CITY OF ONTARIO

Regular City Council/Housing Authority/Industrial Development Authority Meeting
MAY 7, 2024

City Hall
303 East B Street, Ontario, CA 91764

MAYOR PAUL S. LEON • MAYOR PRO TEM DEBRA DORST-PORADA
COUNCIL MEMBERS ALAN D. WAPNER, JIM W. BOWMAN AND RUBEN VALENCIA

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.

Comments will be limited to 3 minutes. 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 permitted. All those wishing to speak including Council and Staff need to be recognized by the Chair before speaking.

ACCOMODATIONS

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, Housing Authority, Industrial Development Authority meeting begins with Closed Session and Closed Session Comment at 6:00 p.m., Public Comment at 6:30 p.m. immediately followed by the Regular Meeting and Public Hearings. 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)

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

CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the Council/Housing Authority meeting is limited to a maximum of 3 minutes for each speaker and comments will be limited to matters appearing on the Closed Session. Additional opportunities for further Public Comment will be given during and at the end of the meeting.

CLOSED SESSION

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1048-562-06; 212-218 North Palm Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Kenneth Hale; Under negotiation: Price and terms of payment

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1048-562-07; 210 North Palm Avenue and 222 West B Street; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Pan de Vida Spanish Ministry of Ontario; Under negotiation: Price and terms of payment.

ATTACHMENT: 20240507 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Valencia

INVOCATION

Michelle Diaz, Alpha and Omega Ministries

REPORT ON CLOSED SESSION

City Attorney

SPECIAL CEREMONIES

WATER CONSERVATION POSTER CONTEST

That the City Council present the selected winners of the annual Water Conservation Poster Contest.

RECOGNITION OF HISTORIC PRESERVATION MONTH IN THE CITY OF ONTARIO

That the City Council proclaim the Month of May 2024 as Historic Preservation Month in the City of Ontario.

ATTACHMENT: 20240507 Historic Preservation Month^02 Proclamation.docx

PUBLIC COMMENTS 6:30 P.M.

The Public Comment portion of the Council/Housing Authority/Industrial Development Authority meeting is limited to 30 minutes with each speaker given a maximum of 3 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.

Each member of the public wishing to address the City Council on items listed on the Consent Calendar will be given a total of 2 minutes.

1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of April 2, 2024, and study session on April 5, 2024, and approving same as on file in the Records Management Department.

ATTACHMENT: 20240402 Meeting Minutes (Not Official Until Approved)
ATTACHMENT: 20240405 Study Session Meeting Minutes (Not Official Until Approved)

2. BILLS & PAYROLL

Bills March 29, 2024 through April 18, 2024, and Payroll March 24, 2024 through April 6, 2024.

3. ACCEPT A WRITTEN PETITION TO CREATE A COMMUNITY FACILITIES DISTRICT AND ADOPT A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 68 (RICH HAVEN INDUSTRIAL SERVICES) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES

That the City Council consider and:

A. Accept a written petition (on file with the Records Management Department) from DPIF3 CA 36 ONTARIO RANCH, LLC ("Landowner"), to create a Community Facilities District ("CFD") and to waive certain procedural matters, under the Mello-Roos Community Facilities Act of 1982; and
B. Adopt a Resolution of Intention to establish City of Ontario Community Facilities District No. 68 (Rich Haven Industrial Services), authorize the associated levy of special taxes therein; and set a public hearing for the formation of the CFD as part of the regularly

scheduled City Council meeting on Tuesday, June 18, 2024.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 68 (RICH HAVEN INDUSTRIAL SERVICES) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX.

ATTACHMENT: CFD No. 68 Rich Haven Industrial Services^01^RESO^RM
ATTACHMENT: CFD No. 68 Rich Haven Industrial services^01A EXH A Boundary Map
ATTACHMENT: CFD No. 68 Rich Haven Industrial Services^01B EXH C, RMA.pdf

4. A PROFESSIONAL SERVICES AGREEMENT FOR HAZARDOUS MATERIALS COLLECTION AND DISPOSAL SERVICES WITH GRAYMAR ENVIRONMENTAL SERVICES, INC.

That the City Council authorize the City Manager or his designee to execute a General Services Agreement for up to five years with GrayMar Environmental Services, Inc, located in Moses Lake, Washington, for Hazardous Materials Collection and Disposal Collection Services, for an amount not-to-exceed $2,271,500.

ATTACHMENT: Agreement.docx

5. A RESOLUTION APPROVING FIRE DEPARTMENT CLASSIFICATIONS BE ADDED TO THE CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM

That the City Council adopt a Resolution approving additional Fire Department classifications to the terms and conditions for Fire Department responses to the California Fire and Rescue Mutual Aid System requests to assist State of California and Federal Fire agencies ("outside emergency support").

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT.

ATTACHMENT: Fire Resources to CFAA RESO^RM

6. AUTHORIZE THE PURCHASE OF WI-FI EQUIPMENT, INSTALLATION, AND SUPPORT WITH SMARTWAVE TECHNOLOGIES, LLC AS PART OF THE CITYWIDE WI-FI EXPANSION AND REFRESH PROJECT

That the City Council authorize the City Manager or his designee to execute the purchase of equipment, installation and support with SmartWave Technologies, LLC, of Alpharetta, GA, in an amount not-to-exceed $450,000.

ATTACHMENT: 04092024 Ontario Master WiFi Estimate AB.xlsx - Group.pdf
ATTACHMENT: San Bernardino Pricing.pdf

7. AN AMENDMENT TO THE SERVICE ORDER WITH CARAHSOFT FOR THE QUALTRICS EX FOUNDATIONAL SOFTWARE

That the City Council approve and authorize the City Manager or his designee to execute Amendment No. 1 to the Service Order with Carahsoft, of Reston, Virginia, for the use of Qualtrics CoreXM EX Foundational software module in the amount of $86,079, with the unilateral option to extend the Service Order for up to one successive one-year period (Fiscal Year 2025-26) at a cost of $90,383, for a total not-to-exceed amount of $276,225 consistent with City Council approved budgets.

8. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH SLIM'S KEY SHOP FOR THE PROCUREMENT OF KEYS AND LOCKSMITH SERVICES

That the City Council authorize the City Manager or his designee to execute Amendment No. 3 to the Goods and Services Agreement with Slim's Key Shop, of Rancho Cucamonga, California, in the amount of $70,000, for a total not-to-exceed contract amount of $219,000, and to extend the term to June 30, 2025, for the procurement of key and locksmith services.

ATTACHMENT: Slim's Key Shop Amendment _3 - 3.29.24.pdf

9. AUTHORIZE THE PURCHASE OF FLEET VEHICLES WITH PEORIA FORD

That the City Council take the following actions:

A. Award Bid No. 1765 and authorize the purchase and delivery of two (2) Ford F-250 Pickup Trucks from Peoria Ford, of Peoria, Arizona, in the amount of $196,961, plus a 10% contingency of $19,696 for a total amount not-to-exceed of $216,657 for the Fire Department; and
B. Award Bid No. 1767 and authorize the purchase and delivery of six (6) Ford Explorer XLT Sport Utility Vehicles (SUVs) from Peoria Ford, of Peoria, Arizona, in the amount of $317,337 plus a 10% contingency of $31,734 for a total amount not-to-exceed of $349,071 for the Fire Department.

10. APPROVAL OF A SIDE LETTER AMENDING THE MEMORANDUM OF UNDERSTANDING FOR THE ONTARIO POLICE MANAGEMENT GROUP IN ACCORDANCE WITH MODIFICATIONS REQUIRED BY CALPERS

That the City Council, by motion, adopt a Resolution to approve a side letter amending the City of Ontario ("City") and Ontario Police Management Group ("OPMG") Memorandum of Understanding from July 1, 2023 to June 30, 2027 in accordance with modifications required by the California Public Employees Retirement System (CalPERS) to ensure that pension benefits are properly calculated.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A SIDE LETTER AMENDING THE MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE ONTARIO POLICE MANAGEMENT GROUP.

ATTACHMENT: Resolution Amending MOU for PMG (Baltimore revised version of May 2 2024 with Track Changes)-c1.docx

ATTACHMENT: PMG Side Letter - Management Incentive Pay

11. APPROVAL OF AMENDED COMPENSATION AND BENEFITS PROFILE FOR THE DEPARTMENT HEAD EMPLOYEE GROUP IN ACCORDANCE WITH MODIFICATIONS REQUIRED BY CALPERS

That the City Council, by motion, adopt a Resolution to approve an amended Compensation and Benefits Profile (Profile) for the Department Head Group in accordance with modifications required by the California Public Employees Retirement System (CALPERS) to ensure that pension benefits are properly calculated.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN AMENDED COMPENSATION AND BENEFITS PROFILE FOR EMPLOYEES IN THE DEPARTMENT HEAD GROUP.

ATTACHMENT: Amending PROFILE for DH 01^RESO^RM.docx
ATTACHMENT: Department Head Compensation and Benefits Profile 2024 DRAFT2.pdf

12. A RESOLUTION APPROVING AND ADOPTING THE CITY OF ONTARIO'S 2024 EMERGENCY OPERATIONS PLAN

That the City Council adopt a Resolution approving the City of Ontario's 2024 Emergency Operations Plan (EOP) update in accordance with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE 2024 EMERGENCY OPERATIONS PLAN.

ATTACHMENT: Emergency Operation Plan^RESO^RM
ATTACHMENT: 2023-24_CityofOntario_EOP_V7.pdf

13. A MAINTENANCE SERVICES AGREEMENT WITH SUPERIOR PAVEMENT MARKINGS FOR THERMOPLASTIC TRAFFIC MARKING SERVICES

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. SM 2024-2 with Superior Pavement Markings, of Cypress, California, to provide thermoplastic traffic marking services in an amount of $95,000 per year for a three-year term, for a total contract amount not-to-exceed $285,000; and
B. Authorize the City Manager or his designee to execute the optional two (2) one-year extensions to the Maintenance Services Agreement in a total not-to-exceed amount of $475,000 consistent with future budgets adopted by the City Council.

ATTACHMENT: Superior Pavement Markings - Thermoplastic Contract SM2024-2

14. ONE-YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG"), HOME INVESTMENT PARTNERSHIPS ("HOME"), AND EMERGENCY SOLUTIONS GRANT ("ESG") PROGRAMS FOR FISCAL YEAR 2024-25

That the City Council take the following actions:

A. Approve the One-Year Action Plan for Fiscal Year 2024-25 for the Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grant ("ESG") Programs (on file in the Records Management Department);
B. Direct Staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD"); and
C. Authorize the City Manager, or his designee, to take all actions necessary or desirable to implement the One-Year Action Plan for Fiscal Year 2024-25 and Subrecipient Agreements.

ATTACHMENT: _Draft OYAP 20240402.pdf
ATTACHMENT: EXHIBIT A.pdf

15. GOODS AND EQUIPMENT PURCHASE AGREEMENTS WITH SIERRA CONTAINER GROUP AND MCLAUGHLIN WASTE EQUIPMENT, INC. FOR 32, 64, AND 96 GALLON AUTOMATED CONTAINERS AND COMMERCIAL COLLECTION BINS

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Goods and Equipment Purchase Agreement with Sierra Container Group, of Ocala, Florida, for 32, 64, and 96 Gallon Automated Containers for a total contract amount not-to-exceed $4,500,000 for up to five (5) years; and
B. Authorize the City Manager or his designee to execute a Goods and Equipment Purchase Agreement with McLaughlin Waste Equipment, Inc., of Lockeford, California, for Commercial Collection Bins for a total contract amount not-to-exceed $5,000,000 for up to five (5) years.

ATTACHMENT: McLaughlin Goods and Equipment Purchase Agreement Bins 2024 AA
ATTACHMENT: Sierra Goods and Equipment Purchase Agreement Containers - AA

16. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH SOUTH COAST INDUSTRIAL DOOR, INC. FOR ON-CALL DOOR AND GATE MAINTENANCE AND REPAIR SERVICES

That the City Council authorize the City Manager or his designee to execute Amendment No. 1, exercising the optional two (2) one-year extensions to the Maintenance Services Agreement with South Coast Industrial Door, Inc., of Corona, California, in the amount of $225,000, for a total not-to-exceed contract amount of $850,000. If the City desires to exercise the second option year, the total contract not-to-exceed amount will be $1,075,000.

ATTACHMENT: South Coast Industrial Door Inc. Amendment No. 1.pdf

17. PURCHASE OF ADDITIONAL SOFTWARE LICENSES WITH WORKDAY, INC

That the City Council approve and authorize the City Manager or his designee to execute the purchase of additional software licenses with Workday, Inc., of Pleasanton, California, for a

total not-to-exceed $154,570.

ATTACHMENT: Workday_Software License_Subscription_City of Ontario.pdf

18. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH WESTERN ALLIED CORPORATION FOR ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR SERVICES

That the City Council authorize the City Manager or his designee to execute Amendment No. 2 exercising the optional two (2) one-year extensions to the Maintenance Services Agreement with Western Allied Corporation, of Santa Fe Springs, California, for on-call heating, ventilation and air conditioning (HVAC) maintenance and repair services in the amount of $600,000, for a total not-to-exceed contract amount of $2,160,000 for the first option year. If the City desires to exercise the second option year, the total not-to-exceed contract amount will be $2,760,000.

ATTACHMENT: Western Allied Corporation Amendment No. 2.pdf

19. A WATER PURCHASE AND STORAGE LETTER AGREEMENT BETWEEN THE CITY OF ONTARIO AND WESTERN MUNICIPAL WATER DISTRICT

That the City Council approve and authorize the City Manager or designee to execute a Water Purchase and Storage Letter Agreement with Western Municipal Water District (Western Water), located in Riverside, California, for the sale of 3,000 acre-feet of existing groundwater in the Chino Basin in the amount of $2,331,000.

ATTACHMENT: Water Purchase Letter Agreement - Western-Ontario

20. PROCLAMATION OF MAY 18, 2024 AS KIDS TO PARKS DAY

That the City Council proclaim May 18, 2024 as Kids to Parks Day in the City of Ontario.

ATTACHMENT: PROCLAMATION OF MAY 18, 2024 AS KIDS TO PARKS DAY

PUBLIC HEARING

Pursuant to Government Code Section 65009, if you challenge the City's zoning, planning or any other decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to the public hearing. Affidavits of posting compliance, for all items below, are on file with the Records Management Department.

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21. A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION TO DESIGNATE PORTIONS OF D STREET, PLUM AVENUE, CHERRY AVENUE AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE

That the City Council conduct a Public Hearing and adopt a Resolution to designate portions of D Street, Plum Avenue, Cherry Avenue, and Sultana Avenue as a residential permit parking zone for the benefit of adjacent residences.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA,

ORDERING THE DESIGNATION OF PORTIONS OF D STREET, PLUM AVENUE, CHERRY AVENUE, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE.

ATTACHMENT: EXHIBIT_A.pdf
ATTACHMENT: 20240507 Permit Parking Zone Resolution^RESO^RM.doc

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

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22. RESOLUTIONS AUTHORIZING A LOAN AGREEMENT, A PURCHASE AND SALE AGREEMENT FOR LAND PARCELS AND OTHER RELATED DOCUMENTS BETWEEN THE CITY OF ONTARIO AND THE ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY

That the City Council and Ontario Industrial Development Authority take the following actions:

A. Consider and adopt a Resolution authorizing the execution and delivery of a loan agreement, a purchase and sale agreement for land parcels and other related documents in connection with providing a loan on behalf of the City's investing funds to the Ontario Industrial Development Authority for the purpose of releasing restrictive covenants imposed by the United States Federal Aviation Administration on certain properties owned by the City and to be purchased by the Authority.
B. That the Board of Directors of the Ontario Industrial Development Authority consider and adopt a Resolution authorizing the execution and delivery of a loan agreement, a purchase and sale agreement for land parcels and other related documents in connection with borrowing money from the lending funds of the City for the acquisition of real property from the City for the purpose of releasing restrictive covenants imposed by the United States Federal Aviation Administration on certain properties owned by the City and to be purchased by the Authority.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING EXECUTION AND DELIVERY OF A LOAN AGREEMENT, A PURCHASE AND SALE AGREEMENT FOR LAND PARCELS AND OTHER RELATED DOCUMENTS IN CONNECTION WITH PROVIDING A LOAN ON BEHALF OF ITS INVESTING FUNDS WITH THE ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY, THE SALE OF REAL PROPERTY AND CERTAIN OTHER ACTIONS RELATING THERETO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY, OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING EXECUTION AND DELIVERY OF A LOAN AGREEMENT, A PURCHASE AND SALE AGREEMENT FOR LAND PARCELS AND OTHER RELATED DOCUMENTS IN CONNECTION WITH THE ACQUISITION OF REAL PROPERTY FROM THE CITY AND CERTAIN OTHER ACTIONS RELATING THERETO.

ATTACHMENT: 20240507 Ontario IDA Loan 01^CITY^RESO^RM.docx
ATTACHMENT: 20240507 Ontario IDA Loan 02^OIDA^RESO^RM.docx

ATTACHMENT: 20240507 Ontario IDA Loan^03 Loan Agreement.pdf
ATTACHMENT: Purchase and Sale Agreement - City to Industrial Development Authority 5-7-2021.pdf

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
May 7, 2024

ROLL CALL: Dorst-Porada _, Wapner _, Bowman _, Valencia _, Mayor / Chairman Leon _.

STAFF: City Manager / Executive Director __, City Attorney __

In attendance: Dorst-Porada _, Wapner _, Bowman _, Valencia _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1048-562-06; 212-218 North Palm Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Kenneth Hale; Under negotiation: Price and terms of payment

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Dorst-Porada _, Wapner _, Bowman _, Valencia _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1048-562-07; 210 North Palm Avenue and 222 West B Street; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Pan de Vida Spanish Ministry of Ontario; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **SPECIAL CEREMONIES**
Department: Utilities Prepared By: Courtney Jones Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No:

SUBJECT: WATER CONSERVATION POSTER CONTEST

RECOMMENDATION: That the City Council present the selected winners of the annual Water Conservation Poster Contest.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: There is no direct impact associated with this action.

BACKGROUND & ANALYSIS: Over the past 6 years, the City of Ontario has promoted water conservation through the annual Water Conservation Poster Contest. This contest serves as an excellent platform for nurturing environmental consciousness among Ontario's youth and fostering a sense of pride and responsibility in protecting our precious water resources. With over 600 entries, the enthusiasm and engagement from Ontario's youth is truly admirable.

The selection of winners from grade levels kindergarten to 6th grade reflects a commitment to recognizing and encouraging young talent and creativity at all ages in advocating for water conservation. This initiative not only raises awareness about the importance of water conservation, but also empowers students to actively contribute to sustainability efforts in their community. We would like to honor and thank all of this year's participants and recognize the following students, grade level K to 6th as winners:

Name	**Elementary School**
King Ford	Vista Grande
Isabella Mejia Velado	Vista Grande
Kristen Nunez Guifarro	Vista Grande
Annette Perez	Central Language
Victoria Crandell	Berlyn

Benjamin Mendivil	Berlyn
Kelly Jo	Corona
Serenity Salas	Corona
Adiel Cervantes	Corona
Emiliano Gonzalez	Corona
Emma Banuelos	Vista Grande
Ivan Cervantes	Corona
Ana Camara Dzib	Vista Grande
Christopher Ochoa	Vista Grande
Luke Perez	Vista Grande
Jacqueline Reyna	Hawthorne
Abigail Delgadillo	Vista Grande
Audrey Cosio	Vista Grande
Vanessa Alencastro	Vista Grande
Melia Santy	Vista Grande
Aranza Castro	Vista Grande

The City of Ontario is appreciative of the efforts of all the student entries, and for the support given by the school administrators, teachers, and parents.

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **SPECIAL CEREMONIES**
Department: Planning Prepared By: Elly Antuna Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No:

SUBJECT: RECOGNITION OF HISTORIC PRESERVATION MONTH IN THE CITY OF ONTARIO

RECOMMENDATION: That the City Council proclaim the Month of May 2024 as Historic Preservation Month in the City of Ontario.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: There is not a direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: Since 1971, the National Trust for Historic Preservation has conducted nationwide campaigns to celebrate historical places and showcase preservation activities. In 2005, the National Trust began designating the month of May as Historic Preservation Month. The goals of Historic Preservation Month are to promote historical places for the purpose of instilling national and community pride, promoting heritage tourism, and showcasing the social and economic benefits of historic preservation. This year, the City is celebrating historic preservation month by continuing the "Model Colony" Awards program and presentation.

This year's theme for Historic Preservation Month and the Model Colony Awards is "Progress and Preservation." The theme will explore how Ontario's past provides the path for a promising and vibrant future. Active preservation programs play a vital role in identifying and safeguarding cultural heritage, ensuring that historic sites can adapt and thrive alongside evolving community needs. In keeping with this year's theme, Model Colony Award winners will display their award recognition with a yard sign on their properties to showcase these historic places. Additionally, a short video has been prepared highlighting the evolution of historic resources through adaptive reuse while preserving those features that make them meaningful. The awards ceremony will be conducted at a City Council meeting in June.

PROCLAMATION

WHEREAS, *"Progress and Preservation"* is the theme for Historic Preservation Month 2024, sponsored by the City of Ontario; and

WHEREAS, the City's character and history are reflected in its cultural, historical, and architectural heritage with an emphasis on the "Model Colony" as declared by an Act of the Congress of the United States in 1903 and presented at the St. Louis World's Fair in 1904; and

WHEREAS, the City's historical foundation should be preserved and promoted in order to foster an understanding of the City's past, and provide future generations the opportunity to appreciate, enjoy, and understand Ontario's rich heritage; and

WHEREAS, historic preservation is an effective tool for managing smart growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, historic preservation provides an opportunity for the citizens of Ontario to be involved in the community and participate in the revitalization of the City; and

WHEREAS, HISTORIC PRESERVATION MONTH provides an opportunity to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, May 2024, has been proclaimed HISTORIC PRESERVATION MONTH in the United States; and

NOW, THEREFORE, the City of Ontario, its City Council and staff members do declare the month of May 2024 as

HISTORIC PRESERVATION MONTH

Given this 7th day of May, 2024, by the Ontario City Council

Paul S. Leon, Mayor
Debra Porada, Mayor Pro Tem
Alan D. Wapner
Jim W. Bowman
Ruben Valencia
Council Members

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
April 2, 2024
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and the Housing Authority were held on Tuesday, April 2, 2024 at Ontario City Hall, 303 E. B Street Ontario, California.

CALL TO ORDER

Mayor Leon called the joint meetings to order at 6:00 p.m.

ROLL CALL

PRESENT:	Mayor/Chairman:	Paul S. Leon
	Mayor pro Tem/Vice Chair:	Debra Porada
	Council/Authority Members:	Alan D. Wapner, Jim W. Bowman, and Ruben Valencia.
ABSENT:	Council/Authority Members:	None.

Also present were City Manager / Executive Director Scott Ochoa, City Attorney/Legal Counsel Ruben Duran, and City Clerk / Secretary Sheila Mautz.

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTEREST

There were no conflicts of interest announced by the City Council.

CLOSED SESSION

Mayor Leon inquired whether persons were present who wished to speak to the Closed Session items. Hearing no one, City Attorney Duran announced the matters for discussion as listed on the agenda and recessed to Closed Session at 6:03 p.m. for discussion of the following:

GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION City of Ontario v. Inland Empire Utilities Agency, San Bernardino Superior Court Case No. CIVSB2328325.

GC 54956.9(d)(1), CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 218-111-06; 13115 South Ontario Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Huaiqing Ren and Xia Cui, Husband and Wife as Joint Tenants; Under negotiation: Price and terms of payment.

GC 54956.9 (d)(4), CONFERENCE WITH LEGAL COUNSEL, POTENTIAL INITIATION OF LITIGATION: One (1) case.

OPEN MEETING CALLED TO ORDER

Mayor Leon reconvened the meetings at 6:30 p.m. for the regular session.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Wapner.

INVOCATION

The invocation was led by Pastor Taylor Kern of the Ontario United Reformed Church.

REPORT ON CLOSED SESSION

City Attorney Duran stated there was no reportable action.

PUBLIC COMMENTS

Assistant City Clerk Isbell announced there were no written public comments.

Mayor Leon called upon the first speaker:

Rafael Legido, spoke regarding construction tax fraud affecting the community.
Aaron Matthiesen, spoke regarding security measures at John Galvin Park.
Karen Haughey, spoke regarding an open invitation to Supervisor Curt Hagman's job fair event.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa made no announcements.

CONSENT CALENDAR

MOTION: Moved by Mayor pro Tem Porada, seconded by Council Member Bowman and carried by a unanimous vote 5-0, to approve the Consent Calendar.

1. APPROVAL OF MINUTES

Approved minutes for the regular meetings of the City Council and Housing Authority of March 5, 2024, and approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Approved Bills March 1, 2024 through March 14, 2024, in the amount of $22,330,391.30, and Payroll February 25, 2024 through March 9, 2024 in the amount of $5,336,740.77.

3. A RESOLUTION ORDERING THE SUMMARY VACATION OF AN EASEMENT FOR PUBLIC STREET PURPOSES LOCATED WITHIN TRACT MAP NO. 18916 AT THE SOUTHWEST CORNER OF ARCHIBALD AVENUE AND CHINO AVENUE

The City Council adopted a Resolution ordering the summary vacation of an easement for street purposes located within Tract Map No. 18916 at the southwest corner of Archibald Avenue and Chino Avenue.

RESOLUTION NO. 2024-014 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE SUMMARY VACATION OF AN EASEMENT FOR PUBLIC STREET PURPOSES LOCATED WITHIN TRACT MAP NO. 18916 AT THE SOUTHWEST CORNER OF ARCHIBALD AVENUE AND CHINO AVENUE.

4. A RESOLUTION ORDERING THE SUMMARY VACATION OF THE RIGHT-OF-WAY AND EASEMENT FOR PUBLIC UTILITY PURPOSES IN EAST EAMES STREET, EAST POLLOCK STREET, SOUTH JACOBSON AVENUE, AND EAST LAUTNER DRIVE AND RECONVEYING ANY OF THE CITY'S INTEREST THEREIN

The City Council adopted a Resolution ordering the summary vacation of the right-of-way and public utility easements located within Tract Map No. 20134 in East Eames Street, East Pollock Street, South Jacobson Avenue, and East Lautner Drive near the southwest corner of Mill Creek Avenue and Chino Avenue and reconveying any of the City's interest therein and authorized the City Manager to execute the documents necessary to evidence the vacation and the reconveyance of the City's interest therein.

RESOLUTION NO. 2024-015 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE SUMMARY VACATION OF THE RIGHT-OF-WAY AND EASEMENT FOR PUBLIC UTILITY PURPOSES IN EAST EAMES STREET, EAST POLLOCK STREET, SOUTH JACOBSON AVENUE, AND EAST LAUTNER DRIVE AND RECONVEYING ANY OF THE CITY'S INTEREST THEREIN

5. DESIGN SERVICES AGREEMENTS FOR ON-CALL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING DESIGN SERVICES

The City Council approved a three-year Design Services Agreements with six firms to provide On-Call Transportation Planning and Traffic Engineering Design Services in the amount of $200,000 per year for a three-year total not to exceed $600,000 for each firm; and authorized the City Manager, or his designee, to execute said Agreements and future amendments within the authorization limits.

6. AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH TELCON SERVICES, LLC FOR THE ONTARIONET BROADBAND INTEGRATION TECHNICAL SERVICE PROJECT

The City Council approved Amendment No. 1 to the Professional Services Agreement with Telcon Services, LLC of Idaho, for additional broadband design, engineering, project management, and inspection services for the OntarioNet Broadband Integration Technical Service Project and ongoing expansion efforts in the amount of $680,000, plus a contingency in the amount of $180,000, for a revised not-to-exceed total of $2,060,000; and authorized the City Manager, or his designee, to execute said Agreement and future amendments within the authorization limits

7. AUTHORIZE THE PURCHASE OF HAZARDOUS MATERIALS RESPONSE TRAINING PROPS WITH ADVANCED ENTERTAINMENT TECHNOLOGY FOR THE ONTARIO FIRE DEPARTMENT HAZMAT TEAM

The City Council authorized the City Manager, or his designee, to execute the purchase of Hazardous Materials Response Training Props from Advanced Entertainment Technology, of Monrovia, CA, in the amount of $451,465.

8. AN AMENDMENT TO THE INTERNET SERVICE ORDER WITH CENTURYLINK COMMUNICATIONS, LLC FOR INTERNET SERVICE UPGRADES

The City Council authorized the City Manager, or his designee, to execute Amendment No. 1 to the Internet Service Order, with CenturyLink Communications, LLC d/b/a Lumen Technologies Group, of Louisiana, to upgrade internet backhaul bandwidth services from 1 Gbps to 10 Gbps for the OntarioNet network in the amount of $332,559 plus a 15% contingency of $49,884 for a total not-to-exceed contract amount of $382,443, including expenditures of $35,019 within the current term.

9. A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH SLS PROPERTY SOLUTIONS. INC. FOR EMERGENCY ON-CALL BOARD UPS AND ABATEMENT

The City Council authorized Change Order No. 1 to the construction agreement with SLS Property Solutions, Inc. of Santa Ana, CA for emergency on-call board ups and abatements, increasing the not-to-exceed amount to $150,000 per fiscal year and the total not-to-exceed amount to $400,000 for the initial term of the agreement; and authorized the City Manager, or his designee, to execute said Agreement and future change orders within the authorization limits

10. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GHD INC. FOR THE DESIGN OF UT1019 WELL 50 TREATMENT FACILITY PROJECT

The City Council authorized the City Manager, or his designee, to execute Amendment No. 1 to Professional Services Agreement with GHD Inc., of Irvine, California, for professional design services of UT1019 Well No. 50 Treatment Facility Project in the amount of $82,908, plus a 15% contingency of $12,436, for a total amount of $95,344 for a new total not- to-exceed amount of $494,654, and a term from June 7, 2022 to June 6, 2025.

11. A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT WITH DPIF3 CA 36 ONTARIO RANCH. LLC REGARDING COMMUNITY FACILITIES DISTRICT FORMATION FOR ASSESSOR PARCEL NUMBERS (LD PARCEL 1) 0218-211-31 AND (LD PARCEL 2) FEE IN-LIEU

The City Council took the following actions:

A. Adopted a Resolution Approving an Agreement regarding Community Facilities District Formation for Assessor Parcel Number (LD Parcel 1) 0218-211-31 and Fee In-Lieu (the "Agreement") between the City of Ontario and DPIF3 CA 36 Ontario Ranch, LLC (the "Developer"); and
B. Authorized the City Manager, or his designee, to finalize, execute and record said Agreement.

RESOLUTION NO. 2024-016 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT REGARDING COMMUNITY FACILITIES DISTRICT FORMATION FOR ASSESSOR PARCEL NUMBER (LD PARCEL 1) 0218-211-31 AND (LD PARCEL 2) 0218-211-30 AND FEE IN-LIEU BETWEEN THE CITY OF ONTARIO AND DPIF3 CA ONTARIO RANCH, LLC.

12. AN ORDINANCE APPROVING FILE NO. PUD23-002, A PLANNED UNIT DEVELOPMENT FOR A 1.22-ACRE PARCEL OF LAND LOCATED AT 218 EAST D STREET: SUBMITTED BY EUCLID INVESTMENT GROUP, LLC.

The City Council adopted an Ordinance Approving File No. PUD23-002, the Downtown Ontario Luxury Apartments (Phase II) Planned Unit Development, establishing development standards and design guidelines to facilitate a multiple-family residential development at 218 East D Street. Introduction and first reading took place at the regular meeting of the City Council of the City of Ontario held March 19, 2024.

ORDINANCE NO. 3272 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD23-002, A PLANNED UNIT DEVELOPMENT TO ESTABLISH DEVELOPMENT STANDARDS AND DESIGN GUIDELINES FOR THE PROJECT SITE, LOCATED AT 218 EAST D STREET WITHIN THE MU-1 (MIXED USE DOWNTOWN) ZONING DISTRICT AND MAKING FINDINGS IN SUPPORT THEREOF – APNS: 1048-556-02, 1048-556-03, 1048-556-04, 1048-556-05, AND 1048-556-14.

13. AN ORDINANCE APPROVING THE WATERMARKE ONTARIO PLANNED UNIT DEVELOPMENT (FILE NO. PUD22-006) ON A 5.81-ACRE PROJECT SITE LOCATED AT THE NORTHEAST CORNER OF MOUNTAIN AVENUE AND FOURTH STREET, SUBMITTED BY JAT LAND DEVELOPMENT

The City Council adopted an Ordinance approving the Watermarke Ontario Planned Unit Development (File No. PUD22-006). Introduction and first reading took place at the regular meeting of the City Council of the City of Ontario held March 19, 2024.

ORDINANCE NO. 3273 AN ORDINANCE OF THE CITY OF ONTARIO, CALIFORNIA APPROVING FILE NO. PUD22-006, THE WATERMARKE ONTARIO PLANNED UNIT DEVELOPMENT, ESTABLISHING DEVELOPMENT STANDARDS AND DESIGN GUIDELINES FOR A 5.81-ACRE PROJECT SITE LOCATED AT THE NORTHEAST CORNER OF MOUNTAIN AVENUE AND FOURTH STREET, AND MAKING FINDINGS IN SUPPORT THEREOF – APNS: 1008-513-16, 1008-522-01, 1008-522-02, AND 1008-522-03.

STAFF MATTERS:

City Manager Ochoa made no announcements.

COUNCIL MATTERS:

Council Member Valencia congratulated the Ontario Police Department for their victory at the Baker to Vegas event.

Council Member Bowman thanked Staff for a successful State of the City event.

Council Member Wapner thanked Staff for a successful State of the City event.

Mayor pro Tem Porada thanked City staff for a successful State of the City event and expressed her gratitude for all the volunteers.

Mayor Leon thanked Staff for a successful State of the City event and gave remarks on the event's popularity.

ADJOURNMENT:

Mayor Leon adjourned the meetings of the Joint Agencies at 6:47 p.m. and announced the next regular meeting was scheduled for April 16, 2024.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR

ONTARIO CITY COUNCIL
STUDY SESSION
MINUTES
April 5, 2024
(Not Official Until Approved)

JOINT MEETINGS

The special meeting/study session of the Ontario City Council was held on Friday, April 5, 2024 at the Ovitt Family Library, 215 E. C Street Ontario, California.

CALL TO ORDER

Mayor Leon called the joint meetings to order at 10:41 a.m.

ROLL CALL

PRESENT:	Mayor/Chairman:	Paul S. Leon
	Mayor pro Tem/Vice Chair:	Debra Porada
	Council/Authority Members:	Alan D. Wapner, Jim W. Bowman.
ABSENT:	Council/Authority Members:	Ruben Valencia.

Also present were City Manager Scott Ochoa, City Attorney/Legal Counsel Ruben Duran, and City Clerk / Secretary Sheila Mautz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Leon.

PUBLIC COMMENTS

There were no public comments.

STUDY SESSION

1. ONTARIO CITY LIBRARY STUDY SESSION

The City Council heard a presentation regarding the Ontario City Library from California State Librarian Greg Lucas and reviewed corresponding reports.

