compatibility Plan (“ALUCP”) Compliance.* The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan (“ALUCP”), establishing the Airport Influence Area for Ontario International Airport (“ONT”), which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ALUCP.

SECTION 5. *Concluding Facts and Reasons.* The City Council hereby specifically finds as follows:

- (a) The Development Agreement applies to approximately 61.1 acres of land generally located north of Chino Avenue, south of Riverside Drive, east of Mill Creek Avenue, and west of the SCE utility corridor, within Planning Areas 1 through 8, of the Edenglen Specific Plan), and is presently improved with residential development and residential construction is on-going; and
- (b) The properties to the north of the Project site are within the Creekside

Specific Plan, are developed with open space and residential uses. The property to the south of the project site is developed with a SCE substation. The properties to the east are within the Edenglen Specific Plan, are designated for Utility Corridor, Commercial, Business Park, and Industrial uses and are vacant and developed with a landscape nursery. The property to the west is developed with a high school; and

- (c) This Development Agreement will provide for the continued orderly development of the Edenglen Specific Plan; and
- (d) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were previously adopted Edenglen Specific Plan EIR (SCH# 2004051108) that was adopted by the City Council on October 4, 2005, and supporting documentation. This application introduces no new significant environmental impacts; and
- (e) All adopted mitigation measures of the related EIR shall be a condition of project approval and are incorporated herein by reference.

Key points addressed in the Third Amendment are the following:

- (a) The term of the Development Agreement will be extended for an additional two (2) year period years from the date the Third Amendment becomes effective.

SECTION 6: City Council Action. Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the Third Amendment to the Development Agreement, File No. PDA05-001, attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: City Manager Administrative Authority. The City Council acknowledges that refinement and further development of the Ontario Ranch development area may demonstrate that changes are appropriate with respect to the details and performance of the parties under the Development Agreement. The City Council desires to retain a certain degree of flexibility with respect to the details of the Ontario Ranch developments, and with respect to those items covered in general terms under the Development Agreement. If and when the City Manager (or designee) and the Developer mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of the Development Agreement, and such are not materially inconsistent with the Development Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications by written amendment to this Agreement, or through one or more memoranda which are mutually approved by the City Manager on behalf of the City and by the Developer, and, after execution, shall be

attached to the Development Agreement and become a part thereof. Unless otherwise required by law, no such changes, adjustments, or clarifications shall require prior notice or hearing before the City Council. The City Manager, with the approval of the City Attorney, shall have authority but not the obligation to execute amendments, memoranda or other documents, and may take any action necessary to implement the Development Agreement.

SECTION 8: *Indemnification.* The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 9: *Custodian of Records.* The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 10: *Severability.* If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 11: *Effective Date.* This Ordinance shall become effective 30 days following its adoption.

SECTION 12: *Publication and Posting.* The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 7th day of January 2025.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held December 17, 2024 and adopted at the regular meeting held January 7, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held January 7, 2025 and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PDA05-001

THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT

By and Between

**City of Ontario
a California municipal corporation,**

And

**EDENGLLEN ONTARIO, LLC
a Delaware limited liability company**

(Development Agreement to follow this page)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Ontario
303 East "B" Street
Ontario California, California 91764
Attn: City Clerk

Exempt from Fees Per Gov. Code § 6301

Space above this line for Recorder's Use Only

File No. PDA05-001

THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT

By and Between

**City of Ontario
a California municipal corporation,**

And

**EDENGLLEN ONTARIO, LLC
a Delaware limited liability company**

_____, 2024

San Bernardino County, California

**THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF ONTARIO AND EDENGLLEN ONTARIO LLC**

This Third Amendment (hereinafter "Third Amendment") is entered into effective as of the _____ day of _____ 2024 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Edenglen Ontario LLC, a Delaware limited liability company (hereinafter "OWNER").

RECITALS

A WHEREAS, pursuant to Section 65864, et seq., of the California Government Code, the CITY and OWNER's predecessor have previously entered into that certain Development Agreement dated November 15, 2005 and recorded on November 23, 2005, as Document No. 2005-0883742, in the Official Records of San Bernardino County, California, as supplemented by that certain Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC dated February 20, 2007; Second Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC dated November 14, 2007; Third Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC dated January 17, 2008; Amended and Restated Fourth Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, dated, June 7, 2010; and amended by that certain First Amendment to Development Agreement by and between the City of Ontario and Edenglen Ontario LLC dated December 7, 2010 and recorded on February 23, 2011, as Document No. 2011-0075859 (the "**First Amendment**"), and that certain Second Amendment to Development Agreement By and Between the City of Ontario and Edenglen Ontario LLC (PDA05- 001) dated April 3, 2018 and recorded on April 29, 2019 as Document No. 2019- 0133239 (the "**Second Amendment**") (collectively, the Development Agreement); and Fifth Supplemental Memorandum Agreement By and Between the City of Ontario and Edenglen Ontario LLC, dated August 17, 2022; and

WHEREAS the CITY and OWNER now intend to amend further the Original Development Agreement, as amended by the First and Second Amendments respectively (collectively, the "**Development Agreement**"), as set forth herein; and

WHEREAS, the Owner has additional infrastructure work to complete on the Project that has been delayed for various reasons, including approvals by Southern California Edison

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements hereinafter contained, the parties agree as follows:

1. **Section 2.3 is hereby revised to add subsection (d) as follows:**

(d) Notwithstanding the above, CITY and OWNER agree that the Term of the Development Agreement will be extended for an additional two (2) years from the date the Third Amendment becomes effective.

2. **Reinstatement.** The term of the Development Agreement, as heretofore extended, has expired, however CITY and OWNER hereby agree that notwithstanding anything to the contrary that may be set forth in the Development Agreement, to fully reinstate the Development Agreement as of the date this Third Amendment is fully executed as if it had never terminated subject to the terms, provisions and modifications set forth in this Third Amendment.
3. **Integration.** All remaining Sections of the Development Agreement and the Exhibits thereto shall not be affected by this Third Amendment.
4. **Additional Documents/Actions.** The City Manager is authorized with the approval of the City Attorney to approve and execute any documents and to take any actions necessary to effectuate the purposes of this Third Amendment to the Development Agreement.
5. **Defined Terms/Other Provisions.** Unless otherwise defined herein, capitalized terms contained in this Third Amendment shall have the meanings ascribed to them in the Development Agreement. Except as expressly amended herein, all provisions of the Development Agreement, as supplemented, restated and amended, shall remain.
6. **Integration.** This Third Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. To the extent this Third Amendment conflicts with the Development Agreement, this Third Amendment supersedes such previous document. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement as amended.

7. **Indemnification.** OWNER hereby agrees to indemnify, defend and hold harmless the CITY, its officials, officers, employees, agents, contractors and volunteers from and against any and all claims, suits or proceedings arising from or related to CITY's entering into, or carrying out, this Third Amendment. This indemnification includes the payment of all penalties, fines, judgments, awards, decrees, attorney's fees and related costs or expenses incurred by the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date the ordinance adopting this Third Amendment becomes effective.

**SIGNATURE PAGE
TO THIRD AMENDMENT TO DEVELOPMENT AGREEMENT**

EDENGLLEN ONTARIO LLC

"OWNER"

Edenglen Ontario LLC, a Delaware limited liability company

By: _____

Name: Nicole Burdette

Title: President

Date: _____

"CITY"

CITY OF ONTARIO

By: _____

Scott Ochoa, City Manager

Date: _____

ATTEST:

City Clerk, Ontario

APPROVED AS TO FORM:
BEST, BEST & KRIEGER LLP

City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20____, before me, _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20_____, before me, _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

CITY OF ONTARIO

Agenda Report
January 7, 2025

SECTION:
CONSENT CALENDAR

Department: Information Technology
Prepared By: Samantha Robles
Staff Member Presenting: Colin Fernandes,
Executive Director Information Technology
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 3

SUBJECT: AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH WESTERN AUDIO VISUAL FOR THE COUNCIL CHAMBERS AUDIO VISUAL SUPPORT AND UPGRADE

RECOMMENDATION: That the City Council authorizes the City Manager or his designee to execute an Amendment to the current Agreement with Western Audio Visual, of Orange, California, for the Council Chambers Audio Visual upgrade, and support in the amount not to exceed \$243,229.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations from the Information Technology Fund for annual audio-visual maintenance support and the Cable Access Fund for audio-visual equipment. The proposed Amendment to the Maintenance Services Agreement includes \$44,657 for the Council Chambers Audio Visual upgrade, a \$15,000 contingency, \$32,250 for maintenance support, for a total of \$91,907 and increases the authorized total not-to-exceed contract amount to \$243,229 over four years with an optional 1-year extension. The fixed billing rates specified in the current Agreement will determine the amount charged for services and reflect the actual services provided. If approved, appropriations will be added to the future years' budget consistent with the annual budget adoption process.

BACKGROUND & ANALYSIS: Western Audio Visual is a trusted audio-visual (AV) service provider, specializing in delivering essential AV support for executive boardrooms, conference rooms, and Council Chambers. With their expertise, the City ensures optimal performance of AV equipment such as speakers, lighting, microphones, and the Crestron system, which is the system used to control audio visual equipment and lighting. The City has partnered with Western Audio Visual since 2018, relying on their services for equipment modernization and upgrades, as reflected in subsequent Amendments. Last year, the Ontario Police Department also selected Western Audio Visual for the AV components of their gym expansion project. Staff requests the City Council approval to amend the Agreement to increase the amount by \$91,907 for a total contract amount not-to-exceed \$243,229 and to extend Western Audio Visual's support for the City's conference rooms for an additional year.



PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

**AMENDMENT NO. 4 TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
WESTERN AUDIO-VISUAL**

1. Parties and Date.

This Amendment No. 4 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario (“City”) and Western Audio Visual, a CORPORATION (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled “Maintenance Services Agreement” dated October 14, 2022 (“Agreement”).

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to extend the terms, and for an additional scope of services for the Council Chambers Audio Visual upgrade, and increase the total compensation by \$76,907, which includes the Council Chambers Audio Visual upgrade in the amount of \$44,657, and maintenance and support for audio visual in the amount of \$32,250, for a new contract total not to exceed \$228,229. The Parties have hereto entered into Amendment No. 1 dated December 21, 2022, Amendment No. 2 June 6, 2023, Amendment No. 2b June 30, 2023, and Amendment No. 3 October 17, 2023.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Section 3.1.1 General Scope of Services, Section 3.1.2 Terms, and Section 3.2.1 Compensation of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2 Terms of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from **September 1, 2022, to August 31, 2025**, unless earlier terminated as provided herein. **The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms.** Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services"

Section 3.2.1 Compensation of the Agreement is hereby amended in its entirety to read as follows:

"Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Twenty Eight Thousand, Two Hundred Twenty Nine Dollars (\$228,229)** without written approval of City's Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement".

Section 3.1.2 General Scope of Services of the Agreement is hereby amended in its entirety to read as follows:

"Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Attachment "A" and Attachment "B" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations".

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

3.4 Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 4 TO MAINTENANCE SERVICES
AGREEMENT BETWEEN THE CITY OF ONTARIO
AND WESTERN AUDIO-VISUAL**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 as of the day and year first above written.