ADJOURNMENT:

Mayor Leon adjourned the study session at 11:47 a.m.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Stephanie Castro Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **ACCEPT A WRITTEN PETITION TO CREATE A COMMUNITY FACILITIES DISTRICT AND ADOPT A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 68 (RICH HAVEN INDUSTRIAL SERVICES) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES**

RECOMMENDATION: That the City Council consider and:

A. Accept a written petition (on file with the Records Management Department) from DPIF3 CA 36 ONTARIO RANCH, LLC ("Landowner"), to create a Community Facilities District ("CFD") and to waive certain procedural matters, under the Mello-Roos Community Facilities Act of 1982; and
B. Adopt a Resolution of Intention to establish City of Ontario Community Facilities District No. 68 (Rich Haven Industrial Services), authorize the associated levy of special taxes therein; and set a public hearing for the formation of the CFD as part of the regularly scheduled City Council meeting on Tuesday, June 18, 2024.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: Mello-Roos financing in the Rich Haven Industrial Services development is projected to generate approximately $251,085 per year, at build-out, to fund administrative fees and municipal services. City Council approval will be required to process annual special tax levies in future years.

BACKGROUND & ANALYSIS: The Mello-Roos Community Facilities Act of 1982 provides local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to finance municipal services. Municipal services that may be funded by a community facilities district include: police protection

services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads, open space, flood and storm drain protection services, maintenance and operation of fiber optic telecommunication, wireless communication and public safety camera systems and maintenance and operation of any real property or tangible property with an estimated useful life of five or more years that is owned by the governmental entity. Under the Mello-Roos Act, the initial steps in the formation of a community facilities district to finance municipal services are to adopt a Resolution declaring the intention to establish a community facilities district and authorize the levy of special tax.

DPIF3 CA 36 ONTARIO RANCH, LLC, has provided a written petition to the City requesting the formation of a community facilities district, along with a deposit pursuant to a Deposit Agreement dated May 1, 2023, for the Rich Haven Industrial Services project. The project will be an industrial development of approximately 52.97 gross acres located south of Schaefer Avenue, north of Ontario Ranch Road, west of Hamner Avenue, and east of Mill Creek Avenue. As proposed, the project is anticipated to include 1,003,918 square feet of industrial space at build-out.

Included, as part of the Resolution of Intention, is the proposed Rate and Method of Apportionment of Special Tax for the district. The term and structure of the Rate and Method of Apportionment of Special Tax for the Rich Haven Industrial Services project is consistent with the City Council's adopted Mello-Roos local goals and policies.

City Staff has discussed the proposed Rate and Method of Apportionment of Special Tax with the landowner. As proposed, the Resolution of Intention to establish the district and to levy special taxes will set a public hearing date on the formation of the community facilities district for the regularly scheduled City Council meeting on Tuesday, June 18, 2024.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 68 (RICH HAVEN INDUSTRIAL SERVICES) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN

WHEREAS, Section 53318 of the Mello-Roos Community Facilities Act of 1982 (the "Act") provides that proceedings for the establishment of a community facilities district shall be instituted by a legislative body of a local agency when a petition requesting the institution of the proceedings signed by the owners of not less than 10% of the area of land proposed to be included within the community facilities district and not proposed to be exempt from the special tax, describing the boundaries of the territory that is proposed for inclusion in the area and specifying the type or types of services to be financed by the community facilities district is filed with the clerk of the legislative body; and

WHEREAS, Section 53318 of the Act further provides that such a petition may not be acted upon until the payment of a fee in an amount that the legislative body determines, within 45 days of receiving such petition, is sufficient to compensate the legislative body for all costs incurred in conducting proceedings to create a community facilities district pursuant to the Act; and

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City"), has received from DPIF3 CA 36 ONTARIO RANCH, LLC (the "Landowner") a written petition (the "Petition"), requesting the City Council to institute proceedings pursuant to the Act to establish a community facilities district (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax within the Community Facilities District, describing the boundaries of the territory that is proposed for inclusion in the Community Facilities District and specifying the types of services to be financed by the Community Facilities District; and

WHEREAS, in connection with such request to institute proceedings to establish the Community Facilities District, the Landowner paid a fee in an amount that the City Council has determined is sufficient to compensate the City Council for all cost incurred in conducting proceedings to create the Community Facilities District pursuant to the Act; and

WHEREAS, the Landowner has represented and warranted to the City Council that the Landowner is the owner of 100% of the area of land proposed to be included within the Community Facilities District and not proposed to be exempt from the special tax;

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

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. The City Council hereby finds that the Petition is signed by the landowner owning the requisite area of land proposed to be included within the Community Facilities District and not proposed to be exempt from the Special Tax.

Section 3. The City Council proposes to establish the Community Facilities District under the terms of the Act. The boundaries of the territory proposed for inclusion in the Community Facilities District are described in the map showing the proposed Community Facilities District (the "Boundary Map") on file in the office of the City Clerk of the City (the "City Clerk"), a copy of which is attached hereto as Exhibit A, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to sign the original Boundary Map and record, or cause to be recorded, the Boundary Map with all proper endorsements thereon in the office of the San Bernardino County Recorder within 15 days of the date of adoption of this Resolution, all as required by Section 3111 of the California Streets and Highways Code.

Section 4. The name proposed for the Community Facilities District is "City of Ontario Community Facilities District No. 68 (Rich Haven Industrial Services)."

Section 5. The services (the "Services") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Services" on Exhibit B hereto. The incidental expenses proposed to be incurred are identified under the caption "Incidental Expenses" on Exhibit B hereto. No facilities are proposed to be financed by the Community Facilities District.

Section 6. The City Council proposes that, except where funds are otherwise available, the Community Facilities District be authorized to annually levy within the Community Facilities District a special tax (the "Special Tax") sufficient to pay for all Services, secured by recordation of a continuing lien against all nonexempt real property in the Community Facilities District. The rate, method of apportionment and manner of collection of the Special Tax in sufficient detail to allow each landowner or resident within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay, is specified in the Rate and Method of Apportionment of Special Tax (the "Rate and Method") attached hereto as Exhibit C, which is by this reference incorporated herein. The obligation to pay the Special Tax may not be prepaid and permanently satisfied. The Special Tax will be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

Section 7. The Special Tax may only finance the Services to the extent that they are in addition to those provided in the territory of the Community Facilities District

before the Community Facilities District is created. The Services may not supplant services already available within that territory when the Community Facilities District is created.

Section 8. The City Council hereby fixes Tuesday, June 18, 2024, at 6:30 p.m., or as soon thereafter as the City Council may reach the matter, at 303 East B Street, Ontario, California, as the time and place when and where the City Council will conduct a public hearing on the establishment of the Community Facilities District; provided, that, in the event the June 18, 2024 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

Section 9. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of the proposed Community Facilities District. Publication of said notice shall be completed at least seven days prior to the date herein fixed for said public hearing. Said notice shall contain all of the information prescribed by Section 53322 of the Act.

Section 10. The authorization to levy the Special Tax shall be submitted to the qualified electors of the Community Facilities District at a special election. The proposed voting procedure shall be a vote by the landowners in the Community Facilities District conducted by mail or hand-delivered ballots, with each owner having one vote for each acre or portion of an acre such owner owns in the Community Facilities District.

Section 11. Each officer of the City who is or will be responsible for providing one or more of the proposed types of Services is hereby directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the Services by type that will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing the Services. Such officers are hereby also directed to estimate the fair and reasonable cost of the incidental expenses proposed to be paid. Such report shall be made a part of the record of said public hearing.

Section 12. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 13. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 14. This Resolution shall take effect immediately upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of May, 2024.

_____
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 Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 7, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held May 7, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

BOUNDARY MAP

EXHIBIT B

SERVICES AND INCIDENTAL EXPENSES

Services

The types of City services to be financed by the Community Facilities District are police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services , maintenance and operation of fiber optic telecommunication, wireless communication and public safety camera systems and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

Incidental Expenses

The incidental expenses proposed to be incurred include the costs associated with the creation of the Community Facilities District, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District.

EXHIBIT C

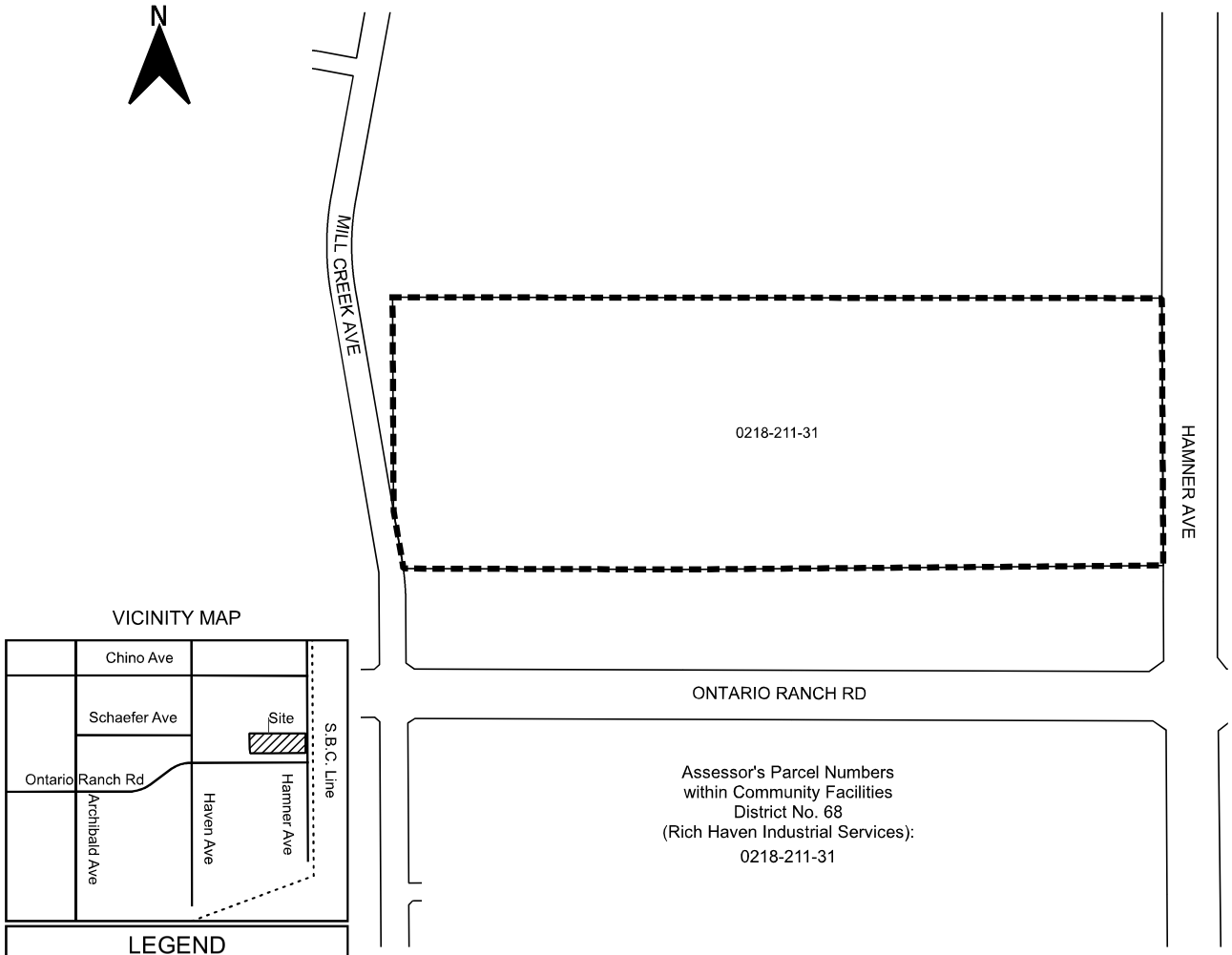
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

SHEET 1 OF 1

PROPOSED BOUNDARIES OF

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 68
(RICH HAVEN INDUSTRIAL SERVICES)

SAN BERNARDINO COUNTY, STATE OF CALIFORNIA



VICINITY MAP

LEGEND

City of Ontario Community Facilities District No. 68 (Rich Haven Industrial Services)

Assessor's Parcel Lot Line

NOTE: Reference is hereby made to the Assessor Maps of the County of San Bernardino for a description of the lines and dimensions of any parcels shown hereon.

(1) Filed in the office of the Clerk of the City of Ontario this _____ day of_____, 2024.

_____
Sheila Mautz,
Clerk of the City of Ontario, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Ontario Community Facilities District No. 68 (Rich Haven Industrial Services), San Bernardino County, State of California, was approved by the City Council of the City of Ontario at a regular meeting thereof, held on the _____ day of _____, 2024, by its Resolution No. _____.

_____
Sheila Mautz,
Clerk of the City of Ontario, California

CITY OF ONTARIO INCORPORATED DECEMBER 1891 CALIFORNIA

San Bernardino County Recorder's Certificate

This map has been filed under Document Number _____, this _____ day of _____, 2024, at _____.m, in Book _____ of Maps of Assessment and Community Facilities Districts at page _____, in the office of the County Recorder in San Bernardino County, State of California, at the request of the City of Ontario in the amount of $_____.

Chris Wilhite
Assessor-Recorder
San Bernardino County

By: _____
Deputy Recorder

GCG
GOODWIN CONSULTING GROUP

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 68
(RICH HAVEN INDUSTRIAL SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax shall be levied on all Assessor's Parcels in the City of Ontario Community Facilities District No. 68 (Rich Haven Industrial Services) ("CFD No. 68") and collected each Fiscal Year commencing in Fiscal Year 2024-25, in an amount determined by the City Council of the City of Ontario through the application of the Rate and Method of Apportionment, as described below. All of the real property in CFD No. 68, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms as may hereinafter be set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 68: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 68 or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City or CFD No. 68 related to an appeal of the Special Tax; the City's administration fees and third party expenses; the costs of City staff time and reasonable overhead related to CFD No. 68; and amounts estimated or advanced by the City or CFD No. 68 for any other administrative purposes of CFD No. 68, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"CFD Administrator" means an official of the City responsible for determining the Special Tax Requirement, providing for the levy and collection of the Special Tax, and performing the other duties provided for herein.

"CFD No. 68" means City of Ontario Community Facilities District No. 68 (Rich Haven Industrial Services).

"City" means the City of Ontario, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 68.

"County" means the County of San Bernardino.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Gated Community Attached Dwelling Unit" means a Unit within any residential building containing two or more dwelling units (including attached condominiums, townhouses, duplexes, triplexes, and apartments) within a gated community that, within such community, is primarily served by private interior streets.

"Land Use Class" means any of the classes listed in Table 1 below.

"Lower Income Household Welfare Exemption Property" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 68 that is subject to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the most recent County assessor's roll finalized prior to such Fiscal Year.

"Maximum Special Tax" means, with respect to an Assessor's Parcel of Taxable Property, the maximum Special Tax determined in accordance with Section C below that can be levied in any Fiscal Year on such Assessor's Parcel of Taxable Property.

"Multiple Family Dwelling Unit" means a Unit within any residential building containing two or more dwelling units, including attached condominiums, townhomes, duplexes, triplexes, and apartments, but excluding Gated Community Attached Dwelling Units.

"Non-Residential" means any buildings that are for commercial lodging use, commercial retail use, institutional use (e.g., churches, private schools), commercial restaurant use, office use, or industrial use.

"Non-Residential Property" means, for each Fiscal Year, an Assessor's Parcel for which a building permit for new construction was issued after January 1, 2022, and before May 1 of the prior Fiscal Year, for a Non-Residential use.

"Property Owner Association Property" means, for each Fiscal Year, property within the boundaries of CFD No. 68 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property.

"Public Property" means, for each Fiscal Year, property within the boundaries of CFD No. 68 that is (a) owned by, irrevocably offered to, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency or (b) encumbered by an easement for purposes of public or utility right-of-way that makes impractical its use for any purpose other than that set forth in such easement, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment of Special Tax.

"Residential Property" means, for each Fiscal Year, an Assessor's Parcel for which a building permit for new construction of one or more Units was issued after January 1, 2022, and before May 1 of the prior Fiscal Year.

"Services" means the services authorized to be financed, in whole or in part, by CFD No. 68, including: police protection services; fire protection and suppression services; ambulance and paramedic services; maintenance and lighting of parks, parkways, streets, roads, and open space; flood and storm protection services; and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

"Single Family Detached Dwelling Unit" means any residential building containing only one Unit on one legal lot, including single family residences and single family detached residential condominium units.

"Special Tax" means the special tax authorized by the qualified electors of CFD No. 68 to be levied within the boundaries of CFD No. 68.

"Special Tax Requirement" means the amount necessary in any Fiscal Year to pay the cost of the Services, Administrative Expenses, and an amount equal to Special Tax delinquencies based on the historical delinquency rate for Special Taxes, as determined by the CFD Administrator.

"Square Footage" or **"Sq. Ft."** means, with respect to a building of Non-Residential Property, the gross floor area square footage reflected on the original construction building permit, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 68, for such building, plus any square footage subsequently added to a building of Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

"State" means the State of California.

"Taxable Property" means, for each Fiscal Year, all Assessor's Parcels of Residential Property and Non-Residential Property within the boundaries of CFD No. 68 which are not exempt from the Special Tax pursuant to law or Section E below.

"Unit" means an individual single-family detached or attached home, townhome, condominium, apartment unit, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2024-25, all Taxable Property within CFD No. 68 shall be classified as Residential Property (Single Family Detached Dwelling Unit, Multiple Family Dwelling Unit, or Gated Community Attached Dwelling Unit) or Non-Residential Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX

The Maximum Special Tax for each Assessor's Parcel classified as Taxable Property shall be determined by reference to Table 1 below.

TABLE 1
MAXIMUM SPECIAL TAX

Land Use Class	Maximum Special Tax Fiscal Year 2024-25
Residential Property:	
Single Family Detached Dwelling Unit	$1,501.46 per Unit
Multiple Family Dwelling Unit	$1,301.19 per Unit
Gated Community Attached Dwelling Unit	$1,091.19 per Unit
Non-Residential Property	$0.273800 per Sq. Ft.

On January 1 of each Fiscal Year, commencing January 1, 2025, the Maximum Special Tax to be applied in the next Fiscal Year shall be subject to an automatic increase at a rate equal to 4.0% of the amount in effect for the prior Fiscal Year.

In some instances an Assessor's Parcel of Taxable Property may contain more than one Land Use Class. The Maximum Special Tax levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax for all Units of Residential Property and Square Footage of Non-Residential Property (based on the applicable building permits, final subdivision map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2024-25, the CFD Administrator shall determine the Special Tax Requirement. The Special Tax shall then be levied Proportionately on each Assessor's Parcel of Taxable Property up to 100% of the applicable Maximum Special Tax for such Assessor's Parcel, until the Special Tax Requirement is satisfied. However, the Special Tax levied in any Fiscal Year shall not increase by more than 4.0% of the amount of the Special Tax levied in the prior Fiscal Year.

E. EXEMPTIONS

Notwithstanding anything in this Rate and Method of Apportionment to the contrary, no Special Tax shall be levied on Public Property or Property Owner Association Property.

No Special Tax shall be levied on Lower Income Household Welfare Exemption Property; provided, however, that if, in any Fiscal Year, applicable law does not require that Lower Income Household Welfare Exemption Property be exempt from some portion, or all, of the Special Tax, such portion, or all, of the Special Tax shall be levied on such property in accordance with this Rate and Method of Apportionment based on the Land Use Class to which the Assessor's Parcel is assigned.

F. APPEALS

Any property owner may file a written appeal of the Special Tax with CFD No. 68 claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council, whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then the CFD Administrator shall determine if sufficient Special Tax revenue is available to make cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Tax levy(ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Special Taxes may be collected in such other manner as the City Council shall determine, including direct billing of affected property owners.

H. TERM OF SPECIAL TAX

The Special Tax shall continue to be levied indefinitely on an annual basis on all Taxable Property in CFD No. 68.

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Janny Phan Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **A PROFESSIONAL SERVICES AGREEMENT FOR HAZARDOUS MATERIALS COLLECTION AND DISPOSAL SERVICES WITH GRAYMAR ENVIRONMENTAL SERVICES, INC.**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute a General Services Agreement for up to five years with GrayMar Environmental Services, Inc, located in Moses Lake, Washington, for Hazardous Materials Collection and Disposal Collection Services, for an amount not-to-exceed $2,271,500.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2023-24 Current Budget includes appropriations in the General Fund, Equipment Services Fund, Water Operating Fund, and Facilities Maintenance Fund for containment, collection, and disposal of hazardous materials. Funding for these services is included in the operating budgets for the Fire Department, Police Department, Public Works Agency, and the Ontario Municipal Utilities Company. The recommended Agreement is $413,000 per year plus a 10% contingency of $41,300 for a total annual not-to-exceed cost of $454,300. At the City's discretion, four (4) additional one-year extensions may be exercised for a total contract amount not-to-exceed $2,271,500 over the five-year term.

BACKGROUND & ANALYSIS: The Ontario Fire Department's Hazardous Materials team and Fire Investigators routinely respond to calls for service involving the illegal or accidental release of hazardous waste or materials on public property. These incidents require immediate action to contain and dispose of the hazardous materials. Examples include motor oil spills, abandoned paint cans, and household solvents. Additionally, the City's household hazardous waste program and fleet maintenance program generate materials and waste products that must be properly disposed of in accordance with State and Federal regulations. As a result, the Ontario Municipal Utilities Company and the Public Works Agency each independently contracted for hazardous waste removal services at regular intervals.

On March 17, 2020, the City Council approved a maximum four-year term Agreement for hazardous materials collection and disposal services. That Agreement utilized a coordinated contracting approach to address the needs throughout the City with primary responsibility for contract management residing with the Fire Department. With the current Agreement expiring June 30, 2024, the City solicited proposals through the City's bid management system in February 2024 to support this broader approach to hazardous materials collection and disposal. Three proposals were submitted from the 132 potential bidders. Staff reviewed proposals for required licenses, content, clarity, experience, cost, and references. GrayMar Environmental Services, Inc., located in Moses Lake, Washington, was recommended by a review committee consisting of representatives from various City departments that utilize hazardous materials collection and disposal services. The selection committee found GrayMar Environmental Services, Inc. to be highly qualified, and highly recommended and found their overall pricing to be favorable relative to the other proposals. Staff is recommending an Agreement with GrayMar Environmental Services, Inc. for one-year, with four (4) optional one-year terms at a total not-to-exceed of $2,271,500 for the five-year Agreement.

CITY OF ONTARIO
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SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO

AGREEMENT FOR GENERAL SERVICES

1. PARTIES AND DATE

This Agreement for General Services ("Agreement") is made and entered as of _____, by and between the by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **GrayMar Environmental Services, Inc.**, a **Corporation** with its principal place of business at **601 S. Pioneer Way Ste F218, Moses Lake, WA 98837** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS

2.01 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain **Hazardous Waste Collection and Disposal Services** required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing these types of services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.02 Project.

City desires to engage Contractor to render such services for the **Hazardous Waste Collection and Disposal Services** ("Project") as set forth in this Agreement.

3. TERMS

3.01 Scope of Services and Term.

a. General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance

with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

b. Term. The term of this Agreement shall be from **July 1, 2024** to **June 30, 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 **4** 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.

3.02 **Compensation.**

a. Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”B” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Four-Hundred Thirteen Thousand Dollars ($413,000)** without written approval of **City 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.

b. Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

c. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

d. Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.03 **Responsibilities of Contractor.**

a. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor’s officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security

taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

b. Schedule of Services/Time for Performance.

i. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

ii. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

iii. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

c. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

d. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as

follows: **Dean Matsuoka, General Manager, and Terrence Wood, Technical Services Manager.**

e. City's Representative. City hereby designates **Mike Wedell, Fire Deputy Chief**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

f. Contractor's Representative. Contractor hereby designates **Dean Matsuoka, General Manager, and Terrence Wood, Technical Services Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

g. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

h. Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

i. Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the

indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

j. Insurance.

i. Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

ii. Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $2,000,000 per occurrence and no less than $4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(2) Automobile Liability Insurance with MCS-90 endorsement: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $2,000,000 combined limit for each occurrence.

(3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(4) Pollution Liability: Pollution Liability applicable to the work being performed, with a limit no less than $1,000,000 per claim or occurrence and $1,000,000 aggregate per policy period of one period.

iii. Insurance Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(1) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(3) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

iv. Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

v. Waiver of Subrogation. All required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

vi. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

vii. Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

viii. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

ix. Enforcement of Agreement Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

x. Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

xi. Additional Insurance Provisions

(1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(2) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(3) The City may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.

(4) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(5) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit the Contractor's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(6) Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

xii. Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

k. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.04 **Labor Code Requirements.**

a. Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

d. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.05 **Termination of Agreement.**

a. Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

b. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

c. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.06 **Indemnification.**

a. Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

b. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.07 **General Provisions.**

a. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

b. Independent Contractors and Subcontracting.

i. Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees,

including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

ii. Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

c. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

GrayMar Environmental Services, Inc.
601 S. Pioneer Way Ste F218
Moses Lake, WA 98837

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: **Mike Wedell, Fire Deputy Chief**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

d. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

e. Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

f. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

g. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

h. Time of Essence. Time is of the essence for each and every provision of this Agreement.

i. City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

j. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

k. Assignment or Transfer. shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

l. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

m. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

n. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

o. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

p. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

q. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

r. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

s. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

t. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

u. Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

v. Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

w. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

SIGNATURE PAGE FOR AGREEMENT FOR GENERAL SERVICES BETWEEN THE CITY OF ONTARIO AND GRAYMAR ENVIRONMENTAL SERVICES, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____

Scott Ochoa
City Manager

Approved as to Form:

_____

Best Best & Krieger LLP
City Attorney

Attested By:

_____

City Clerk

GRAYMAR ENVIRONMENTAL SERVICES, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"

SCOPE OF SERVICES

HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

BACKGROUND INFORMATION

Geographically, the City of Ontario covers approximately 50 square miles.

GENERAL INFORMATION

1. The service provider under this contract will provide services in connection with hazardous materials incidents as requested by the Ontario Fire Department (OFD) and services in connection with the proper disposal treatment or recycling of hazardous waste generated by the City of Ontario Community Life and Culture Agency, the Ontario Municipal Utilities Company at the Ontario Municipal Service Center, the Police Department, and Public Works. Contractor should provide sufficient and clean 55-gallon drums for waste containment.

   The City of Ontario does not guarantee a specific volume of waste for Hazardous Waste Service. The Contractor can anticipate waste generated by the Community Life and Culture Agency, the Ontario Municipal Utilities Company and the Public Works Agency to include the following; aqueous cleaning solution, absorbent and oil, gasoline and water, asphalt tack oil, diesel fuel, waste oil, engine coolant, water based paint, diesel emulsion, and dirt. Approximately 5,500 gallons of waste are generated annually by the City.

2. The Contractor will identify hazard, neutralize, contain, collect, remove, and dispose of chemicals, hazardous substances, bio-hazard waste, and other spilled or abandoned materials, including removal of contaminated surfaces. The Ontario Fire Department has full authority to determine the services to be performed by the Contractor if requested for emergency response services. The Ontario Municipal Utilities Company has full authority to determine the services to be performed by the contractor if requested for waste generated by vehicle equipment and facilities maintenance. The Police Department (OPD) has full authority to determine the services to be performed by the contractor if requested for waste pick up and disposal.

3. In some cases, it may be appropriate to have the Contractor provide the full range of services from identification through collection and disposal of the spilled materials. The Contractor's services should be utilized whenever there is any question regarding employee, public, and environmental safety, or whenever their expertise, techniques, or equipment are needed.

4. Payment will be based upon the applicable Contractor's attached price schedule for labor, materials, and equipment. Labor, materials and equipment rates shall remain fixed for one year. Any changes or additions to the listed rates are allowed only by mutual written agreement between City and the Contractor.

5. Contractor will mail itemized invoices for work performed to the City Accounts Payable Department. Invoices must reference current purchase order number. It is understood and agreed that payment will be made, based on agreed prices for actual services rendered and authorized by the City and will be made in arrears.

6. The invoice must identify the date, time, location, incident number, name of person requesting service, and detailed information on the load of materials for the Community Life and Culture Agency, the Ontario Municipal Utilities Company, Fire, Police Departments, and the Public Works Agency.

STATEMENT OF WORK

1. The City will evaluate the circumstances involved at the scene to estimate the time necessary and the amount of equipment necessary for proper response to the emergency.

2. For emergency response services, the Contractor will respond within one half hour after being notified by the OFD to proceed with the work. The start of billing time shall not be based on arrival time. Billing shall start at the time of cleanup. The Contractor hereby agrees to dispatch forces and equipment to furnish all labor, materials, tools, equipment and incidentals to provide emergency services necessary to identify, neutralize, contain, collect, and remove chemicals, hazardous substances, and other materials, spilled abandoned or seized, including the removal of contaminated surfaces where necessary. Contractor will be on scene within ninety minutes of being dispatched unless mitigating circumstances prevent the Contractor from fulfilling this requirement (multiple calls, disaster condition). In the event the Contractor does not arrive on scene within the ninety minute response time, a penalty of $100.00 per hour, or any part of ninety minutes, will be deducted from the Contractors invoice as a City standby cost fee.

3. For services requested by the Community Life and Culture Agency and the Ontario Municipal Utilities Company, the Contractor will be notified by telephone and shall respond within three (3) working days to dispose, treat, or recycle waste generated by the City.

4. At the direction of an authorized City Representative, the Contractor must be able to pick up hazardous waste materials from the City's contracted refuse disposal facility.

5. Registration with the California Environmental Protection Agency, Toxic Branch, and the San Bernardino County Environmental Health Department shall be kept current at all times.

6. Hazardous materials are defined in CCR Title 22, Section 2541, and CFR Title-49. When hazardous material is spilled or abandoned in the city limits, it must be cleaned up according to the appropriate regulatory agency requirements.

7. All removed materials and substances shall be safely collected, handled, transported, stored and disposed of in full compliance with all applicable federal, state, and local, ordinances, rules, and regulations according to the Resource Conservation and Recovery Act (RCRA).

8. Clean-up/salvage and/or disposal will be coordinated with the input received from responsible county and/or state regulatory agencies.

9. The City Official in charge at the spill site, or the personnel at the Public Works Site, will authorize the transfer of the hazardous waste by signing the Uniform Hazardous Waste Manifest and will immediately receive a copy of it.

10. The Contractor is required to provide the City accurate information on the type of transporting equipment used, route of movement, delays in transit, additional costs for temporary storage

should the disposal site be closed for the evening or weekend, disposal site delays such as requirements for full laboratory analysis, etc. and reasons for transporting to a disposal site farther away than the nearest site that is authorized by the United States Environmental Protection Agency and the California Department Health Services to handle the specific material spilled, abandoned, or collected.

11. Spilled, abandoned, or collected material may be transported to a registered transfer storage and disposal facility (TSDF) where it may be commingled with other clients waste for more efficient handling, cost saving, analysis, and transportation to a registered landfill or recycler. In such cases, the total costs shall not exceed the estimated costs of handling, analysis, and handling directly from the site or the landfill or recycler. Contractors planning this shall include a TSDF price list for this work with their proposal and price list.

12. No later that 48 hours after completion of all work at the site, the Contractor will provide the City with an invoice of the actual cost involved in the abatement of the spill. Please refer back to **General Information, Section 6**, for invoicing requirements. The start of billing time shall not be based on arrival time. Billing shall start at the time of cleanup.

13. All labor, equipment, materials, and other items of work provided by the Contractor shall be documented.

TRAFFIC CONTROL AND SCENE SECURITY

Traffic control and scene security, including barricades, portable flashing beacons, detours, and/or any other traffic control devices when necessary to accomplish the contract work will be the responsibility of the City.

REQUEST FOR SERVICES

The Contractor will have staff on call at all times to receive requests for services and to advise the City personnel regarding immediate protective measures. The Contractor shall be prepared to dispatch technicians within one half hour after notice to proceed to analyze materials as necessary or to commence clean-up for emergency response services. Contractor will be on scene within ninety minutes of being notified and authorized to respond.

OTHER CONTRACTS

If the Contractor is not able to respond, it is the responsibility of the Contractor to provide an **alternate** properly licensed Company to fulfill the obligations of this contract.

EXHIBIT "B"

COMPENSATION

LABOR RATES		STRAIGHT RATE/ NON-EMERGENT*	OVERTIME/ EMERGENT**
1.	Laborer/Field Technician****	$ 92.05	$ 120.00
2.	Lead Technician/Supervisor****	$ 97.00	$ 126.00
3.	Equipment Operator****	$ 121.80	$ 159.00
4.	Chemist/Hygienist	$ 103.00	$ 125.00
5.	Coordinator/Project Manager	$ 114.00	$ 135.00

Special Note: **** denotes prevailing rate and positions

UNOPERATED EQUIPMENT RATES		HOURLY RATE
1.	1/2 Ton Pickup Truck	$ 65.00
2.	One Ton Stake-bed Truck	$ 95.00
3.	100 BBL Black Iron Vacuum Truck	$ 130.00
4.	100 BBL Stainless Steel Acid Vacuum Truck	$ 130.00
5.	Front Loader/Backhoe	$ 110.00
6.	Roll-Off Single Bin Truck	$ 120.00
7.	Emergency Response Truck	$ 95.00
8.	20-30 Drum Bobtail Van	$ 95.00
9.	40-60 Semi-van	$ 145.00

Emergent and Non-Emergent will determined and communicated by the City personnel to supplier.

*Straight time – 7:30 a.m. to 5:00 p.m. Monday through Friday
**Overtime – Time other than straight time

FEE SCHEDULE - continued

MATERIAL RATES	RATE
1. Absorbent/Vermiculite: 4 cubic Bag	$ 60.00
2. Caustic Soda: 50 lb Bag	$ 60.00
3. Simple Green / Degreaser	$ 35.00 per gallon
4. 5 Gallon Open Top Poly Drum	$ 35.00
5. 15 Gallon Open Top Poly Drum	$ 62.00
6. 30 Gallon Open Top Poly Drum	$ 85.00
7. 55 Gallon Open Top Poly Drum	$ 132.00
8. 55 Gallon DOT Drum	$ 120.00
9. 85-95 gallon DOT Recovery Drum	$ 315.00 Metal
10. Level A Safety Suit	$ 1,950.00 per change out
11. Level B Safety Suit	$ 185.00 w/2 bottles air
12. Level C Safety Suit	$ 55.00
13. Level D Personal Protective Clothing	$ 30.00
14. 6 Mil Drum Liner	$ 7.00 each
15. Try-Wall Boxes	$ 135.00

Disposal Rate:

Cost + 15% (copy of TSDF invoice must be submitted with Contractor's invoice)

GRAYMAR ENVIRONMENTAL

CITY OF ONTARIO
2024 Rate Sheet

Description	UOM	Price	
PERSONNEL			
		Scheduled	**ER**
Incident Commander	HR	170.00	195.00
Senior Project Manager	HR	144.00	165.00
Environmental Engineer	HR	137.00	160.00
Environmental Scientist	HR	137.00	160.00
Health and Safety Manager	HR	124.00	145.00
Project Manager	HR	114.00	135.00
Chemist	HR	103.00	125.00
Project Coordinator	HR	88.00	110.00
Supervisor (PREVAILING WAGE- SAN BENADINO COUNTY, CA)	HR	97.00	126.00
Driver (PREVAILING WAGE - SAN BENADINO COUNTY, CA)	HR	121.80	159.00
Equipment Operator (PREVAILING WAGE - SAN BENADINO COUNTY, CA)	HR	121.80	159.00
Vessel Operator (PREVAILING WAGE- SAN BENADINO COUNTY, CA)	HR	121.80	159.00
Confined Space Rescue Technician (PREVAILING WAGE - SAN BENADINO COUNTY, CA)	HR	92.05	120.00
Technician (PREVAILING WAGE - SAN BENADINO COUNTY, CA)	HR	92.05	120.00
Office Administrator	HR	50.00	60.00
Personnel Notes:			
1. *Minimum call-out is four (4) hours per person. Personnel are charged in half-hour increments. Charges are portal-to portal.*			
Z. *Straight Time - Monday through Friday from 0700-1500, including a chargeable 1/Z hour meal break.*			
3. *Overtime - Monday through Friday 1500 to 1900 and the 1st 8 hours on Saturday. OT= 1.S x the hourly rate.*			
4. Double Time - Monday through Friday from 1900-0700, all subsequent hours on Saturday, and all hours on Sunday and holidays. DT = 2.0 x the hourly rate.			
5. *Rate categories apply to personnel working during specified times of day regardless of the number of hours worked for the Client on that particular day.*			
6. *Surcharges apply for remote sites and prevailing wage projects.*		*Prevailing wage positions for the City of Ontario contract per RFP highlighted in Orange*	
PER DIEM / LODGING (PER PERSON)			
Per Diem	DAY	55.00	
Lodging (rate subject to surcharge)	DAY	225.00	
EQUIPMENT- POWERED TRUCKS (NON-OPERATED)			
Service Truck	HR	65.00	
Box Truck	HR	95.00	
Dump Truck, 5-Axle	HR	120.00	
Dump Truck w/Trailer, 8-Axle	HR	150.00	
Tractor w/End Dump Trailer	HR	145.00	
Tractor w/Dry Van	HR	145.00	
Tractor w/Flatbed/Lowboy Trailer	HR	145.00	
Tractor w/Roll Off Trailer	HR	145.00	
Roll Off Truck Straight	HR	120.00	
Tractor w/Vacuum Trailer	HR	130.00	
Vacuum Truck, Straight	HR	125.00	

GRAYMAR ENVIRONMENTAL

CITY OF ONTARIO
2024 Rate Sheet

Description	UOM	Price
Tractor w/7k-10k Gal Vacuum Trailer	HR	225.00
High Powered Vacuum Truck/Guzzler/Vactor	HR	325.00
Guzzler w/High Rail	HR	365.00
SUPPORT EQUIPMENT		
Emergency Response Trailer	DAY	495.00
Technical Response Trailer	DAY	950.00
Utility/ Support Trailer	DAY	495.00
Incident Command Trailer	DAY	1050.00
Dump Trailer	DAY	295.00
Ramps, Roll Off Bin	DAY	350.00
ATV	DAY	450.00
Jetter Trailer	HR	110.00
Skid Mounted Vacuum System	HR	105.00
Trailer Mounted Mini-Guzzler	HR	105.00
Pressure Washer	DAY	425.00
Power Broom	DAY	125.00
High Pressure Washer Surface Cleaner	DAY	165.00
High Pressure Blaster - 10,000 PSI 150 HP	HR	125.00
High Pressure Blaster - 20,000 PSI 150HP	HR	195.00
High Pressure Blaster Dry Dump System	DAY	1500.00
2D/Automated Nozzle (High Pressure Blaster)	HR	65.00
3D / Automated Nozzle (High Pressure Blaster)	HR	80.00
Hydroblaster Foot Pedal	Day	165.00
Hydroblaster Hose	FT	4.25
Portable Lights	DAY	45.00
Light Tower, Towable	DAY	350.00
Intrinsically Safe Drop Light	DAY	95.00
Generator 3.5 to 7.5 kW	DAY	295.00
Air Compressor 100-385 CFM	DAY	285.00
1" - 4" Pump, Petroleum and Chemical	DAY	285.00
Drum Vacuum	DAY	240.00
Electric Drum Pump	DAY	125.00
PNEUMATIC POWER TOOLS		
3/4" Drill, Rotary Hammer	DAY	91.00
Jackhammer, Up to 90Lb	DAY	125.00
Pneumatic Chipping Gun	DAY	95.00
Steel Nibbler, Pneumatic	DAY	122.00
MARINE RESPONSE EQUIPMENT		
Boat/Workskiffwithout Motor	DAY	250.00
Containment Boom - Per Foot Per Day	FT	3.15
Vessel, 12-14' with Motor	HR	75.00
Vessel, 15-17' with Motor	HR	125.00
Vessel, 18-22' with Motor	HR	210.00
Vessel, 23-26' with Motor	HR	285.00

GRAYMAR ENVIRONMENTAL

CITY OF ONTARIO
2024 Rate Sheet

Description	UOM	Price
Drum Skimmer	DAY	1250.00
Weir Skimmer	DAY	395.00
1/2" Dynamic Rope	FT	1.50
VHF Marine Radio	DAY	35.00
PFD's	DAY	30.00
SAFETY MONITORING EQUIPMENT		
4 Gas/5 Gas Meter	DAY	325.00
Draeger Air Monitoring Pump	DAY	165.00
Draeger Tube	EA	65.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	1050.00
Mercury Vapor Analyzer	DAY	950.00
Personal Air Pump	DAY	125.00
Radiological Meter	DAY	125.00
PIO Meter	DAY	275.00
HOSES/PIPE		
1" - 6" Pump Hose	FT	2.00
4" Flex Hose	FT	3.50
6" Flex Hose	FT	5.50
Wash Hose, 1/2" x 50'	DAY	15.00
HEAVY EQUIPMENT (NON-OPERATED)		
Backhoe	HR	110.00
Mini Excavator	HR	96.00
Excavator 10 - 20 Ton	HR	240.00
Excavator 21- 50 Ton	HR	285.00
Excavator 51- 90 Ton	HR	345.00
Excavator W/Shear Attachment	HR	385.00
Loader, 3 Yard Bucket	HR	185.00
Dozer (D6 or Equivalent)	HR	225.00
Skidsteer	HR	96.00
Water Truck	HR	115.00
Roller, 66" or Equivalent	HR	95.00
Plate Compactor	HR	65.00
MATERIAL HANDLING/SUPPORT EQUIPMENT		
Forklift	HR	65.00
Telehandler	HR	96.00
Pallet Jack	DAY	45.00
Drum Dolly	DAY	35.00
Skidsteer Fork Attachment	DAY	225.00
Skidsteer Sweeper Attachment	DAY	295.00
Skidsteer Drum Attachment	DAY	225.00
Sawzall	DAY	90.00
Impact Drill	DAY	65.00
Cut-Off Saw	DAY	160.00

GRAYMAR ENVIRONMENTAL

CITY OF ONTARIO
2024 Rate Sheet

Description	UOM	Price
Concrete Saw	HR	50.00
SITE SUPPORT		
Mercury Vacuum	DAY	785.00
Wet Vacuum (Shop Vac)	DAY	50.00
15 Gal HEPA Vacuum	DAY	172.00
Filter Bags - 25 Micron	EA	12.00
Filtration Bag for Mercury Vacuum	EA	35.00
Air Scrubber/Negative Air Machine (up to 2.000 CFMJ	DAY	375.00
Air Scrubber/Negative Air Machine Filter	EA	195.00
6,000 Gal Poly Acid Tank	DAY	155.00
12,000 Gal Poly Acid Tank	DAY	195.00
20,000 Gal Frac Tank	DAY	95.00
Spill Containment - Frac Tank	DAY	75.00
Dewatering Box	DAY	75.00
Roll Off Container	DAY	35.00
Vacuum Box, Watertight	DAY	95.00
Fogger	DAY	250.00
Hudson Sprayer	DAY	40.00
Tygard/Typatch	FT	5.50
Tygard Secure System	EA	350.00
Dunnage Bags	EA	18.00
Cable Seals	EA	6.50
Hand Tools	DAY	25.00
Portable Restroom/Hand Wash Station	DAY	85.00
Disposable Hand Pump	EA	30.00
Fence, Silt 50'	EA	195.00
Orange Snow/Safety Fence 100'	EA	85.00
Steel T-Post	EA	15.00
Starlink System High Speed Internet	DAY	65.00
Hand-Held Radio	DAY	35.00
Satellite Phone	DAY	280.00
SPECIALTY EQUIPMENT		
Tanker Rollover Kit	DAY	650.00
Cutting/Demo Torch Set	DAY	390.00
Nitrogen Cylinder	DAY	95.00
Welding Machine	DAY	450.00
Pressure Gauge Kit	DAY	425.00
Copus Blower (CP-20)	DAY	215.00
Electric Blower	DAY	75.00
Explosion Proof Pnuematic Fan Blower	DAY	95.00
Pipe Inspection Camera	DAY	375.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	395.00
Tripod/Highline	DAY	395.00

GRAYMAR ENVIRONMENTAL

CITY OF ONTARIO
2024 Rate Sheet

Description	UOM	Price
Harness and Lanyard	**DAY**	95.00
Belay System (High Angle Repelling)	**DAY**	1195.00
Equipment Notes:		
1. Minimum call-out is four (4) hours. Prices do not include operator or Juel surcharge.		
2. All charges are portal to portal, beginning with equipment mobilization from GrayMar's Operations Centers. Time charges terminate after the operation, which includes demobilization back to operations centers and completion of any decontamination, re-stocking, and repair.		
3. Client agrees to pay GrayMar, in accordance with the rates contained in this Rate Sheet, for any cleaning or repairs necessary to return equipment to the same condition as at the commencement of services. Only GrayMar personnel shall perform any cleaning and decontamination operations on all equipment owned, rented or subcontracted by GrayMar.		
4. All equipment and supplies are subject to a replacement charge at GrayMar cost+ 20% if damaged, or if decontamination is impossible.		
PERSONAL PROTECTIVE EQUIPMENT (PPE)		
Level A PPE (per change out	EA	1950.00
Level B PPE (with two air bottles)	EA	185.00
Level C PPE	EA	55.00
Level D PPE	EA	30.00
Tyvek Suit, Disposable	EA	21.00
Tyvek Suit, Poly-Coated	EA	29.00
Rain Gear, Disposable	EA	28.00
Chem Tape, Roll	EA	72.00
Bunker Gear	EA	175.00
Fire Resistant Suits	EA	60.00
Blaster Gear (Turtle Suit)	DAY	155.00
GME Cartridges	PAIR	48.00
PlO0 Cartridges	PAIR	38.00
Mercury Vapor & Chlorine Mersorb Cartridges	PAIR	78.00
SCBA	DAY	295.00
Breathing Cascade System	DAY	395.00
Breathing Air Bottle Refill	EA	75.00
14" Nitrile Gloves	PAIR	10.00
Cut Resistant Gloves	PAIR	28.00
Gloves - 12" PVC	PAIR	12.00
Gloves - Leather	PAIR	8.00
Latex Inner Gloves	PAIR	2.00
Puncture Resistant Gloves	PAIR	78.00
Disposable Boot Covers	PAIR	18.00
Dry Suit/Wet Suit	DAY	275.00
Chest/Hip Waders	PAIR	195.00
Eyewash Station	DAY	55.00
Personnel Decon Station	DAY	75.00
Hand Cleaner	EA	15.00
DOT SHIPPING CONTAINERS		
5 Gal Metal Drum	EA	35.00
5 Gal Poly Drum	EA	35.00
15 Gal Poly Drum	EA	62.00
16 Gal Poly or Metal Drum	EA	117.00
30 Gal Poly Drum	EA	85.00

GRAYMAR ENVIRONMENTAL

CITY OF ONTARIO
2024 Rate Sheet

Description	UOM	Price
30 Gal Metal Drum	EA	177.00
55 Gal Closed Top Metal Drum	EA	120.00
55 Gal Closed Top Poly Drum	EA	132.00
DOT SHIPPING CONTAINERS/MISC		
55 Gal Open Top Metal Drum	EA	120.00
55 Gal Open Top Poly Drum	EA	132.00
55 Gal Metal Drum, Heavy Gauge	EA	137.00
55 Gal Metal Drum, Poly Lined	EA	187.00
85 Gal Open Top Metal Overpack	EA	315.00
85 Gal Open Top Poly Overpack	EA	345.00
95 Gal Open Top Poly Overpack	EA	365.00
110 Gal Poly Overpack	EA	395.00
Drum Pak, 55 Gal	EA	75.00
Light Tube Box (4')	EA	15.00
Light Tube Box (8')	EA	20.00
Stretch Wrap (Roll)	EA	42.00
275 Gallon Poly Tote	EA	425.00
330 Gallon Poly Tote	EA	495.00
Haz Boxes	EA	98.00
Galaxy Waste Container	EA	195.00
Drum Liners	EA	12.00
Filter/Liner for Filter Box	EA	332.00
Flexbin, 1 Cubic Yard Flexbin	EA	135.00
Flexbin/Cubic Yard Box Liner	EA	35.00
Poly Bags, 4 mil	EA	5.00
Bio-Hazard Bags	EA	6.00
Poly Sheeting, 6 mil, 20' x 100'	EA	195.00
Roll Off Container Poly Liner	EA	90.00
Dump Trailer Poly Liner	EA	90.00
Caution Tape/Roll	EA	27.00
Duct Tape/Roll	EA	11.00
Pallets	EA	48.00
Plywood (sheet)	EA	78.00
SORBENT MATERIALS		
Sorbent Pads	BALE	120.00
Sorbent Boom, 5" x 10' x 4/Bale	BALE	220.00
Sorbent Boom, 8" x 10' x 4/Bale	BALE	295.00
Sorbent Roll, 38" x 144'	EA	185.00
Sorbent Rug, 36" x 300'	EA	298.00
Sorbent Sweep, 17" x 100'	BALE	190.00
HGX Absorbent (Mercury absorbent)	LB	28.00
Rags, 50 lb/ 23 kg	BAG	68.00
Saw Dust, 20 lb/ 9 kg	BAG	20.00

GRAYMAR ENVIRONMENTAL

CITY OF ONTARIO
2024 Rate Sheet

Description	UOM	Price
Granular Absorbent	BAG	25.00
Corn Cob, 20 lb / 9 kg	BAG	20.00
Vermiculite, 4 cu ft Bag	BAG	60.00
DEGREASERS & NEUTRALIZING AGENTS		
Gold Crew	GAL	60.00
Micro Blaze	GAL	60.00
Citrus Cleaner Degreaser	GAL	50.00
Disinfectant Solution	GAL	50.00
Hydrochloric Acid	LB	4.00
Citric Acid	LB	6.00
Decontamination Solution	GAL	50.00
Neutralizing Solution	GAL	50.00
Soda Ash, 50 lb Bag	BAG	60.00
Sodium Bicarbonate	LB	5.00
Sodium Hypochlorite, 15% (Bleach)	GAL	10.00
SAMPLING AND LAB SUPPLIES		
Sample Jars	EA	8.00
pH Test Strip	EA	25.00
Fentanyl Test Strip	EA	25.00
Clor-D-Tect Sample Kit	EA	52.00
Clor-N-Oil PCB Sample Kit	EA	55.00
Sample Tube	EA	25.00
HazCat Kit	DAY	375.00
HazCat Test	EA	35.00
WASTE MATERIAL APPROVAL		
Profile Approval Fee Bulk	EA	105.00
Profile Approval Fee Non-Bulk	EA	75.00
Waste Manifest Fee	EA	50.00
NON-HAZARDOUS WASTE DISPOSAL*		
Vacuum Truck/Trailer Washout (subject to surcharge)	EA	550.00
MISCELLANEOUS		
Outside Services	CP	Cost Plus 25%
Environmental/Energy Recovery Fee*	LS	18% Total Invoice

**Environmental/Energy Recovery Fee is not applied to cost-plus items. The fee is subject to change based on variability in fuel pricing and other unforeseen factors.*

(BB&K 2020)

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Belinda Negrete Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: A RESOLUTION APPROVING FIRE DEPARTMENT CLASSIFICATIONS BE ADDED TO THE CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM

RECOMMENDATION: That the City Council adopt a Resolution approving additional Fire Department classifications to the terms and conditions for Fire Department responses to the California Fire and Rescue Mutual Aid System requests to assist State of California and Federal Fire agencies ("outside emergency support").

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: There is no direct fiscal impact associated with this action. However, approval of the proposed Resolution will ensure that the City's Fire Department recovers the maximum amount of reimbursable costs for certain outside emergency support.

BACKGROUND & ANALYSIS: The intent of the California Fire Assistance Agreement ("CFAA") is to compensate California Fire and Rescue Mutual Aid System Agencies for the cost of assisting in outside emergency support. Eligible expenses that may be reimbursed through the CFAA include personnel time, equipment, car rental, fuel, lodging, and meals. A Resolution adopted by the governing body must be on file with the California Governor's Office of Emergency Services for the Fire Department's employees to qualify for reimbursement from the time of initial dispatch from their home base, to the time of return to home base ("portal-to-portal") when providing outside emergency support. Without this Resolution, reimbursement would be limited to only actual hours worked while on the incident scene itself.

Resolution No. 2015-039 (approved by the City council on May 19, 2015), specified the positions of Fire Chief, Senior Deputy Fire Chief, Deputy Fire Chief, Battalion Chief, Fire Captain, Fire Engineer, Firefighter, and Nurse Administrator as eligible classifications portal-to-portal reimbursement when providing outside emergency support. Resolution No. 2022-011 (approved by the City Council on March 1, 2022) added the classifications of Fire Administrative Director, Emergency Manager, Fire Communications Manager, Fire Dispatch Supervisor, Senior Fire Dispatcher, and Fire Dispatcher as being eligible for portal-to-portal reimbursement when providing outside emergency support.

The Fire Department is requesting to add the following classifications to be eligible for portal-to-portal reimbursement when providing outside emergency support in various administrative and support roles: Administrative Officer, Senior Management Analyst, Emergency Management Coordinator, Management Analyst, Emergency Medical Services ("EMS") Director, and EMS Nurse.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT.

WHEREAS, the City of Ontario (”City”) Fire Department is a public agency providing fire protection services located inthe County of San Bernardino, State of California; and

WHEREAS, the Fire Department responds to California Fire and Rescue Mutual Aid System requests to assist State of California and Federal Fire agencies (“outside emergency support”) as a mutual aid provider under the California Fire Assistance Agreement; and

WHEREAS, the City desires to provide for fair and legal payment to all employees for time worked; and

WHEREAS, the City adopted Resolution No. 2015-039 which specified the positions of Fire Chief, Senior Deputy Fire Chief, Deputy Fire Chief, Battalion Chief, Fire Captain, Fire Engineer, Firefighter, and Nurse Administrator as eligible classifications for reimbursement from the time of initial dispatch from their home base to the time of return to home base (“portal-to-portal”) when providing outside emergency support; and

WHEREAS, the City adopted Resolution No. 2022-011 which added the classifications of Fire Administrative Director, Emergency Manager, Fire Communications Manager, Fire Dispatch Supervisor, Senior Fire Dispatcher, and Fire Dispatcher as being eligible for portal-to-portal reimbursement when providing outside emergency support.

WHEREAS, the Fire Department employs the following response personnel: Administrative Officer, Senior Management Analyst, Management Analyst, Emergency Medical Services (“EMS”) Director, and EMS Nurse; and

WHEREAS, the City desires to provide all eligible employees portal-to-portal reimbursement when providing outside emergency support; and

WHEREAS, the City desires to compensate its employees' overtime related to outside emergency support in accordance with their current memorandum of understanding (“MOU”), personnel rules and regulations, and/or other directive.

NOW THEREFORE, be it resolved by the Ontario City Council that the following shall become effective immediately upon adoption:

1. Personnel shall receive portal-to-portal reimbursement when providing outside emergency support according to the MOU, personnel rules and regulations, and/or other policy directive that identifies personnel compensation in the workplace.

2. In the event the MOU, personnel rules and regulations, and/or other directive does not specify, personnel shall receive portal-to-portal reimbursement when providing emergency support.

3. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive, or similar document will be used to compensate such personnel.

4. The City's Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "Base Rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.

5. City's Fire Department response personnel include: Administrative Officer, Senior Management Analyst, Emergency Management Coordinator, Management Analyst, EMS Director, and EMS Nurse.

The Ontario City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of May 2024.

_____
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 Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 7, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held May 7, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**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: 6

SUBJECT: **AUTHORIZE THE PURCHASE OF WI-FI EQUIPMENT, INSTALLATION, AND SUPPORT WITH SMARTWAVE TECHNOLOGIES, LLC AS PART OF THE CITYWIDE WI-FI EXPANSION AND REFRESH PROJECT**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute the purchase of equipment, installation and support with SmartWave Technologies, LLC, of Alpharetta, GA, in an amount not-to-exceed $450,000.

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

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations from the Information Technology Capital Improvement Projects Fund, including the Citywide Wi-Fi Expansion and Refresh project. The proposed purchase, installation, and support will be for two years, with an amount not-to-exceed $450,000. The fixed billing rates specified in the current Agreement will determine the amount charged for service and reflect the actual service provided. If approved, appropriations will be added to the future years' budgets consistent with the annual adoption process.

BACKGROUND & ANALYSIS: Due to the growing need for Wi-Fi services within City facilities and businesses, along with concerns of inconsistent performance and user experience stemming from independently managed Wi-Fi installations at various facility locations, the City began researching Wi-Fi solutions to help improve and expand the Wi-Fi services offered to City Staff and the public.

SmartWave Technologies provides Wi-Fi solutions, including planning, design, integration, and managed services. The City worked with SmartWave Technologies to design the City's Wi-Fi network solution utilizing the City's fiber optic infrastructure. This solution aims to deliver a seamless Wi-Fi experience at City facilities and replace legacy Wi-Fi technology. SmartWave Technologies is also partnered with the City of San Jose to provide state-of-the-art Wi-Fi solutions and projects that match those sought by the City. The City contacted the City of San Jose for a reference check on SmartWave Technologies' services and solutions. The feedback received from the City of San Jose was positive, highlighting the long history of the partnership with SmartWave Technologies, from the early stages of their Wi-Fi offerings to their current status as a trusted provider of high-speed

Wi-Fi experiences. Drawing on this endorsement and previous collaboration, SmartWave Technologies is committed to delivering ongoing support and innovation, ensuring the City remains at the forefront of Wi-Fi technology and service delivery.

In general conformance with the provisions of Government Code Section 54201 through 54204, the Ontario Municipal Code, Section 2- 6. 1 (b)(3), allows for the purchase of supplies and equipment through cooperative purchasing with other governmental agencies. Cooperative purchasing enables the City to pool its procurement power with other public agencies to obtain lower pricing than otherwise might be possible. The City is leveraging the San Bernardino County Innovation and Technology Department Agreement (#24-177) to secure discounted pricing.

The City of Ontario's commitment to embracing innovative technology has transformed its governance, making it more efficient and accessible for citizens and businesses to interact and engage with the City. With SmartWave Technologies' history and experience in public/private partnerships to provide high-speed, user-friendly, and available Wi-Fi connectivity, the City of Ontario continues this commitment. Staff requests City Council approval for the purchase, installation and support not-to-exceed amount of $450,000.



San Bernadino County Contract #24-177

City of Ontario, CA WIFI Project Phase One Summary 4/9/24	
City Hall	
Materials/Equip	$24,395.00
Professional Svcs	$11,391.00
Remote Support (1YR)	$2,913.00
Taxes	$401.49
City Hall East	
Materials/Equip	$4,872.00
Professional Svcs	$7,027.00
Remote Support (1YR)	$990.00
Taxes	$499.38
Library	
Materials/Equip	$25,668.00
Professional Svcs	$9,575.00
Remote Support (1YR)	$1,287.00
Taxes	$2,630.97
Conservation Park	
Materials/Equip	$3,099.00
Professional Svcs	$9,110.00
Remote Support (1YR)	$1,152.00
Taxes	$317.65
Town Square Park	
Materials/Equip	$20,853.00
Professional Svcs	$18,616.00
Remote Support (1YR)	$3,072.00
Taxes	$2,137.43
Parking Structure	
Materials/Equip	$3,136.00
Professional Svcs	$5,512.00
Remote Support (1YR)	$495.00
Taxes	$321.44
Arena	
Materials/Equip	$43,963.00
Professional Svcs	$5,078.00
Taxes	$2,592.12
TOTAL PHASE ONE	**$211,104.49**

Project: Ontario City Hall Indoor WIFI
Jerrod Lee
City of Ontario
303 East B Street
Ontario, CA 91764
jlee@ontarioca.gov

SmartWAVE Technologies
Enabling the Wireless Generation...

*****ALL PRICES ARE GOOD FOR 30 DAYS FROM DATE OF QUOTE*****

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY		UNIT PRICE
WiFi Materials				
Switch management license for SZ-100/vSZ	L09-0001-SGCX	6	ea	$65.00
vSCG License supporting 1 Ruckus Access Points	L09-0001-SG00	15	ea	Ontario Provided
Perpetual license for WiFi analytics, to analyze 1 AP with SCI 2.0 ststem. Smart Licensing enabled (LiMAN)	L09-0001-SCIW	15	ea	Ontario Provided
Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty	901-R650-XX00	15	ea	Ontario Provided
Switches and Other Installation Materials				
SmartZone Data Plane Appliance, with 4x10GigE and 4 GigE ports (10Gbps throughput)	P01-D144-XX00	1	ea	$5,058.00
RUCKUS ICX 8200 Switch, 16×1/10GbE SFP+ ports, 8×25 GbE SFP28 stacking/uplink-ports, three-year remote TAC support. Power cord not included. TAA	ICX8200-24FX	1	ea	$5,280.00
RUCKUS ICX 8200 Switch, 24×10/100/1000 Mbps PoE+ ports, 4×25 GbE SFP28 stacking/uplink-ports, 370W PoE budget, three-year remote TAC support	ICX8200-24P	5	ea	$1,950.00
POWER CORD, USA, NEMA5-15/C13, 13A, 125V	PCUSA2	5	ea	$29.00
FRU,RACK MOUNT KIT,2 POST,ICX7750/7450/7250	ICX7000-RMK	5	ea	$47.00
10GBASE-LR, SFPP SMF (LC), for up to 10km over SMF, standard temperature (0°C to 70°C)	10G-SFPP-LR-S	5	ea	$203.00
10GBASE-SR,SFPP MMF LC CONNECTOR (No TAA)	10G-SFPP-SR-S	9	ea	$147.00
25GE SFP28 DAC, PASSIVE, 0.5M	E25G-SFP28-TWX-P-00501	2	ea	$127.00
Cat6 shielded cable, shielded RJ45 connectors, patch cables, etc	SWCAT60D	0	ea	$140.00
Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea	$945.00
Manufacturer Support, Network Monitoring/Optimization and Reporting			ea	
Associate Partner Support, Smart Zone 144 Data Plane, 1Yr	S02-D144-1000	1	ea	$1,428.00
Associate Partner Support, Per SZ/(v)SZ AP, 1 YR	S02-0001-1LSG	15	ea	$21.00
Associate Partner Support for SCI WiFi Analytics, AP License, 1 Year	S02-0001-1LSC	15	ea	$3.00
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Remote Support (Indoor AP) - 1st Year	SWSPPTID-1YR	15	ea	$75.00

PRICING

Materials/Equip	$24,395.00
Professional Svcs	$11,391.00
Remote Support (1YR)	$2,913.00
TAX	$401.49
GRAND TOTAL	**$39,100.49**

Pricing Notes:

1. Client is responsible for Sales Tax.
2. Payment Terms are Net-30 upon receipt of an invoice.
3. SmartWave will retain ownership of the equipment until payment is made in full.
4. Professional Services include site survey, design, staging, configuration, installation and testing.
5. Price is based on quantity of items listed and subject to change upon completion of the design.
6. Price assumes use of SmartWAVE Cloud for AP Control and Reporting.
8. Price assumes fiber strands are in place and available to connect all IDFs to an MDF.
9. Price assumes standard working hours of 8am-5pm, M-F.
10. Price assumes Core Network Infrastructure (Firewall, DHCP Services, Router, etc) are in place or provided by others.
11. Price includes post installation support to include network monitoring, optimization, revision level upgrades and remote support.
12. Price does not include electrical remediation, conduit work, structural analysis, voltage drops, permits and/or special insurance requirements.
13. Design for indoors assumes a total of 15 APs, 5 Edge Switches and 1 Core Fiber Switch.
14. Design assumes all cable runs are in place and less than 300 Feet and Fiber is in place between IDFs with strands available.
15. Customer will supply all fiber patch cables.

Project: Ontario City Hall East Indoor WIFI

Jerrod Lee
City of Ontario
303 East B Street
Ontario, CA 91764
jlee@ontarioca.gov

SmartWAVE Technologies
Enabling the Wireless Generation...

*****ALL PRICES ARE GOOD FOR 30 DAYS FROM DATE OF QUOTE*****

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY		UNIT PRICE
WiFi Materials				
Switch management license for SZ-100/vSZ	L09-0001-SGCX	2	ea	$65.00
vSCG License supporting 1 Ruckus Access Points	L09-0001-SG00	10	ea	To Be Provided by Ontario
Perpetual license for WiFi analytics, to analyze 1 AP with SCI 2.0 ststem. Smart Licensing enabled (LiMAN)	L09-0001-SCIW	10	ea	To Be Provided by Ontario
Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty	901-R650-XX00	10	ea	To Be Provided by Ontario
Switches and Other Installation Materials				
RUCKUS ICX 8200 Switch, 24×10/100/1000 Mbps PoE+ ports, 4×25 GbE SFP28 stacking/uplink-ports, 370W PoE budget, three-year remote TAC support	ICX8200-24P	2	ea	$1,950.00
POWER CORD, USA, NEMA5-15/C13, 13A, 125V	PCUSA2	2	ea	$29.00
FRU,RACK MOUNT KIT,2 POST,ICX7750/7450/7250	ICX7000-RMK	2	ea	$47.00
10GBASE-LR, SFPP SMF (LC), for up to 10km over SMF, standard temperature (0°C to 70°C)	10G-SFPP-LR-S	1	ea	$203.00
10GBASE-SR,SFPP MMF LC CONNECTOR (No TAA)	10G-SFPP-SR-S	2	ea	$147.00
Cat6 shielded cable, shielded RJ45 connectors, patch cables, etc	SWCAT60D	0	ea	$140.00
Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea	$193.00
Manufacturer Support, Network Monitoring/Optimization and Reporting				
Associate Partner Support, Per SZ/(v)SZ AP, 1 YR	S02-0001-1LSG	10	ea	$21.00
Associate Partner Support for SCI WiFi Analytics, AP License, 1 Year	S02-0001-1LSC	10	ea	$3.00
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Remote Support (Indoor AP) - 1st Year	SWSPPTID-1YR	10	ea	$75.00

PRICING

Materials/Equip	$4,872.00
Professional Svcs	$7,027.00
Remote Support (1YR)	$990.00
TAX	$499.38
GRAND TOTAL	**$13,388.38**

Pricing Notes:

1. Client is responsible for Sales Tax.
2. Payment Terms are Net-30 upon receipt of an invoice.
3. SmartWave will retain ownership of the equipment until payment is made in full.
4. Professional Services include site survey, design, staging, configuration, installation and testing.
5. Price is based on quantity of items listed and subject to change upon completion of the design.
6. Price assumes use of SmartWAVE Cloud for AP Control and Reporting.
8. Price assumes fiber strands are in place and available to connect all IDFs to an MDF.
9. Price assumes standard working hours of 8am-5pm, M-F.
10. Price assumes Core Network Infrastructure (Firewall, DHCP Services, Router, etc) are in place or provided by others.
11. Price includes post installation support to include network monitoring, optimization, revision level upgrades and remote support.
12. Price does not include electrical remediation, conduit work, structural analysis, voltage drops, permits and/or special insurance requirements.

13. Design for indoors assumes a total of 10 APs and 2 Edge Switches. Core Fiber Switch is in place or provided by the City.
14. Design assumes all cable runs are in place and less than 300 Feet and Fiber is in place between IDFs with strands available.
15. Customer will supply all fiber patch cables.

Project: Ontario Library Indoor WIFI
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*****ALL PRICES ARE GOOD FOR 30 DAYS FROM DATE OF QUOTE*****

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY		UNIT PRICE
WiFi Materials				
Switch management license for SZ-100/vSZ	L09-0001-SGCX	6	ea	$65.00
vSCG License supporting 1 Ruckus Access Points	L09-0001-SG00	13	ea	To Be Provided by Ontario
Perpetual license for WiFi analytics, to analyze 1 AP with SCI 2.0 ststem. Smart Licensing enabled (LiMAN)	L09-0001-SCIW	13	ea	To Be Provided by Ontario
Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty	901-R650-XX00	3	ea	To Be Provided by Ontario
Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty	901-R650-XX00	10	ea	$652.00
Switches and Other Installation Materials				
RUCKUS ICX 8200 Switch, 16×1/10GbE SFP+ ports, 8×25 GbE SFP28 stacking/uplink-ports, three-year remote TAC support. Power cord not included. TAA	ICX8200-24FX	1	ea	$5,280.00
RUCKUS ICX 8200 Switch, 24×10/100/1000 Mbps PoE+ ports, 4×25 GbE SFP28 stacking/uplink-ports, 370W PoE budget, three-year remote TAC support	ICX8200-24P	5	ea	$1,950.00
POWER CORD, USA, NEMA5-15/C13, 13A, 125V	PCUSA2	6	ea	$29.00
FRU,RACK MOUNT KIT,2 POST,ICX7750/7450/7250	ICX7000-RMK	6	ea	$47.00
10GBASE-SR,SFPP MMF LC CONNECTOR (No TAA)	10G-SFPP-SR-S	12	ea	$147.00
Cat6 shielded cable, shielded RJ45 connectors, patch cables, etc	SWCAT60D	0	ea	$140.00
Patch Cables, Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea	$1,508.00
Manufacturer Support, Network Monitoring/Optimization and Reporting				
Associate Partner Support, Per SZ/(v)SZ AP, 1 YR	S02-0001-1LSG	13	ea	$21.00
Associate Partner Support for SCI WiFi Analytics, AP License, 1 Year	S02-0001-1LSC	13	ea	$3.00
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Remote Support (Indoor AP) - 1st Year	SWSPPTID-1YR	13	ea	$75.00

PRICING

Materials/Equip	$25,668.00
Professional Svcs	$9,575.00
Remote Support (1YR)	$1,287.00
TAX	$2,630.97
GRAND TOTAL	**$39,160.97**

Pricing Notes:

1. Client is responsible for Sales Tax.
2. Payment Terms are Net-30 upon receipt of an invoice.
3. SmartWave will retain ownership of the equipment until payment is made in full.
4. Professional Services include site survey, design, staging, configuration, installation and testing.
5. Price is based on quantity of items listed and subject to change upon completion of the design.
6. Price assumes use of SmartWAVE Cloud for AP Control and Reporting.
8. Price assumes fiber strands are in place and available to connect all IDFs to an MDF.
9. Price assumes standard working hours of 8am-5pm, M-F.
10. Price assumes Core Network Infrastructure (Firewall, DHCP Services, Router, etc) are in place or provided by others.
11. Price includes post installation support to include network monitoring, optimization, revision level upgrades and remote support.
12. Price does not include electrical remediation, conduit work, structural analysis, voltage drops, permits and/or special insurance requirements.
13. Design for indoors assumes a total of 13 APs and 4 Edge Switches. Core Fiber Switch is in place or provided by the City.
14. Design assumes all cable runs are in place and less than 300 Feet and Fiber is in place between IDFs with strands available.
15. Customer will supply all fiber patch cables.