CITY OF ONTARIO

WESTERN AUDIO VISUAL

Approved By:

By: _____

Scott Ochoa
City Manager

Its: CFO

Printed Name: Jay Schellin

Approved as to Form:

By: _____

Best Best & Krieger LLP
City Attorney

Its: President

Printed Name: Catherine Schellin

Attested By:

City Clerk

ATTACHMENT "A"



Client City of Ontario
Project Name Council Chambers AV

Representative Carson Cress
Mobile 678.644.8601
Office 714.637.7272
Email carsonc@wav1.com
Date 10/15/2024

Project Contact

Contact Jose Andrade
Address 303 East B Street,
City, State, Zip Ontario, CA 91764
Phone 909-395-2045
Mobile
Email jandrade@ontariogov

Audio Visual Investment Summary

Room	Room Qty	Equipment	Shipping	Sales Tax	eWaste	Labor	Maintenance	Cost Per Room	TOTAL
Audio Upgrade	1	\$ 4,604.00	\$ 122.00	\$ 413.53	- \$	6,847.00	- \$	11,986.53	\$ 11,986.53
Mute Buttons	1	\$ 5,135.00	\$ 136.00	\$ 461.21	- \$	8,222.00	- \$	13,954.21	\$ 13,954.21
Nameplates	1	\$ 8,280.00	\$ 219.00	\$ 743.66	\$ 45.00	9,428.00	- \$	18,715.66	\$ 18,715.66
Base Project Total									\$ 44,656.40

PROJECT TOTAL: \$44,656.40

NOTES:

Billing Terms:

100% Equipment Upon Order, Progress Billing for Labor

Client Authorized Signature

Printed Name & Title

Date

This quote is valid for 30 days. The sales tax is subject to change—in the event of an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

Billing Inquiries:

Western Audio Visual | 1592 North Batavia Street, Suite 2, Orange, CA 92667 | P 714 637 7272



City of Ontario
Council Chambers AV

Representative: Carson Cress
Mobile: 678.644.8601
Office: 714.637.72727
Email: carsonc@wav1.com
Revision: 10/15/2024

Audio Upgrade
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Audio System						
	6	QSC	AD-SST-BK	5.25" Two-way surface speaker, 70/100V transformer with 8Ω bypass, 115° conical DMT™ coverage, includes X-Mount™ and weather input cup. Color - Black. Priced individually, sold only in pairs.	\$ 218.00	\$ 1,308.00
	13	Shure	MX418/C	Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mount, Snap-Fit Foam Windscreen	\$ 235.00	\$ 3,055.00
WAYS TO INSTALL 5 NEW SPEAKERS IN AUDIENCE AND REMIRE AS NEEDED: (2) IN MIDDLE ROW (2) IN NEW ROW AT THE REAR (1) ADDED TO STAFF ROW						
WAYS TO REPLACE ALL DAIS MOUNTED MICROPHONES						
WAYS TO RE-EQUALIZE AND RE-BALANCE THE AUDIO IN THE CHAMBERS						
Audio Upgrade Equipment Sub-Total:						\$ 4,363.00
Miscellaneous Materials						
					Cable & Connectors	\$ 175.00
					Installation Hardware & Accessories	\$ 44.00
					Equipment Rack Hardware (Lacing Bars, Blankets, Vents, etc.)	\$ 22.00
Miscellaneous Materials Sub-Total:						\$ 241.00
Integration Labor						
					Engineering & Drafting	\$ 634.00
					Control Programming	\$ -
					Project Management	\$ -
					Staging & Assembly	\$ -
					Installation & Testing	\$ 5,000.00
					Training, Closing, & Commissioning	\$ 1,134.00
					Travel	\$ -
					Sub-Contract	\$ -
					Insurance & Admin	\$ 79.00
Integration Labor Sub-Total:						\$ 6,847.00
Audio Upgrade Totals						
					Total Equipment	\$ 4,604.00
					Total Labor	\$ 6,847.00
					Equipment and Labor Subtotal	\$ 11,451.00
					Total Shipping	\$ 122.00
					Additional Shipping for Overnight or Large Items	\$ -
					Subtotal	\$ 11,573.00
					Sales Tax	8.75% \$ 413.53
					Electronic Waste Fee 4" - 14" (\$4.00)	QTY: 0 \$ -
					Electronic Waste Fee 15" - 34" (\$5.00)	QTY: 0 \$ -
					Electronic Waste Fee 35" and Greater (\$6.00)	QTY: 0 \$ -
					Electronic Waste Fee Total	\$ -
					Total Service Agreement	\$ -
					Bond (If required)	\$ -
						\$ 11,986.53



City of Ontario
Council Chambers AV

Representative Carson Cress
Mobile 678.644.8601
Office 714.637.7272
Email carsonc@wav1.com
Revision 10/15/2024

Mute Buttons

Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Audio System						
13	Clock Audio	TS003		Touch sensitive switch and RGB Halo ring combination designed for remote switching from DSP	\$ 163.00	\$ 2,119.00
13	Liberty Panelcrafters	Custom		Custom 2 Gang tabletop plate for microphone and touch sensitive button	\$ 88.00	\$ 1,144.00
3	Biamp	Tesira EX-LOGIC		PoE controller with 16 logic GPIO	\$ 483.00	\$ 1,449.00

LOGIC BOXES TO BE MOUNTED IN THE DAIS & STAFF TABLE

Mute Buttons Equipment Sub-Total: \$ 4,712.00

Miscellaneous Materials

Cable & Connectors	\$ 376.00
Installation Hardware & Accessories	\$ 47.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$ -

Miscellaneous Materials Sub-Total \$ 423.00

Integration Labor

Engineering & Drafting	\$ 634.00
Control Programming	\$ 800.00
Project Management	\$ 567.00
Staging & Assembly	\$ -
Installation & Testing	\$ 5,000.00
Training, Closing, & Commissioning	\$ 1,134.00
Travel	\$ -
Sub-Contract	\$ -
Insurance & Admin	\$ 87.00

Integration Labor Sub-Total \$ 8,222.00

Mute Buttons Totals

Total Equipment	\$ 5,135.00
Total Labor	\$ 8,222.00
Equipment and Labor Subtotal	\$ 13,357.00
Total Shipping	\$ 136.00
Additional Shipping for Overnight or Large Items	\$ -
Subtotal	\$ 13,493.00
Sales Tax 8.75%	\$ 461.21
Electronic Waste Fee 4" - 14" (\$4.00) QTY: 0	\$ -
Electronic Waste Fee 15" - 34" (\$5.00) QTY: 0	\$ -
Electronic Waste Fee 35" and Greater (\$6.00) QTY: 0	\$ -
Electronic Waste Fee Total	\$ -
Total Service Agreement	\$ -
Bond (if required)	\$ -

\$ 13,954.21



City of Ontario
Council Chambers AV

Representative Carson Cress
Mobile 678.644.8601
Office 714.637.7272
Email carsonc@wav1.com
Revision 10/15/2024

Nameplates
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
	9	BlueFin	BLFN-20-3018-0014	20.9" LCD Monitor (1920 x 360) with Built-In Signage Appliance	\$ 844.00	\$ 7,596.00

WAYS TO USE EXISTING PROGRAMMED SEAT NAMES AS TEXT FOR
NAMEPLATES

Nameplates Equipment Sub-Total: \$ 7,596.00

Miscellaneous Materials

Cable & Connectors	\$	532.00
Installation Hardware & Accessories	\$	152.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$	-
Miscellaneous Materials Sub-Total	\$	684.00

Integration Labor

Engineering & Drafting	\$	634.00
Control Programming	\$	1,600.00
Project Management	\$	850.00
Staging & Assembly	\$	-
Installation & Testing	\$	5,000.00
Training, Closing, & Commissioning	\$	1,205.00
Travel	\$	-
Sub-Contract	\$	-
Insurance & Admin	\$	139.00
Integration Labor Sub-Total	\$	9,428.00

Nameplates Totals

Total Equipment	\$	8,280.00
Total Labor	\$	9,428.00
Equipment and Labor Subtotal	\$	17,708.00
Total Shipping	\$	219.00
Additional Shipping for Overnight or Large Items	\$	-
Subtotal	\$	17,927.00
Sales Tax 8.75%	\$	743.66
Electronic Waste Fee 4" - 14" (\$4.00) QTY: 0	\$	-
Electronic Waste Fee 15" - 34" (\$5.00) QTY: 9	\$	45.00
Electronic Waste Fee 35" and Greater (\$6.00) QTY: 0	\$	-
Electronic Waste Fee Total	\$	45.00
Total Service Agreement	\$	-
Bond (if required)	\$	-
	\$	18,715.66

ATTACHMENT “B”

WESTERN AUDIO VISUAL

Service Plus

1592 N. BATAVIA ST ORANGE, CA 92687

PHONE: (714) 637-7272 FAX: (714) 637-7330

Owner & Contract Holder:

City of Ontario

Equipment Location:

Ontario City Hall
303 E B St, Ontario, CA 91764

EOC + EMCU:

200 N Cherry Ave, Ontario Ca 91764

Ontario Police Department:

2500 S Archibald Ave, Ontario, CA 91761

On-Site Contact:

Robert De Casas
Sr. System Analyst
W: 909.395.2408
Email: rdecasas@ci.ontario.ca.us

Billing Address:

Ontario Police Department
2500 S Archibald Ave,
Ontario, CA 91761

Contract Premium:

\$32,250

Effective Date:

8/1/2024 – 7/31/2025

Optional Future Extension:

\$32,250/year

EXTENDED WARRANTY PLANS

SERVICE PLUS BENEFITS		
PROACTIVE PREVENTATIVE MAINTENANCE VISITS	→	UP TO FOUR (4) VISITS PER YEAR
EMAIL & TELEPHONE RESPONSE TIMES (PRINCIPLE PERIOD OF MAINTENANCE ⁽¹⁾)	→	RESPONSE WITHIN FOUR (4) HOURS
TELEPHONE TECHNICAL SUPPORT (PRINCIPLE PERIOD OF MAINTENANCE ⁽¹⁾)	→	INCLUDED
ON-SITE TECHNICAL SUPPORT RESPONSES (PRINCIPLE PERIOD OF MAINTENANCE ⁽¹⁾)	→	12 BUSINESS HOURS
ON-SITE TECHNICAL SUPPORT RESPONSES (NON-PRINCIPLE PERIOD OF MAINTENANCE ⁽²⁾)	→	\$120.00 PER TECH/HOUR, 3-HOUR MINIMUM, \$180.00 AFTER HOURS, \$240.00 SAT. & SUN.
COMPLETE EQUIPMENT REPAIR AND/OR REPLACEMENT	→	INCLUDED
GROUND SHIPMENT	→	INCLUDED
EXPEDITED SHIPMENT MANUFACTURER	→	ACTUAL COST
SOFTWARE UPDATES/UPGRADES OPTIONAL USER	→	INCLUDED
SYSTEM TRAINING	→	INCLUDED, TWO (2) SESSIONS
PRIORITY SERVICE STATUS	→	INCLUDED
MANUFACTURER REPAIR CASE MANAGEMENT	→	INCLUDED
SYSTEMS OPERATOR	→	\$95.00 PER TECH/HOUR
LABOR FOR PROJECTOR LAMP REPLACEMENT	→	INCLUDED
DISCOUNTED PURCHASE ON PROJECTOR LAMPS	→	15% Discount

2

I. COVERAGE

Western Audio Visual, upon the receipt and acceptance of YOUR application, will repair or arrange for the repair of YOUR COVERED EQUIPMENT as necessary when such repair is due to a MECHANICAL OR ELECTRONIC BREAKDOWN OR FAILURE during the CONTRACT PERIOD. WAV agreement is subject to the satisfaction of all terms and conditions of this CONTRACT. All repairs and replacements will be with new or remanufactured parts and components as decided by Western Audio Visual.

II. WHAT IS COVERED

A. **Parts Repair/Replacement:** All parts for the COVERED EQUIPMENT are covered by this CONTRACT except as excluded by Article IV of this CONTRACT.

B. **Labor for Repair:** All labor for repairs of COVERED EQUIPMENT is covered under this CONTRACT, except as excluded by Article IV of this CONTRACT.

On-site service hours for this CONTRACT are from 8:00 a.m. to 5:00 p.m. PST Monday through Friday. We will provide on-site labor within 12 hours from the time of the original service call. Telephone Support is provided Monday – Friday from 8:00am to 5:00pm PST. Work must begin and end within these on-site service hours or telephone support hours, based on the service being provided. Work, which is performed outside these hours, is billable at \$180.00 per hour, door-to-door Monday through Friday and \$240.00 per hour Saturday and Sunday. By entering into this CONTRACT YOU agree to allow US to bill for On-site service provided outside On-site service hours and Telephone Support provided outside Telephone support hours at the corresponding rates as shown in this section. WE will request a purchase order or other form of payment guarantee for these billable services. If no payment guarantee is forwarded to US within seven days of OUR request, WE will bill YOU for this work without a payment guarantee and YOU agree to pay for these services without issuance by YOU of a payment guarantee.

C. **Transportation of Parts and Equipment:** WE will pay for transportation of COVERED EQUIPMENT from the EQUIPMENT LOCATION to OUR shop for repair. WE will pay transportation of equipment from the EQUIPMENT LOCATION or OUR shop to the manufacturer, if manufacturer repair is required. WE will pay for transportation of parts and components ordered in connection with servicing of the COVERED EQUIPMENT. Transportation will be provided by OUR staff or by commercial carrier. If shipped by commercial carrier, it will be shipped for two-day delivery. Expedited delivery is also available, upon request. If YOU wish to have the parts expedited, YOU agree to be billed for the cost difference between the two-day delivery and the expedited delivery.

D. **Preventive Maintenance:** This CONTRACT includes four preventive maintenance calls per year. A preventive maintenance call is defined as a field technician visiting the EQUIPMENT LOCATION to verify proper operation of the COVERED EQUIPMENT, install any factory provided hardware updates, cleaning the heads of tape decks, returning the equipment controls to the predetermined operating levels, converging video projectors for previously established input sources, clean filters and optics of projectors, reloading existing system operating software (if required), and correcting operating conditions that are not within industry standards for operation.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair or correction cannot be accomplished during the preventive maintenance call, another repair call will be scheduled to correct the noted condition.

If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair is not covered by this CONTRACT as noted in Article IV, WE will forward to YOU, either in written form or verbally, a description of the condition and a cost to repair.

E. **Loaner Equipment:** If service provided under this CONTRACT cannot bring certain types of equipment to satisfactory operating condition within four (4) working days, a loaner unit of comparable functionality will be provided at YOUR request. Loaner equipment will be provided for the following categories of equipment: Video projectors, computer interfaces, and videocassette recorders. Loaner equipment will only be provided within the limits of OUR non-allocated inventory. Loaner equipment will be provided at no cost to YOU. Loaner equipment may not be an exact match to your existing equipment and may not be compatible with YOUR mounting systems or

integrated remote control systems or other components of the system. This CONTRACT does not provide for services mounting or connecting non-compatible loaner equipment to YOUR COVERED EQUIPMENT. Portable systems from OUR inventory shall be considered acceptable substitutes as loaner equipment. CRT based video projectors, LCD based video projectors, DLP based video projectors and LCD light valve video projectors shall be considered interchangeable as loaner equipment. YOU agree to be liable for the repair or replacement cost of the loaner unit due to loss or damage while the loaner equipment is in YOUR possession.

III. YOUR OBLIGATIONS DURING THE CONTRACT

A. **Equipment Maintenance and Alteration:** YOU must provide US with unrestricted access to the COVERED EQUIPMENT for scheduled preventive maintenance visits. YOU may not alter the wiring interconnections of COVERED EQUIPMENT. YOU may not alter or modify the COVERED EQUIPMENT. YOU may not alter, repair or modify the COVERED EQUIPMENT except as expressly directed by OUR service personnel. YOU must operate the equipment as detailed in the user operations manual provided by the manufacturer with the COVERED EQUIPMENT. YOU may not add equipment, components, wiring or other parts to the COVERED EQUIPMENT without written notification to and acceptance by US.

B. **In the Event of the Failure of a Covered Component:**

1. YOU must call us at 866-346-9283 or 714-637-7272. YOU must provide US with the Service Contract Number or the model of the equipment in need of service and the nature of the problem.
2. YOU must give US access to all COVERED EQUIPMENT at a time within the following 24 hours that is mutually agreeable to both YOU and US and is during OUR on-site service hours. If such a time cannot be mutually agreed upon, WE will schedule a service call to YOUR EQUIPMENT LOCATION at the first available time beyond the 24 hour period during the on-site service hours.
3. YOU must allow US complete and unrestricted access to the COVERED EQUIPMENT during OUR service call for a length of time as required to repair the COVERED EQUIPMENT. YOU must allocate enough time with the COVERED EQUIPMENT to troubleshoot, diagnose, and repair the COVERED EQUIPMENT.

IV. WHAT IS NOT COVERED

- A. Parts other than the COVERED EQUIPMENT; projection screens and projection screen control devices; knobs; lamps; bulbs; trim; trim parts; cabinetry; cathode ray tubes (CRT's); ILA optical units, DMD optical units; DLP/LCD optical units; LCD/Plasma screen panels; or batteries. Such parts will be provided to YOU at a 15% discount from OUR published price;
- B. Failure due to or caused by fire, failure as a result of utility services, failure as a result of poor, unconditioned or fluctuating electrical power, or natural and environmental causes such as earthquake, tornado, lightning, corrosion, flood, or other acts of God, or other causes beyond OUR reasonable control.
- C. Failure caused by abuse, misuse, or negligence, or previously installed or used equipment which is not in good operating condition;
- D. Any actual, consequential or incidental damages incurred or suffered by YOU, directly or indirectly, or for economic loss, including, but not limited to inconvenience, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever, even Western has been advised of the possibility thereof;
- E. Service required to diagnose YOUR complaint, failure or perceived failure if no mechanical or electrical failure was found, or was due to YOUR inability to properly operate the COVERED EQUIPMENT;

- F. Video projector convergence problems caused by normal electronic fluctuations which occur between scheduled preventive maintenance;
- G. Control system or other software programming changes to facilitate control functions not available at the commencement of the CONTRACT.
- H. Failures or faults caused by structural, mechanical, electrical, or plumbing systems or devices not installed by US and not specifically covered under this CONTRACT.
- I. Inability of the Covered Equipment, due to the manufacturing design of a product or products or the integration of the system, to perform in a manner other than for what it was designed.
- K. Convergence of video to a multisynchronous display device (i.e., video projector, video monitor, etc.) other than those that were converged for at the start of the CONTRACT. Refer to the schedule of converged sources at the end of this contract for covered convergences.
- L. Any condition that existed prior to the start date of this CONTRACT that would have been obvious during a pre-inspection of the Covered Equipment.
- M. Repairs prohibited by statute, governmental regulation, or any other law.
- O. Video conferencing equipment & software warranties & upgrades (Polycom, Tandberg, Lifesize, Cisco, etc.)

V. TRANSFER OF CONTRACT

This CONTRACT may not be transferred to any other party without the express written consent of Western Audio Visual and the payment of a transfer fee equal to not less than ten percent (10%) of the premium amount. Western Audio Visual may, at its sole discretion choose to accept the transfer or to terminate the CONTRACT.

VI. COMMENCEMENT, EXPIRATION, RENEWAL & CANCELLATION OF CONTRACT

- A. On or before thirty (30) days following the start date of the CONTRACT:
 - 1. YOU may cancel this CONTRACT and receive refund of the full premium if no benefits have been received or if no service calls or telephone support has been provided to YOU by US.
 - 2. If benefits have been received or if service calls or telephone support has been provided by US, YOU may cancel this CONTRACT for a refund less the cost of the service performed, based on OUR published rate schedule.
- B. After thirty (30) days following the start date of the CONTRACT, YOU may cancel this CONTRACT. The refund shall be a proration based upon the time expired on the CONTRACT calculated to the start of the month following the notice of cancellation. All cancellations after thirty (30) days are subject to a cancellation fee of ten percent (10%) of the refund amount. To cancel this CONTRACT, YOU must submit a notice of cancellation in writing and return the complete CONTRACT to US. WE will then issue a check for the refund amount.

C. If the COVERED EQUIPMENT is not new and was not provided, installed or serviced by US, WE reserve the right to inspect the equipment within thirty (30) days of the commencement of this CONTRACT to determine if WE wish to provide the services covered in this CONTRACT. If WE determine that the equipment is not operating correctly, properly, or requires service to bring the equipment to good operating condition, WE will forward an estimate to YOU regarding the cost of such service. This service is not covered by this CONTRACT. If YOU decline to have US perform the work required to bring the COVERED EQUIPMENT up to good operating condition within fourteen (14) days of the date of the estimate, WE may, at OUR sole option, refund the full amount of the premium and cancel this CONTRACT.

D. WE may cancel this CONTRACT at any time for non-payment of the premium or if YOU do not meet YOUR obligations under Article III. If YOU do not meet YOUR obligations under Article III or do not pay the premium within thirty (30) days of OUR invoice, WE have the right to cancel this CONTRACT upon forwarding written notice to YOU. In the event of cancellation due to non-payment, YOU agree to be liable for the full cost of services and parts provided to YOU at the rates published in OUR most current rate schedule. In the event that YOU do not meet YOUR obligations under Article III, we will provide a portioned refund based on the time expired on the CONTRACT.

E. The CONTRACT shall commence upon the receipt of a purchase order or other acceptable payment guarantee, or on the date identified on the first page of this CONTRACT, whichever is later. No CONTRACT on the COVERED EQUIPMENT work may be performed prior to the commencement of the CONTRACT.

F. The CONTRACT shall expire 365 days after the date of commencement. Repair work on the COVERED EQUIPMENT which was begun prior to the expiration of the CONTRACT shall be completed by US.

G. This CONTRACT shall not automatically renew. A new CONTRACT must be written in order to provide coverage beyond the expiration date of this CONTRACT. Either YOU or WE may decline to enter into a new contract.

VII. DEFINITIONS

The words listed below have the following meanings in this CONTRACT:

COVERED EQUIPMENT

Means the equipment for which WE will provide service, as listed on the first page of this CONTRACT.

CONTRACT

Means this Service CONTRACT which specifies, among other things, YOUR Coverage, the CONTRACT PERIOD, the Covered Equipment.

YOU, YOUR(S)

City of Ontario

ELECTRONIC OR MECHANICAL FAILURE AND BREAKDOWN

Means the inability of a properly maintained and operated piece of COVERED EQUIPMENT to perform the function(s) for which it was designed, due solely to defects in material or faulty workmanship. Without limitation, Electronic or Mechanical Breakdown and Failure does not include damage due to negligence, caused by accident, or the gradual reduction in performance due to wear and tear.

CONTRACT PERIOD

Means the period which begins on the date shown on page one of this agreement, or the receipt by us of an acceptable payment guarantee and ends on the expiration of the time limitation as set forth in this CONTRACT.

WE, US, OUR(S)

Means Western Audio Visual

This CONTRACT is not a manufacturer's warranty or an extension of a manufacturer's warranty. This Service CONTRACT may provide duplicate coverage while manufacturer's warranties are in force. This CONTRACT is not an express, implied or general warranty and is not a condition of the purchase of the COVERED EQUIPMENT.