Project: Conservation Park
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*****ALL PRICES ARE GOOD FOR 30 DAYS FROM DATE OF QUOTE*****

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY		UNIT PRICE
WiFi Materials				
Switch management license for SZ-100/vSZ	L09-0001-SGCX	2	ea	$65.00
vSCG License supporting 1 Ruckus Access Points	L09-0001-SG00	3	ea	To Be Provided by Ontario
Perpetual license for WiFi analytics, to analyze 1 AP with SCI 2.0 ststem. Smart Licensing enabled (LiMAN)	L09-0001-SCIW	3	ea	To Be Provided by Ontario
Ruckus T350d, omni, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input, DC input, USB. -40°C to 65°C	901-T350-US40	3	ea	To Be Provided by Ontario
Switches and Other Installation Materials				
LinkPower™ LPS3400ATMP-300-T1 6-Port Gigabit Outdoor Managed High Power 802.3bt PoE Switch with 4 PoE Ports and 2 SFP Fiber Gigabit Ports, 95W Per PoE Port, 300W Total	LPS3400ATMP-300-T1	2	ea	$718.00
Outdoor Switch Mast & Pole Mounting Kit	MMK0001-L	2	ea	$42.00
10GBASE-LR, SFPP SMF (LC), for up to 10km over SMF, standard temperature (0°C to 70°C)	10G-SFPP-LR-S	2	ea	$203.00
Outdoor CAT6 Cabling Materials for POE Connectivity	SWCAT60D	2	ea	$140.00
Photocell Power Cable - RJ45	SWPHTCLRJ5	1	ea	$265.00
Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea	$498.00
Manufacturer Support, Network Monitoring/Optimization and Reporting				
Associate Partner Support, Per SZ/(v)SZ AP, 1 YR	S02-0001-1LSG	3	ea	$21.00
Associate Partner Support for SCI WiFi Analytics, AP License, 1 Year	S02-0001-1LSC	3	ea	$3.00
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - 1st Year	SWSPPT	3	ea	$360.00

PRICING

Materials/Equip	$3,099.00
Professional Svcs	$9,110.00
Annual Support - 1YR	$1,152.00
TAX	$317.65
GRAND TOTAL	**$13,678.65**

Pricing Notes:

1. Taxes are not included for hardware items.
2. Payment Terms are Net-30 upon receipt of an invoice.
3. SmartWave will retain ownership of the equipment until payment is made in full.
4. Professional Services include site survey, design, staging, configuration, installation and testing.
5. Price is based on quantity of items listed and subject to change upon completion of the design.
6. Price assumes use of SmartWAVE Cloud for AP Control and Reporting.
7. Price assume Building mounted locations have access to a POE switch port.
8. Price assumes AP installed on street light has access to photocell receptacle with 24/7 power.
10. Price assumes standard working hours of 8am-5pm, M-F.
11. Price includes post installation support to include network monitoring, optimization, revision level upgrades and technician dispatch.
12. Price does not include electrical remediation, conduit work, structural analysis, voltage drops, permits and/or special insurance requirements.
13. Customer will supply all fiber patch cables.
14. Price assumes NEMA rated enclosures are available at switch installation locations.
15. Price includes 2 building mounted APs and 1 Streetlight mounted AP.
16. Price assumes streetlight has 120v 3-prong or 7-pin photocell adapter with 24/7 power.

Project: Town Square Park
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*****ALL PRICES ARE GOOD FOR 30 DAYS*****

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY		UNIT PRICE
Materials/Equipment				
AP management license for SZ-100/vSZ 3.X/SCG200/SZ300, 1 Ruckus AP	L09-0001-SG00	8	ea	$65.00
Perpetual license for WiFi analytics, to analyze 1 AP with SCI	L09-0001-SCIW	8	ea	$10.00
Ruckus T750 802.11ax Outdoor Wireless Access Point, 4x4:4 Stream, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature.	901-T750-US00	2	ea	$1,888.00
Ruckus T750s 802.11ax Outdoor WAP, 4x4:4 Stream, Sectorized Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C	901-T750-US51	6	ea	$1,888.00
Switches and Other Installation Materials				
12-Port 2.5 Gigabit Outdoor Managed 802.bt L2+ PoE Switch with, 8 2.5jGb PoE Ports, 4 10 Gigabit SFP+ Fiber Uplink Ports, up to 90W per PoE Port, 400W Total	LPS10868ATMP-T1	1	ea	$1,687.00
6-Port Gigabit Outdoor Managed High Power 802.3bt PoE Switch with 4 PoE Ports and 2 SFP Fiber Gigabit Ports, 95W Per PoE Port, 300W Total	LPS3400ATMP-300-T1	1	ea	$718.00
Outdoor Switch Mast & Pole Mounting Kit	MMK0001-L	2	ea	$42.00
10GBASE-LR, SFPP SMF (LC), for up to 10km over SMF, standard temperature (0°C to 70°C)	10G-SFPP-LR-S	4	ea	$203.00
10GBASE-SR,SFPP MMF LC CONNECTOR (No TAA)	10G-SFPP-SR-S	0	ea	$147.00
Power over Ethernet (PoE) Injector (10/100/1000 Mbps) 1 unit, 60W	902-0180-XX00	1	ea	$90.00
Outdoor CAT6 Cabling Materials for POE Connectivity	SWCAT60D	8	ea	$140.00
Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea	$638.00
Manufacturer Support, Network Monitoring/Optimization and Reporting				
Associate Partner Support, Per SZ/(v)SZ AP, 1 YR	S02-0001-1LSG	8	ea	$21.00
Associate Partner Support for SCI WiFi Analytics, AP License, 1 Year	S02-0001-1LSC	8	ea	$3.00
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - 1st Year	SWSPPT	8	ea	$360.00

PRICING

Materials/Equip	$20,853.00
Professional Svcs	$18,616.00
Annual Support - 1YR	$3,072.00
TAX	$2,137.43
GRAND TOTAL	**$44,678.43**

Pricing Notes:

1. Taxes are not included. If applicable, taxes will be applied upon invoicing.
2. Payment Terms are Net-30 from invoice date. Amounts not paid within 30 days of invoice date will be subject to penalties and late fees.
3. Late fees will be accessed at the rate of 1.5% per month to the total amount past due.
4. Credit Card payments will be accessed a processing fee of 3.95%
5. SmartWave will retain ownership of the equipment until payment is made in full.
6. Professional Services include site survey, design, configuration, staging, installation and testing.
7. No Permit fees, if required, are included.
8. Price includes 1-Year Subscription for SmartWAVE Cloud Control, optimization, reporting, remote support and Technician Dispatch.
9. Due to uncertainty given the pandemic, prices might change.
10. Price assumes fiber will be available and terminated with LC connector at the Tower and Stage switch locations.
11. Price assumes Core infrastructure equipment (Firewall, Router, DHCP Servers, etc) is not included and assumed are provided by others.
12. Price assumes electrical and conduit work is provided by others.
13. Customer will supply all fiber patch cables.
14. Design includes 8 outdoor APs and 2 edge switches.
15. Price includes installation of 8 outdoor grade Cat6 cables.

Project: Parking Structure
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SmartWAVE Technologies
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*****ALL PRICES ARE GOOD FOR 30 DAYS FROM DATE OF QUOTE*****

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY		UNIT PRICE
WiFi Materials				
Switch management license for SZ-100/vSZ	L09-0001-SGCX	1	ea	$65.00
vSCG License supporting 1 Ruckus Access Points	L09-0001-SG00	5	ea	Ontario Provided
Perpetual license for WiFi analytics, to analyze 1 AP with SCI 2.0 ststem. Smart Licensing enabled (LiMAN)	L09-0001-SCIW	5	ea	Ontario Provided
Ruckus T350d, omni, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input, DC input, USB. -40°C to 65°C	901-T350-US40	5	ea	Ontario Provided
Switches and Other Installation Materials				
4 x 10/100/1000 802.3bt Class 4 and 4 x 10/100/1000/2.5 802.3bt Class 8 PoE, 240W budget. Dual Fan Dual Power Supply. 2 x 1/10/25G SFP28	ICX8200-C08ZP	1	EA	$2,420.00
POWER CORD, USA, NEMA5-15/C13, 13A, 125V	PCUSA2	1	ea	$29.00
ICX8200 Compact Switch Rack Mount Kit	ICX7000-C12-RMK	1	EA	$33.00
10GBASE-LR, SFPP SMF (LC), for up to 10km over SMF, standard temperature (0°C to 70°C)	10G-SFPP-LR-S	2	ea	$203.00
Patch Cables, Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea	$183.00
Manufacturer Support, Network Monitoring/Optimization and Reporting				
Associate Partner Support, Per SZ/(v)SZ AP, 1 YR	S02-0001-1LSG	5	ea	$21.00
Associate Partner Support for SCI WiFi Analytics, AP License, 1 Year	S02-0001-1LSC	5	ea	$3.00
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Remote Support (Indoor AP) - 1st Year	SWSPPTID-1YR	5	ea	$75.00

PRICING

Materials/Equip	$3,136.00
Professional Svcs	$5,512.00
Remote Support (1YR)	$495.00
TAX	$321.44
GRAND TOTAL	**$9,464.44**

Pricing Notes:

1. Client is responsible for Sales Tax.
2. Payment Terms are Net-30 upon receipt of an invoice.
3. SmartWave will retain ownership of the equipment until payment is made in full.
4. Professional Services include site survey, design, staging, configuration, installation and testing.
5. Price is based on quantity of items listed and subject to change upon completion of the design.
6. Price assumes use of SmartWAVE Cloud for AP Control and Reporting.
8. Price assumes fiber strands are in place and available to connect all IDFs to an MDF.
9. Price assumes standard working hours of 8am-5pm, M-F.
10. Price assumes Core Network Infrastructure (Firewall, DHCP Services, Router, etc) are in place or provided by others.
11. Price includes post installation support to include network monitoring, optimization, revision level upgrades and remote support.
12. Price does not include electrical remediation, conduit work, structural analysis, voltage drops, permits and/or special insurance requirements.
13. Design for indoors assumes a total of 1 Edge Switch and AP support. Price assumes AP's are already installed and Core Fiber Switch is in place or provided by the City.
14. Design assumes all cable runs are in place and less than 300 Feet and Fiber is in place between IDFs with strands available.
15. Customer will supply all fiber patch cables.
16. Customer provides the 5 T350 APs.
17. Design assumes enclosure in place to install switch.
18. Design assumes cable runs from the fiber switch to each of the 5 APs locations.

Project: Arena
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*****ALL PRICES ARE GOOD FOR 30 DAYS FROM DATE OF QUOTE*****

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY		UNIT PRICE
Switches and Other Installation Materials				
Palo Alto Networks PA-1420	PAN-PA-1420	1	ea	$17,476.00
PA-1420, DNS security subscription, 3 year	PAN-PA-1420-DNS-3YR	1	ea	$9,440.00
PA-1420, Partner enabled premium support	PAN-SVC-BKLN-1420-3YR	1	ea	$9,234.00
SFP+LR 10G TRANS (PA5000, 7000 & 3060)	PAN-SFP-PLUS-LR	1	ea	$1,890.00
SFP+ SR 10G TRANS (PA5000, 7000 & 3060)	PAN-SFP-PLUS-SR	1	ea	$1,422.00
Switch management license for SZ-100/vSZ	L09-0001-SGCX	1	ea	$65.00
RUCKUS ICX 8200 Switch, 24×10/100/1000 Mbps PoE+ ports, 4×25 GbE SFP28 stacking/uplink-ports, 370W PoE budget, three-year remote TAC support	ICX8200-24P	1	ea	$1,950.00
POWER CORD, USA, NEMA5-15/C13, 13A, 125V	PCUSA2	1	ea	$29.00
FRU,RACK MOUNT KIT,2 POST,ICX7750/7450/7250	ICX7000-RMK	1	ea	$47.00
10GBASE-SR,SFPP MMF LC CONNECTOR (No TAA)	10G-SFPP-SR-S	1	ea	$147.00
Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea	$2,263.00

PRICING

Materials/Equip	$43,963.00
Professional Svcs	$5,078.00
Tax (N/A)	$2,592.12
GRAND TOTAL	**$51,633.12**

Pricing Notes:

1. Taxes are not included for hardware items. Client is responsible for Sales Tax.
2. Payment Terms are Net-30 upon receipt of an invoice.
3. SmartWave will retain ownership of the equipment until payment is made in full.
4. Professional Services include site survey, design, staging, configuration, installation and testing.
5. Price is based on quantity of items listed and subject to change upon completion of the design.
6. Price assumes use of SmartWAVE Cloud for AP Control and Reporting.
8. Price assumes fiber strands are in place and available to connect all IDFs to an MDF.
9. Price assumes standard working hours of 8am-5pm, M-F.
10. Price assumes Core Network Infrastructure (Firewall, DHCP Services, Router, etc) are in place or provided by others.
11. Price includes post installation support to include network monitoring, optimization, revision level upgrades and remote support.
12. Price does not include electrical remediation, conduit work, structural analysis, voltage drops, permits and/or special insurance requirements.
13. Design includes 1 Edge Switch. Core Fiber Switch is in place at City Hall or provided by the City.
14. Design assumes all cable runs are in place and less than 300 Feet and Fiber is in place between IDFs with strands available.
15. Customer will supply all fiber patch cables.
16. Palo Alto Installation includes up to 16 hours of installation/configuration.

EXHIBIT 1

LABOR RATES WITH PREVAILING WAGE

Labor Rates with Prevailing Wages Regular Hours Defined as Monday through Friday 8:00 AM - 5:00 PM				
Item No.	**Item Description**	**Unit of Measure**	**Price**	**Description**
1	General/Administrative Rate	Hourly	$175	Project Manager
2	Installation Rate	Hourly	$125	RF/Install Tech
3	Maintenance/Repair Rate	Hourly	$125	RF/Install Tech
4	Training Rate	Hourly	$195	Senior Engineer
5	Other, If Applicable	Hourly	$195	Senior Engineer
6	Other, If Applicable	Daily	$2,800	2-Man Team
7	Other, If Applicable	Cost Plus	20%	Subcontractor

Labor Rates with Prevailing Wages After Hours Defined as Monday through Friday, 5:00 PM– 7:00 AM, all weekends and County Observed holidays				
Item No.	**Item Description**	**Unit of Measure**	**Price**	
1	General/Administrative Rate	Hourly	$215	Project Manager
2	Installation Rate	Hourly	$185	RF/Install Tech
3	Maintenance/Repair Rate	Hourly	$185	RF/Install Tech
4	Training Rate	Hourly	$235	Senior Engineer
5	Other, If Applicable	Hourly	$235	Senior Engineer
6	Other, If Applicable	Daily	$3,500	2-Man Team
7	Other, If Applicable	Cost Plus	20%	Subcontractor

	Equipment/Software:	**Minimum Percent Discount Off of List Price**			
1	Cisco Equipment/Software	35%			
2	Ruckus Hardware/Software	40%			
3	Ruckus Support	0%			
4	Siklu Hardware/Software	15%			

5	Tarana Hardware/Software	5%			
6	SIAE Hardware/Software	15%			
7	Miscellaneous		Cost + 20%		
	Other:	**Pricing**			
1	Annual training				
2	Annual maintenance and support (Indoor WiFi Access Points)	$90			
3	Annual maintenance and support (Outdoor WiFi Access Points)	$360			
4	Annual maintenance and support (Outdoor PTP/PTMP Unlicensed Equipment)	$500			
5	Annual maintenance and support (Microwave Equipment)	$1,000			
6	Warranty	$0			
7	Other, if applicable				

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Innovation, Performance and Audit Prepared By: Vanny Khu Department: Innovation, Performance and Audit Prepared By: Jordan T Villwock Staff Member Presenting: Darlene M. Sanchez, Assistant City Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: AN AMENDMENT TO THE SERVICE ORDER WITH CARAHSOFT FOR THE QUALTRICS EX FOUNDATIONAL SOFTWARE

RECOMMENDATION: That the City Council approve and authorize the City Manager or his designee to execute Amendment No. 1 to the Service Order with Carahsoft, of Reston, Virginia, for the use of Qualtrics CoreXM EX Foundational software module in the amount of $86,079, with the unilateral option to extend the Service Order for up to one successive one-year period (Fiscal Year 2025-26) at a cost of $90,383, for a total not-to-exceed amount of $276,225 consistent with City Council approved budgets.

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

FISCAL IMPACT: The Fiscal Year 2024-25 Proposed Budget includes appropriations from the Information Technology Fund for annual subscriptions for the Qualtrics CoreXM EX Foundational software module. The cost of year one is $99,763. The recommended Amendment increases the Service Order by $86,079, for a revised new total not-to-exceed amount of $185,842. Should the City exercise the successive one-year extension, the annual cost would amount to $90,383, for a total not-to-exceed amount of $276,225. If approved, appropriations will be added to the future years' budget consistent with the annual budget adoption process.

BACKGROUND & ANALYSIS: The City of Ontario implemented the Employee Lifecycle and Employee Foundational Software module on August 1, 2023. The original Service Order was for setup, implementation, deployment of the program, and user training. Prior to the implementation of this automated system, Staff managed all data and compliance tracking in a standard spreadsheet software program.

The City uses Qualtrics as our online survey platform, equipped with advanced analytics functionalities. With the EX Foundational module, Agencies can design tailored surveys, facilitating research, analysis, and feedback collection from internal employees, businesses, and residents. The City uses Qualtrics for its biannual Employee Engagement Survey, providing invaluable insights into

employee satisfaction and organizational health.

In addition, with the Lifecycle module, Qualtrics supports HR's efforts in streamlining and optimizing every stage of an employee's journey within an organization. This includes ensuring smooth recruitment processes, creating engaging onboarding experiences, fostering professional development, and managing employee exits. By taking this comprehensive approach, this module contributes significantly to enriching the overall employee experience within the City's workforce.

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH SLIM'S KEY SHOP FOR THE PROCUREMENT OF KEYS AND LOCKSMITH SERVICES

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 3 to the Goods and Services Agreement with Slim's Key Shop, of Rancho Cucamonga, California, in the amount of $70,000, for a total not-to-exceed contract amount of $219,000, and to extend the term to June 30, 2025, for the procurement of key and locksmith services.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The recommended Amendment No. 3 will increase the contract amount by $70,000 for a total not-to-exceed contract amount of $219,000. If approved, appropriations will be included in future annual budgets to City Council for approval as needed for the keys and locksmith services for repairs to all facilities.

BACKGROUND & ANALYSIS: The City owns, operates, and routinely maintains and repairs over 90 buildings and structures. To ensure City facilities and equipment are safe for the public and staff, regular maintenance and repairs are necessary and undue time delays affect the City's ability to provide services to staff and the community. The Public Works Agency relies on its vendors to supply parts for a specialized keying system and perform repairs to all facilities.

In April 7, 2022, the City Council approved Slim's Key Shop as a pre-authorized vendor. Since then, Slim's Key Shop, has met or exceeded expectations of the Public Works Agency for key and locksmith services. Staff recommends increasing the total authorized contract amount and extend the term to ensure the Public Works Agency can continue to maintain the City's facilities doors and locks quickly and keep them operational.

CITY OF ONTARIO
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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. 3 TO THE GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SLIM'S KEY SHOP

1. Parties and Date.

This Amendment No. **3** to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Slim's Key Shop**, a **Sole Proprietor ("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 "Goods & Services Agreements" dated April 15, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to increase the compensation by **Seventy Thousand Dollars ($70,000), and extend term to June 30, 2025.** The Parties have heretofore entered Amendment No. 1 dated May 18, 2022, and Amendment No. 2 dated August 16, 2023.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 3.1 of the Agreement.

3. Terms.

3.1 Amendment. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

"2.1Term. The term of this agreement shall be extended from **July 15, 2020 to June 30, 2025**, unless earlier terminated as provided herein. Contractor shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines."

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

> "3.1 Compensation. Vendor 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 Nineteen Thousand Dollars ($219,000)**

without written approval of City's Facilities & Municipal Service 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. "

Exhibit **C** is hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

3.4 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. 3.

3.5 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6 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. 3 TO GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SLIM'S KEY SHOP

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
SCOTT OCHOA
CITY MANAGER

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

SLIM'S KEY SHOP

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

"ATTACHMENT A"

CONTRACT NOT TO EXCEED $219,000 FROM JULY 15, 2020 TO JUNE 30, 2025.

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: AUTHORIZE THE PURCHASE OF FLEET VEHICLES WITH PEORIA FORD

RECOMMENDATION: That the City Council take the following actions:

A. Award Bid No. 1765 and authorize the purchase and delivery of two (2) Ford F-250 Pickup Trucks from Peoria Ford, of Peoria, Arizona, in the amount of $196,961, plus a 10% contingency of $19,696 for a total amount not-to-exceed of $216,657 for the Fire Department; and
B. Award Bid No. 1767 and authorize the purchase and delivery of six (6) Ford Explorer XLT Sport Utility Vehicles (SUVs) from Peoria Ford, of Peoria, Arizona, in the amount of $317,337 plus a 10% contingency of $31,734 for a total amount not-to-exceed of $349,071 for the Fire Department.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Equipment Services Fund for the purchase of fleet vehicles. The total cost of the vehicles recommended for purchase is a total not-to-exceed amount $565,728.

BACKGROUND & ANALYSIS: Two (2) Ford F-250 Pickup Trucks and two (2) Ford Explorer SUVs are recommended for replacement in this action because they have outlived their useful lives and are no longer cost effective to maintain. The vehicles are scheduled for replacement pursuant to ongoing efforts to reduce expenses, maximize useful life expectancy and extend replacement cycles of fleet equipment while ensuring safe and reliable operation. The other four (4) Ford Explorer SUVs requested by Fire Department are a result of growth throughout the City, leading to increased operations.

In February 2024, the City solicited Bids No. 1765 and Bid No. 1767 for F-250 Pickup Trucks and Ford Explorer SUVs. Peoria Ford, of Peoria, Arizona was the only responsive bidder.

QUANTITY	TYPE	AGENCY	PRICE
2	Ford F-250 Pickup Trucks	Fire	$216,657
6	Ford Explorer SUVs	Fire	$349,071
TOTAL			**TOTAL**
8			$565,728

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Human Resources Prepared By: Reed Sigler Staff Member Presenting: Angela C. Lopez, Executive Director Human Resources Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: APPROVAL OF A SIDE LETTER AMENDING THE MEMORANDUM OF UNDERSTANDING FOR THE ONTARIO POLICE MANAGEMENT GROUP IN ACCORDANCE WITH MODIFICATIONS REQUIRED BY CALPERS

RECOMMENDATION: That the City Council, by motion, adopt a Resolution to approve a side letter amending the City of Ontario ("City") and Ontario Police Management Group ("OPMG") Memorandum of Understanding from July 1, 2023 to June 30, 2027 in accordance with modifications required by the California Public Employees Retirement System (CalPERS) to ensure that pension benefits are properly calculated.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The recommended action has no direct fiscal impact as the collective bargaining agreement modifications coincide with the City's current practice of reporting special compensation.

BACKGROUND & ANALYSIS: The proposed Resolution for the OPMG is recommended as a result of the review from CalPERS of reportable compensation for employees preparing to retire from active service in the near future in accordance with the California Public Employees' Retirement Law.

CalPERS indicated that modifications to sections in the OPMG labor agreement are required to coincide with the City's practice in reporting special compensation to CalPERS. The modifications requested in the proposed Resolution and side letters are to include language to identify the calculation of special compensation, including the calculation of management incentive pay.

To ensure compliance, the City met with OPMG to discuss the proposed changes and approve the modifications. The Resolution and side letters will help ensure that special compensation items reported by the City to CalPERS are included in the calculation of pension benefits for retirees as intended.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A SIDE LETTER AMENDING THE MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE ONTARIO POLICE MANAGEMENT GROUP.

WHEREAS, the City of Ontario ("City") and the Ontario Police Management Group entered into a memorandum of understanding from July 1, 2023 through June 30, 2027 ("MOU") to outline the agreement between the parties regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the California Public Employees Retirement System ("CalPERS") conducted a review of the reported compensation for several retiring City employees and instructed the City to make certain modifications to the MOU in order to ensure that reported special compensation items were included in pension benefit calculations.

NOW THEREFORE, be it resolved the City Council hereby finds and determines the following:

SECTION 1. That the City Council hereby approves a side letter amending the MOU, incorporated herein by reference and enclosed as Exhibit "A" ("side letter"), which incorporates the modifications suggested by CalPERS.

SECTION 2. That the City Council hereby authorizes the City Manager to execute said side letter on behalf of the City.

SECTION 3. This Resolution shall become effective upon its adoption.

SECTION 4. The City Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of May 2024.

_____
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 Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 7, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held May 7, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Amendment to the 2023 – 2027 Memorandum of Understanding Between the City of Ontario and Ontario Police Management Group

The City of Ontario and the Ontario Police Management Group agree to amend Section 10.10 of the Memorandum of Understanding covering the period of July 1, 2023, through June 30, 2027. The amendments to Section 10.10 are intended to address the specific nature and eligibility for management incentive pay.

Section 10.10 is modified the read as follows:

"Section 10.10 Management Incentive Pay

Effective October 20, 2016, Police Captain employees shall receive Police Management Incentive credit at the rate of 8.08 hours per pay period, for a total of 210 hours each calendar year, in recognition of full-time duties performed during normal working hours that pertain to the unique nature of the job. Such credit shall not be available for use as time off and shall be paid as salary compensation at the employee's regular rate of pay."

Approved:

Scott Ochoa, City Manager City of Ontario	Date
Brice Devey, President Ontario Police Management Group	Date

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Human Resources Prepared By: Reed Sigler Staff Member Presenting: Angela C. Lopez, Executive Director Human Resources Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: APPROVAL OF AMENDED COMPENSATION AND BENEFITS PROFILE FOR THE DEPARTMENT HEAD EMPLOYEE GROUP IN ACCORDANCE WITH MODIFICATIONS REQUIRED BY CALPERS

RECOMMENDATION: That the City Council, by motion, adopt a Resolution to approve an amended Compensation and Benefits Profile (Profile) for the Department Head Group in accordance with modifications required by the California Public Employees Retirement System (CALPERS) to ensure that pension benefits are properly calculated.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The recommended action has no direct fiscal impact as the profile modifications coincide with the City's current practice of reporting special compensation.

BACKGROUND & ANALYSIS: The proposed Resolution for the Department Head employee group is recommended as a result of the review from CalPERS of reportable compensation for employees preparing to retire from active service in the near future in accordance with the California Public Employees' Retirement Law (PERL).

CalPERS indicated that modifications to the Compensation and Benefits Profile for Department Head Employees are required to coincide with the City's practice in reporting special compensation to CalPERS. The modifications requested in the proposed Resolution and the proposed Compensation and Benefits Profile are to include language to identify the specific eligibility of employees in the Deputy Police Chief classification for Management Incentive Pay.

Department Head employees serve at the will of the City Manager and are not represented. The Resolution and side letters will help ensure that special compensation items reported by the City to CalPERS are included in the calculation of pension benefits for retirees as intended.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN AMENDED COMPENSATION AND BENEFITS PROFILE FOR EMPLOYEES IN THE DEPARTMENT HEAD GROUP.

WHEREAS, CalPERS conducted a review of the reported compensation for several retiring City employees and instructed the City to make certain modifications to the Compensation and Benefits Profile in order to ensure that reported special compensation items were included in pension benefit calculations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. That the City Council hereby approves the amended Compensation and Benefits Profile for Department Head employees incorporated herein by reference and enclosed as Exhibit "A" ("Profile"), which incorporates the modifications suggested by CalPERS.

SECTION 2. That the City Council hereby authorizes the City Manager to execute the amended Compensation and Benefits Profile with a July 1, 2023 effective date on behalf of the City of Ontario.

SECTION 3. This Resolution shall become effective upon its adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of May, 2024.

_____
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 Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 7, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held May 7, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Compensation and Benefits Profile

For

City of Ontario

Department Head

Employees

July 1, 2023

Revised May 1, 2024

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Article I. Administration

Section 1.01 Covered Employee Classifications

This profile covers employees in the following Department Head classifications:

CLASSIFICATION LISTING	
Assistant City Clerk / Records Management Director	Assistant Finance Director
Assistant General Manager - Administration and Customer Service	Assistant General Manager - Utilities Engineering and Operations
Assistant Human Resources Risk Management Director	Assistant Information Technology Director
Broadband General Manager	Building Official
Chief Deputy	Chief Investment Officer
City Engineer	Communications and Community Relations Director
Community Development Assistant Director	Community Improvement Director
Departmental Administrator	Deputy Police Chief
Economic Development Director	Emergency Medical Services Director
Fire Administrative Director	Housing Services Director
Innovation Performance and Audit IPA Director	Integrated Waste Director
IT Applications Director	IT Operations Director
IT Systems Director	Library Director
Management Services Director	Municipal Services Director
Museum, Arts and Culture Director	Parks and Maintenance Director
Planning Director	Police Administrative Director
Real Estate and Development Assistant Director	Recreation/Community Services Director
Utilities Customer Services Director	Water Resources and Regulatory Affairs Director

Section 1.02 Terms and Conditions of Employment

A. The Department Head Compensation and Benefits Profile is a summary of benefits and compensation practices approved by the City Council to be applied on an ongoing basis. The provisions of this document apply to all employees appointed to the Department Head classifications listed in Section 1.01 (hereinafter known as Employee).

B. This document sets forth policies and procedures to follow in implementing and administering this Department Head Compensation and Benefit program. The various sections and provisions of the Government Code, Municipal Code, Personnel Rules and Regulations, and "Employment Policies" in the City's Online Policy Center in effect and applicable to the above-mentioned classifications will remain in effect unless expressly superseded by provisions within this document.

C. The terms and conditions of employment for employees may also be addressed in individual employment contracts. Such contracts are considered to be supplemental to this document to address terms and conditions of employment that may not be addressed in this document.

However, if an individual's employment contract is in conflict with this document, then the provisions of the contract will supersede the provisions of this document.

D. Employees in Department Head classifications are considered to serve at the will and pleasure of the City Manager. The appointment of a person to a Department Head position will be made by the City Manager with the recommendation of the appropriate Executive Agency Head.

E. Employees in listed Department Head classifications are not represented by an employee organization. The terms and conditions of employment for these employees are provided in this Profile and/or employment contracts between the City and Department Head employees.

F. The various forms of compensation and benefits described in this comprehensive document recognize that individuals in Department Head classifications should be compensated appropriately for exhibiting accountability, cost effectiveness, application of new technologies and maximizing the utilization of human, physical and fiscal resources to enhance the mission and future of the City; and for stimulating the development of people and methods which will facilitate the meeting of program goals and objectives.

G. The Profile may be amended on a periodic basis by the City Manager. The impacts of amendments to the Profile shall not exceed the budget authorizations provided by the City Council.

Article II. Compensation

Section 2.01 Pay Plan and Benefits Review

Salary and benefit levels will be reviewed on a periodic basis. Such review will contain comparisons with other similar agencies within the appropriate job market. Such comparisons will be one of the factors utilized to recommend competitive salary and benefit levels. Salary and benefit levels for individual positions may be adjusted from time to time, within the budget appropriation levels authorized by the City Council.

Section 2.02 Compensation Adjustments

A. Progression in the salary range for employees shall be based on the employee's performance. The employee's Agency Head shall be responsible for evaluating the employee's work performance and recommending any salary increases based on the employee's performance. Employees will be evaluated annually.

B. Effective July 1, 2023, the City adopted a compensation grade table for Department Head classifications. This table includes a subsection for Department Head – Safety (Deputy Police Chief and Chief Deputy) classifications. This compensation grade table represents the complete range of base compensation for Department Head as well as Department Head – Safety classifications. Each classification is associated with a specific compensation grade as identified in Appendix A.

C. The City Manager shall assign each Department Head / Department Head - Safety classification to a compensation grade consistent with Section 2.01.

Section 2.03 Pay for Performance Bonus

Employees in the Department Head Group shall be eligible for Pay for Performance Bonus designed, as part of the annual evaluation process, to reward either singular achievement during the course of the evaluation year or superlative overall achievement. Examples include but are not limited to the completion of a major assigned project on time or under budget; enabling significant cost savings to the City; or making significant improvements to the efficiency of established practices.

Employees whose base salary compensation is below the maximum of their classification's assigned compensation range will be eligible for a combination of a merit increase (up to the range's maximum) and one-time non-PERSable bonuses that do not exceed an amount that is five (5) percent above the annual maximum base compensation for their classification. Employees whose base salary compensation is at the maximum of their classification's assigned compensation range will be eligible for one-time non-PERSable bonuses that do not exceed an amount that is five (5) percent above the annual maximum base compensation for their classification. Additionally, a one-time non-PERSable bonus, from one (1) to five (5) percent can be awarded in lieu of a merit increase.

Any bonus granted under this program shall be requested in writing by the employee's Agency Head and approved at the sole discretion of the City Manager. Any bonus awarded under this program is one time and is not considered part of base salary, nor is there any intention that any bonus serve as the basis for any future compensation.

Section 2.04 Management Incentive Pay

Effective January 1, 2022, employees in the Deputy Police Chief classification shall receive Police Management Incentive credit at the rate of (8.08) hours per pay period, for a total of 210 hours each calendar year, in recognition of full-time duties performed during normal working hours that pertain to the unique nature of the job. Such credit shall not be available for use as time off and shall be paid as salary compensation at the employee's regular rate of pay.

Employees in the Chief Deputy classification shall receive management incentive pay at the rate of five (5) hours per pay period, for a total of 130 hours per calendar year, in recognition of full-time duties performed during normal working hours that pertain to the unique nature of the job. Such hours shall not be used as time off and shall be paid as salary compensation at the employee's regular rate of pay.

Article III. Leaves – Paid and Unpaid

It is understood that there exists a variety of different circumstances and situations, which require the employee's absence from work. The following is a compilation of leaves for employees:

Section 3.01 Holidays

A. The following paid holidays will be observed on the day specified.

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February

Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day After 4th Thursday in November
Christmas Eve	December 24th
Christmas Day	December 25th
New Year's Eve	December 31st

B. Any holiday listed in provision 3.01 which falls on Sunday will be observed on the following Monday.

C. Any holiday which falls on an employee's regular day off shall be accrued as annual leave. The employee shall receive annual leave equal to their scheduled workday, not to exceed 10 hours per holiday, as follows:

1. Employees on an 8-hour per day work schedule shall receive eight (8) hours of annual leave.

2. Employees on a 4/10 work schedule shall receive 10 hours of annual leave.

3. Employees on a 9/80 work schedule shall receive compensation in accordance with their scheduled work day, as follows:

   a. Employees shall receive the number of hours they were scheduled to work the day the holiday is observed (e.g. 9 or 8 hours).

   b. If the holiday falls on the employee's regularly scheduled or "flex" day off, the employee shall receive nine (9) hours of annual leave.