Covered Equipment

Ontario City Hall:

303 E B St, Ontario, CA 91764

- Community Room System
- Council Chambers System
- Executive Conference Room System
- Public Works Utility Conference Room System

EOC + EMCU:

200 N Cherry Ave, Ontario Ca 91764

- Emergency Operation Center System
- Emergency Mobile Command Unit System

Ontario Police Department:

2500 S Archibald Ave, Ontario, CA 91761

- Dispatch and Watch Commander System
- Briefing Room/DOC System

*All systems are using equipment provided by another vendor.

Community Center

Display System			
1	Sharp	LC60LE820UN	Existing Display w/ Mount
2	LG	55LX6500	Existing Display w/ Mount
Interface and Switching System			
1	Crestron	DM-MD8X8	8x8 DigitalMedia™ Switcher
2	Crestron	DMC-HDO	HDMI® Output Card
1	Crestron	DMC-HD	HDMI® Input Card (BD Player)
3	Crestron	DMC-4KZ-C	HDBaseT® Certified 4K DigitalMedia 8G+® Input Card
1	Crestron	DMC-4KZ-HD	4K HDMI® Input Card (Rack PC)
3	Crestron	DM-TX-4K-100-C-1G-B-T	Wall Plate 4K DigitalMedia 8G+® Transmitter 100, Black Textured (Lectern WP, Floorbox A, Floorbox B)
1	Crestron	DM-PSU-8-PLUS	8-Port PoDM+ Power Supply

Audio System			
1	Extron		Power Amplifier
4	QSC		Ceiling Speakers
Control System			
1	Crestron	GLS-PART-CN	Cresnet® Partition Sensor
Miscellaneous Components			
1	WAV		Miscellaneous Materials, Cabling and Connectors

ACCEPTED BY:

ACCEPTED FOR Western Audio Visual

Signature: _____

Signature: _____

Title: _____

Title: (Kevin Mahkorn) Service Manager

Date: _____

Date: _____

CITY OF ONTARIO

Agenda Report
January 7, 2025

SECTION:
CONSENT CALENDAR

Department: Public Works
Prepared By: Daniel P Beers
Staff Member Presenting: Tito Haes, Executive
Director Public Works
Reviewed By: Andrea Ampig, Bonnie Tam
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 4

SUBJECT: AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC. FOR ON-CALL GEOTECHNICAL CONSULTING AND MATERIALS TESTING SERVICES FOR THE ONTARIO GRAND PARK

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 7 to the Professional Services Agreement with Kleinfelder, Inc., of Ontario, California, to provide on-call geotechnical consulting and materials testing services for the Ontario Grand Park in the amount of \$204,310 for a total not-to-exceed contract amount of \$1,555,552.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The proposed Amendment No. 7 to the Professional Services Agreement with Kleinfelder, Inc. for the geotechnical consulting and materials testing services for the Ontario Grand Park in the amount of \$204,310 for a total not-to-exceed contract amount of \$1,555,552. The Fiscal Year 2024-25 Adopted Budget and 5-Year Capital Improvement Program includes appropriations in the Park Impact/Quimby Fund for these services.

BACKGROUND & ANALYSIS: On December 21, 2021, the City Council approved the conceptual "Grand Park" Master Plan and the Preliminary Park Design for Phase 1. Phase 1 builds upon the framework established in the Conceptual Park Master Plan and is comprised of approximately 130 acres of land and occurs within the eastern portion of Ontario Ranch. This phase is bordered by Grand Park Street to the north, Eucalyptus Avenue to the south, Haven Avenue on the east and Archibald Avenue on the west. This portion of the park contains meadows, trails, and a field for recreational use that also serves as a storm water capture system. Day one core park amenities proposed in the center of this phase include a Market Alley where farmer's markets, food trucks and community events can be organized, a community barn and farm hub, kids' corral (a children's playground), and a 5,000 capacity amphitheater along the central plaza.

On March 7, 2023, the City Council approved an Amendment to the Professional Services Agreement with Kleinfelder, Inc. to provide geotechnical consulting and materials testing services

following the demolition of the existing buildings at the Grand Park site. On October 15, 2024, the City Council approved a Construction Contract with Philbin Construction Company for the mass grading of the Grand Park site. Now that grading of the site has begun, Staff is recommending Kleinfelder, Inc. to perform materials testing and geotechnical consulting services, including soils and asbestos testing, and surveying the site for burrowing owls as required by the Environmental Impact Report. Grand Park is scheduled to be operational by Summer of 2027.



MAYOR
PAUL S. LEON

MAYOR PRO TEM
DEBRA PORADA

COUNCIL MEMBERS
ALAN D. WAPNER
JIM W. BOWMAN
DAISY MACIAS

CITY CLERK
SHEILA MAUTZ

CITY TREASURER
JAMES R. MILHISER

CITY MANAGER
SCOTT OCHOA

**AMENDMENT NO. 7 TO
THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
KLEINFELDER, INC.**

1. Parties and Date.

This Amendment No. 7 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario (“City”) and **Kleinfelder, Inc.**, a Corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled “On-Call Material Testing & Geotechnical Engineering Services” dated March 7, 2023 (“Agreement”).

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to include geotechnical consulting, material testing, and burrowing owl survey services for D&C21-005 Grand Park Phase 1 and increase the amount by \$204,310 for a new not-to-exceed amount of \$1,555,552. The Parties have heretofore entered into that Amendment No. 1 dated April 4, 2023, Amendment No. 2 dated May 2, 2023, Amendment No. 3 dated May 2, 2023, Amendment No. 4 dated March 5, 2024, Amendment No. 5 dated March 5, 2024, and Amendment No. 6 dated June 18, 2024.

2.3 Amendment Authority. This Amendment No. 7 is authorized pursuant to Section 3.2.4 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

“3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference.

The total compensation shall not exceed **One Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Two Dollars (\$1,555,552)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

Exhibit “A” – Scope of Services is hereby amended in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 7, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 7. From and after the date of this Amendment No. 7, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 7.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 7.

3.4 Severability. If any portion of this Amendment No. 7 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties’ understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 7 TO PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF ONTARIO
AND KLEINFELDER, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 7 as of the day and year first above written.

CITY OF ONTARIO

Kleinfelder, Inc.

Approved By:

By: _____

Scott Ochoa
City Manager

Its: _____

Printed Name: _____

Approved as to Form:

By: _____

Best Best & Krieger LLP
City Attorney

Its: _____

Printed Name: _____

Attested By:

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

City Clerk



November 4, 2024
 Revised: November 14, 2024
 Kleinfelder Proposal No. MT230997.001P

City of Ontario

Mr. Daniel Beers
 Design & Construction – Principal Project Manager
 1333 S. Bon View Avenue
 Ontario, California 91761

**SUBJECT: Proposal to Provide Geotechnical Observation, Materials Testing and Burrowing Owl Survey Services
 Grand Park Phase 1 Project
 North of Eucalyptus Avenue Between Haven Avenue & Archibald Avenue
 City of Ontario, California**

Dear Mr. Beers:

Kleinfelder Inc. is pleased to present this proposal and cost estimate to provide geotechnical observation, materials testing, and burrowing owl survey services for the subject project. This proposal includes a description of our understanding of the project, our proposed scope of services, and our estimated fees.

Kleinfelder is committed to providing quality service to its clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, and scheduling may result in changes to the risks assumed by the client, as well as adjustments to our fees. The following information forms the basis of this proposal and cost estimate.

PROJECT UNDERSTANDING

Kleinfelder understands that the City of Ontario plans to develop Phase 1 of the Grand Park located north of Eucalyptus Avenue between Haven Avenue and Archibald Avenue. The park is proposed to include an outdoor amphitheater, barn structure, maintenance buildings, restroom buildings, trails, activity fields, and an arroyo.

Per a phone conversation with Mr. Kyle Trigg of Philbin Construction on November 1, 2024, we understand that the initial Phase 1 work will consist of rough grading the site along with storm drain improvements with a proposed duration of approximately six months. Our services for geotechnical observation and materials testing will be requested starting on November 11, 2024, and will be completed on or around May 11, 2025. Our services for burrowing owl survey are anticipated to last five days with two surveyors.

MT230997.001P/ONT24P174384
 Copyright 2024 Kleinfelder

Page 1 of 6

November 4, 2024
 (Revised November 14, 2024)

At the time of our proposal preparation, a construction schedule, project plans, and project specifications were not available for our review.

SCOPE OF SERVICES

Kleinfelder will provide geotechnical observation, materials testing, and burrowing owl survey services on an as-requested basis for development of the park. Our services will include onsite observation and testing during site grading, utility trench backfill, and all associated laboratory testing.

During construction we anticipate assisting the City of Ontario with contractor submittal reviews. We anticipate these reviews will include proposed aggregate base submittal(s). Following completion of our testing services we will prepare one final summary report of our observations and testing services.

Our services will be coordinated with the City's onsite representatives. The overall proposed scope of Kleinfelder services are provided in the following tasks which provide the basis of our cost estimate.

GEOTECHNICAL OBSERVATION AND MATERIALS TESTING SERVICES

We will provide a field technician working under the supervision of a Geotechnical Engineer to perform observation and compaction testing services during site grading and utility trench backfill activities. This service will also include onsite observation and testing during grading activities and placement of aggregate base rock for the onsite access roadway/parking areas. In general, our services will be provided on a near continuous basis during site grading and utility trench backfill operations.

During construction, samples of the engineered fill soils and aggregate base rock will be collected for laboratory maximum density/optimum moisture content determinations. Additionally, samples of aggregate base rock and pipe bedding materials will be collected for laboratory sieve analysis and sand equivalent value. If needed, samples of subgrade and aggregate base rock will be collected for R-value determinations to assess conformance with data provided in the geotechnical report and/or contractor submittals.

BURROWING OWL SURVEY SERVICES

According to the Staff Report on Burrowing Owl Mitigation - State of California Natural Resources Agency Department of Fish and Game dated March 7, 2012, the survey area consists of the Grand Park plus a 500-foot buffer zone. The area will be surveyed using 100 foot wide transects.

LABORATORY TESTING SERVICES

Our laboratory testing will be conducted in general accordance with ASTM procedures. Samples collected from the job site will be secured and delivered to our local Ontario laboratory for testing as required. Our budget for materials testing includes laboratory maximum density/optimum moisture content; sieve analysis; sand equivalent value; and R-value determinations to evaluate conformance with the project specifications.

Laboratory testing will be performed in accordance with the plans, specifications, and local jurisdictional requirements to evaluate that the materials comply with project requirements and are suitable for their intended use. Results of laboratory testing will be reviewed and prepared in

typewritten reports for submittal to the appropriate city staff, project manager, and designated team members. Results of tests indicating material not meeting minimum project requirements will be immediately communicated with the project design professionals.

GEOTECHNICAL ENGINEERING, PROJECT MANAGEMENT, & ADMINISTRATION

Kleinfelder's Project Manager, Mr. Jeff Diaz, will coordinate our services with the City and other stakeholders. Mr. Diaz will be supported by Principal Geotechnical Engineer, Mr. Jeff Waller, along with in-house technicians from our local Ontario office and laboratory having the appropriate experience and certifications necessary to perform observations and materials testing services on the project site.

Assume Responsibility as Geotechnical Engineer of Record

Kleinfelder proposes to review the referenced project documents to assume the responsibility as Geotechnical Engineer of Record for the project. The conclusions and recommendations presented will be evaluated for application to the subject site and a Letter of Acceptance will be prepared for submittal to the appropriate Agency. Kleinfelder will immediately advise you if supplemental investigation and analysis are needed to support the recommendations presented in the referenced documents.

As part of our review, if requested, Kleinfelder also proposes to review the project Civil and Structural plans for conformance with the geotechnical recommendations presented in the referenced report. We anticipate providing only one list of comments for the project designers. Once the project plans are in conformance with the geotechnical recommendations, Kleinfelder will place the signature and stamp of a California registered Engineer on the plans and prepare a Letter of Plan Review for submittal to the appropriate Agency.

Construction Meetings

Our proposed scope of services and fee estimate includes attendance at a pre-construction conference. During this meeting we will identify the project team members, their project roles for development of a distribution list of our reports, review the construction schedule, and discuss potential construction concerns. We have also included attendance during additional construction meetings to be held during construction activities.

Technical Management

Kleinfelder will provide technical consultation. These services may include field observations, research, as requested engineering review, interpretation of laboratory results, communication, and generation of requested professional recommendations.

DFRs summarizing the work performed and conformance of the work with the project requirements will be reviewed by the Project Manager. Items found in non-compliance with the project requirements will be brought to the attention of the general contractor's construction superintendent, and the City's representative immediately upon findings.

Final Reports

At the completion of the project, a final summary report will be prepared to document in-place density and moisture results for tests performed, our observations, and a summary of our materials testing services.

As-Needed Additional Consultation

If needed, we can provide other services that may be required during construction, such as reviewing structural design calculations, material submittals (in addition to those previously mentioned) and responding to requests for information (RFIs). If requested, these services will be invoiced at our approved fee rates with the City of Ontario.

ASSUMPTIONS

During our proposal preparation certain assumptions were required based on the available information provided. The following assumptions were made based on the provided information:

- No construction schedule, project plans, and/or project specifications were provided at the time of proposal;
- Our services are limited to observation and testing for the rough grading and storm drain improvements for Phase 1 over a six-month duration;
- Work will be performed during normal business hours, typically between 6 AM and 5 PM;
- Overtime services will not be required (more than eight hours per day, Saturday, Sunday, holidays, etc.);
- Work is subject to payment of California Prevailing Wages;
- Laboratory and field testing will be performed in general accordance with ASTM standards;
- The cost of any equipment (i.e. ladders, shoring, etc.) to gain access to any area requiring testing or sampling of materials is not included in this proposal;
- Preparation of supplemental reports and addendum letters and review of plans and specifications are not included in our fee; and
- Responses to review agencies or additional work that may be requested by reviewing agencies are not included.

It should be noted our services will not include: (1) supervision, direction, or acceptance of the contractor's work; (2) interpretation or modification of the project plans or specifications; (3) submittal of test results or reports to any regulatory agency (unless specifically requested by the Client in writing); or (4) job site safety.

ESTIMATED FEE

We propose our services be compensated on a time-and-expense basis as shown in our attached fee estimate. For the scope of work outlined above, we will use the approved rates associated with our on-call contract with the City of Ontario. We have estimated an approximate budget of **\$204,309.⁴⁰** for this project, as reflected in the attached time-and-expense Table 1 - Fee Estimate. It should be noted that the fee rates shown in the Table 1 - Fee Estimate are inclusive of standard equipment charges. We do not anticipate using equipment that is non-standard (coring equipment, rebar locators, or other non-standard equipment) for this project.

A "show-up" fee for scheduled services that are canceled after arrival if any, will incur a two-hour minimum charge. All field inspection and testing services are based on portal-to-portal from our Ontario office and laboratory and will be billed in accordance with the Basis of Charges on the attached Table 1 - Fee Estimate.

It should be noted that the fees above do not anticipate overtime or double time work on the project. The rates associated with overtime and double time work are 1.5 and 2.0 times the listed hourly rates in the Table 1 - Fee Estimate. Overtime for our services is defined as work on the project by a single person in excess of eight hours per day. Double time for our services is defined as time worked in excess of 12 hours per day (M-F), in excess of 12 hours per day on Saturday, and all time worked on Sundays and holidays. Overtime work can significantly impact our testing and inspection budget for the project. While we will be diligent in our attempts to keep overtime to a minimum, please be aware that contractor scheduling and performance are the primary causes for overtime work. Proficient contractor performance and scheduling minimizes additional testing and inspection time, consequently resulting in lower total fees. In the event conditions arise which are beyond our control, were unknown at the time this proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions shown below, we may need to revise our scope of work and estimated fees to complete the project. Should this occur, we will contact you for authorization before exceeding the project budget.

Our estimate is provided on a time-and-expense basis. It should be noted that our total fees on the project can fluctuate for a variety of unpredicted reasons beyond our control including weather conditions, the quality and performance of the construction materials used, and the contractor's team, as well as the contractor's approach and scheduling of construction sequences. Jurisdictional requirements not identified at the outset of the project, or other unpredictable events that develop over the course of the project, can contribute to additional unplanned inspection or unanticipated engineering consultation not factored into our estimate.

AUTHORIZATION

We anticipate that the City of Ontario, will issue a Notice to Proceed (NTP) referencing this proposal and Amendment No. 3 to the Professional Services Agreement for On-Call Materials Testing and Geotechnical Engineering Services dated March 7, 2023, as our authorization to proceed. Provided that the NTP is consistent with previously negotiated terms and conditions, we will execute, and return executed original to you for your records. If there is a need for any change in the scope of work or schedule described in this proposal or changes to the terms and conditions from those previously negotiated, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes' effect on the fee.

All information gathered by Kleinfelder is considered confidential and will be released only to those specified by the construction documents, or to others upon written authorization by the Client, or as required by law.

Kleinfelder offers a range of assessment and engineering services to suit the varying needs of our clients. Although risk can never be eliminated, more detailed and extensive assessment or engineering yields more information, which may help understand and manage the degree of risk. Since such detailed services involve greater expense, our clients participate in determining the level of service that provides adequate information for their purposes at an acceptable level of risk. Acceptance of this proposal will indicate that the City of Ontario has reviewed the scope of services and determined that it does not need or want more services than are being proposed at this time. Any exceptions should be noted and may result in a change in fees.

LIMITATIONS

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for field work will require modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinion and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects.

This proposal is valid for a period of 90 days from the date of the proposal unless a longer period is specifically required in which case that time frame will apply. This proposal was prepared specifically for the Client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

The fee specified in this proposal is based upon the assumption that the site will be accessible to field personnel. If weather, access, or site conditions restrict our field operations, we may need to revise our fee estimate.

CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If there is a need for any change in the scope of service or schedule described in this proposal, or if you have any questions or require additional information, please call the undersigned at 909.657.1734.

Sincerely,

KLEINFELDER



Jeffrey Diaz
Project Manager



Jeff Waller, PE, GE
Principal Geotechnical Engineer

Attachments:

- Table 1 – Fee Estimate
- Kleinfelder's Approved Fee Schedule

TABLE 1 – FEE ESTIMATE



Table 1 - Fee Estimate
Geotechnical Observation, Materials Testing, and Burrowing Owl Survey Services
Grand Park Phase 1 Project
City of Ontario, California

Estimated Duration for Kleinfelder's Services - 11/11/2024 through 05/11/2025

	Number of Visits (Days)	Hours Each Visit (Hours)	Total (Hours)	Rate	Cost
Geotechnical Observation and Materials Testing Services					
Field Technician (6 Month Duration)	122	8	976	\$138.00	\$134,688.00
ESTIMATED SUBTOTAL					\$134,688.00
Laboratory Testing Services					
Estimated at 10% of Field Services Cost (Billed Per Attached Fee Schedule)					\$13,468.80
ESTIMATED SUBTOTAL					\$13,468.80
Geotechnical Engineering, Project Management, & Administration					
Estimated at 20% of Field Services Cost (Billed Per Attached Fee Schedule)					\$26,937.60
ESTIMATED SUBTOTAL					\$26,937.60

ESTIMATED FEE - GEOTECHNICAL OBSERVATION & MATERIALS TESTING SERVICES **\$175,094.40**

Burrowing Owl Survey Services	Total (Hours/Units)	Rate	Cost
Senior Project Manager	5	\$245.00	\$1,225.00
Senior Professional	116	\$210.00	\$24,360.00
Administrator	6	\$105.00	\$630.00
Miscellaneous Expenses (billed as a lump sum)	1	\$3,000.00	\$3,000.00
ESTIMATED SUBTOTAL			\$29,215.00

ESTIMATED FEE - BURROWING OWL SURVEY SERVICES **\$29,215.00**

ESTIMATED TOTAL FEE - GEOTECHNICAL OBSERVATION, MATERIALS TESTING, & BURROWING OWL SURVEY SERVICES **\$204,309.40**

This fee estimate assumes that prevailing wage laws apply to the subject project
BASIS OF CHARGES (Portal to Portal)

<u>HOURS WORKED</u>	<u>HOURS BILLED</u>
Show up-No Work/Cancelled	2
Sample Pick-up	2
2-8 hours	Actual Hours Worked
8-12 & Saturday	Time and One-Half
Greater than 12, Sundays & Holidays	Double Time

Please note: Overtime services not specifically listed above will incur a multiplier of 1.50 times the rate shown and double time will incur a multiplier of 2.0 times the rate shown.

KLEINFELDER APPROVED FEE SCHEDULE

8. FEE PROPOSAL (Also uploaded separately on PlanetBids)

Kleinfelder's Fee Proposal below includes 2023-2026 professional staff rates and a laboratory fee schedule.

KLEINFELDER 2023 TO 2026 FEE SCHEDULE FOR THE CITY OF ONTARIO: ON-CALL MATERIAL TESTING AND GEOTECHNICAL ENGINEERING SERVICES

PROFESSIONAL STAFF RATES*

Professional	\$ 150 / hour
Staff Professional	\$ 160 / hour
Project Professional	\$ 195 / hour
Senior Professional	\$ 210 / hour
Principal Professional	\$ 220 / hour
Senior Principal Professional	\$ 245 / hour
Project Manager	\$ 200 / hour
Senior Project Manager	\$ 245 / hour
Designer/Drafter	\$ 145 / hour
Senior Designer/Drafter	\$ 160 / hour
Project Controls Professional	\$ 150 / hour

TECHNICAL STAFF RATES

Technician/Inspector (Prevailing Wage Group 1, 2, and 3)	\$ 138 / hour
Technician/Inspector (Non-Prevailing Wage)	\$ 105 / hour

ADMINISTRATIVE STAFF RATES

Administrator	\$ 105 / hour
Project Administrator	\$ 135 / hour

Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date.

Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates apply to projects subject to prevailing wages.

Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the fee schedule on projects where other direct costs are not reimbursed.

*Applies to all professional rates including but not limited to: civil, mechanical, chemical, electrical, geotechnical, and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.