D. At the City Manager's discretion, City Hall may be closed between and including Christmas Eve through New Year's Day. During this time, employees shall use accrued annual leave or management leave to cover this period of closure.

Section 3.02 Annual Leave

A. The purpose of annual leave is to provide employees in the Department Head Group the ability to accrue time for use in vacation, sick leave and personal leave situations. Employees do not accrue separate vacation or sick leave hours. Annual leave shall not be used:

1. To extend retirement or separation date;

2. for illness or injury arising from outside employment, for which the employee is receiving workers' compensation or disability payments from another employer.

B. Employees, exclusive of the Deputy Police Chief and Chief Deputy classifications, accumulate the following annual leave hours in accordance with City service time. Employees accrue annual leave evenly over 26 pay period each year as follows:

Year of Service	Annual Leave Hours Earned Per Year
1 – 3	192
4	200
5 – 8	216
9 – 10	224
11	232
12	240
13	248
14	256
15	264
16+	272

1. Annual leave shall be accrued based on paid hours on a pro-rated basis. For example, if an employee is paid for 40 hours in an 80-hour pay period, the employee shall earn one-half of the normal accrual. Paid hours include regular work time, holiday, annual, management, bereavement, sick, personal, paid parental, catastrophic, jury duty, military, and disciplinary leaves. It excludes amounts paid by any disability benefits, including short-term disability and workers' compensation.

2. The maximum annual leave balance shall be 800 hours. Employees shall not accrue annual leave above 800 hours.

3. Upon initial hire with the City, the City Manager may authorize a higher leave accrual rate.

4. Employees in the Deputy Police Chief classification shall accrue annual leave as provided for the Police Captain classification in the Memorandum of Understanding for the Ontario Police Management Group.

5. Employees in the Chief Deputy classification shall accrue annual leave as provided for the Deputy Fire Chief classification in the Memorandum of Understanding for the Ontario Fire Management Group.

C. Conversion of Accumulated Vacation and Sick Leave to Annual Leave

1. If an employee with accumulated vacation leave hours is promoted to a Department Head classification, all accumulated vacation leave hours shall be converted to annual leave hours.

2. If an employee with accumulated sick leave hours is promoted to a Department Head classification, the employee may, at the employee's option, convert up to 100 hours of sick leave to annual leave hours. Remaining accumulated sick leave hours will be retained only for use as leave for purposes described in Section 3.03.

3. Employees cannot convert "retained sick leave" to annual leave at any other time.

4. Upon promotion into the Department Head Group, if the combination of converted sick and vacation leave hours results in an annual leave balance of more than 750 hours, any leave hours over 750 hours will be converted to compensation at the rate prior to promotion.

D. Conversion of Annual Leave to Compensation

1. Employees may convert a minimum of eight (8) hours and a maximum of 200 hours of annual leave hours to salary compensation twice each calendar year. The total number of hours converted per calendar year shall not exceed 200. Employees may not convert accumulated annual leave below a balance of 40 hours.

2. Conversion requests shall be submitted on City forms to Payroll. The deadlines for conversion requests are as follows:

Request Due Date	Payment
2nd Friday in May	1st payday in June
2nd Friday in November	1st payday in December

E. Revised Conversion of Annual Leave to Compensation Procedure

1. In accordance with 26 CFR 1.451-2 effective January 1, 2025, and continuing thereafter, unit employees must submit an irrevocable election form by no later than December 15th of the preceding calendar year to convert the following hours to cash:

   Accrued Annual Leave - An amount which may not exceed the number of annual leave hours the individual employee may accrue in the following calendar year.

2. The cash-out election is for hours to be accrued or received in the calendar year following submission of the irrevocable election form. The total combined number of annual and compensatory hours converted per calendar year shall not exceed 300 hours.

3. The payment shall be made via payroll and employees may elect to receive the cash out on the first payday in June and/or the first payday in December, but the request must be submitted by December 15th of the year prior.

4. Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave and/or compensatory time conversion salary program for the following calendar year.

5. In the event an employee has less hours in their annual leave and compensatory bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their annual leave and compensatory bank at the time of the actual cash-out.

6. If an employee makes an irrevocable election to cash-out annual leave and/or compensatory time in the following calendar year and uses such leave in that subsequent calendar year, the annual and compensatory leave used will come from the annual or compensatory leave the employee had earned (if any) prior to January 1st of the calendar year the employee has elected to cash-out. The employee's use of earned, but unused annual and/or compensatory leave accumulated from previous

calendar years shall not result in a reduction in the number of annual and/or compensatory hours the employee is eligible to cash-out.

7. An employee who experiences an unforeseen emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

   For these purposes, an "unforeseen emergency" means a financial hardship to the employee resulting from any of the following:

   a. Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or

   b. Loss or extensive damage to the employee's property due to casualty; or

   c. Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee.

   Whether an occurrence is an unforeseeable emergency shall be solely determined by the Executive Director Human Resources / Risk Management or designee.

8. Any conversion of annual leave hours to cash shall not cause the employee's total amount of accrued annual leave in their annual leave bank to fall below a 40 hour minimum balance. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

Section 3.03 Use of Retained Sick Leave

A. Employees may utilize any retained sick leave balance for use as paid leave for:

   1. Any bona fide illness or injury;

   2. Quarantine due to exposure to contagious disease;

   3. Any treatment or examination including, but not limited to, medical, dental or ocular;

   4. Death in the immediate family;

   5. Time off to resolve issues related to the employee being a victim of domestic violence, sexual assault or stalking as defined in California Labor Code Section 230;

   6. Personal Leave as defined in Section 3.05;

   7. Conversion to PERS Service Credit pursuant to CalPERS regulations.

B. A City employee is not entitled to use retained sick leave for illness or injury arising out of employment, other than employment for the City, for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation.

C. Employees are not eligible to use retained sick leave for donations to catastrophic leave programs.

D. All determinations of retained sick leave usage will be made by the Agency Head concerned, subject to the approval of the Executive Director Human Resources/Risk Management.

Section 3.04 Management Leave

Employees accrue 40 hours of management leave with the first pay period ending in January. Effective January 1, 2024, employees shall accrue 50 hours of management leave with the first pay period ending in January. Employees hired or promoted after that date shall receive a prorated amount of such leave. Such leave may only be utilized as time off during the calendar year. Any remaining hours will not carry over to the succeeding calendar year. Such leave will not convert to compensation upon separation from employment. Employees will not use management leave to extend retirement or separation date.

Section 3.05 Personal Leave

An employee may use up to three (3) working days of retained sick leave per calendar year as paid personal leave, provided an emergency or other urgent and justifiable cause is presented at the time the request is made. Additional leave may be authorized by the City Manager from any leave accrued, or without pay.

Section 3.06 Bereavement Leave

A. In the event of a death in the employee's immediate family, the employee shall be granted three (3) working days of paid bereavement leave. Such bereavement leave shall not be charged against any accrued annual leave or management leave. Employees shall be granted an additional two (2) working days of unpaid bereavement leave in the event of a death in the employee's immediate family member. The employee may elect to use accrued time off including annual leave or management leave to cover the unpaid portion of their bereavement leave.

B. A total of five (5) working days of paid bereavement leave shall be granted if there is a death in the immediate family outside the State boundaries or more than 250 miles from the employee’s home. Such bereavement leave shall not be charged against the employee’s annual leave or management leave.

C. Bereavement leave shall be completed within three (3) months of the date of death of the immediate family member. The days of bereavement leave need not be consecutive.

D. Immediate family for this provision is defined as the following relationships relative to the employee: child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; sibling; or any other relationship included in the definition of “family member” in California labor code section 245.5 (4)(c) or successor legislation.

Section 3.07 Compensatory Leave

Employees are not eligible to accrue compensatory time. Any employee who is promoted to the Department Head Group will be required to convert any accrued balance of compensatory time to compensation at the rate of pay prior to the promotion.

Section 3.08 Family Medical Care Leaves

A. Family Leave shall be granted in accordance with the California Rights Act of 1993 and the Family and Medical Leave Act of 1993, and any modified provisions and interpreted regulations for those respective statutes.

B. Employees may utilize up to six (6) weeks of retained sick leave for leaves of absence for care of family members that fall under the provisions of the FMLA and CFRA. This sick leave may be in addition to any other paid or unpaid leave, which may be granted under the provisions of FMLA and CFRA. This sick leave shall be used prior to the unpaid leave provisions of FMLA and CFRA. Both paid and unpaid time during an approved FMLA/CFRA leave or Pregnancy Disability Leave (PDL) of absence shall run concurrently with FMLA/CFRA leave.

C. Employees on any type of leave are required to use all eligible leave accruals, or the number of hours for full integration if integrating with disability programs, up to 80 hours per pay period. Employees are not permitted to take time off without pay if eligible leave accruals are available. Eligible leave accruals include, but are not limited to, annual leave and management leave for any purpose, and retained sick leave accruals if used for qualified medical, bereavement, or personal reasons as defined in this Article.

Section 3.09 Paid Parental Leave

A. Each employee shall be granted a paid parental leave of absence not to exceed 40 hours per calendar year upon the birth or adoption of the employee's child or children. Any such leave must be taken within six (6) weeks before or after the estimated birth or adoption date and is subject to the department's established time off or leave of absence approval procedures. Such paid parental leave shall not be charged against the employee's sick leave, vacation leave, or annual leave.

B. The employee may be required to furnish evidence satisfactory to the City of the birth or adoption of the employee's child or children and/or the employee's relationship to the child or children.

C. Paid Parental Leave will be considered as qualifying leave under the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA) and shall run concurrently with an entitled unpaid Family Leave (provided that the employee is deemed eligible for CFRA and/or FMLA). Unpaid Family Leave shall be granted in accordance with CFRA and FMLA and the interpreted regulations for those respective statues.

Section 3.10 Catastrophic Leave

A. The City agrees to permit employees within the Department Head Group to contribute a portion of their accrued annual leave to another employee when such employee has suffered a catastrophic injury or illness. Employees may receive donations from other employees.

B. The City also agrees to permit employees to contribute a portion of their accrued annual leave to another employee when such an employee is on an approved leave of absence due to the verifiable illness or injury of the employee's spouse, domestic partner, parent or child. Retained sick leave may not be donated.

C. All Catastrophic Leave transfers are subject to the following conditions:

1. The Human Resources / Risk Management Department shall review all requests from the receiving employee to determine eligibility for catastrophic leave prior to the receiving employee or their Department requesting donations.

2. Catastrophic injury or illness as used in this provision is defined as an unforeseen or sudden unexpected illness or injury requiring immediate attention.

3. The receiving employee shall be on an approved continuous leave of absence at least 40 hours due to the catastrophic injury or illness. A statement from the employee's or family member's treating physician is required.

4. The employee has exhausted all accrued leave time and is therefore facing financial hardship.

5. The receiving employee must participate in any City disability benefits for which the employee is eligible (e.g. short-term disability, long-term disability, or workers' compensation).

6. The total number of hours that can be donated to the receiving employee from all contributing employees combined shall not exceed 520 hours within 26 consecutive pay periods.

7. The contributing employee must have at least 96 hours of annual leave remaining after such contribution. The leave application rate shall be based on the contributing employee's dollar value, which shall be adjusted proportionally to the receiving employee's rate.

8. The transfers must be in whole hour increments. Donations shall be transferred in accordance with the recipient's needs. Employees may not donate retained sick leave.

9. Once the leave has been transferred from the donating employee to the receiving employee, the transfer is irrevocable. Transfers shall be subject to all taxes required by law.

10. Requests and transfers shall be made on a form prescribed by the Human Resources / Risk Management Department.

Section 3.11 Jury Duty

A. In the event any full-time employee is duly summoned to any court during the employee's scheduled working hours for the purpose of performing jury service or serving as a witness, except in cases where the employee is a plaintiff, petitioner, defendant, respondent, or appellant; the employee shall be released from the employee's regular duties with pay. Any fees for the performance of such service, excepting mileage or sustenance allowances, shall be remitted to the City.

B. Any employee called for jury duty in Rancho Cucamonga must return to work if dismissed before 3:00 p.m. If the employee is called to San Bernardino, he or she must return to work

if dismissed by 2:00 p.m. Upon return from jury duty, the employee shall present a certificate of service to the employee's Agency Head.

C. This section shall not apply when an employee is summoned or otherwise required to appear in court in the course of City business.

Article IV. Benefits

Section 4.01 Health Insurance Contribution

The City will contribute up to a maximum of $300 per month toward health insurance premiums for active and retired employees. This amount is inclusive of the minimum statutory employer contribution under CalPERS medical (PEMHCA) for active employees who choose to enroll in the City's medical plan.

Section 4.02 Insurance

A. City Contributions to Cafeteria Plan Benefits

1. The City will maintain an IRS Code Section 125 qualifying Cafeteria Plan to allow employees to pay for pre-tax medical, dental and vision benefits.

2. **Enrollment:** An Eligible Employee must enroll in the City medical insurance plan unless the employee satisfies the conditions to be eligible for the opt-out provision below. The City's lowest cost employee-only plan satisfies the Federal Poverty Line Safe Harbor under the Patient Protection and Affordable Care Act.

3. **City Contribution:** For eligible active employees, excluding those in the Deputy Police Chief and Chief Deputy classifications, who enroll in coverage, the City Contribution, inclusive of the Health Insurance Contribution set forth in Section 6.01(A), shall be tiered. Employees who enroll in the City's medical plan shall receive a Health Flex Contribution depending on the level of coverage selected by the employee as follows:

Single Coverage	$765
Two-party Coverage	$1,090
Family Coverage	$1,380

4. Eligible active employees who enroll in coverage, the monthly City Contribution, inclusive of the Health Insurance Contribution set forth in Section 4.01(A), shall be based on the level of coverage selected by the employee, and equal to the corresponding Kaiser premium for the region in which the employee is enrolled and as reflected on the CalPERS monthly billing statement. Employees hired on or before December 31, 2017 selecting single party coverage, shall receive a contribution of no less than $765 per month, or the applicable Kaiser premium for single party coverage, whichever is greater. Employees hired on or after January 1, 2018, selecting single party coverage, shall receive a monthly contribution up to the Kaiser premium for single party coverage for the region in which the employee is enrolled.

5. For purposes of the Affordable Care Act's employer mandate, the amount of the lowest cost plan offered to the Eligible Employees is considered a Health Flex Contribution. A Health Flex Contribution cannot be cashed out or applied to other benefits.

6. After enrolling in the selected coverage, an Eligible Employee may take the remainder of the City's Contribution in cash. Only those Eligible Employees hired on or before December 31, 2017, and enrolled in single level coverage, may take the remainder of the City's contribution in cash as taxable compensation

7. For employees in the Deputy Police Chief classification, the health insurance contributions rate shall not be less than the contribution provided for Police Captains in the Ontario Police Management Group Memorandum of Understanding.

8. For employees in the Chief Deputy classification, the health insurance contributions rate shall not be less than the contribution provided for Deputy Fire Chiefs in the Ontario Fire Management Group Memorandum of Understanding.

9. **Cash-in-Lieu Option:** An employee will be eligible to receive cash-in-lieu instead of enrolling in a City offered medical insurance plan only if the following conditions are satisfied:

    a. The employee signs a form attesting that the employee and the employee's Tax Family have Alternative Required Coverage for the Opt-Out Period meeting the following definitions:

        1. Tax Family - all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt-out applies.

        2. Alternative Required Coverage - minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

        3. Opt-Out Period - the plan year to which the opt-out arrangement applies.

    b. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive cash in lieu.

    c. The cash in lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this Section are not otherwise satisfied.

    d. If the above conditions are satisfied:

        1. Eligible Employees hired on or after September 1, 2004, are eligible to receive $420 per month cash-in-lieu.

        2. Eligible Employees hired on or before September 1, 2004, are eligible to receive $485 per month cash-in-lieu.

10. **Dental Insurance:** Employees who enroll in the City's dental plan shall receive an employer contribution up to the DPO basic plan premium for employee and dependents (in addition to the City Contribution described in Section 4.02). Employees who do not enroll in the City dental plan will not receive employer contribution for dental premiums.

For employees in the Deputy Police Chief classification, the dental insurance contributions rate shall not be less than the contribution provided for Police Captains in the Ontario Police Management Group Memorandum of Understanding.

For employees in the Chief Deputy classification, the dental insurance contributions rate shall not be less than the contribution provided for Deputy Fire Chiefs in the Ontario Fire Management Group Memorandum of Understanding.

11. **Vision Insurance:** Employees who enroll in the City's vision plan shall receive an employer contribution up to the basic vision plan premium for employee and dependent coverage (in addition to the City Contribution described in this Section 4.02). Employees who do not enroll in the City vision plan will not receive employer contribution for vision premiums.

    For employees in the Deputy Police Chief classification, the vision insurance contributions rate shall not be less than the contribution provided for Police Captains in the Ontario Police Management Group Memorandum of Understanding.

    For employees in the Chief Deputy classification, the vision insurance contributions rate shall not be less than the contribution provided for Deputy Fire Chiefs in the Ontario Fire Management Group Memorandum of Understanding.

B. Eligible Employee Requirements

1. Employees must be full-time (i.e. scheduled for a minimum of 40 hours per week) and be in a paid status for a minimum of 15 hours per pay period to be eligible for the benefits of Section 4.02, unless the employee is receiving disability benefits. Paid status includes hours paid for: regular work time, annual leave, management leave, bereavement leave, retained sick leave, jury duty leave, personal leave, catastrophic leave, paid parental leave, paid military leave, disciplinary leave and paid holidays.

2. The City Manager may authorize, at their sole discretion, continuation of benefits for employees that do not have 15 hours of pay for a limited period of time. As defined under the Family Medical Leave Act of 1993 (FMLA), the City may determine that some unit employees may fall under the criteria of a "key" employee. If not a key employee, health benefits shall be continued as required by law for leave taken pursuant to FMLA.

3. Employees who have leave balances must use all leave accruals available each pay period up to 80 hours, or up to the amount needed to reach 80 hours when combined with disability and workers' compensation payments.

C. Disability

The City assumes the full premium cost for the employee in the City-designated short and long-term disability programs.

D. Life and Accidental Death & Dismemberment Insurance

Except for employees in the Deputy Police Chief and Chief Deputy classifications, employees shall be covered by the City's group term life insurance and accidental death and dismemberment (AD&D) insurance plan. The City will pay the premiums for life insurance coverage amounts of $75,000 for basic life and $75,000 for AD&D.

For employees in the Deputy Police Chief classification, the City will pay a monthly life and AD&D insurance premium providing $300,000 basic life insurance or $300,000 AD&D insurance and not less than that of the Police Captains in the Ontario Police Management Group Memorandum of Understanding.

For employees in the Chief Deputy classification, the City will pay a monthly life and AD&D insurance premium providing $300,000 basic life insurance or $300,000 AD&D insurance and not less than that of the Deputy Fire Chiefs in the Ontario Fire Management Group Memorandum of Understanding.

E. Retiree Health, Medicare, and Dental Contributions

For employees in the Deputy Police Chief classification, the retiree health, Medicare and dental insurance contributions shall be no less than the same contribution provided for Police Captains in the Ontario Police Management Group Memorandum of Understanding.

For employees in the Chief Deputy classification, the health, Medicare and dental insurance contributions shall be no less than the contribution provided for Deputy Fire Chiefs in the Ontario Fire Management Group Memorandum of Understanding.

Section 4.03 Flexible Spending Accounts

The City will offer Flexible Spending Accounts (FSA) to all unit employees. An FSA allows an employee to make pre-tax deductions for qualifying medical, dental, vision expenses, and dependent care expenses. The plan is established and administered in accordance with Section 125 of the Internal Revenue Service code.

Section 4.04 Deferred Compensation

A. The City has established a Section 401(a) money purchase plan for employer deferred compensation contributions. Effective July 2, 2023, the City will contribute 3% of the employee's base salary to the Section 401(a) plan up to the maximum amount established by the relevant sections of the tax codes.

B. For employees in the Deputy Police Chief classification, the deferred compensation contribution shall not be less than the contribution provided for Police Captains in the Ontario Police Management Group Memorandum of Understanding.

C. For employees in the Chief Deputy classification, the deferred compensation contribution shall not be less than the contribution provided for Deputy Fire Chiefs in the Ontario Fire Management Group Memorandum of Understanding.

D. Employees are eligible to voluntarily participate in a Section 457(b) deferred compensation plan as provided for in State and Federal Tax codes. Employees may contribute additional deferred compensation to the plan in accordance with plan provisions and subject to plan maximums.

Section 4.05 Employee Assistance Program

The City offers an employee assistance program for all members of this group. Confidentiality regarding employee use of this program will be maintained in full compliance with State and Federal Regulations.

Section 4.06 Tuition Reimbursement

To provide encouragement for all unit employees to continue educational development, specified employees shall be eligible for reimbursement of tuition expenses. The City shall reimburse an eligible employee for the cost of tuition for academic and continuing education courses that are determined to be job-related and subject to the following conditions:

A. Full-time employees are eligible.

B. The determination that the course is job related shall be made by the employees' Agency Head.

C. The course shall provide college-level or professional continuing education credit from an accredited educational institution.

D. The employee is not eligible for assistance from any other source.

E. Submission and approval of the request for reimbursement must be completed at least 30 calendar days prior to the start date of the course.

F. Tuition is the only expense that shall be reimbursable. No reimbursement shall be made for lab fees, books, travel costs, etc.

G. Classes shall not interfere with the employee's normal work hours. Any exceptions must be approved by the employee's Agency Head.

H. Certification of completion of the course with a passing grade must be obtained and submitted within 60 calendar days after completion of the course.

I. The maximum reimbursement amount paid to an eligible employee shall not exceed $1,000 per calendar year.

Tuition reimbursement requests shall be submitted through the City's human resources information system to the employee's Agency Head for a determination that the course is job-related. After such determination is made, the Agency Head shall approve the request and it will be routed to Human Resources for processing. The Human Resources / Risk Management Department shall be responsible for notifying the employee of the disposition of the request prior to the start date of the course. Proof of payment and proof of completion shall be submitted to Human Resources. Reimbursement shall be made within 30 calendar days following the receipt of proof of payment amount and proof of completion.

Section 4.07 Auto Allowance

The City may assign a City-owned vehicle to an employee for use on City business or the City may provide a monthly allowance of up to a maximum of $350 for an employee that is regularly required to use the employee's private vehicle on City business. The City Manager may adjust such stipend in accordance with levels of activity and operational necessity.

If assigned, a City-owned vehicle may be used by the employee for City business and for commuting to and from the employee's residence. Such assignment of a vehicle would be in lieu of an auto allowance. Due to the nature of the employee's duties, the vehicle may be garaged at the employee's residence. The City shall be responsible for the purchase, fueling, maintenance, repair, and regular replacement, if warranted, of the assigned vehicle during and as a result of their scope and performance of duties. The employee must be licensed to operate a Class C

vehicle in the state of California and possess automotive automobile liability insurance as required by the State of California law. Consistent with California law, as the vehicle operator, the employee assumes responsibility for the safe operation of the vehicle. The City may be required to report all, or a portion, of the value of the provided vehicle as income consistent with applicable Internal Revenue Service regulations.

Section 4.08 Meal Reimbursement

An employee may request reimbursement for meals consumed after regular work hours when such employee is required by the Agency Head to attend City Council meetings and City Commission meetings that are in addition to those regularly scheduled. The limit for reimbursement shall be $12 and only actual expenses will be reimbursed. Requests will be submitted on the City's reimbursement form through established channels and must include receipts verifying the expense.

Section 4.09 Health and Wellness Reimbursement

Effective July 1, 2024, employees shall be reimbursed up to $1,000 each fiscal year for eligible health and wellness related expenses incurred for themselves and their eligible dependents that are not otherwise covered by the City's group plans. Such expenses may include: out-of-pocket health plan premiums; health plan deductibles; gym/fitness club membership fees; sports activities or fees; sports clothing (footwear, equipment, training and wearable fitness devices); outdoor/indoor equipment fees and rentals; subscriptions and fees for virtual/online home fitness classes or fitness / health related applications; medical testing (biometric testing, fitness, BMI assessment); holistic healing and acupuncture; massage therapy; lessons or personal training; state or national park passes; art supplies; musical instruments; hobby and craft supplies; learning tools (applications, software or online subscriptions), or any other health and wellness related expense as determined by the Executive Director Human Resources / Risk Management. Reimbursements shall be made at designated times twice each year pursuant to the program provisions. Upon hire or promotion, employees will be eligible for a prorated reimbursement for the current fiscal year.

Article V. Retirement – End of Service

Section 5.01 CalPERS Contribution

A. Classic Member

1. A classic member is defined as an employee who meets the definition of a "classic" member for purposes of retirement pension benefits in accordance with the Public Employees' Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013, in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six (6) months. CalPERS ultimately determines who is a classic member in compliance with the law.

2. Classic CalPERS members shall be eligible for the 2.5% @ 55 Full and Modified Formula for Local Miscellaneous Members including integration with Social Security.

This also includes the optional benefit of Government Code Section 20042, Highest Single Year.

3. Classic members, except those in the Deputy Police Chief and Chief Deputy classifications shall pay the employee's contribution of 8% percent as a pre-tax deduction to CalPERS. Employees in the Deputy Police Chief classification shall pay the same CalPERS contributions as employees in the Ontario Police Management Group. Employees in the Chief Deputy classification shall pay the same CalPERS contributions as employees in the Ontario Fire Management Group.

B. New Member

1. A new member is defined as an employee who meets the definition of a "new" member for purposes of retirement pension benefits pursuant to the Public Employees' Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013, or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.

2. New Members shall be eligible for the 2% @ 62 Formula for Local Miscellaneous Members including integration with Social Security.

3. The employee contribution for new members shall be one-half the normal cost, as determined by CalPERS. As of July 2013, the required employee contribution for new members is 6.25%, except for those in the Deputy Police Chief and Chief Deputy classifications. This amount will be adjusted periodically by CalPERS. Employees in the Deputy Police Chief classification shall pay the same CalPERS contributions as employees in the Ontario Police Management Group. Employees in the Chief Deputy classification shall pay the same CalPERS contributions as employees in the Ontario Fire Management Group.

C. Optional Benefits for Classic and New Members

The City's contract with the Public Employees' Retirement System includes the following optional benefits for both classic and new members:

1. Section 20903 – Two Years Additional Service Credit

2. Section 20965 – Sick Leave Credit

3. Section 21024 – Military Service Credit

4. Section 21037 – Cancel Payment for Optional Service Credit upon Retirement for Disability

5. Section 21548 – Pre-Retirement Optional Settlement Death Benefit

Section 5.02 Employee Severance Compensation

In recognition that employees serve at the will and pleasure of the City Manager, the City Manager may offer employment severance pay to terminating employees. The period of such severance compensation shall be determined by the City Manager and may be included in the terms of a

contractual agreement between the employee and the City made at the time the individual is hired or promoted.

Article VI. General Provisions

Section 6.01 Overpayments, Recovery and Underpayments

A. In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of overpayment. The repayment shall ideally occur within the same time frame as the overpayment was received by the employee or sooner at the employee's discretion. For overpayments in excess of $100.00, the minimum repayment amount shall be $50.00 per pay period.

B. Either Human Resources, or the Payroll Department shall provide written documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the Payroll Department to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method (including repayment from personal funds) will be documented in writing.

C. Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the approval of the Executive Director Human Resources / Risk Management or their designee.

D. If the employee leaves employment prior to repayment of overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City shall initiate a collections process against the employee.

E. In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

Section 6.02 Direct Deposit and Electronic Pay Advice

A. Employees must make and maintain arrangements for direct deposit of their net paychecks into the financial institution of their choice via electronic fund transfer. Such arrangements shall be made within one (1) month.

B. In an extraordinary circumstance/event that an employee is unable to make arrangements for electronic fund transfer, the employee shall submit a request in writing to Human Resources to be considered for an exception. Human Resources shall review the request for the Direct Deposit Special Exemption and may request supporting documentation; and the employee will be notified of the determination.

C. Any Direct Deposit Special Exemption granted may be reviewed periodically for continuation, subject to the approval of Human Resources.

D. The electronic pay advice will be available for employees to view, save and print in the City's human resources information system on the employee's pay day.

ARTICLE VII. FINAL SIGNATURE

All provisions set forth in this Profile are hereby effective the 1st day of July 2023.

City of Ontario
Scott Ochoa **City Manager**

APPENDIX A

DEPARTMENT HEAD COMPENSATION RANGES EFFECTIVE JULY 2, 2023

RANGE	MINIMUM	MEDIAN	MAXIMUM
DH1	$ 10,902.66	$ 12,704.54	$ 14,506.41
DH2	$ 11,447.79	$ 13,339.76	$ 15,231.73
DH3	$ 12,020.18	$ 14,006.75	$ 15,993.32
DH4	$ 12,621.19	$ 14,707.09	$ 16,792.98
DH5	$ 13,252.25	$ 15,442.44	$ 17,632.63
DH6	$ 13,914.86	$ 16,214.56	$ 18,514.26
DH7	$ 14,610.61	$ 17,025.29	$ 19,439.98
DH8	$ 15,341.14	$ 17,876.56	$ 20,411.98
DH9	$ 16,108.19	$ 18,770.38	$ 21,432.57
DH10	$ 16,913.60	$ 19,708.90	$ 22,504.20
DH11	$ 17,759.28	$ 20,694.35	$ 23,629.41

PS1	$ 19,326.20	$ 22,515.03	$ 25,703.85
PS2	$ 20,485.70	$ 23,865.84	$ 27,245.98
PS3	$ 21,162.19	$ 24,653.96	$ 28,145.72
PS4	$ 22,431.84	$ 26,133.10	$ 29,834.35

DEPARTMENT HEAD COMPENSATION RANGES EFFECTIVE JULY 14, 2024

RANGE	MINIMUM	MEDIAN	MAXIMUM
DH1	$ 11,938.41	$ 13,911.47	$ 15,884.52
DH2	$ 12,535.33	$ 14,607.04	$ 16,678.74
DH3	$ 13,162.10	$ 15,337.39	$ 17,512.68
DH4	$ 13,820.21	$ 16,104.26	$ 18,388.32
DH5	$ 14,511.22	$ 16,909.47	$ 19,307.73
DH6	$ 15,236.78	$ 17,754.95	$ 20,273.12
DH7	$ 15,998.61	$ 18,642.69	$ 21,286.77
DH8	$ 16,798.55	$ 19,574.83	$ 22,351.11
DH9	$ 17,638.47	$ 20,553.57	$ 23,468.67
DH10	$ 18,520.40	$ 21,581.25	$ 24,642.10
DH11	$ 19,446.42	$ 22,660.31	$ 25,874.21

PS1	$ 21,162.19	$ 24,653.95	$ 28,145.72
PS2	$ 22,431.84	$ 26,133.09	$ 29,834.35
PS3	$ 23,172.60	$ 26,996.08	$ 30,819.56
PS4	$ 24,562.87	$ 28,615.74	$ 32,668.61

DEPARTMENT HEAD CLASSIFICATIONS – RANGE ASSIGNMENTS EFFECTIVE JULY 2, 2023

CLASSIFICATION	RANGE
Assistant City Clerk / Records Management Director	DH5
Assistant Finance Director	DH5
Assistant General Manager - Administration and Customer Service	DH6
Assistant General Manager - Utilities Engineering and Operations	DH8
Assistant Human Resources Risk Management Director	DH4
Assistant Information Technology Director	DH5
Broadband General Manager	DH6
Building Official	DH5
Chief Investment Officer	DH1
City Engineer	DH8
Communications and Community Relations Director	DH5
Community Development Assistant Director	DH8
Community Improvement Director	DH2
Departmental Administrator	DH1
Deputy City Manager (DH)	DH5
Economic Development Director	DH6
Emergency Medical Services Director	DH2
Fire Administrative Director	DH2
Housing Services Director	DH2
Innovation Performance and Audit IPA Director	DH5
Integrated Waste Director	DH6
IT Applications Director	DH2
IT Operations Director	DH2
IT Systems Director	DH2
Library Director	DH2
Management Services Director	DH5
Municipal Services Director	DH1
Museum, Arts and Culture Director	DH1
Parks and Maintenance Director	DH1

CLASSIFICATION	RANGE
Planning Director	DH6
Police Administrative Director	DH2
Real Estate and Development Assistant Director	DH2
Recreation/Community Services Director	DH1
Utilities Customer Services Director	DH1
Water Resources and Regulatory Affairs Director	DH5
Deputy Police Chief	PS3
Chief Deputy	PS3

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Joseph Ramos Staff Member Presenting: Mike Gerken, Fire Chief Reviewed By: Sagar Patel Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: A RESOLUTION APPROVING AND ADOPTING THE CITY OF ONTARIO'S 2024 EMERGENCY OPERATIONS PLAN

RECOMMENDATION: That the City Council adopt a Resolution approving the City of Ontario's 2024 Emergency Operations Plan (EOP) update in accordance with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: There is no direct impact fiscal impact associated with this action. However, having a current Emergency Operations Plan does ensure the City remains eligible to receive State or Federal grant funding.

BACKGROUND & ANALYSIS: In 1993, California Government Code § 8607 enacted the Standardized Emergency Management System (SEMS). SEMS is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. Local government entities must use SEMS in order to be eligible for some reimbursement of response-related costs under the State's disaster assistance programs. Furthermore, to enhance the ability of the United States to manage domestic incidents, Homeland Security Presidential Directive - 5 (HSPD-5) was issued in 2003 in order to establish a single comprehensive National Incident Management System (NIMS). The National Incident Management System (NIMS) is based on the concept that local jurisdictions retain command, control, and authority over response activities, and is applicable to all incidents and all levels of government, including elected officials, appointed officials, and stakeholders who assume a role in emergency management. HSPD-5 requires adoption of NIMS by States, tribal, and local organizations as a condition for Federal preparedness funding.

The Emergency Operations Plan (EOP) is a preparedness document designed to be read, understood, and exercised before an emergency. It provides the planning basis for hazard identification, hazard mitigation, disaster preparedness, emergency response, and recovery efforts. The EOP creates a uniform structure for emergency management. While it is designed to include

the City of Ontario as part of the California SEMS, it is written primarily for (1) City Management Staff, (2) City Employees, (3) Federal, State, and County Governments, (4) Special Districts who serve City of Ontario residents, and (5) Private and volunteer organizations involved in emergencies.

City Council last approved and adopted the Emergency Operations Plan in 2014. Since that time, there have been numerous policy and industry changes which impact the way the City responds to various emergencies. To account for these changes, the Office of Emergency Management would make modifications to the plan as recommended by the Emergency Management Working Committee (EMWC), a body of representatives from each City department and agency. The last recorded update to the existing plan was made in 2019.