KLEINFELDER 2023 TO 2026 LABORATORY FEE SCHEDULE FOR THE CITY OF ONTARIO: ON-CALL MATERIAL TESTING AND GEOTECHNICAL ENGINEERING SERVICES

Test	Standard Test Method [†]	Fee		
Standard/Modified Proctor	D698, T99, D1557, T180	\$	290	each
Sieve Analysis, Coarse and Fine	D6913, T88, C136, CT202	\$	200	each
Water Content	D2216, D4363, T265	\$	30	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$	220	each
Resistance R-Value	D2844, CT301	\$	390	each
Direct Shear, 3 Points	D3080, T236	\$	470	each
Expansion Index	D4829	\$	235	each
Cleanliness Value	CT227	\$	200	each
Coarse Durability	D3744, T210, CT229	\$	180	each
Fine Durability	D3744, T210, CT229	\$	190	each
Los Angeles Abrasion	C131, T96, C535, CT211	\$	240	each
Sand Equivalent	D2419, T176, CT217	\$	180	each
Concrete Compression	C39, CT521	\$	40	each
Concrete Core Compression	C42	\$	100	each
Concrete Flexural Strength	C78, CT523, CT524	\$	125	each
Non-Shrink Grout Compression	C1107, C579	\$	40	each
CLSM Compression	D4832	\$	55	each
Masonry Grout Compression	C1019, C942	\$	40	each
Masonry Mortar Compression	C270, C780	\$	40	each
Masonry Prism Compression	C1314	\$	150	each
CMU Absorption and Received Moisture	C140	\$	120	each
CMU Compression	C140	\$	125	each
CMU Dimension Verification	C140	\$	55	each
Residue by Evaporation	D6934, T59	\$	140	each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	420	each
Gradation of Extracted Aggregate	D5444, CT202	\$	150	each
AC Content by Extraction	D2172	\$	260	each
AC Content by Ignition Oven	D6307, T308, CT382	\$	190	each
AC Ignition Oven Calibration (<i>determination of mix correction</i>)	D6307, T308, CT382	\$	420	each
Hveem Stability without Compaction	D1560, CT366	\$	220	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549, CT308	\$	65	each
Unit Weight, Hveem Method	D1561, CT304	\$	370	each
Maximum Theoretical Specific Gravity	D2041, T209, CT309	\$	200	each
Bolt Assembly Suite (Bolt, Nut, Washer)	F606	\$	285	each
Bend	A370, E290	\$	55	each
Rebar Tensile, up to No. 11	A370, E8	\$	120	each
PT Strand Tensile	A370, A1061	\$	205	each
Fireproofing Density	E605	\$	95	each
Sample Preparation	N/A	\$	65	each

NOTES:

* The above list only captures the most commonly used laboratory tests.

**A full list of laboratory tests can be provided upon request.

***Additional laboratory tests will be invoiced based on Kleinfelder's standard laboratory fee schedule.

[†]Common ASTM, AASHTO and California test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.
- Those beginning with CT are California methods.

SENATE BILL 1439

Agenda Item Information Report



As a result of the passage of Senate Bill 1439 (SB 1439), commonly referred to as the "Levine Act", require the disclosure and potential disqualifications of elected officials when involved in a decision/award of a license, permit, entitlement, and contracts if they received \$250 or more of campaign contributions in the proceeding twelve (12) months.

Agenda Item Information – To be Completed by Staff

Department:

Public Works Agency

Department Contact:

Daniel Beers

Item Title:

Amendment No. 7 - Grand Park Phase
1

Meeting Date:

1/7/25

Property Address

Contractor Information – To be Completed by the Contractor

1. Name of Contractor/Vendor/Company/Individual:

Kleinfelder, Inc

2. Have any of the individuals or entities listed in Question Nos 1-8 made a campaign contribution of more than \$250 on or after January 2023, to a member of the City Council? If yes, state, date, and name of the Council Member(s).

☐ Yes ☒ No (If "No", skip to question No. 10)

3. Is the entity listed in Question No.1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

☐ Yes (If yes skip questions 3 & 4, skip to question No.5)

☐ No

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not a publicly traded ("closed corporation"), identify the major shareholder:

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No.1 (see instructions for definitions):

Company Name

Relationship

6. Name of Principal (i.e., CEO/President) of entity listed in question No.1, if the individual actively supports the matter and has a financial interest.

7. Name of persons/companies who are not an actual party to the matter submitted to the City Council but who (1) actively support or oppose the matter submitted to the City Council and (2) have a financial interest in the outcome of the decision.

8. Name of the agent(s) of entity listed in Question No.1 who is representing a party or participant in this matter.

9. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the matter submitted to the City Council if the subcontractor(s) (1) actively support or oppose the matter submitted to the City Council and (2) have a financial interest in the outcome of the decision:

10. By signing below, I certify that the statements made herein are true and correct. I understand that a party and participant are prohibited from making campaign contributions of more than \$250 to any member of the City Council while a matter is pending and for 12 months after a decision by the City Council.

Signature:  Date: January 3, 2025

To be Completed by Staff

11. If contractor/vendor/company/individual was selected through the Request for Proposal process (or other competitive process) and any criteria other than cost was considered, enter the non-awarded contractors, including names of Principal Agent(s) below. If Item is an amendment to an existing contract, please put N/A, even if existing contract was awarded following a Request for Proposal

CITY OF ONTARIO

Agenda Report
January 7, 2025

SECTION:
CONSENT CALENDAR

Department: Police Department
Prepared By: Celeste Owens
Staff Member Presenting: Mike Lorenz, Chief of
Police
Approved By: 

Submitted To: Council/OHA
Approved: _____
Continued To: _____
Denied: _____
Item No: 5

SUBJECT: AUTHORIZE THE PURCHASE AND REPAIRS OF MOBILE SURVEILLANCE UNITS FROM ECAMSURE

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute a sole source purchase of 5 Mobile Surveillance Units (MSU) in the amount of \$168,651.76 and repairs in the amount of \$11,793.19 for previously purchased MSUs from ECAMSECURE, of Long Beach, California for an amount not to exceed of \$180,445.19.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

Maintain the Current High Level of Public Safety

Pursue City's Goals and Objectives by Working with Other Governmental Agencies

Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the amount of \$180,445 from the Capital Improvement Projects-Measure Q Fund for the purchase and repair of pole cameras from ECAMSURE, of Long Beach, California.

BACKGROUND & ANALYSIS: To enhance safety in the downtown, specifically around the Civic Center Campus, the Ontario Police Department is requesting to purchase additional ECAMSURE MSUs, as well as specific materials that would provide repairs to previously purchased MSUs. The MSU pole cameras will continue to be strategically placed throughout corridors, parking and project areas. The MSUs will provide a layer of security and awareness, helping deter crime and give Staff and residents peace of mind when parking and walking through the Civic Center area. The MSUs are highly versatile and can be incorporated with existing security systems. In addition, a variety of lights and cameras can be used to create a custom security solution that will help Police Department staff monitor the Civic Center through the Real Time Information Center. They are also built to withstand extreme weather conditions and are solar-powered. The surveillance units are designed, manufactured, sold, and distributed by ECAMSURE. These products must be purchased directly from ECAMSURE. Only ECAMSURE's certified technicians install the surveillance units and provide the necessary training and maintenance. City Staff recommends authorization for the sole source purchase of EMCAMSURE Mobile Surveillance Units and repairs.

Ontario PD MSU Pro Solar Repair Estimate

Scope of Work

Replace all the equipment that is mounted on the mast and replace the mast along with all necessary components to get the unit operational (reference equipment list below). If any other equipment or parts needs to be replaced a billable change order will be issued.

Qty	Description	Price	Ext. Price
1	Axis Q6100-E w/ Mounting Bracket	\$ 2,175.00	\$ 2,175.00
1	Axis Q6135-LE w/ Mounting Bracket	\$ 3,300.00	\$ 3,300.00
1	Axis C1310-E IP Speaker	\$ 570.00	\$ 570.00
1	ECAM Cross Piece (4) w/ Enclosure	\$ 525.00	\$ 525.00
1	Strobe Light Kit	\$ 420.00	\$ 420.00
1	20' Mast (4 Extension), Winch, Tension Cable	\$ 1,200.00	\$ 1,200.00
1	40' Wire Harness for MSU Pro	\$ 750.00	\$ 750.00
1	Nycoil Cable for MSU Pro	\$ 525.00	\$ 525.00
1	Labor	\$ 1,500.00	\$ 1,500.00
1	Tax (approximate 8.75%)	\$ 828.19	\$ 828.19
Total			\$ 11,793.19

LISA KOY
NATIONAL ACCOUNT EXECUTIVE
909.615.9799
LKOY@ECAMSECURE.COM

GSA EQUIPMENT QUOTE

JOBSITE INFORMATION:	BILLING INFORMATION:	ACCOUNT EXECUTIVE INFORMATION:
Ontario Police Department 2500 S Archibald Ave, Ontario, California 91761 US	City of Ontario Financial Services Agency - Purchasing 303 East B St., Ontario, CA 91764 United States	Lisa Koy National Account Executive lkoy@ecamsecure.com 909.615.9799

STATEMENT OF WORK:

TOTAL OF 5 MSU PRO SOLAR UNIT - WITH MODIFICATIONS
FINAL BUILD AFTER AFTER ORDER LEVEL MATERIALS

ECAM MSU Solar Pro

- Blue Strobe Lights that can be remotely configured
- Red Strobe light that typically is used for an alarm intrusion.
- Talk down speaker with scheduling capabilities (Axis C1310-E)
- White LED (2) lights for additional illumination around the unit
- 5 Day runtime with a full battery charge
- 1 Year Warranty on parts and labor of the MSU

Power Source

- 990 watts solar panel modules (rotatable)
- 880 Amp hour AGM Battery Bank 12VDC
- 120VAC Power Charging Port
- 300Watt Inverter
- MPPT Solar Controller

Trailer and Mast

- 83"W x 90"L x 120"H (Stowed), 83"W x 90"L x 252"H (Deployed)
- 1,500lbs
- 21-foot all-steel mast
- 2" Hitch
- Manual Hand Crank Winch
 - Custom crank cover
- Powder coated exterior.
- 4-pin trailer wire plug
- Tow Light Package
- Temperature controlled secured enclosure
- Rotatable Solar Panels
- 5-point outrigger stance
- Removable Tongue
- Lockable cabinet

Mobile Router (Cradlepoint R980)

- 4G/5G (FirstNet Ready) Client to provide Air Card
- Outdoor rated Antenna mounted mid mast (Parsec Chihuahua ST)
- Advanced Licenses for GPS capabilities

PoE Switch (ECD62-087-30-DC)

- 8 Port PoE Managed Switch

Multisensor Camera W/ SD Card (Axis Q6100-E) (1 Camera)

- Situational Awareness around the Mobile Surveillance Unit

PTZ Camera W/ SD Card (Axis Q6135-LE) (1 Camera)

- High PoE Injector

ECAMSECURE A GARDAWORLD COMPANY – GSA Purchase

Confidential and Proprietary – This document includes data that shall not be disclosed outside the recipient organization, and shall not be duplicated, used, or disclosed – in whole or in part – for any purposes other than to evaluate this proposal.

Ontario PD - 5 Units - QUO-04810-K1Q5N9

GSA Quantity Discounts • 4% for 3-4 Units of the Same Product Number • 5% for 5+ Units of the Same Product Number

QTY	DESCRIPTION OF SERVICE/EQUIPMENT	UNIT PRICE	TOTAL PRICE
5	MSUV3-PRO-SOL-4C - GSA MSU Pro Solar	\$24,188.92	\$120,944.60
		5% Discount	5% Discount
		\$22,979.47	\$114,897.37
5	OLM - Order-Level Materials – Per Unit ALL UPGRADES & MODIFICATIONS	\$7,761.08	\$38,805.40
	TOTAL PER UNIT <i>After Modifications</i>	\$30,740.55 <i>After Modifications and Multiple Unit Discount</i>	\$153,702.77 <i>After Modifications and Multiple Unit Discount</i>
1	Freight [Shipping]	\$1,500.00	\$1,500.00

Total GSA Materials	\$120,944.60
Quantity Discounts	(\$6,047.23)
Total GSA Materials after Discounts	\$114,897.37
Total OLM Materials	\$38,805.40
TOTAL PER UNIT After Modifications & Qty Discounts	\$153,702.77
Shipping / Freight	\$1,500.00
SUBTOTAL	\$155,202.77
Estimated Tax on Equipment - 8.750%	\$13,448.99
TOTAL	\$168,651.76

TAX EXEMPTION: If tax exempt, please provide a letter or certificate for our files that verifies tax exemption for this purchase.
CAVEATS / ASSUMPTIONS

- Client is to provide Air Card(s) for testing prior to delivery
- No Air Card is provided in this proposal
- Air Card coverage is based on the ISP (Internet Service Provider) Coverage
- All units will be delivered directly to one designated location.
- Solar Panels must be positioned towards the southern direction and cleaned periodically for optimal solar charging.
- Client requires a 2" tow ball to relocate the MSU's
- Client must provide a forklift to unload the MSU's from the flatbed
(if no forklift is available at time of delivery, a billable change order will be issued to the client)

ECAMSECURE A GARDAWORLD COMPANY – GSA Purchase

Confidential and Proprietary – This document includes data that shall not be disclosed outside the recipient organization, and shall not be duplicated, used, or disclosed – in whole or in part – for any purposes other than to evaluate this proposal.

TERMS AND CONDITIONS



1. MAXIMUM ORDER*: \$200,000 per SIN and \$200,000 per order

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the Contractor for a better price. The Contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

2. MINIMUM ORDER: \$100

3. GEOGRAPHIC COVERAGE: Domestic, 48 CONUS and Washington, DC

4. POINT(S) OF PRODUCTION: US

5. DISCOUNT FROM LIST PRICES: Prices on GSA Advantage are the negotiated government price (reference GSA Price List spreadsheet provided by Contractor on request)

6. QUANTITY DISCOUNT(S): 4% for 3-4 Units of the Same Product Number

5% for 5+ Units of the Same Product Number

7. PROMPT PAYMENT TERMS: 0% Net 30

8.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

8.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact Contractor for limit.

9. FOREIGN ITEMS: None

10a. TIME OF DELIVERY: 25-30 Days after receipt of order

10b. EXPEDITED DELIVERY: Contact the Contractor for availability and terms.

11a. OVERNIGHT AND 2-DAY DELIVERY: If available, contact the Contractor for rates.

11b. URGENT REQUIREMENTS: Customers are encouraged to contact the Contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Origin, Pre-paid and Add

13a. ORDERING ADDRESS:

ECAMSECURE
3400 E. Airport Way
Long Beach, CA 90806
lkoy@ecamsecure.com

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. PAYMENT ADDRESS:

ECAMSECURE
3400 E. Airport Way
Long Beach, CA 90806

15. WARRANTY PROVISION: 1 Year Standard Commercial Warranty.

ECAMSECURE A GARDAWORLD COMPANY – GSA Purchase

Confidential and Proprietary – This document includes data that shall not be disclosed outside the recipient organization, and shall not be duplicated, used, or disclosed – in whole or in part – for any purposes other than to evaluate this proposal.

- 16. EXPORT PACKING CHARGES:** *Not applicable or as negotiated per standard commercial policies*
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level may be inserted by Contractor)
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 23. PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content, energy efficiency, and/or reduced pollutants):** N/A or as applicable
- 24b. Section 508 Compliance for EIT:** as applicable
- 25. DUNS NUMBER:** 115351558
- 26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:** Registration valid and up to date in SAM.

The Customer identified below here by contracts with ECAMSECURE, INC. ("Contractor") for the equipment described in this Contract. The equipment to be provided by the contractor and the related charges to be paid by the Customer are described in this Contract. The Standard Terms and Conditions attached to the Contract are an integral part of this Contract and are incorporated by reference herein. The Contractor is licensed by the Department of Consumer Affairs as a Private Patrol Operator in California.

Customer hereby agrees to the terms set forth in this Contract, including the attached Standard Terms and Conditions, which are an integral part of this Contract.

Customer Acceptance/Signature/Date

ONTARIO POLICE DEPARTMENT

Jobsite Name

Name & Title

Jobsite Address

CITY OF ONTARIO – ONTARIO POLICE DEPT.

Customer Phone:

Customer Name

Billing Address

Billing Email:

Signature/Date

ECAMSECURE

Company Name

Lemuel Blanco, President

ECAMSECURE A GARDAWORLD COMPANY – GSA Purchase

Confidential and Proprietary – This document includes data that shall not be disclosed outside the recipient organization, and shall not be duplicated, used, or disclosed – in whole or in part – for any purposes other than to evaluate this proposal.

Name & Title

Company Address

STANDARD TERMS and CONDITIONS

These Standard Terms and Conditions are an integral part of the attached Contract for equipment and/or services between Customer and the Contractor and form a part of that contract. Customer's signature on the attached contract signifies Customer's Contract to be bound by these Standard Terms and Conditions.

Pricing and Payment Terms

- a) **Purchases:** Unless otherwise stated, Contractor's prices for the purchase of materials, supplies and equipment do not include sales, use, excise or similar taxes, all of which charges shall be paid by Customer, unless Customer provides Contractor with evidence of tax exemption satisfactory to the Contractor. All materials, supplies and equipment shall remain the property of the Contractor until receipt by the Contractor of full payment.
- b) **Invoices** Contractor shall submit monthly invoices to Customer for services on or about the fifth day of the month following the month in which services were performed.
- c) **Payment of Invoices:** Payments shall be made by check to the address on the invoice. A service charge of \$25.00 will be applied to each returned check. Payments are due within 30 days of the date of the invoice.
- d) **Price Changes:** Upon 30 days prior written notice, Contractor may increase prices of materials, supplies and equipment, monthly service and other charges. Such increases shall become effective on the 30th day after notice and such notice shall constitute an amendment to this Contract, as of the effective date.
- e) **Late Charges:** The Contractor reserves the right to add a late charge of 1.5% per month, or the highest amount permitted by law if lower, on any account balance not paid in full when due. In the event Contractor initiates collection procedures to obtain payment of a delinquent account balance, Contractor shall be entitled to recover all costs of collection, including attorney's fees, costs and other expenses. Contractor reserves the right to terminate this Contract or any order, or to suspend its performance, immediately and without prior notice, upon Customer's failure to perform its obligations under this Contract, including, without limitation, any failure to pay amounts due hereunder. Contractor may also terminate this Contract if Customer becomes the subject of a petition in bankruptcy, becomes insolvent or has a receiver appointed for any part of its business or property.
- f) **Service Interruptions; Reconnection Charges:** Customer shall pay a reconnection charge if service is suspended or terminated due to Customer's failure to make timely payments of invoices or upon other Customer default. Customer shall not receive credit for interruptions in the operation of equipment or of service for less than 48 consecutive hours, regardless of the cause of such interruption. Any interruption credit shall be for the period of interruption exceeding 48 hours.

Duties of the Customer

- a) It is the duty of the Customer to assess and determine its security needs, and the type and location of surveillance and surveillance equipment and/or Security Officers. Contractor shall not be responsible for such assessment and determination and makes no representation or warranty as to suitability or adequacy of Customer's surveillance system, coverage or equipment, all of which are the sole responsibility of Customer.
- b) Customer grants to Contractor and its personnel the continuing right to access the project site to perform this Contract and authorizes Contractor, its agents and contractors to install, inspect, test and repair all equipment, supplies and materials as and when necessary or appropriate, as determined by the Contractor.
- c) Customer is responsible to provide site lighting, fencing and other perimeter and access control equipment and facilities requested by the Contractor related to the subject of this Contract. For all surveillance systems, Customer will provide, at its sole cost and expense, 120v power to within 20 feet of the proposed installation site and a 40 amp dedicated circuit breaker. For Alarm and Full-Time Monitoring Services, Customer shall provide and maintain, at its sole cost and expense, high-speed internet access with a Static Routable IP Address to the location where remote viewing and/or monitoring services are required (not less than 256k upload and 64k download).
- d) Customer is required to provide at least 3 business days advance notice to schedule equipment relocations.
- e) Customer shall, at all times keep Contractor advised of its daily and holiday opening and closing schedule, if applicable, and provide Contractor with a list of all persons authorized to enter premises during its closed hours and a call list of individuals designated to receive notice in the event of an alarm signal from or at the site (such information is referred to as "Post Instructions"). It is Customer's responsibility to regularly maintain and update the Post Instructions. In the event of an alarm signal, Contractor's sole obligation shall be to communicate to Customer's representative and/or emergency services, as identified in the Post Instructions, that an alarm signal has been received. In the event Contractor cannot reach one of the persons identified on the alarm signal call-list in the Post Instructions, Customer agrees that Contractor's sole obligation shall be to leave a voice mail or

ECAMSECURE A GARDAWORLD COMPANY – GSA Purchase

Confidential and Proprietary – This document includes data that shall not be disclosed outside the recipient organization, and shall not be duplicated, used, or disclosed – in whole or in part – for any purposes other than to evaluate this proposal.

other recorded message, if voicemail or another recording device is available. If no voicemail or recording device is available, the sole obligation of Contractor shall be to telephone and determine that no voicemail or recording device is available at the numbers identified in the Post Instructions.

- f) It is Customer's duty to notify Contractor of site changes that require changes in security equipment or scheduling. Notification of changes should be made to the current Account Executive. Customer authorizes Contractor to make any changes in or alterations to the equipment made necessary by any changes in the Customer's site, property or equipment after the original installation has been completed and Customer agrees to pay Contractor the cost thereof at Contractor's then prevailing labor and equipment rates. Change Orders submitted on less than twenty-four (24) hours' notice will be subject to a \$150.00 short notice fee.
- g) Customer will obtain and keep in effect, at Customer's sole expense, all permits or licenses that may be required for the installation and operation of the System.

Duties of the Contractor

- a) Contractor shall assign, direct supervise its employees, agents and contractors at the premises to which this Contract applies.
- b) Each Security Officer furnished by Contractor is an employee of Contractor. Contractor shall provide qualified personnel and adequate equipment and attire to perform this Contract. Customer retains the right to approve or disapprove an employee assigned to the project site consistent with state and federal laws, including anti-discrimination laws. The disapproval must be in writing and sets forth the specific reason for the disapproval. Contractor is responsible for the conduct of its Security Officers and for payment of all wages, insurance and taxes relating to their employment. During the term of this Contract, Contractor shall maintain in full force and effect commercially reasonable amounts of General Liability Insurance, Workers' Compensation Insurance and Automobile Liability insurance policies for its employees working at Customer's site. Evidence of such insurance shall be provided promptly upon request.
- c) If excessive false alarms are caused by carelessness, malicious, or unintended use of the alarm system, Contractor may, in its sole discretion, deem the same to be Customer's material breach of this Contract and Contractor shall be excused from further performance until Customer agrees to eliminate conditions or factors interfering with the services of the proper operation of equipment.
- d) Contractor warrants its equipment purchased by Customer, when used under normal conditions, to be free from defects in material and workmanship for 30 days following delivery to the Customer. The warranty period for repaired or replaced defective parts shall be through the remainder of the original warranty period. If the equipment proves to be defective in materials or workmanship, the exclusive remedy as well as Contractor's sole liability shall be to repair and/or replace the defective equipment or component. This Limited Warranty applies only where the System has been properly installed, operated and maintained in accordance with Contractor's instructions. Equipment loss is not covered by this warranty nor is damage to equipment from Acts of God, theft, terrorism, fire, vandalism or abuse. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Term and Termination

- a) NON-TERM CONTRACTS: This Contract shall automatically be renewed each month until Contractor or Customer sends a written notice of termination by email, mail, or fax.
- b) This Contract may be terminated by either party upon not less than 15 days written notice to the other party. Customer's early termination of term contracts may result in assessment of early termination fees described above.
- c) In order to assist our Customer, Contractor agrees to terminate on as little as twenty-four (24) hours' notice. However, where Customer fails to deliver written notice of termination, Customer shall remain liable for all equipment and services until Customer provides written notice of termination to Contractor.
- d) At the expiration or termination of this Contract or in the event of any default in performance by Customer, Contractor is authorized to enter upon Customer's site and to remove all or any portion of the equipment, materials and supplies provided by Contractor. Contractor may elect to abandon all or any portion thereof.
- e) Removal of the System shall be without prejudice to the collection of any and all amounts due under this Contract, including any extensions or renewals thereof.