The proposed 2024 Emergency Operations Plan is a complete update to the entire plan with a design intended for easier readability for all stakeholders. Through the support of EMWC, City Staff from multiple departments reviewed and made changes to the existing plan to establish the policies, concepts, and general protocols aligned with both SEMS and NIMS. This updated EOP also identifies how the City fits into the overall National Response Framework. The Plan represents the City's commitment to prepare for natural, technological, and human-caused emergencies and disasters, and serves as a guide for decision-makers as they commit resources to reducing the effects of these emergencies and disasters. Upon approval by the City Council, the EOP will be reviewed annually by the EMWC and will be considered for the next major update to the plan in 2028.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE 2024 EMERGENCY OPERATIONS PLAN.

WHEREAS, Section 8610 of the California Government Code requires the Disaster Councils of all cities and counties to develop a plan for meeting all conditions constituting a local emergency or state of emergency; and

WHEREAS, Chapter 3 of Title 4 of the Ontario Municipal Code requires the development and submission of a disaster response plan to the City Council for adoption; and

WHEREAS, the City of Ontario has developed an Emergency Operations Plan that is Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) compliant; and

WHEREAS, the City Council of the City of Ontario wishes to provide for the organization of emergency services and coordination of emergency functions within the City and with other public agencies, private organizations, and businesses.

WHEREAS, the City of Ontario promotes and supports the goal of a prepared, disaster-resilient community; and

WHEREAS, the City of Ontario previously adopted it's Emergency Operations Plan with the adoption of Resolution No. 2014-039

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

SECTION 1. The City Council approves the City of Ontario 2024 Emergency Operations Plan Update.

SECTION 2. The City Council hereby authorizes that a copy of the City Council approved City of Ontario Emergency Operations Plan be forwarded to the San Bernardino County Operational Area (OA)

SECTION 3. The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of May 2024.

_____
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 Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 7, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held May 7, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO EMERGENCY OPERATIONS PLAN

EOP



MAY, 2024

Forward

This Emergency Plan addresses the City of Ontario's planned response to extraordinary emergency situations associated with natural disasters, technological incidents, nuclear defense operations, and terrorism. The goal of this Emergency Operations Plan is to reduce the loss of lives and property caused by disasters.

The plan does not apply to normal day-to-day emergencies and the well-established and routine procedures used in coping with such emergencies. Instead, the operational concepts reflected in this plan focus on potential large-scale disasters, which can generate unique situations requiring unusual responses. Such disasters pose major threats to life and property and can impact the well-being of large numbers of people.

This plan should be considered a preparedness document. To be effective, it must be read and understood **before** an emergency. It is designed to include the City as part of the statewide emergency management system and is fully consistent with both the Standardized Emergency Management System and the National Incident Management System.

The **Basic Plan** provides overall organizational and operational concepts for responding to various identified hazards that may impact the City of Ontario.

Individuals and agencies assigned emergency responsibilities within this plan will prepare appropriate emergency operating procedures and maintain an acceptable level of preparedness to implement portions of the plan. These Standard Operating Guides can be considered an extension of the City of Ontario Emergency Operations Plan.

Plan Revisions

Date	Section	Description

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1. Introduction



1.1 Purpose and Scope

This Emergency Operations Plan (EOP) is intended to provide a comprehensive plan for managing emergency situations involving natural disasters, homeland security emergencies, and technological accidents within the City of Ontario.

This EOP contains a hazard analysis and a description of preparedness measures intended to protect the health and lives of community members and minimize damage. It describes procedures for activating the City of Ontario's Emergency Operations Center (EOC) and the organization within it, responding to emergency situations, and conducting recovery operations to restore the community after a disaster.

This EOP provides an overview of concepts that are integral to the City's emergency response, including the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS), and the Incident Command System (ICS). This plan also includes a discussion of the responsibilities of federal, state, regional, and county-level government agencies.

This plan is intended to serve as a guideline for emergency operations for all hazards. Officials within the City of Ontario's Office of Emergency Management (OEM) have the authority to modify the policies established in this EOP during an emergency to improve the City's response, as needed. This EOP does not precisely describe the field-level response for emergencies, which are otherwise included in the Standard Operating Procedures for individual departments.

This EOP should be read, understood, and exercised prior to an emergency. It is the result of a joint planning effort between multiple City departments and reflects input and information from numerous committees, state and federal agencies, and nongovernmental organizations. Updates to the plan itself are the responsibility of the City of Ontario's Emergency Manager, while Functional Annexes are the responsibility of the respective Department Directors.

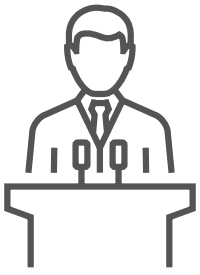


1.2 City EOP

Activation of the EOP occurs as the result of the following conditions:

- By order of the Director of Emergency Services (Director) as specified in City Municipal Code Title 4, Chapter 3, Section 4-3.06, provided that the existence or threatened existence of a Local Emergency has been proclaimed per the City Municipal Code.
- When the Director determines that the available resources are inadequate to cope with the incident.
- When the Governor proclaims a State of Emergency for an area that includes the City.
- Automatically on the proclamation of a State of War Emergency as defined in the California Emergency Services Act (Government Code §§ 8550, et seq.).
- A Presidential Declaration of a National Emergency.

EOP activation should not be confused with activation of the City's EOC. Detailed information about activating the City's EOC is contained in **Appendix M.**







1.3 Relationship to Other Plans

The EOP is the primary document used by the City to describe the conduct of emergency management activities. The EOP addresses how emergency response and recovery operations will be conducted and how resource support will be requested and coordinated.

The EOP is not a stand-alone document. Its purpose is to coordinate emergency operations while supporting the emergency plans and procedures of all City departments. The EOP is designed to be flexible enough to adapt to a changing response environment while meeting the needs of supporting and requesting organizations. Other plans and guidelines the EOP may support/complement include:

2024

State of California Emergency Plan

2023

California Fire Service and Rescue Emergency Mutual Aid Plan

2022

State of California Emergency Management Mutual Aid Plan

2019

California Law Enforcement Mutual Aid Plan

2011

California Public Health and Medical Emergency Operations Manual

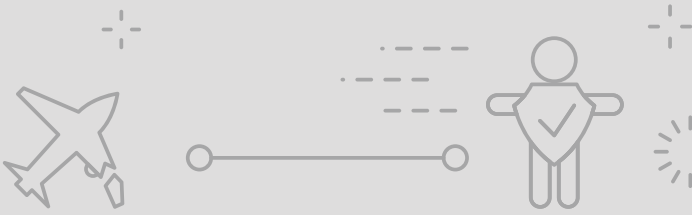
2018

San Bernardino County Operational Area Emergency Operations Plan

2023

City of Ontario Local Hazard Mitigation Plan

Other City Department Emergency Operations Plans and Standard Operating Procedures



1.4 Plan Organization

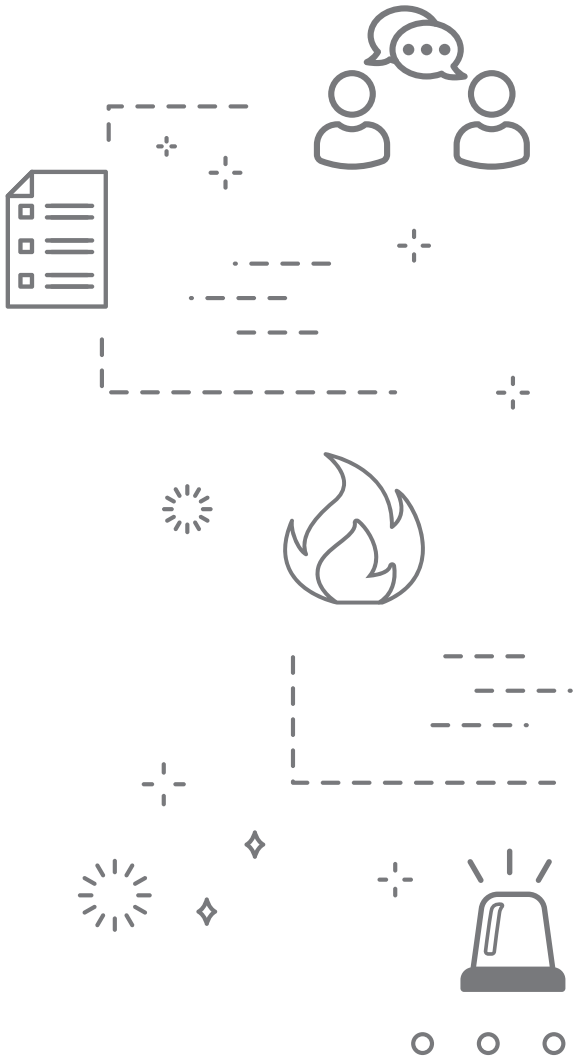
The basic plan describes the policies, responsibilities, fundamental systems, operational priorities, strategies, and assumptions that the City of Ontario will utilize to guide and support emergency management efforts. The purpose of the Basic Plan is to:

- Provide a description of the legal authorities upon which the City has structured its emergency management organization, including the emergency declaration process, activation of mutual aid agreements, and request for resources;
- Describe the context under which the City will respond to an incident, including a community profile and discussion of hazards and threats facing the community;
- Assign and describe roles and responsibilities for the City's agencies tasked with emergency preparedness and response functions;
- Describe a concept of operations for the City that provides a SEMS and NIMS-compliant framework upon which the City will conduct its emergency operations and coordinate with other agencies and jurisdictions;
- Describe the City's emergency response structure, including activation and operation of the City EOC and implementation of the ICS; and
- Discuss the City's protocols for maintaining and reviewing this EOP, including training, exercises, and plan maintenance.

These elements culminate with a comprehensive emergency management concept of operations that outlines the relationships and responsibilities of state government and its political subdivisions.

Support Annexes

The support annexes describe the framework through which City of Ontario departments and agencies, the private sector, non-profit and voluntary organizations, and other nongovernmental organizations coordinate and execute the common emergency management strategies. The actions described in the support annexes apply to nearly every type of emergency.



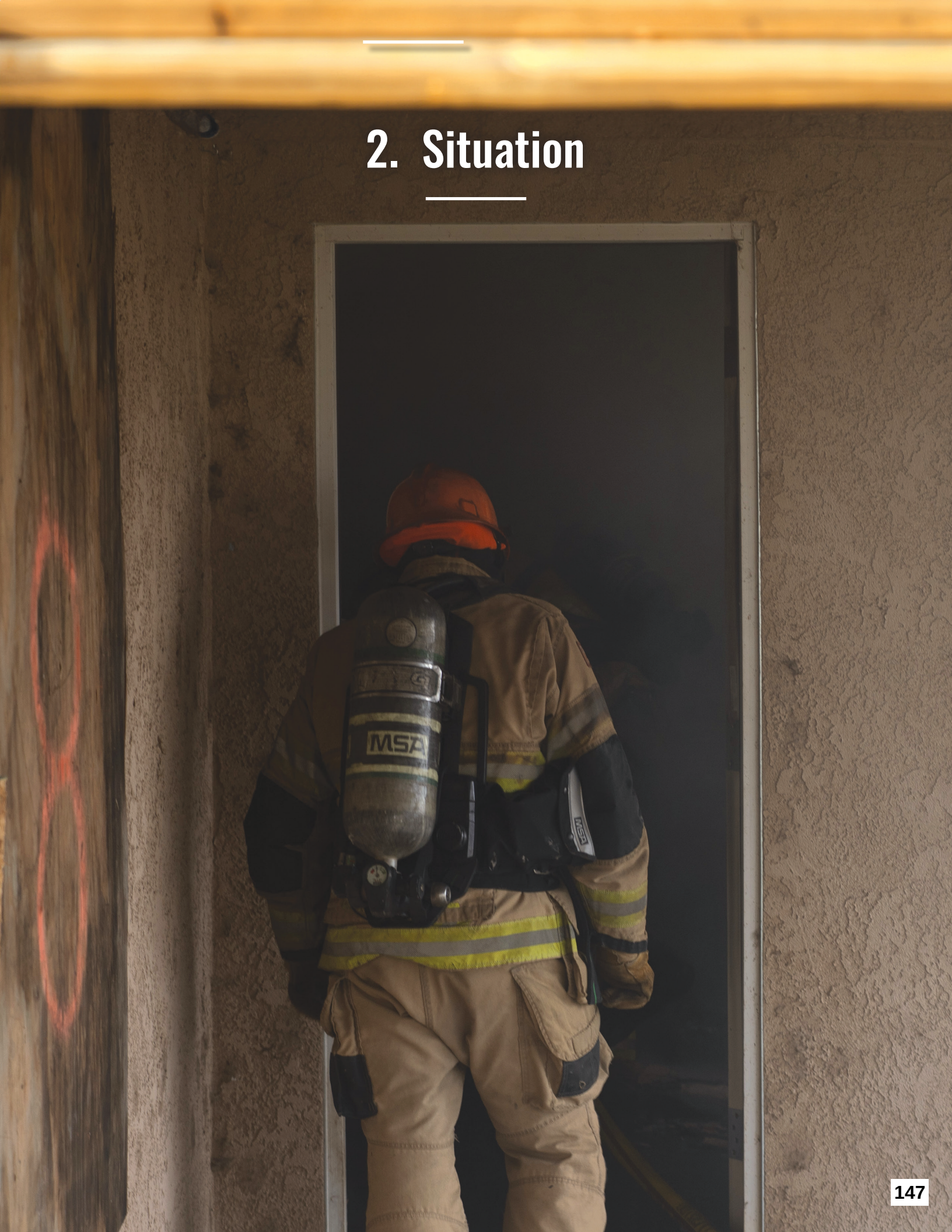
Hazard-Specific Annexes

The hazard-, threat-, or incident-specific annexes describe the policies, situation, concept of operations, and responsibilities for particular hazards, threats, or incidents.

Appendices

Subsequent plans and procedures developed in support of the Emergency Plan, such as mutual aid plans, hazard-specific plans, catastrophic plans, and related procedures, will be incorporated by reference and maintained separately from the basic plan.

2. Situation



2.1 Community Profile

The City of Ontario covers 50 square miles and is located 34 miles east of Los Angeles and 21 miles west of San Bernardino. The city is bordered to the west by Montclair and Chino, to the north by Upland, to the East by Rancho Cucamonga and Fontana, and to the south by Eastvale. Ontario is located on a flat plain at the base of the San Gabriel Mountains and is approximately 925 feet above sea level. According to the 2020 U.S. Decennial Census, the city's population is 175,518.

The City of Ontario is exposed to many hazards, all of which have the potential to disrupt the community, cause damage, and create casualties. Possible natural hazards include earthquakes, floods, and extreme weather (severe winds, extreme heat, and severe rainstorms). Other human-caused disaster situations could develop from public health-related incidents, major transportation accidents, hazardous material (HazMat) incidents, and acts of terrorism.

A hazard analysis has indicated that the City of Ontario is at risk from numerous hazards associated with natural disasters, technological incidents, and terrorism. These hazards are identified in the 2023 City of Ontario Local Hazard Mitigation Plan, which also provides information on their possible impact on the City of Ontario.

The organizations described or noted in this plan will be aware of significant emergency conditions as they arise. These conditions will trigger a response consistent with the respective responsibilities and roles defined by this plan, or other legal and policy frameworks. The responding organizations will be constrained in their response by the level of training, readiness activities, and interagency coordination undertaken prior to the event.

The citizens of the City of Ontario will be expected to provide for their immediate needs to the extent possible for at least 72 hours following a catastrophic event. This may include public and private resources in the form of lifeline services.

A catastrophic earthquake would adversely impact local, county, and state government response capabilities. Consequently, a number of local emergencies may be declared.

Communications, electrical power, water and natural gas lines, sewer lines, and fuel stations will be seriously impaired during the first 72 hours following a major earthquake and may not be fully restored for 30 days or more.

Transportation corridors will be affected, so only equipment, foodstuffs, supplies, and materials on hand will be available for use during the first 72 hours of emergency operations.

It is possible that only on-duty emergency response personnel will be available during the first 6 hours following a significant earthquake, with full mission capability not being reached for 24 hours.

In the event of a catastrophic regional earthquake, the City Of Ontario's EOC capability may be limited if communications links to other agencies and City departments are degraded, and a clear picture regarding the extent of damage, loss of life, and injuries may not be known for at least 72 hours.



2.2 Hazard Prioritization

See the 2023 City of Ontario Local Hazard Mitigation Plan for detailed hazard and threat analysis

2.3 Critical Facilities

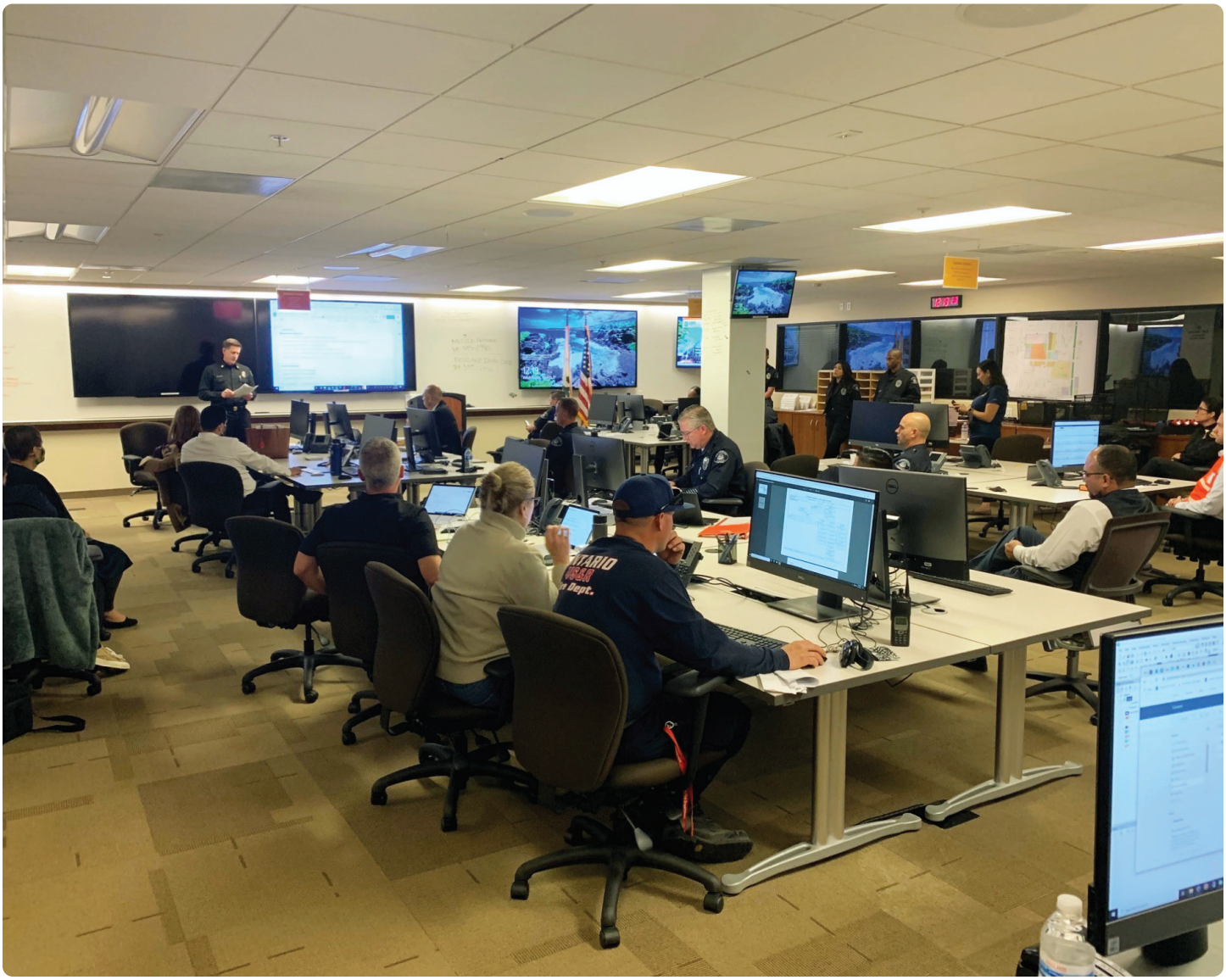
An inventory of City Critical Facilities is provided in **Appendix O.**

3. Concept of Operations



This EOP addresses a broad spectrum of events, from relatively minor incidents to full-scale disasters. Some emergencies, such as flooding or windstorms, can be forecasted in advance or with enough notice to allow City staff and members of the public to take steps to reduce injury and death, property damage, and environmental effects. Other emergencies, such as earthquakes or transportation incidents, can occur with little or no warning; in these instances, the activation of the EOP and mobilization and deployment of emergency response personnel and resources must occur immediately. All municipal departments and staff must be available to respond quickly and effectively in order to manage the emergency and accomplish three key goals:

- Provide effective measures to reduce injury and death, property damage, and environmental impacts.
- Provide for a rapid and complete recovery for affected businesses and local services.
- Provide documentation and records as necessary for cost recovery efforts.



3.1 Assumptions

- The City of Ontario is primarily responsible for emergency actions and will commit all available resources to save lives and minimize injury to people and property damage.
- The City will respond to emergencies within the existing Emergency Management Organization in the State of California.
- The City will use the ICS and the Multiagency Coordination System (MACS) for all incidents and events.
- The Director of Emergency Services will coordinate the City's disaster response in conformance with Title 4, Chapter 3 of the Ontario Municipal Code.
- The City of Ontario will participate in the San Bernardino County Operational Area (SBCOA).
- The City of Ontario's resources will be made available to local agencies and citizens to cope with disasters affecting this area.
- The City will commit its resources to a reasonable degree before requesting mutual aid assistance.
- Mutual Aid assistance will be requested when disaster relief requirements exceed the City's ability to meet them.
- Transportation infrastructure may be damaged or disrupted. Emergency responders may have difficulty reaching people, and evacuation routes may cause traffic backups slowing egress from damaged areas. The movement of emergency supplies may be impeded.

- Communication infrastructure may be damaged or disrupted, thus slowing the dissemination of information and reporting of persons needing help.

- Homes, businesses, public buildings, antenna sites, and other critical facilities may be damaged or destroyed. Public utilities may be damaged and either completely or partially inoperable.

- The City of Ontario will utilize SEMS/NIMS/ICS in emergency response operations.

- Emergency medical services and transport ambulances may be in short supply. Medical and healthcare facilities that remain open may be overwhelmed with medical care requests. Additionally, medicines may be in short supply.

- Damage to facilities that use hazardous or toxic chemicals could result in the release of these hazardous materials into the environment.

- Businesses in Ontario may not be able to supply the public with basic necessities such as food, water, blankets, etc. Additionally, businesses may have difficulty remaining open.

- Volunteers may come from other areas to help, causing problems with accountability. Donated goods not presently needed may be dropped off at various locations.

- Effective emergency operations require periodic training and exercises.



3.2 Emergency Management Phases

Emergency management has four phases: mitigation, preparedness, response, and recovery (Figure 3-1). The cycle is continuous; mitigation and preparation occur even without emergency response and recovery efforts. Phases can occur concurrently; for example, a community can begin recovery efforts while response operations are ongoing.

Figure 3-1
Emergency Management Phases



Mitigation

Mitigation, also known as prevention, occurs before emergencies occur and can be part of post-disaster recovery efforts. In this phase, the community seeks to reduce the risk of an emergency occurring or to reduce the impacts of a disaster if one does occur. The goal is to reduce long-term vulnerability to hazards and, by extension, to decrease the need for emergency response. Examples of mitigation efforts include retrofitting older buildings to improve earthquake resistance and replacing old storage tanks for hazardous materials.

Preparation

Preparing for emergencies involves ensuring that, when disasters occur, the City and community members can respond effectively. These actions include planning, organizing, equipping, and training to enhance response capabilities. This EOP details how the City of Ontario will prepare for emergencies, including outlining the actions that should be taken, how training will be conducted, and which staff positions are responsible.

Response

Response is the mobilization and deployment of emergency services and first responders once a disaster hits or when a potential disaster is imminent. The City is responsible for helping to ensure that response staff have the appropriate information and equipment to minimize injuries, deaths, and damage to property and the environment. The disaster response will be coordinated through the activation and operation of the EOC, as specified in this EOP.

Recovery

Recovery efforts involve restoring the community to its pre-disaster state (or beyond). It includes repairing and rebuilding any damaged or destroyed structures, returning key services such as utilities and City functions to full operation, and continuing to provide support such as temporary housing and financial assistance to residents and businesses affected by the disaster. Recovery efforts can be fairly short or take several years, depending on the scope of the incident. These efforts often require collaboration between federal, state, and local officials, as well as private businesses and non-profit organizations.

3.3 National Incident Management System (NIMS)

NIMS is a federal framework that emerged after the terrorist attacks of September 11, 2001, revealing flaws in multiagency emergency response strategies. On February 28, 2003, President Bush issued Homeland Security Presidential Directive #5, directing the Secretary of Homeland Security to create an emergency response framework for multiagency emergency response cooperation that could be applied consistently across the country regardless of the type or scope of the emergency. This directive also requires agencies to adopt NIMS and provide training to their employees; adoption of NIMS also makes agencies eligible for certain grants.



At the federal level, emergency preparedness, response, and recovery efforts are coordinated by FEMA. California, Hawaii, Nevada, and Arizona are in FEMA's Region IX. Additional federal agencies are assigned to these efforts as identified in the National Response Framework Emergency Support Functions. These agencies may include the Federal Bureau of Investigation, the U.S. Environmental Protection Agency, the U.S. Coast Guard, the Department of Health and Human Services, and others, depending on the nature of the emergency.

3.4 Standardized Emergency Management System (SEMS)

SEMS is a state-level framework for coordinating emergency response actions between local, regional, and state agencies. Much like NIMS, SEMS originated after a major emergency revealed problems in multiagency coordination; in this instance, the emergency was the 1991 fire in the Oakland hills. All agencies in California are required to use SEMS and to provide training in SEMS to employees. Local governments must use SEMS to be eligible for funding for their response-related personnel costs under state disaster assistance programs.

The framework of SEMS includes the ICS, multiagency or inter-agency coordination, the Master Mutual Aid Agreement (MMAA) and system, and the operational area concept. Each organizational level has its own emergency organization. See **Appendix D** for further information regarding SEMS as it relates to the City of Ontario.

3.5 Incident Command System (ICS)

The ICS is a framework to create a unified but flexible command structure to respond to emergencies. It was originally developed in 1968 to coordinate wildfire response efforts and was refined as a result of California wildfires in the 1970s. ICS protocols were formalized and integrated into SEMS and were later applied at a national level with the creation of NIMS. Several key principles of ICS have been carried forward into the SEMS/NIMS frameworks, including the following:

- **Modular Operations:** There are five functional groups within the ICS framework: Management, Operations, Planning/Intelligence, Logistics, and Finance. All emergency response operations will be carried out under one of these five groups. Each group will be activated and assigned particular subgroups as needed depending on the nature of the emergency. Activation and deactivation of a functional group or any subgroup should occur without disrupting emergency response efforts.

- **Personnel Management:** Each functional group or subgroup will have only one person in charge of that group's operations, a principle known as "unity of command." Depending on the nature of the emergency, a single individual may be responsible for multiple groups or subgroups. Throughout the entire organization, each individual should only report to one supervisor. Each supervisor should be responsible for three to seven people, ideally five.

- **Unified Command (UC):** When multiple agencies have jurisdiction over an emergency, it is necessary to establish a single response plan that allows agencies to work together without affecting individual accountability, authority, or responsibility. In the event of multiple emergencies or a single large emergency with multiple response teams, a single Area Command can be created to oversee the broader response. In the event that the incidents under the Area Command span multiple jurisdictions, the Area Command becomes a Unified Area Command.

- **Common Terminology:** Different individuals or agencies may use multiple terms when describing organizational functions, responsibilities and titles, resources, and facilities. ICS calls for standardization of this terminology to help ensure that information is conveyed accurately and reduce the risk of misunderstandings.

The ICS was specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS uses a common organizational structure to effectively accomplish the management of the incident by objectives.

The five functions of the ICS organization are Management, Operations, Planning, Logistics, and Finance:

- Management (Command) is responsible for directing, ordering, and/or controlling resources by virtue of explicit legal, agency, or delegated authority. It includes the Incident Commander (IC), who is responsible for the overall management of the incident. The management function includes the Information Officer, Liaison Officer, and Safety Officer.

- Operations are responsible for the coordinated tactical response of all field operations directly applicable to or in support of the mission(s) per the Incident Action Plan. Operations develops the Incident Action Plan's operations portion, requests resources to support tactical operations, maintains close communication with the IC, and ensures safer tactical operations. The operations function includes branches, divisions, groups, and air operations personnel.

- Planning is responsible for the collection, evaluation, documentation, and use of information about the development of the incident. Typically, the planning function includes the Resource Unit, Situation Analysis Unit, Documentation Unit, and Demobilization Unit.

- Logistics is responsible for providing facilities, services, personnel, and equipment and tracking the status of resources and materials in support of the incident. The logistics function includes the supply, facilities, ground support, communications, food, and medical units.

- Finance is responsible for all financial and cost analysis aspects of the incident and/or any administrative aspects not handled by the other functions. The finance function includes the Time Keeping Unit, Procurement Unit, Compensation/Claims Unit, and Cost Unit.

Common titles are used for organizational functions, resources, and facilities within ICS. The organizational structure is developed based on the type and size of an incident. The staff builds from the top-down as the indent grows, with responsibility and performance placed initially with the IC.

In all incidents, there will be five functions. Initially, the IC may be performing all five functions. Then, as the incident grows, each function may be established as a section with several units under each section.

3.6 Master Mutual Aid Agreement (MMAA)

The foundation of California's emergency planning and response is a statewide mutual aid system designed to ensure adequate resources, facilities, and other support are provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation. The basis for the system is the California Disaster and Civil Defense MMAA.



The MMAA was developed in 1950 and has been adopted by the state, all 58 counties, and most incorporated cities in the state. The agreement creates a formal structure wherein each jurisdiction retains control of its own facilities, personnel, and resources but may also receive or render assistance to other jurisdictions within the state. The state government is obligated to provide available resources to assist local jurisdictions in emergencies. The local jurisdiction is responsible for negotiating, coordinating, and preparing mutual-aid agreements.

See **Appendix G** for more information regarding Mutual Aid.

3.7 Emergency Management Assistance Compact (EMAC)

California is a signatory to the interstate EMAC, an organization ratified by the U.S. Congress that provides form, structure, and procedures for rendering emergency assistance between states. Once the Governor has proclaimed a State of Emergency, Cal OES will assess the resource needs for the incident. California can then request resources through the EMAC network for assistance provided by other states. Using EMAC resolves two (2) key issues regarding mutual aid: liability and reimbursement. This allows a disaster-impacted state to request and receive assistance from other member states quickly and efficiently.

Personnel deployed under EMAC submit documentation to their resource providers (home agency), who submit a reimbursement package to their home state. The home state submits a reimbursement to the requesting state, which then reimburses the assisting state. The requesting state covers the tort liability, and the responding state covers the workers' compensation liability.

3.8 Administration, Finance, and Logistics

3.8.1 Administration

In order to create a historical record of emergency response activities to improve procedures and develop mitigation strategies, the EOC shall include a specifically designated position within the documentation unit to document the actions taken during the emergency operation of the EOC. This responsibility should include the collection of incident command logs, action plans created during the emergency, internal and external entities involved, resources expended, etc. This information will form the official incident record when combined with the post-incident assessment.

3.8.2 Finance

The Finance and Administration Section is ultimately responsible for aggregating the overall costs incurred during an emergency that requires a substantial response effort. This financial information should include expenditures made by entities (internal and/or external) in addition to the EOC, and will be made available to support reimbursement efforts, insurance claims, and inform future emergency budgeting, etc. The Emergency Manager will inform responding agencies and local officials about the cost recovery process and how to document costs incurred during the response and recovery operations.

3.8.3 Logistics

Vulnerabilities, existing risks, internal response capabilities, potential external resources, and post-incident assessments identify resource shortfalls and recommend appropriate resource levels. The Emergency Manager should also review the list of external/contracted resources that might be required during an emergency and recommend which risks should be addressed through contingency contracts to facilitate rapid emergency response. Logistical considerations should also include support in an emergency for children and individuals with disabilities and their service animals.



4. Emergency Response Operations



4.1 Field Response

The field level is where emergency response personnel and resources, under the command of the appropriate authority, carry out tactical decisions and activities in direct response to an emergency situation or the threat of one. The field level is generally organized around the same principles and framework as all other emergency organizations; however, the field response is much more focused on tactical operations than a local-level emergency organization, which also has a large planning and support role. Typically, the field level has a greater proportion of Operations staff than other emergency organizations, although other sections (e.g., Planning, Logistics, etc.) are also important at the field level. Table 4-1 provides a comparison of the typical responsibilities of the five sections at the field level compared to the local (citywide) level.

Section	Field Level Duties	Local Level Duties
Management (Command)	Directs and orders all personnel and resources.	Establishes overall policies and priorities and coordinates with other agencies and organizations.
Operations	Carries out coordinated tactical activities to directly implement or support Incident Action Plan.	Coordinates all tactical operations across the organization, including the involvement of other agencies.
Planning and Intelligence	Collects, evaluates, and documents information about the incident and resources in the field.	Collects, evaluates, documents, and distributes information at a citywide level.
Logistics	Provides personnel and resources (equipment, supplies, services, facilities, etc.) to support field response.	Coordinates the provision of personnel and resources within the city.
Finance and Administration	As needed, conduct financial and cost analyses at the field level and other field-level administrative duties.	Conducts financial and cost analyses at the local level and other local-level administrative duties as needed.

4.1.1 Field Incident Command

The Field Incident Commander is responsible for the overall management of incident activities, including developing and implementing strategy and approving mobilization and release of personnel and resources. The field Incident Commander operates to conduct the overall tactics of the emergency during the response phase of the incident. The field Incident Commander works closely with the Director of Emergency Services and the EOC Manager to ensure incident objectives are being met by both the EOC and ICP.

If the field-level response involves a significant commitment of resources from agencies in multiple jurisdictions, a UC may be established jointly by the agencies that have direct jurisdictional or functional responsibilities for the agencies. A UC may also be established if the field response involves a significant commitment of resources from multiple City agencies (but no significant involvement from other jurisdictions). Alternatively, a single Field Incident Commander from one City agency may place personnel from other involved agencies in key positions but not establish a UC.

4.1.2 Incident Command Post (ICP)

The field level is not headquartered at an EOC but at a separate facility known as an ICP. Like an EOC, an ICP includes personnel from multiple involved agencies to allow for better coordination and is where field-level General and Command Staff will be stationed. ICPs are not in a preselected location but are set up as the emergency situation requires. They should be easily accessible by personnel (both those stationed at the ICP and personnel conducting tactical operations), be located at a sufficiently safe distance from any ongoing incidents (e.g., a fire or flood), and have access to necessary resources such as communication equipment and electricity. ICPs should also be located with easy access to other field-level support facilities, such as staging areas.