Insurance; Limitation of Liability

CONTRACTOR IS NOT AN INSURER. Customer understands that Contractor is not an insurer of Customer's property or the personal safety of persons in Customer's premises.

- a) Contractor's services do not replace insurance. Customer is responsible to provide insurance of the kind, and in such amounts, as may be determined by Customer to be adequate for risks of loss to persons, property, for liability and otherwise. Contractor does not provide or maintain insurance of any kind providing coverage to Customer or its property. Customer will maintain, at its sole cost and expense, all risk insurance in form and amounts reasonably acceptable to Contractor, for damage or loss of

equipment, supplies and materials of every kind and nature provided by Contractor for use by Customer. Contractor shall be named as an additional insured on such policies of risk insurance, and, upon the request of Contractor, Customer shall provide a certificate of insurance evidencing such coverage. In the event of loss or damage to Contractor's equipment, materials or supplies used under this Contract, Customer agrees to pay Contractor the reasonable value thereof or the cost of repair, at the election of Contractor.

- b) Customer's payments are based solely on the value of the services set forth herein and are unrelated to the value Customer's property or property located on the site; Contractor makes no guaranty or warranty, including any implied warranty of merchantability of fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert.

Indemnification

To the fullest extent permitted by applicable law, Customer expressly agrees to defend (at Customer's expense with counsel acceptable to the Contractor), indemnify, and save and hold harmless the Contractor and all of its officers, directors, shareholders, employees, agents, successors, and assigns, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation and mediation, court costs, and attorney's fees, arising on account of or in connection with injuries to or the death of any person whomsoever, claims for damages from any third party, or any and all damages to property (including the loss of use thereof), regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, the Work performed by or for the Contractor under this Contract, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of Customer or any of its employees, agents, representatives, subcontractors, or suppliers, INCLUDING WITHOUT LIMITATIONS INJURIES, DEATH, OR DAMAGES WHICH ARISE FROM OR IN CONNECTION WITH, OR ARE CAUSED BY, ANY ACT, ERROR, OMISSION, OR NEGLIGENCE OF THE CONTRACTOR AND ALL OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR SUPPLIERS; INCLUDING INJURIES, DEATH, OR DAMAGES CAUSED BY THE GROSS NEGLIGENCE, OR WRONGFUL, WILLFUL ACTS OF the Contractor. The indemnification obligations under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Customer under worker's or workman's compensation acts, disability benefit acts or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of Customer or of any third party with whom Customer is in privity.

- i. Customer's assumption of liability is independent from, and not limited in any manner by, the Customer's insurance coverage or lack thereof. All amounts owed by Customer to the Contractor as a result of the liability provisions of this Contract shall be paid upon demand.
- ii. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AND ITS SURETY, IF ANY, COVENANT AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS OF AND FROM ANY AND ALL CLAIMS, LOSSES, DEMANDS, CAUSES OF ACTION AND THE LIKE, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COURT COSTS WHICH MAY BE ASSERTED AGAINST THE CONTRACTOR BY THE OWNER OF THE PROPERTY, THE GENERAL CONTRACTOR, OR ANY OTHER PARTY OTHER THAN CUSTOMER, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE FAILURE OF OWNER OF THE PROPERTY, THE GENERAL CONTRACTORS, A SUBCONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER OF SUBCONTRACTOR TO PERFORM WORK REQUIRED ON THE PROPERTY.
- iii. The indemnities agreed to by Customer herein expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation whether or not the claims made for loss, injury, damage or property damage are valid or groundless, and regardless of whether the defense of Contractor is maintained by the Contractor or assumed by Customer. Customer's duty to defend the Contractor is as follows:
 - a. The Contractor in its sole discretion and at its sole option may defend any or all of the indemnified claims or tender to Customer the defense of any or all of the indemnified claims. Upon such tender by the Contractor to Customer, Customer shall be bound and obligated to assume the defense of Contractor in the indemnified claims, including the settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards or expenses resulting from or arising out of the indemnified claims without reimbursement by the Contractor.
 - b. It is understood and agreed by Customer that if the Contractor tenders the defense of an indemnified claim to Customer and Customer fails or neglects to assume the defense thereof, the Contractor may compromise and settle or defend any such suit or action, and Customer shall be bound and obligated to reimburse the Contractor for the amount expended by it in settling or compromising any such claim, or in the amount expended by the Contractor in paying any judgment rendered therein, together with all reasonable attorneys' fees and cost of litigation incurred by the Contractor by reason of its defense, settlement or compromise of such indemnified claims.
- iv. Neither final payment to the Contractor nor acceptance of the Work performed by the Contractor shall

ECAMSECURE A GARDAWORLD COMPANY – GSA Purchase

Confidential and Proprietary – This document includes data that shall not be disclosed outside the recipient organization, and shall not be duplicated, used, or disclosed – in whole or in part – for any purposes other than to evaluate this proposal.

constitute a waiver of the foregoing indemnities and notwithstanding any other provision contained in this Contract; the provisions of this article shall survive the termination of the Contract for any reason whatsoever.

- v. Waiver of Subrogation. Customer waives all rights against the Contractor for loss or damage to the extent covered by Builders Risk or any other property or equipment insurance.

Disputes and Litigation

Should any dispute or controversy arise between the Contractor and Customer concerning any matter involving or arising out of this Contract, the following procedures shall apply:

- i. The parties shall make a good faith effort to attempt to settle such dispute.
- ii. Such dispute or controversy shall be submitted by one party to the other in writing.
- iii. In the event that the Contractor and Customer settle such dispute and subject to subparagraphs above, any settlement will be anticipated to be on an "actual cash basis." That is, the basis of claim valuation will be either the actual cash value of the property damaged or stolen, allowing for reasonable depreciation, or for the repair of that property, whatever is less.
 - a. Compensation for settlement will consist of either a check payable to the party suffering the loss, or by credit to the Customer's future accounts as deemed commercially expedient by the Contractor. However, it is understood by all parties, that once rendered, services are accepted by the Customer and no credit or back charge for settlements may be taken against those services rendered without the express consent of the Contractor. This consent will depend on the compliance with the provisions of this contract.
 - b. At its election, Contractor may exercise rights to "salvage" of property which may be subject of claim.
- iv. The venue of any suit for any breach of this Contract is hereby agreed to be any court of competent jurisdiction in Los Angeles County, CA. The law applicable to any litigation relating to this Contract shall be the laws of the State of CA.
- v. If the Contractor shall be required to employ an attorney to enforce any of the provisions of this Contract, or to protect its interest in any matter arising hereunder, or to collect damages for the breach of the Contract or to prosecute or defend any suit resulting therefrom, and the Contractor is the prevailing party in such action, Customer agrees to pay the Contractor for all reasonable costs, charges, expenses, expert fees and attorneys' fees expended or incurred in connection therewith.

General Conditions

- a) All title to, ownership of, and all rights in patents, copyrights, trade secrets and any other intellectual property rights in the Products is and shall remain the Contractor's Property and this Purchase Order does not transfer any intellectual property rights.
- b) Customer acknowledges that power fluctuations and failure is a common problem and that Contractor is not liable for any monitoring equipment (sometimes referred to as the "System") failure due to a power outage. Customer shall promptly report any System problems following a power outage to Contractor.
- c) Customer acknowledges and agrees that signals which are transmitted over the telephone lines or via the internet are wholly beyond the control of Contractor and Contractor is not liable for any interruption due to utility or service provider failure or if Contractor's central station should be destroyed or becomes inoperable due to fire or other disaster.
- d) Services performed under this Contract shall be deemed accepted by Customer unless written proof of claim is made to Contractor no later than ten (10) days after services are completed.
- e) Provided Customer's account is current, Contractor will use its reasonable commercial efforts to carry out service/repairs within 2 business days, but shall not be responsible for delays or failure to respond by reason of power or connection failures, failures due to weather or other conditions, or otherwise for any conditions beyond the control of Contractor, including but not limited to, terrorism, work stoppages, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences.
- f) Training in accessing and reviewing historical archive retained in the on-site system is provided. The review of archived video is the responsibility of the Customer.
- g) Contractor may assign this Contract or any of its rights and obligations hereunder; Contractor shall notify Customer of any such assignment. Customer may not assign this Contract without Contractor's prior written consent.
- h) Without the Contractor's prior written consent, Customer may not assign, sell, or sublease Contractor provided equipment or this Contract without Contractor's consent. Customer will not damage, encumber, or dispose of System or permit the System to be damaged, encumbered, taken from the site, tampered with or repaired by anyone other than authorized agents of Contractor.
- i) In the event Customer is not the site owner, Customer hereby warrants that Customer has secured the written consent of the owner for the installation and removal of the System.
- j) This Contract shall be governed by the laws of the State of without reference to conflict of laws doctrine. It constitutes the entire agreement between the parties regarding its subject matter. If any

provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Both parties hereby agree that no suit or action that relates in any way to this Contract (whether based upon contract, negligence or any other legal theory) shall be brought more than one (1) year after the accrual of the cause of action therefore.

- k) No waivers or modifications shall be valid unless the same are in writing and executed by the parties hereto.
- l) Video footage/snapshots captured by Contractor, Inc products or services will be used on Contractor owned websites or trade events for training and marketing purposes. We value the privacy of our Customers and no Customer contact information will be sold, traded or disclosed otherwise. If you object to this usage due to proprietary issues, privacy, or for any other reason please email your Account Manager or mail objection to: Ecamsecure, Inc., Disclosure/R&D, 3400 E. Airport Way, Long Beach, CA 90806 and we will evaluate immediately.
- m) These Standard Terms & Conditions supersede any additional, different, or conflicting terms on Customer's printed forms, or conflicts implied from course of dealing or trade usage, and integrate and replace all prior representations of Contractor. This transaction is expressly conditioned upon Customer's assent to these Standard Terms & Conditions.

Captions

Captions or paragraph headings included in this Contract are for reference purposes only and shall not modify or limit the statements contained herein.

Interpretations

All words in the Contract shall be deemed to include any number or gender as the content or sense of this Contract requires, Although drafted by the Contractor, this Contract shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either party.

Notice

All notices required under this Contract shall be sent via certified mail return receipt requested to the address for Customer set forth below:

ATTN: CITY OF ONTARIO – ONTARIO POLICE DEPT.

and to the address for THE CONTRACTOR set forth below:

ATTN: Lem Blanco, President
ECAMSECURE
3400 E. Airport Way, Long Beach, CA 90806

Verbal notification to either party will not satisfy notice requirements herein. To the extent any notice provision of this Contract violates applicable law in that it is too strict or restrictive the provision shall be automatically modified to the standards mandated by the applicable law and shall not be void.

Severability

In the event one or more of the provisions of this Contract violates applicable law in that it is too strict or restrictive, the provision shall be automatically modified to the standards mandated by the applicable law and shall not be void.

Governing Law

The laws of the State of CA shall govern this contract.

Entire Agreement and Amendment

This Contract contains and includes the entire understanding of the parties. Any oral agreements. Prior proposals, understandings and correspondence are hereby superseded by this Contract. This Contract may be amended only by an instrument in writing signed by the parties hereto.