- Directly supports incident(s) and the ICs.
- Receives resource requests from ICPs
- Prioritizes and manages departmental resources
- Maintains departmental operations, including:

  - Staffing
  - Finance
  - Intradepartmental planning, cooperation
  - Manages resources for incident-level activities, e.g., providing resources to ICPs
  - Serves as a point of contact for the IC
  - Serves as a point of contact for the EOC
  - Receives Policy Group objectives
  - May receive resource allocation priorities
  - Provides situation status reports



4.2 Other Agency/Special District Involvement

Volunteer and private agencies and governmental agencies may participate in the mutual aid system. For example, the disaster medical mutual aid system relies heavily on private sector involvement for medical/health resources. Some volunteer agencies, such as the American Red Cross, Salvation Army, and others, are essential elements of the statewide emergency response to meet the needs of disaster victims. Volunteer agencies mobilize volunteers and other resources through their systems. They also may identify resource needs that are not met within their systems that would be requested through the mutual aid system. Volunteer agencies with extensive involvement in the emergency response should be represented in EOCs.

Some private agencies have established mutual aid arrangements to assist other private agencies within their functional area. For example, electric and gas utilities have mutual aid agreements within their industry and established procedures for coordinating with governmental EOCs. In some functional areas, services are provided by a mix of special district, municipal and private agencies. Mutual aid arrangements may include both governmental and private agencies. Liaisons between activated EOCs and private agencies involved in a response should be established. Where there is a need for extensive coordination and information exchange, private agencies should be represented in activated EOCs at the appropriate time.

4.3 Disaster Council

In accordance with Title 4 of the Ontario Municipal Code, the City has established a Disaster Council to assist with planning for and responding to emergency situations. The responsibilities of the Disaster Council overlap in part with the Policy Group; however, the Disaster Council is an established body within the government of Ontario, whereas the Policy Group is a body within the local organization that is activated as needed. Title 4, Chapter 3, Section 4-3.04 of the Municipal Code charges the Disaster Council with two authorities:

- To develop and submit emergency and mutual aid plans, emergency ordinances, and emergency resolutions and agreements to the City Council for approval.
- To provide for the structure, power, duties, services, and staff of the local organization.

The membership of the Disaster Council also overlaps to some degree with the membership of the Policy Group. Title 4 of the Ontario Municipal Code establishes the membership of the Disaster Council as follows:

- The Mayor (Chair of the Disaster Council).
- The Mayor pro Tem (Vice Chair of the Disaster Council).
- All members of the Ontario City Council.
- Staff, technical advisors, and community representatives may be appointed by the Disaster Council Chair with the concurrence of a majority of the above Disaster Council members.

4.4 Ontario EOC Structure and Responsibilities

The Ontario EOC is organized in accordance with the ICS/SEMS/NIMS framework, with some modifications to reflect the needs and preferred structure of the community. The EOC incorporates the ultimate capabilities and staffing potential of the City. This section describes the EOC framework, identifies the staff and organizations that fill the roles within the framework, and describes the responsibilities of each.

In accordance with the ICS/SEMS/NIMS principles of flexibility and modular design, every position and organizational element of the EOC will be activated only during the most severe of disasters. Instead, the demands of the situation and the appropriate response will determine which staff positions are mobilized. If the EOC is not fully mobilized, supervisory positions are responsible for performing the functions of the unstaffed subgroups they oversee. Each supervisory position should only oversee three to seven people (ideally five), per the ICS/SEMS/NIMS principle of personnel management. Subgroups should be mobilized as needed to maintain this number, with only a single leader of each subgroup reporting to an immediate supervisory position. Any group within a section, including the branches, groups, and units, may be a single individual or a group of individuals. The City will mobilize any group Leaders as their services are needed; if the Leader needs assistance from additional staff or subgroups under their authority, they shall inform the Section Coordinator, who may choose to mobilize additional personnel. The Leader is responsible for selecting the appropriate staff and designating an area for them to work.

All participating agencies and response organizations will have various roles and responsibilities throughout an emergency. Therefore, it is critical the local command structure be established to support response and recovery efforts and maintain a significant amount of flexibility to expand and/or contract as the situation evolves. Typical duties may also change depending on the severity and size of the incident(s) and the availability of local resources. Because of this, developing and maintaining depth within the command structure and response organizations is also important.

The City conducts all emergency management functions in accordance with SEMS and NIMS requirements. The City is typically responsible for managing and coordinating the overall emergency response and recovery activities during an emergency. The OEM and each City Department are responsible for ensuring critical staff is identified and trained at a level enabling effective execution of existing response policies, plans, and procedures.

Most City Departments have emergency functions in addition to their normal daily duties. The Emergency Manager and representatives from each City Department may develop and maintain Standard Operating Procedures (SOPs).

The five (5) SEMS/NIMS organization levels established through City EOC to the Operational Area (OA) EOC (together with the private and volunteer sector) are collectively referred to as the OA Emergency Management Organization. This organization represents all resources available within the County that may be applied to disaster response and recovery. The goal is to support emergency activities to protect life, property, and the environment.

For information regarding Ontario's EOC operations framework and staffing responsibilities, refer to **Appendix M.**



5. Continuity of Government



Continuity of leadership and government authority is particularly important with respect to emergency services, the direction of emergency response operations, and the management of recovery operations. Government at all levels is responsible for providing continuity of effective leadership, authority, and adequate direction of emergency and recovery operations. The California Government Code and the State Constitution provide legal authority for maintaining and preserving state and local government.

A major disaster could result in great loss of life and property, the death or injury of key government officials, and/or the partial or complete destruction of established seats of government and public and private records essential to the continued operations of government and industry. To help preserve law and order and to continue/restore local services, it is essential that the City of Ontario continues to function during or following such situations.

See **Appendix N** for detailed Continuity of Government information.



6. Notification and Mobilization



6.1 Overview

In the event of a major emergency or disaster, a Notification and Mobilization System may be put into effect. It is important all employees and supervisors are aware of their position within the EOC, especially in the case of assignment changes. Emergency notification and mobilization are based upon regular position assignment, not individuals. These assignments may change as an incident develops or needs are assessed. Emergency assignments let employees know when to respond during disaster operations and minimize the number of phone calls necessary. This system does not affect the handling of smaller, local emergencies. These will be handled by on-duty units, mutual aid, and/or limited callouts of off-duty officers.

EOC Section Chiefs assess the need to activate additional units within their section. If a need is found, Section Chiefs will communicate this need with the EOC Manager and the Personnel Unit. The Personnel Unit or the EOC Manager will then activate the needed unit and follow proper notification procedures for the employee.

If employees are unable to report to their regular facility or alternate staging area, they are encouraged to report to the closest local jurisdiction to register as a Disaster Services Worker. All employees are declared Disaster Services Workers by Section 3100-3109 of the California Government Code.

6.2 Notification

The City of Ontario has developed an EOC Responder database that is comprised of contact information of City Department personnel and personnel from other governmental, utilities, and non-profit agencies that are designated EOC Responders critical to emergency operations. The EOC Responder database may be used by Logistics Section personnel (or EOC personnel as designed by the Director of Emergency Services) when the Director of Emergency Services requests an enhanced staffing level at the EOC.

The EOC Responder database is confidential with limited access. The City of Ontario is responsible for the security and maintenance of the database. The Office of Emergency Management is the 24 hour point of contact for warnings and emergency notifications, with Fire Dispatch acting as back-up. Trained City personnel/EOC responders will be notified and fill the EOC section positions as needed. The City of Ontario utilizes Everbridge as its emergency notification system.

The notification for an EOC activation is as follows:

1. OEM will issue an Everbridge alert to all EOC responders notifying them of an EOC activation and to standby for an email with further instructions.
2. OEM will send an email to all EOC responders with a list of the units being activated, as well as further details regarding the incident.

6.3 Communication Systems

6.3.1 Local Communication Systems

The primary locally operated communication system for City staff is the City's telephone network. There are 23 VoIP phones and 7 landlines in the EOC. Many City staff members carry cellular phones, including official devices issued by the City and/or their personal devices. These cellular phones can supplement or replace hard-wired telephones for staff stationed in the EOC if the landline network is not operating or is over capacity. The EOC also has four satellite phones that can be activated and used if local/regional cellular networks are inoperable or overwhelmed during an incident. EOC responders are issued Government Emergency Telecommunications Service/Wireless Priority Service (GETS/WPS) cards to receive priority cell service during emergencies.

The City of Ontario also relies on volunteers to assist with local communications. The Ontario Emergency Communications Service (ECS) includes CERT members that possess Amateur Radio licenses and can respond to EOC activations and assist with communications during an emergency. While ECS can offer a wide variety of support to the City, its primary focus is providing emergency communications functions in personnel, equipment, and technical support.

City staff has access to data communication systems, which can supplement voice networks or replace them as necessary. Email is the most common data communication technology. All Ontario staff members have a City email address, and many may have one or more personal email addresses if the City system cannot be used. Staff members can increasingly check their email from multiple sources, including mobile Internet-connected devices. However, the sender should confirm that the intended recipient is actively monitoring email before sending messages in an emergency situation, and critical information should never be exchanged by email unless the sender is certain that the intended recipient is receiving the messages in a timely manner. City staff routinely use Microsoft Teams as an additional form of communication. They may also communicate using facsimile (fax) machines, allowing users to send copies of paper documents by phone. Fax messages are limited in the types of information they can send and can only be used by individuals stationed at a facility with a working machine. Although they are less versatile and less convenient than email, they can act as an effective supplement or replacement to email systems. Ontario staff also have access to the NIXLE notification system and social media, although these systems are better suited for public notifications and should never be used to exchange key information between emergency response personnel.

Ontario personnel use WebEOC, an online system that allows for more effective collaboration than email. WebEOC can be used to review and distribute information, maintain status lists, submit reports, and store key documents.

6.3.2 County Communication Systems

The City of Ontario OEM has access to and provides updates to the County via WebEOC.

6.3.3 State and Federal Communication Systems

Cal OES maintains the California Law Enforcement Mutual Aid System, a standardized voice communications network available for use by the Ontario Police Department and all other law enforcement organizations in the state. A similar system, the California Law Enforcement Telecommunications System, uses a statewide network of secure fax machines to share documentation; this system allows members of the Ontario Police Department to access data stored in state and federal databases that may not be available through online systems. The City can also access the Federal GETS, which is used by federal, state, local, tribal, and territorial government agents. GETS is a voice service specifically intended for times when conventional telephone networks are overloaded. GETS does not require special phones, as users can dial a special number from any landline or cellular phone. While this improves access to GETS, any physical damage to telephone infrastructure may reduce GETS' efficacy.

6.4 Community Communications and Public Information

The purpose of the Public Information function is to provide accurate, coordinated, timely, and accessible information to affected audiences, including governments, media, the private sector, the local populace, and members of the population with disabilities and/or functional needs. This may be achieved by using accessible means and accessible formats for information regarding the incident's cause, size, and current situation to the public, responders, and additional stakeholders (directly and indirectly affected).

Public information must be coordinated and integrated as part of the MACS across jurisdictions, agencies, and organizations among federal, state, tribal, and local governments and with the private sector and Non-Government Organizations. Public information includes processes, procedures, and organizational structures required to gather, verify, coordinate, and disseminate information.

The City has a Public Information Officer (PIO) who acts as a spokesperson for the City, as directed. The PIO directs, plans, organizes, and coordinates a public relations and information dissemination program for the City. In order to disseminate incident-specific information, a JIC will be stood up. For more information regarding a JIC, see **section 6.4.2.**

Responsibility

The media provides the public with hazard warnings, safety instructions, official announcements, a notice of emergency regulations, evacuation procedures, directions to medical and mass care facilities, status reports on the condition of lifelines, and damage assessment information. Radio and television stations are required to maintain and test emergency communications equipment. Additionally, the City has several methods of communicating emergency information directly to the public.

Accurate and timely information is critical to saving lives and protecting property in a disaster. Coordination between the media, the EOC, the Joint Information center (JIC), and other official communications systems contributes importantly to rumor control and assessment of report validity. It strengthens coordination generally among Local, County, State, and Federal information officials. Coordination with the media

can also improve the quality of status reports about response efforts.

Although this Plan addresses public information and media relations in the context of emergency response, the basis for the success of that effort occurs long before the disaster. Public awareness and education before any emergency are crucial to successful public information efforts during and after the emergency. The pre-disaster awareness and education programs must be viewed as equal in importance to all other emergency preparations and receive adequate planning.

6.4.1 Function

The coordination of public information in a disaster will require a high level of coordination between cities and towns, special districts, private organizations, and the County. For purposes of this plan, the EOC will provide overall coordination of City public information during a disaster. The EOC PIO will perform the public information function under the management component of SEMS.

This public information function will be responsible for coordinating the collection of information from field, local, and zone locations and formulating an accurate and comprehensive picture of the disaster situation for release to the public. Information dissemination may occur through press releases, public service announcements, situation summaries, Emergency Alert System (EAS), media interviews, and press conferences.

In addition to the functions generally described for the public information function, the political, economic, and social impacts of the statements released must be considered. A high level of coordination will need to occur with elected officials to ensure that the message(s) provided to the public reflects public policy regarding the particular disaster event.

Depending on the type of event, the EOC PIO may perform his or her function from a field location co-located with a field Communications Center, Command Unit, at a JIC, or other field support location designated by an IC. The EOC PIO's primary role is establishing and maintaining positive working relationships with the media in attendance to ensure that the public receives accurate, comprehensive, and timely information that will allow them to take appropriate response action.

6.4.2 Joint Information Center

The JIC is a central location that facilitates the operation of the Joint Information System. It is a location where personnel with public information responsibilities perform critical emergency information functions, crisis communications, and public affairs functions. JICs may be established at the City EOC, at incident sites, or as components of Federal, State, tribal, territorial, regional, or local MACS (e.g., MAC Groups or EOCs). The City of Ontario JIC will be established at a pre-designated location separate from the EOC.

Typically, an incident–specific JIC is established at a single, on-scene location in coordination with Federal, State, and local agencies (depending on the requirements of the incident) or at the national level if the situation warrants. Informational releases are cleared through IC/UC, the EOC/MAC Group, and/or Federal officials in the case of federally coordinated incidents to ensure consistent messages,

avoid the release of conflicting information, and prevent negative impact on operations. This formal process for informational releases ensures the protection of incident-sensitive information. Agencies may issue their own releases related to their policies, procedures, programs, and capabilities; however, these should be coordinated with the incident-specific JIC(s).

A single JIC location is preferable, but the system is flexible and adaptable enough to accommodate virtual or multiple JIC locations, as required. For example, multiple JICs may be needed for a complex incident spanning a wide geographic area or multiple jurisdictions. In instances when multiple JICs are activated, information must be coordinated among all appropriate JICs; each JIC must have procedures and protocols to communicate and coordinate effectively with one another. Whenever there are multiple JICs, the final release authority is the City of Ontario Communications and Community Relations Director.

6.4.3 Public Awareness and Education

The public's response to any emergency is based on understanding the nature of the emergency, the potential hazards, the likely response of emergency services, and knowledge of what individuals and groups with and without access and functional needs should do to increase their chances of survival and recovery. Pre-disaster awareness and education programs are viewed as equal in importance to all other preparation for emergencies. The City prioritizes public disaster education by providing community training opportunities such as Federal Emergency Management Agency (FEMA) Community Emergency Response Team (CERT) training and the City of Ontario Continuity and Organizational Resilience in Emergencies (CORE) Seminar.

6.4.3.1 Emergency Public Information

During an emergency, the City is responsible for disseminating information about the emergency to the public to keep them informed about what has happened, the actions of the emergency response agencies, and to summarize the expected outcomes of the emergency actions. The PIO's primary role is to disseminate emergency instructions and critical information to the media and the public and provide approved messages accessible to all sectors within the access and functional needs population, including the deaf, blind, and those who require messages in a different language.

6.4.3.2 Public Notification System

An emergency may require varied responses, depending on the type of incident, whether it is an act of nature, human-caused, or a technical event. The City may provide rapid notifications to residents of the City by utilizing its Public Notification System Everbridge, also known as Alert Ontario. The Public Notification Systems can be used to warn or advise City residents of the potential for fire, flood, or other emergency circumstances in the City and the appropriate actions to take.

The primary purpose of the Public Notification System is to improve the notification of persons within a geographic area in the event of a life-threatening incident or threat. This may include evacuation

notices, shelter-in-place orders, and/or special instructions for an imminent threat.

The Public Notification System uses a database of phone numbers and addresses which are geocoded with the City's street network to identify phone numbers in a specific area. The notification system can complete both small and large-scale notifications. The community can sign up to receive phone, text, and email notifications. Residents can register for AlertOntario through the ReadyOntario website or can opt-in to text message notifications by texting ONTARIO to 888777.

It should be noted that the Public Notification System is not expected to reach all phone numbers, and additional means of notification – public address systems, radio and television messaging, social media, and flyers – may be utilized. Additionally, the City has the capability to issue Wireless Emergency Alerts (WEA) through Everbridge, allowing them to contact people that are not in the City contact system.

6.4.4 Isolated Populations

The PIO must distribute their information as widely as possible, including to isolated populations who may be difficult to reach. These groups may include disabled individuals, individuals with limited English competency, undocumented immigrants, or economically disadvantaged persons. Isolated populations may be difficult to reach due to physical limitations (e.g., a hearing impairment) or social barriers (e.g., a lack of trust in information from official channels). An isolated population may be isolated due to a shared characteristic, but isolation can also result from a circumstance of their situation, as is the case with individuals located in temporary housing who may not have access to their normal social networks or means of communication.

Isolated individuals often depend on social support networks within their populations or with family members or trusted friends. These support networks can be disrupted in an emergency, creating additional communication barriers. Some isolated individuals may be unwilling to trust authorities, making them unlikely to seek assistance from City personnel or more likely to disregard information from authority figures. To overcome these barriers and effectively communicate with isolated populations, the PIO must build a network of collaborators and champions within the community well in advance of any emergency situation. These "trusted agents" can help establish appropriate communication channels and relationships used by the PIO and other City staff to convey information.

The City's PIO should develop language access policies and protocol guidance that reflects the diversity of languages spoken in Ontario. Documents that communicate vital information should be translated into the most prevalent languages in the community and consider that pictures and diagrams can be easier to understand than words. Ontario staff should know how to use language assistance services when needed. City employees who speak multiple languages can assist with community outreach and building relationships with communities of non-English speakers.

6.4.5 Private Sector and Nongovernmental Organizations

The PIO must actively involve and engage private sector businesses and other nongovernmental organizations in order to reach the widest audience and distribute information as broadly as possible. As with other organizations, the PIO should establish relationships with these organizations before a disaster, either through a formal agreement or an informal working relationship. This collaboration process can include participating in joint training sessions and exercises, collaborating on emergency response operations, and sharing lessons learned after an emergency incident.

All businesses in Ontario are responsible for caring for their employees' safety and welfare during working hours. Some of these businesses, such as Southern California Edison and the Southern California Gas Company, may operate key pieces of infrastructure and provide vital services to Ontario. Others are a major source of employment and economic activity in the community, while others supply basic needs to community members (e.g., supermarkets and hardware stores). Many nongovernmental organizations also provide food, shelter, counseling, and other important services in emergency situations.

6.4.6 Hotlines and Public Information Services

Agencies may activate an inquiry center to centralize information sharing among the public, the media, and the government. As appropriate, inquiry centers should be directly linked to media or JICs. Establishing a Hotline allows for the following:

- Monitoring radio and television stations and informing the PIO Coordination Team of inaccuracies.
- Sharing information about the emergency or the government's response.
- Identification of information trends, which in turn allows PIO to focus on providing targeted information.
- Identification of rumors and misinformation and bringing these to the attention of the PIO Coordination Team.
- Response to questions using officially verified information that has been approved for release.
- Call referrals, as appropriate, to federal, state, local, volunteer, and private sector agencies.
- Adjusting the mode of communication to meet the needs of those whose primary language is not English and to meet the functional needs of people with sight and hearing disabilities.

During a major emergency, the City of Ontario Utilities Customer Service Center will serve as the City's hotline center. Information will be relayed from the JIC and EOC to the call takers at the center to ensure the correct information is being shared with the public.

Ontario and the SBCOA may wish to coordinate their public information services with the established 211 information and referral service. There is a national, state, and county-level 211 system, accessible either by phone or through the Internet, which members of the public can use to find out information on a number of topics. In an emergency situation, 211 services can distribute information about evacuation routes, shelter locations, and road closures. They can also refer members of the public to locations where they can receive health care and social services. Using 211 systems for this information can reduce the volume of calls to 911 systems, freeing up the 911 network for life-threatening emergencies. The 211 system can also improve access to government and nongovernmental organization services, especially for isolated individuals.



7. Emergency Proclamations

An emergency proclamation/declaration is an official government notification that there are conditions of extreme peril to individuals and property within a set area. Local governments may issue emergency proclamations, while state and federal governments issue declarations.

See **Appendix F** for detailed information on Emergency Proclamations and a sample disaster proclamation for the City of Ontario.

8. Recovery

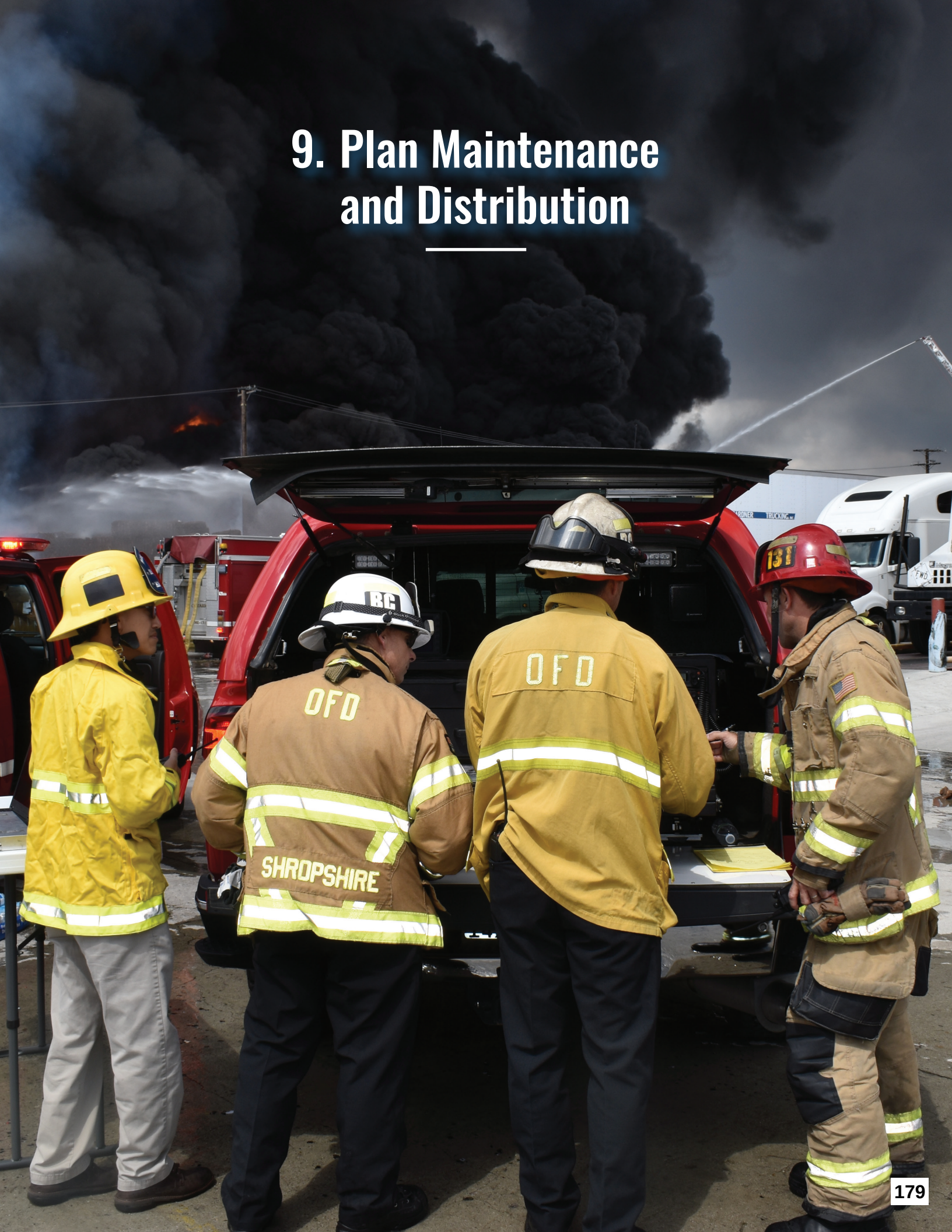


Recovery operations are intended to return systems (physical systems such as infrastructure and nonphysical systems such as social services) to a normal level of service. Recall that because efforts to improve resiliency are often incorporated into recovery activities, the community may not return to its pre-disaster condition after recovery operations conclude. There is no clearly defined transition between response and recovery activities, as recovery operations should ideally begin as soon as response efforts do. Recovery personnel and agencies will continue to use the principles and procedures established in the ICS/SEMS/NIMS framework.

While response operations rely extensively on the Operations and Logistics Sections of an EOC organization, recovery operations often require more extensive involvement of the Planning Section and Finance and Administration Section. Additionally, local jurisdictions such as Ontario work directly with state and federal programs during recovery operations rather than going through the OA, although the OA may continue to act as an informational and coordination point for affected communities within its area.

Appendix J provides further information on the City's recovery framework.

9. Plan Maintenance and Distribution



Upon final approval of the plan, a listing of specific agencies and individuals will be documented on the "Document Distribution List Form" and inserted into the front section of this plan. City OEM will be responsible for periodically revising and updating the plan. Such revisions/updates will be documented on the "Update/Revision List Form," and the form will be inserted into the front section of this plan. A major review and revision of the plan will occur at least every five years.

Annexes may be added to the plan at future dates, as needed, and will also be documented on the "Update/Revision List Form," the form will be inserted into the front section of this plan.

9.1 Review and Approval

The review and approval process for this plan is conducted at two (2) levels: Emergency Management Working Committee and City.

At the Emergency Management Working Committee, each department assigned a primary or important secondary response role in the emergency organization is provided a draft copy of the plan to review. They are requested to specifically comment on the role(s) prescribed for them in the emergency organization and to make or recommend appropriate changes. The changes are incorporated in the final draft.

The plan's final draft is presented to the City Council for review and to ensure that policy issues regarding the coordination of functions are clearly understood and/or clarified. The final draft is also sent to the City Attorney for review to ensure its legal sufficiency. Upon signing by the City Attorney, the plan is submitted to the City Council for approval.

The City Council will issue a Letter of Promulgation or Resolution denoting approval of the plan. The City Council exercises overall authority and responsibility for the contents of this plan.

9.2 Plan Updates

Individual departments are responsible for regularly updating and revising their departmental procedures and submitting those updates to the OEM, which will incorporate them into the EOP. These updates should include new information (e.g., an update of phone numbers and revisions of relevant standard operating procedures or positions). All changes to the EOP will be documented in the record of revisions table. Changes to the EOP will be distributed to the City departments shown on the Plan Distribution list. Major EOP revisions will be submitted to the City Manager for approval or recommendation for review by the City Council.

Evaluating the effectiveness of the EOP involves capturing information from training events, exercises, and real-world incidents to determine whether the goals, incident objectives, decisions, and timing outlined led to a successful response. This process may indicate that deficiencies exist. The City staff should discuss the deficiencies and consider assigning responsibility for generating remedies. Remedial actions may involve revising planning assumptions and operational concepts, changing organizational tasks, or modifying organizational implementing instructions such as checklists or templates. Remedial

actions may also involve providing refresher training for EOC personnel.
The EOP should be reviewed and updated annually internally by the City staff and whenever the following occurs:

- A major incident
- A change in operational capabilities or resources (e.g., policy, personnel, organizational structures, management processes, facilities, equipment)
- A formal update of planning guidance or standards
- A change in the acceptability of various risks

9.3 Standard Operating Procedures Development

Standard Operating Procedures/Guidelines (SOP/SOG) provide the purpose, authorities, duration, and details for the preferred method of performing a single function or a number of interrelated functions in a uniform manner. SOPs/SOGs must also facilitate the need to carry out actions under conditions that may not have been anticipated when the SOP/SOG was drafted. For example, it may be necessary to consider alternative procedures that solve a problem in order to perform in a more time-efficient or cost-efficient way.

See **Appendix P** for details regarding SOP/SOG development.

9.4 Training and Exercises

The objective of the City of Ontario is effective, efficient, and timely response during emergencies. A good plan is the first step toward this objective. However, planning alone will not guarantee preparedness. Training and exercising are essential at all levels of government to make emergency response personnel operationally ready. All emergency plans should include provisions for training. The City of Ontario maintains compliance with SEMS training needs for City staff.

See **Appendix Q** for details regarding training and exercises.

9.5 After-Action Reports and Corrective Action Reports

After an exercise or actual event, After-Action Reports and Corrective Action Reports must be written and submitted to the Operational Area within 90 days. Per SEMS Regulations Section 2450(a), "Any city … declaring a local emergency for which the governor proclaims a state of emergency … shall complete and transmit an after-action report to the California Governor's Office of Emergency Services within 90 days of the close of the incident period." The After-Action Report and Corrective Action Report, collectively, must contain the following items:

- General information about the incident/exercise
- An evaluation of SEMS functions, including the number of participants and any corrective action requirements

- Responses to a questionnaire about response activities and any narrative needed to support the response
- A summary of response activities
- A summary of recovery activities

The After-Action Report summarizes the response and recovery activities and what problems (if any) arose, while the Corrective Action Report provides specific actions to improve performance and address any observed issues. Templates and examples of After-Action Reports are available from Cal OES (or FEMA's Homeland Security Exercise Evaluation Program (HSEEP) as it pertains to exercises).

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Tim Masot Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: A MAINTENANCE SERVICES AGREEMENT WITH SUPERIOR PAVEMENT MARKINGS FOR THERMOPLASTIC TRAFFIC MARKING SERVICES

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Maintenance Services Agreement for Contract No. SM 2024-2 with Superior Pavement Markings, of Cypress, California, to provide thermoplastic traffic marking services in an amount of $95,000 per year for a three-year term, for a total contract amount not-to-exceed $285,000; and
B. Authorize the City Manager or his designee to execute the optional two (2) one-year extensions to the Maintenance Services Agreement in a total not-to-exceed amount of $475,000 consistent with future budgets adopted by the City Council.

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 FY 2023-24 Adopted Budget includes appropriations for Thermoplastic Traffic Marking Services. The recommended contract award to Superior Pavement Markings is for $95,000 per year, for a total not-to-exceed contract amount of $285,000 over the three-year term. Two (2) one-year extensions in an amount of $95,000 per year may be exercised at the City's sole discretion for an additional contract amount not-to-exceed $475,000 over the five-year term. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed for thermoplastic traffic marking services throughout the City.

BACKGROUND & ANALYSIS: In February 2024, the City solicited proposals for thermoplastic traffic marking services throughout the City. The City received two proposals, one meeting the bid criteria's and standards necessary to perform the work. The following is the summary of the proposal results:

Vendor	**Location**
Superior Pavement Markings	Cypress, CA
J&S Striping	Ontario, CA

Superior Pavement Markings submitted a bid that met all the required specifications. Based on their proposal, credentials, pricing, and favorable reference checks, Staff recommends awarding the Maintenance Services Agreement to Superior Pavement Markings.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

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

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. _____ is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Superior Pavement Markings**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

A. The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

THERMOPLASTIC TRAFFIC MARKING SERVICES SM2024-2

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 1095 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Hundred Eighty-Five Thousand Dollars ($285,000)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $250 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Superior Pavement Markings

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

Notary Acknowledgment

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, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) 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(ies), 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

□ Individual
□ Corporate Officer

_____
Title(s)

□ Partner(s) □ Limited □ General
□ Attorney-In-Fact
□ Trustee(s)
□ Guardian/Conservator
□ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

SECTION 00610 – BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, (hereinafter referred to as the "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No.**_____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) 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(ies), 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) 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(ies), 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 of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario , with its principal place of business at 303 East "B" Street, Ontario, CA 91764 (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20_____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.**_____ (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating

to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

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, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) 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(ies), 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

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appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) 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(ies), 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 of Notary Public

OPTIONAL

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_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

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Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

SECTION 00700 – GENERAL CONDITIONS

ARTICLE 1 -TERMS; DEFINITIONS

1.1 Defined Terms

A. Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

2. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

3. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the Engineer determines that it is not covered by the Contract.

4. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

5. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

6. Bid Guarantee -- The Bid Bond, cashier's check, or certified check to be made by the Bidder, which is to accompany the Bid as a guaranty of good faith to enter into a written contract.

7. Bidder -- The individual or entity who submits a Bid directly to the City.

8. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

9. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work.

10. City's Representative – The City of Ontario, and acting through properly authorized agents, such as the Engineer or such other agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "City's Representative" or "Representative" in the Contract Documents. The terms the City and Owner may be used interchangeably

11. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

12. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. “Contract” may be used interchangeably with “Agreement” in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

13. Contract Documents -- The documents listed in Section 00 52 13, Article 5 of the Contract for Construction. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

14. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

15. Contract Time -- The number of days or the dates stated in the Contract Documents to: achieve defined milestones, if any; and to complete the Work so that it is ready for final payment.

16. Contractor -- The individual or entity with which the City has contracted for performance of the Work.

1. Contractor’s Designated On-Site Representative -- The Contractor’s Designated On-Site Representative will be identified by the Contractor and shall not be changed without prior written consent of the City.

2. Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

3. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

4. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

5. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

6. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor Submittals are not Drawings as so defined.

7. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

8. Engineer -- Whenever not qualified, shall mean the City Engineer or the Engineer authorized to act for and in behalf of the City, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

9. Force Majeure Event -- An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

10. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time, or any substance or material identified as hazardous under any state or federal statute governing handling, disposal and/or cleanup of any such substance or material, whichever is more restrictive.

11. Holiday – Holidays occur on:

    New Year's Day - January 1
    President's Day – Third Monday in February
    Memorial Day - Last Monday in May
    Independence Day - July 4
    Labor Day - First Monday in September
    Veteran's Day - November 11
    Thanksgiving Day - Fourth Thursday in November
    Friday after Thanksgiving
    Christmas Eve – December 24
    Christmas Day - December 25

Day After Christmas – December 26
New Year's Eve – December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

12. Notice of Award -- The written notice by the City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.

13. Notice of Completion -- The form which may be executed by the City constituting final acceptance of the Project.

14. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

15. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

16. Record Drawings – The record set of as-builts prepared by the Contractor during the Work in accordance with the requirements of the General Conditions.

17. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include, but are not limited to, asphalt, concrete, brick, concrete block, and rock.

18. Sample -- A physical example furnished by the Contractor to illustrate materials, equipment or workmanship; to establish standards by which the Work will be judged.

19. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

20. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

21. Site -- Lands or areas indicated in the Contract Documents as being furnished by the City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

22. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

23. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.

24. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.

25. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

26. Successful Bidder -- The responsible Bidder submitting a responsive Bid to whom the City makes an award.

27. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

28. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

29. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its Bid or as adjusted in accordance with the Contract Documents.

30. Warranty -- A guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this state, whichever is longer.

31. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.2 Terminology.

A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. Regardless of whether “furnish,” “install,” “perform,” or “provide” is used in connection with services, materials, or equipment, an obligation of Contractor is implied.

B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 -PRELIMINARY MATTERS

2.1 Delivery of Contract Documents

A. Within ten (10) Days after receipt of the Notice of Award and before the City will execute the Contract, the Contractor shall furnish and file with the City a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements, as well as any other documents specified in the Contract Documents.

2.2 Bonds

A. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to the City conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price. Bonds shall be delivered to the City within ten (10) Days after receipt of the Notice of Award and before execution of the Contract by the City.

2.3 Evidence of Insurance

A. Prior to commencing any Work but no later than ten (10) Days after receipt of the Notice of Award, the Contractor shall submit or cause to be submitted any and all Certificates of Insurance and Endorsements, showing that the Contractor has the required insurance, to the attention of the City. Such insurance is to be provided at the sole cost and expense of the Contractor. No Work shall be performed until all of the required insurance has been received and approved.

2.4 Execution of the Contract

A. Upon receipt of the required Contract Documents, the City will execute the Contract, establishing the Effective Date of the Contract.

2.5 Contractor's Failure to Perform

A. Should Contractor fail to comply with timelines provided above, the City shall retain the right to enforce and collect on the Contractor's Bid Guarantee, rescind award to the Contractor and award the Contract to the next lowest responsive, responsible bidder as determined by the City. If the City elects to accept bonds and insurance submitted late, the Contract Times will begin to run as of the date stated in the Notice to Proceed. However, the number of days beyond the original ten (10) Days it took to receive the properly executed Contract and related items may be deducted from the Contract Times.

2.6 Commencement of Contract Times; Notice to Proceed

A. The City will not issue a Notice to Proceed until after the Effective Date of the Contract. Work shall commence within ten (10) Days of the date stated in the Notice to Proceed. The Contract Times begin to run on the date specified in the Notice to Proceed. No Work shall be done at the Site prior to the issuance of the Notice to Proceed.

2.7 Copies of Documents

A. Contractor will be furnished, free of charge, five (5) copies of the Contract Documents. Additional copies may be obtained at cost of reproduction. Contractor shall maintain a clean, undamaged set of Contract Documents, including Submittals, at the Project site.

2.8 Substitution Requests, Schedule of Submittals, and Schedule

A. Substitution Requests. Within thirty-five (35) days of Contract award (unless otherwise specified in the Contract Documents), Contractor shall provide all substitution requests as further described in the General Conditions.

B. Schedule of Submittals. Within five (5) Days after the issuance of the Notice of Proceed (unless otherwise specified in the Contract Documents), Contractor shall submit to the City a Schedule of Submittals that conforms with the requirements of Section 00 72 00, Article 5.21.

C. Schedule. Within ten (10) days after the issuance of the Notice of Proceed (unless otherwise specified in the Contract Documents), the Contractor shall submit a construction schedule that conforms with the requirements of Section 00 72 00, Article 8.2.

2.9 Preconstruction Conference; Designation of Authorized Representatives.

A. Before any Work at the Site is started, a conference attended by the City, Contractor, Engineer, and others as appropriate will be held to establish a working

understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Submittals and Shop Drawings, processing applications for payment, and maintaining required records.

B. At this conference the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.10 Subcontractor Mobilization Meeting.

A. Prior to the start of each major Subcontractor's Site Work, the Contractor, the involved Subcontractor, and Engineer shall attend a pre-start meeting to discuss the schedule, coordination, procedures, and other administrative issues.

2.11 Authority of Council; Engineer

A. The City Council has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Contract Documents. The Contractor shall promptly comply with instructions from the Engineer.

B. The decision of the Engineer is final and binding on all questions relating to:

1. quantities;

2. acceptability of material, equipment, or work;

3. execution, progress or sequence of work;

4. interpretation of the Plans, Specifications, or other Contract Documents; and

5. Any other areas specifically identified in the Contract Documents or under the law.

C. Compliance with instructions from the Engineer shall be a condition precedent to any payment under the Contract, unless otherwise ordered by the City Council.

2.12 Mobilization

A. When a Bid item is included in the Bid Schedule for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate. When no bid item is provided for mobilization payment for such costs will be deemed to be included in the other items of the Work.

B. Payment for mobilization based on the lump sum provided in the Bid Schedule, shall constitute full compensation for all such Work. No payment for mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.

2. Moving on to the Project Site of all Contractor's plant and equipment required for the first month's operations.

3. Installing temporary construction power, wiring, and lighting facilities, as applicable.

4. Establishing fire protection system, as applicable.

5. Developing and installing a construction water supply, as applicable.

6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.

7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

9. Arranging for and erection of Contractor's work and storage yard.

10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

11. Full-time presence of Contractor's superintendent at the job Site as required herein.

12. Submittal of construction schedule as required by the Contract Documents.

ARTICLE 3 -CONTRACT DOCUMENTS; INTENT

3.1 Examination of Drawings, Specifications, and Site of Work

A. Examination of Contract Documents; Site. Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project Site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any Subcontractor proceed with Work if uncertain as to the applicable requirements.

B. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

C. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

D. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

3.2 Intent of Contract Documents

A. The Contract Documents are complementary; what is required by any one will be binding as if required by all. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to the City.

B. The Contractor shall furnish, unless otherwise provided in the Contract Documents, all materials, implements, machinery, equipment, tools, supplies and labor necessary to the prosecution and completion of the Project.

C. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in these General Conditions.

D. If utilities to equipment/fixtures are not shown but are necessary to operate the equipment/fixtures, the utilities service installation is considered to be part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.

E. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.3 Reference Standards.

A. Standards, Specifications, Codes, Laws, and Regulations.

1. Reference to federal specifications, federal standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of opening of Bids (or on the Effective Date of the

Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of the City, Contractor, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to the City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.4 Reporting and Resolving Discrepancies; Order of Precedence.

A. Reporting Discrepancies.

1. The Contract Documents are intended to be fully cooperative and complementary. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to the City any conflict, error, ambiguity, or discrepancy which Contractor discovers, should have discovered, or has actual knowledge of, and shall obtain a written interpretation or clarification from the City before proceeding with any Work affected thereby. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (i) any Applicable Law, (ii) any standard, specification, manual, or code, or (iii) any instruction of any Supplier, then Contractor shall promptly submit a written Request for Information (RFI) to the City. Contractor shall not proceed with the Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in the Contract Documents, and any Work performed by Contractor before receipt of an amendment or supplement shall be at Contractor's own risk.

B. Order of Precedence.

1. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

   a. Permits from other agencies as may be required by law

   b. Change Orders, most recent first

   c. Contract

   d. Addenda, most recent first

   e. Special Conditions

   f. Specifications

g. Construction Plans and Drawings(Contract Drawings)

h. General Conditions

i. Instructions to Bidders

j. Notice Inviting Bids

k. Contractor's Bid (Bid Forms)

l. Standard Specifications for Public Works Construction "Greenbook" latest edition (Sections 1-9 Excluded)

m. Applicable Local Agency Standards and Specifications

n. Standard Drawings

o. Reference Documents

2. With reference to the Drawings the order of precedence shall be as follows:

a. Figures govern over scaled dimensions

b. Detail drawings govern over general drawings

c. Addenda/Change Order drawings govern over Drawings

d. Contract Drawings govern over Standard Drawings

e. Contract Drawings govern over Shop Drawings

3. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply.

3.5 Amending and Supplementing Contract Documents.

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by Change Order or written amendment to the Contract duly executed by the parties.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized at no cost to the City, by one or more of the following ways:

1. The City's review of a Submittal, Shop Drawing, Sample or substitution request without exception (subject to the provisions of the Contract Documents); or

2. The City's issuance of a response to an RFI.

C. However, no review or RFI response will reduce or modify the Contractor's obligation to fully satisfy and comply with the requirements of the Contract Documents.

3.6 Reuse of Documents.

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer of Record or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of the City and Engineer of Record and specific written verification or adaptation by Engineer of Record.

B. The prohibitions of this Article will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 -INDEMNIFICATION; INSURANCE

4.1 Indemnification

A. To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, its officials, officers, agents, employees, and representatives, and each of them from and against:

1. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.

2. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

3. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of,

resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

4. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

B. Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the counsel of the City choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

C. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article.

4.2 Insurance

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish the City with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.

A. **Additional Insureds; Waiver of Subrogation**. The City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type

of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the City, its officers, officials**,** agents, employees or volunteers or shall specifically allow Contractor - or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the City prior to commencement of work.

B. **Workers' Compensation Insurance**. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

C. **Employer's Liability Insurance**. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide the City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

D. **Commercial General Liability Insurance**. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $2,000,000 per occurrence for bodily injury, personal injury and property damage**.** If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

E. **Automobile Liability Insurance**. Contractor shall provide Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars ($1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. Contractor shall require all tiers of Subcontractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by the City. Contractor shall make certain that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractor's coverage does not comply with the foregoing provisions, Contractor

shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

G. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, if Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

H. **Form and Proof of Carriage of Insurance**

1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

2. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.

3. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

4. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or

self-insured retentions or self-insured programs shall not be construed as contributory.

5. The City reserves the right to adjust the monetary limits and types of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

6. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

7. Products/completed operations coverage shall extend a minimum of three years after the project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officers, officials, agents employees, and volunteers shall be included as insureds under the policy.

ARTICLE 5 -CONTRACTOR RESPONSIBILITIES; REGULATORY REQUIREMENTS

5.1 Applicable Laws

A. Contractor shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Work. Except where otherwise expressly required by Applicable Laws, neither the City nor the City's Representative shall be responsible for monitoring Contractor's compliance with any Applicable Laws. If Contractor performs any Work knowing or having reason to know that it is contrary to Applicable Laws, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

5.2 Permits and Licenses

A. Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, including, but not limited to, excavation permit, for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the City, unless otherwise specified in the Contract Documents.

B. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the City's responsibility pursuant to the Contract Documents.

C. Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

5.3 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Laws of the place of the Project which are applicable during the performance of the Work. In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

5.4 Traffic Control

A. Traffic control plans, if required, shall be prepared at Contractor's expense. Traffic control shall be performed at Contractor's expense in accordance with the requirements of the City and/or the local agency with jurisdiction. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the City shall be included in the Contractor's Bid.

B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the Project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the Project for approval prior to starting Work.

C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

5.5 Safety

A. Contractor shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Contractor shall comply with all Applicable Laws relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners

of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

B. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512. The Contractor shall submit an Illness and Injury Prevention Program and a Project Site specific safety program to the City prior to beginning Work. Contractor shall maintain a confined space program that meets or exceeds the City's standards. Contractor needs to make themselves aware of the City's safety policies and procedures, and shall meet or exceed all City standards in areas where the City must enter to perform inspections.

C. Hazard Communication Programs. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Applicable Laws.

5.6 Hazardous Materials

A. The City shall not be responsible for any Hazardous Waste brought to the site by the Contractor. If the Contractor: (i) introduces and/or discharges a Hazardous Waste onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract Documents, the Contractor shall hire a qualified remediation contractor at Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstance shall the Contractor perform Work for which it is not qualified. The City, in its sole discretion, may require the Contractor to retain at Contractor's cost an independent testing laboratory.

B. If the Contractor encounters a Hazardous Waste which may cause foreseeable injury or damage, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify the City (and promptly thereafter confirm such notice in writing).

C. Subject to Contractor's compliance with this Article 5.6(B), the City shall verify the presence or absence of the Hazardous Waste reported by the Contractor, except as qualified under Article 5.6(A) and Article 5.6(B) in the event such material or substance is found to be present, verify that the levels of the hazardous material are below OSHA Permissible Exposure Levels and below levels which would classify the material as a state of California or federal hazardous waste. When the material falls below such levels, Work in the affected area shall resume upon direction by the City.

D. Contractor shall indemnify and hold harmless the City from and against claims, damages, losses and expenses, arising from a Hazardous Waste on the Project Site, if such Hazardous Waste exceeded OSHA Permissible Exposure Levels or levels

which would classify the material as a state of California or federal hazardous waste, and was either i) shown on the Contract Documents or information available to bidders; or (ii) brought to the site by Contractor. Nothing in this paragraph shall obligate the Contractor to indemnify the City in the event of the sole or active negligence or willful misconduct of the City, its officers, agents, or employees.

5.7 Sanitary Facilities.

A. Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with local codes and ordinances. Toilets shall be placed inside sealed secondary containment devices installed on a flat, level surface. Accumulated liquids in the secondary containment devices shall be properly removed and legally disposed without spillage onto the ground. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

5.8 Dust Control

A. Contractor, at its expense, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted.

5.9 Air Pollution Control

A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

B. Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition includes any item of equipment with a fuel-powered engine. Contractor shall indemnify the City against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable Laws as well as those of its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in the Contract Documents.

5.10 Water Quality Management and Compliance

A. Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

B. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 13000 et seq.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California State Water Resources Control Board Order Number 2009-0009-DWQ (NPDES Permit No. CAS000002), as amended by Order Numbers 2010-0014-DWQ, 2012-0006-DWQ, and any subsequent amendment to or renewal thereof, State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004), Santa Ana Regional Water Quality Control Board No. R8-2010-0036 (NPDES No. CAS618036), and any amendment or renewal thereof.

C. Contractor shall comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall comply with the lawful requirements of the City, and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

D. Unless otherwise specified in the Special Conditions or other portion of the Contract Documents, the City has not prepared a Storm Water Pollution Prevention Plan ("SWPPP") or other storm water compliance plan for the Project Site. Contractor shall be responsible for filing the Notice of Intent ("NOI") and for obtaining coverage under the Construction General Permit. This includes filing all necessary documentation including the Permit Registration Documents ("PRDs") through the Stormwater Multiple Applications and Report Tracking System ("SMARTS"); preparing and implementing a SWPPP for the Work site; implementing all other provisions, and monitoring and reporting requirements required by the Construction General Permit; and providing a Qualified SWPPP Developer ("QSD") and Qualified SWPPP Practitioner ("QSP"), as necessary for all Work site activities, including but not limited to preparation and submittal of all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. All submittals shall be coordinated with the City's Legally Responsible Person and Authorized Signatory as those terms are defined in the Construction General Permit. Before any NOI, PRD, SWPPP, or other Construction General Permit-related

document may be submitted to the State Water Board or implemented on the Project site, it must first be reviewed and approved by the City and/or City's designee. Contractor shall include all costs of compliance with specified requirements in the Contract Price.

E. The City retains the right to develop its own documentation for the Project site, including but not limited to the SWPPP, and in the alternative may require Contractor to adopt and implement portions of the City developed SWPPP. The City expressly reserves the right to procure coverage under the Construction General Permit for the Work site if Contractor fails to draft satisfactory PRDs or SWPPP or otherwise fails to proceed in a manner that complies with the requirements of the Construction General Permit. The City additionally reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be the City's sole determination. Any costs incurred by the City in procuring coverage under the Construction General Permit, or drafting and/or implementing a SWPPP for the Work site shall be paid by Contractor.

F. Notwithstanding the above, for those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004) and any amendment to or renewal thereof.

G. Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in these Contract Documents, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

H. The City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and any relevant enforcement entity.

5.11 Environmental Quality Protection

A. The Contractor shall comply with all requirements of applicable federal, state, and local environmental rules and regulations. Any infractions of said rules and regulations by the Contractor during the term of the Contract, which result in penalties, will be the responsibility of the Contractor. The City operates under a number of environmental permits issued by various agencies. If due to an action,

inaction, or negligence by the Contractor, the City becomes subject to non-compliance penalties, the cost of such penalties shall be borne by the Contractor.

B. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

C. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

D. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor shall notify the construction/archeological monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the construction/archeological monitor and/or City within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the construction/archeological monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally

responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.

5.12 Excessive Noise

A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.

B. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

5.13 Diversion of Recyclable Waste Material

A. In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by the City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

5.14 Inspector's Field Office.

A. If required by the City, the Contractor shall be responsible for providing the inspector's field office. The office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, an ability to connect to the internet, and a fax machine at Contractor's expense. The field office shall be provided within 20 Days of the Notice to Proceed.

B. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

5.15 Contractor's Supervision.

A. Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

5.16 Workers.

A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

B. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

5.17 Independent Contractors.

A. Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the City and are not entitled to benefits of any kind normally provided employees of the City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

5.18 Verification of Employment Eligibility.

A. By executing the Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its Subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

5.19 Labor.

A. Hours of Work

1. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this

Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

2. The Contractor and every Subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

3. The Contractor shall pay to the City a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

4. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City.

5. If Contractor gives notice of an inspection pursuant to the Contract Documents, the City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Requested inspections before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two (2) Days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.

6. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project Site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed Holidays, unless otherwise approved by the City:

a. Powered Vehicles

b. Construction Equipment

c. Loading and Unloading Vehicles

d. Domestic Power Tools

B. <u>Payroll Records; Labor Compliance</u>

1. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury.

2. In accordance with Labor Code section 1771.4, the Contractor and each Subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3. Any stop orders issued by the DIR against Contractor or any Subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any Subcontractor.

4. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:

a. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

7. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars ($100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

8. The responsibility for compliance with this Article shall rest upon the Contractor.

C. Prevailing Rates of Wages

1. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

2. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars ($200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under the Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

3. Contractor shall post, at appropriate conspicuous points on the Project Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

D. Public Works Contractor Registration

1. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

E. Employment of Apprentices

1. Contractor and all Subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

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

3. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

F. Nondiscrimination/Equal Employment Opportunity

1. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

G. Debarment of Contractors and Subcontractors

1. Contractors or Subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment

of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

5.20 Subcontracts.

A. Contractor agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

B. The City reserves the right to accept all subcontractors. The City's acceptance of any Subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

C. Prior to substituting any Subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

5.21 Progress Meetings

A. The Contractor shall schedule and hold regular progress meetings at least weekly and at other times as requested by Engineer or as required by progress of the Work. The Contractor, City, and all Subcontractors active on the Site shall attend each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. The City will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Contractor shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

5.22 Submittals

A. Schedule of Submittals. Within five (5) Days after the Notice to Proceed (unless otherwise specified in the Contract Documents), Contractor will prepare and deliver a Schedule of Submittals to the City that has been fully integrated with the progress schedule and identifies each Submittal required by the Contract Documents as well as the date on which Contractor will deliver each Submittal to the City. Each Submittal must be delivered to the City at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Contractor is responsible for any schedule delays resulting from the Submittal process.

B. Submittal Procedures.

1. Contractor will follow the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:

a. Submittals must be transmitted electronically.

b. Transmittals will be sequentially numbered. Contractor to mark revised Submittals with original number and sequential alphabetic suffix.

c. Each Submittal will identify the Project, Contractor, Subcontractor and Supplier, pertinent Drawing and detail number, and Specification Section number appropriate to Submittal.

d. By transmitting a Submittal, Contractor certifies it has reviewed and approved each Submittal, verified products required, field dimensions, adjacent construction Work, and that coordination of information is according to requirements of the Work and Contract Documents.

e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.

f. When Submittal is revised for resubmission, Contractor shall promptly address the City's comments and resubmit. Contractor shall identify changes made since previous submission.

g. The City's review of Shop Drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called the City's attention to such deviations at time of submission and the City has taken no exception to the deviation. The City's review of Shop Drawings shall not relieve Contractor from responsibility for errors in Shop Drawings.

h. Submittals not required by the Contract Documents or requested by the City will not be acknowledged or processed.

i. Incomplete Submittals will not be reviewed by the City. Delays resulting from incomplete Submittals are not the responsibility of the City.

j. Contractor shall not be entitled to any extension of the Contract Times as a result of the Submittal process.

k. Contractor shall allow a minimum of 20 working days for review of Submittals unless otherwise specified in the Contract Documents.

2. Where a Submittal, Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to the City review and approval of the pertinent submittal will be performed at the sole risk and expense and responsibility of Contractor.

C. Schedule Milestone for Submittals. Contractor must submit all Submittals required by the Contract Documents in accordance with the Schedule of Submittals. If Contractor fails to submit the Submittals in accordance with the Schedule of Submittals, Contractor will be solely liable for any delays or impacts caused by the

delayed Submittal, whether direct or indirect. Contractor will be liable for the time calculated from the date the Submittal is due until the date a compliant Submittal is made. A compliant Submittal will be one that is complete and satisfies the requirements of the Contract Documents.

5.23 Shop Drawings and Sample Submittal Procedures.

A. Before submitting each Shop Drawing or Sample, Contractor shall have:

1. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

3. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

B. With each Submittal, Contractor shall give the City specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample Submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to the City for review and approval of each such variation.

C. Shop Drawings.

1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the City the services, materials, and equipment Contractor proposes to provide and to enable the City to review the information for assessing conformance with information given and design concept expressed in Contract Documents.

2. When required by individual Specification sections, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction.

3. Shop Drawings for steel structures shall consist of shop details, erection and other working Drawings showing details, dimensions, sizes of members and other information necessary for the complete fabrication and erection of the metal work.

4. Shop Drawings of concrete structures shall consist of such detailed drawings as may reasonably be required for the successful prosecution of the Work and which are not included in the Drawings furnished by the Engineer. These may include drawings for false work, bracing, centering and form work, masonry layout diagrams, and diagrams for bent reinforcement.

5. Contractor shall make revisions and provide additional information when required by authorities having jurisdiction.

D. Samples. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable the City to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.

E. City's Review.

1. The City will review Shop Drawings and Samples in accordance with the Schedule of Submittals. The City's review and acceptance will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. The City review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. The City's review and acceptance shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless the City has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.

F. Resubmittal Procedures. Contractor shall make corrections required by the City and shall return corrected Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the City on previous Submittals.

5.24 Record ("As-Built") Drawings.

A. The Contractor shall maintain one record set of Contract Documents at the Site or digitally in an acceptable format. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were

not indicated on the Drawings. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations. Said Drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. Any required as-built drawings of civil engineering elements of the Work shall be prepared by a registered civil engineer.

B. These master Record Drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders, shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date. Record Drawings shall be accessible to the Engineer at all times during the construction period. Failure on the Contractor's part to keep Record Drawings current could result in withholding partial payment.

C. Upon completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to the Engineers. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to the City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

D. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Record Drawings shall be included in Contractor's bid and distributed in the Bid Schedule. No additional compensation shall be made to the Contractor for this Work.

5.25 Layout and Field Engineering.

A. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

5.26 Separate Contracts and Cooperation.

A. Separate Contracts. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.

B. Cooperation. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other

contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project Site.

5.27 Work Site.

A. Limitation of Use of Site and Other Areas. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the City. Unless otherwise specified in the Special Provisions, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the City harmless from all claims for damages caused by such actions. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Applicable Laws, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to City or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

B. Site Maintenance. During the progress of the Work, Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms and false-work that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false-work that are not to be re-used shall be disposed of concurrently with their removal.

C. Cleaning. Prior to Completion of the Work, Contractor shall clean the Site and make it ready for utilization by the City. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

5.28 Utility Usage.

A. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in the Contract Documents. All permanent meters installed shall be listed in the Contractor's name

until the Work is accepted. For Work to be performed in existing City facilities, Contractor may use the City's existing utilities, provided such use is reasonable under the circumstances. If Contractor uses the City utilities, it will not need to compensate the City for reasonably consumption of utilities, but Contractor will be responsible for any excessive, unreasonable or wasteful utility usage. Amounts due the City under this section may be deducted from progress payments.

5.29 Protection of Work and Property.

A. The Contractor shall digitally record video and take photographs of the Project site and adjacent improvements in a manner and quality that clearly depicts the existing condition of the Project Site and adjacent improvements immediately prior to the start of Work (minimum 1080p video and 4MP photo). All videos and photographs shall be date and time stamped. The Contractor shall submit the video and photos in digital format on a memory stick before the commencement of Work, along with a map outlining the route and locations of the videos and/or photographs. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the City. All Work shall be solely at the Contractor's risk.

B. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

C. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

D. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Site over a route designated by the City.

4. Provide any and all dust control required and follow the applicable air quality regulations as appropriate. If the Contractor does not comply immediately with a notice from the City or a public agency responsible for air quality, the City shall

have the authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the City. Contractor shall not unreasonably encumber the Site with its materials.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.

7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.

8. Preserve and protect from injury all buildings, pole lines and all directional, warning and mileage signs that have been placed within the right-of-way.

9. At the completion of work each day, leave the Work and the Site in a clean, safe condition.

10. Comply with any stage construction and/or traffic handling plans. Access to residences and businesses shall be maintained at all times, except with the City's written approval. Any request for approval to reduce or restrict access to residences and business must be submitted to the City at least seven (7) Days in advance, and the City may issue or withhold approval in its sole discretion.

E. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the work involved in the protection and preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

F. Should damage to persons or property occur as a result of the Work, Contractor shall promptly notify the City, in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

G. Contractor shall maintain all investigation documentation including video and/or photographs for a minimum of four (4) years following completion of the Project.

5.30 Emergencies.

A. In emergencies affecting the safety or protection of persons or the Work or Property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the City or the Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice

if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

ARTICLE 6 -MATERIALS; INSPECTION

6.1 Access to Work.

A. The City, Engineer, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs.

6.2 Materials.

A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Contract within the Contract Time. Unless otherwise specified, all materials, parts, and equipment furnished by the Contractor in the Work shall be new, the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

B. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.

C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work. Materials shall be stored on the Project Site in such manner so as not to interfere with any operations of the City or any independent contractor.

D. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to so. Except for an adjustment to Unit Price Work for item overruns and underruns in accordance with the Contract Documents, no additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Schedule, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

6.3 Test and Inspections.

A. Inspection and Testing of Work and Materials

1. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

2. The Contractor shall pay for the cost of any minimum "show up" costs of a materials testing technician that was called for by the Contractor but ultimately the Contractor work was not ready for the inspection. Any such costs shall be deducted from any amounts due to the Contractor.

3. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

4. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. Unless otherwise stated and as provided by the Contract Documents, the City shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

5. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

B. Testing of Materials

1. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

2. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

3. Unless otherwise specified in the Special Provisions, all initial testing and a reasonable amount of retesting will be performed under the direction of the Engineer, and at no expense to the Contractor. The Contractor shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material. If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Engineer when samples which are representative may be obtained.

4. A Certificate of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer. The Engineer may waive the materials testing requirements and accept a Certificate of Compliance. Material test data may be required by the Engineer to be included with the submittal. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection by the Engineer whether in place or not.

5. Copies of mill certificates of composition and quality of all component materials (reinforcing steel, structural steel, lumber, etc.) incorporated in the construction of the Work shall be provided to the City at the time of delivery. City shall retain the right to reject any raw material not provided with a mill certificate at the time of delivery.

6. If, after incorporating such materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. If any product proves unacceptable after improper storage, handling or for any other reason it shall be rejected, not incorporated into the Work, and shall be removed from the Project Site all at the Contractor’s expense.

6.4 Requests for Substitutions.

A. For the purposes of this provision, the term “substitution” shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.

B. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and

shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.

D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any “or equal” material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

E. Substantiating data as described above shall include, at a minimum, the following information:

1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor’s failure to initially submit a complete package.

G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor’s failure to provide substitution requests at the time and in the manner described herein.

H. The Contractor shall bear the costs of all the City work associated with the review of substitution requests.

I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 7 -SUBSURFACE AND PHYSICAL CONDITIONS; UTILITIES

7.1 Soils Investigations.

A. When a soils investigation report for the Site is available, such report is provided for informational purposes only. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the Site before submitting its Bid and must make whatever tests it deems appropriate to determine the condition of the so

7.2 Ownership of Site Materials Found.

A. The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Contractor or any of its Subcontractors in the performance of the Contract, and the right to use said items in carrying out the Contract, or to dispose of same, is hereby expressly reserved by the City. Neither Contractor nor any of its Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. Contractor will, as determined by the City's Representative, be permitted to use in the Work without charge, any such materials which meet the requirements of the Contract Documents, provided the City shall have the right to use or consume these materials without payment to a third party.

7.3 Existence of Utilities at the Work Site.

A. Existing Utilities

1. The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the Site of the Project.

2. The City will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the City in the Contract Documents or which cannot reasonably be inferred from the presence of other visible facilities.

B. Utility Location

1. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Article.

2. The locating of utilities shall be in conformance with Government Code Section 4216 et seq. except for the City's utilities located on the City's property and not on public right-of-way.

3. A "High Priority Subsurface Installation" is defined in Government Code Section 4216 (j) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."

4. A "Subsurface Installation" is defined in Government Code Section 4216 (s) as "any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines."

5. Pursuant to Government Code Section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than 14 Days before performing any excavation. The date of the notification shall not count as part of the two-working-day notice. Before notifying the appropriate regional notification center, the Contractor shall delineate the area to be excavated. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the Engineer written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

6. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit and in accordance with Government Code Section 4216.4 if the excavation within the "tolerance zone" of a subsurface installation. The Engineer shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

7. The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (c) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority

subsurface installation to set up an onsite meeting prior to the legal excavation start date and time or at a mutually agreed upon time to determine actions or activities required to verify the location and prevent damage to the high priority subsurface installation. As part of the meeting, the excavator shall discuss with the operator the method and tools that will be used during the excavation and the information the operator will provide to assist in verifying the location of the subsurface installation. The excavator shall not begin excavating until after the completion of the onsite meeting." The Contractor shall notify the Engineer in advance of this meeting.

C. Utility Relocation and Repair

1. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Engineer in writing. The Engineer will supply a method for correcting said interferences in accordance with the responsibilities of this section and Government Code Section 4215. To the extent any delay is caused thereby, Contractor shall submit a notice of delay within five (5) Days of discovery of the circumstances giving rise to the delay in accordance with Article 9.1 Change Orders and Time Extensions.

2. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services.

3. The City will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in Article 9.1 Change Orders and Time Extensions. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with Article 9.1 Change Orders and Time Extensions and Article 9.3 Time for Completion and Liquidated Damages.

4. The public utility, where it is the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the City and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

5. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Contract Documents.

6. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

D. Construction at Existing Utilities

1. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities.

2. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

3. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this work, shall be included in Contractor's bid and distributed in the schedule of pay Items. No additional compensation shall be made to the Contractor for this work.

7.4 Trenches

A. Trenches Five Feet or More in Depth.

1. Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare

and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

B. Excavations Deeper than Four Feet.

1. If the Work involves excavating trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly within three (3) Days, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:

a. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

b. Subsurface or latent physical conditions at the site differing from those indicated.

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

2. The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described in Article 9.1 Change Orders and Time Extensions.

3. In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 8 -PROSECUTION OF THE WORK

8.1 Contractor's Means and Methods.

A. Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

8.2 Construction Schedule.

A. General Requirements. The schedule shall be prepared in a Critical Path Method ("CPM") format and in an electronic scheduling program acceptable to the City and as specified in the Contract Documents. Contractor shall deliver the schedule and all updates to the City in both paper and electronic form. The electronic versions

shall be in the format and include all data used to prepare the schedule. Copies are not acceptable.

B. Schedule. The receipt or approval of any schedules by the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract Time. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the City.

C. Schedule Contents. The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall include appropriate time allowances and constraints for submittals, items of interface with Work performed by others, and specified construction, start-up and performance tests. All float shall be owned by the Project. Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by the City. For purposes of determining Liquidated Damages, the Contract Time shall control and may only be altered by a duly authorized Change Order.

D. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the City: (1) prior to the start of construction, if there are any changes to the initial schedule; (2) with each progress payment request; and (3) whenever requested to do so by the City. The City may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule. Upon the City's request, Contractor shall submit any schedules or updates to the City in the native electronic format of the software used to create the schedule. Contractor shall also submit schedules showing a two-week detailed look-ahead at weekly meetings conducted with the City. The two-week look-ahead schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Work within the Contract Time, and it shall clearly state the number of staff to be used on each daily segment of the Work.

E. Acceptance. Acceptance of the schedules by the City will not impose on responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or compliance with the Contract Documents. Acceptance will not interfere with or relieve Contractor from Contractor's full responsibility therefor.

F. Recovery Schedule.

1. Should any of the following conditions exist, City may require Contractor to prepare, at no extra cost to City, a plan of action and a recovery schedule for

completing the Work and achieving all contractual milestones within the allotted Contract Time:

a. The Contractor's monthly progress report indicates delays that are, in the opinion of City, of sufficient magnitude that City questions the Contractor's ability to complete the Work;

b. The schedule shows the Contractor to be thirty (30) or more days behind the critical path at any time during construction;

c. The Contractor desires to make changes in the logic or the planned duration of future activities of the schedule which, in the opinion of City, are major in nature.

2. The recovery schedule shall include proposed revisions to the Construction Schedule, demonstrating how Contractor intends to achieve all contractual milestones including Contract completion within the allotted Contract Time. The submittal shall include a narrative describing the actions planned by the Contractor to recover the schedule.

3. Contractor shall submit the Recovery Schedule within seven (7) Days of City's request. If Contractor asserts that City is responsible for the delay, failure to submit the recovery schedule within seven (7) Days of City's request, will be considered a concurrent delay event attributable to Contractor, and Contractor shall only be entitled to non-compensable adjustments to Contract Times. If Contractor is responsible for the delay, this provision will not limit or affect Contractor's liability and failure to submit the recovery schedule with seven (7) Days of City's request may result in City withholding progress payments or other amounts due under the Contract Documents.

4. Contractor is responsible for all costs associated with the preparation and execution of the recovery schedule, including any necessary recovery actions, which may include, but are not limited to, assignment of additional labor, and/or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of activities or sequencing changes to increase activity concurrence. Regardless of whether City directs Contractor to prepare a recovery schedule pursuant to this Section, Contractor shall promptly undertake appropriate action at no additional cost to City to recover the schedule whenever the current construction schedule shows that the Contractor will not achieve a milestone and/or complete the Work within the allotted Contract Time.

8.3 Time for Completion and Liquidated Damages

A. Time for Completion. The time for completion set forth in Article 2 of the Contract for Construction shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float. Contractor

shall not be entitled to compensation, and the City will not compensate Contractor, for delays which impact early completion. Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date.

B. Liquidated Damages. If the Work is not completed within the Contract Time(s), it is understood that the City will suffer damage. In accordance with Government Code section 53069.85 and Public Contract Code section 7102, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

C. Inclement Weather. Contractor shall abide by the City's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. Contractor shall not be entitled to reverse liquidated damages for time extensions resulting from inclement weather.

D. Extension of Time. Contractor's entitlement to an extension of the Contract Time is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its Subcontractors or Suppliers). The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Contractor shall not be entitled to an adjustment in the Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

E. Reverse Liquidated Damages. Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to unreasonable delays to the critical path for which the City is responsible. The parties agree that determining Contractor's exact delay damages are and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the time for completion set forth in Article 2 of the Contract for Construction, the City shall pay to the Contractor the sum stipulated in the Contract per day. Such amount shall constitute the only payment allowed for any City-caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Contractor shall not be entitled to reverse liquidated damages for any change in the Work in which Contractor is compensated for overhead and profit through a change in Unit Price Work or a Change Order resulting in a lump sum or allowed mark-up for the additional Work.

The amount of reverse liquidated damages shall be reduced by Contractor's concurrent delays.

F. Force Majeure. In accordance with subparagraphs "D" and "E" above, the Contractor shall not be charged liquidated damages, and the City shall not be responsible, for any delays resulting from a Force Majeure Event. If a delay to the critical path results from a Force Majeure Event, the Contractor will be entitled to a time extension but will not receive an adjustment to the Contract Price or any other compensation. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays.

G. No Damages for Reasonable Delay. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

H. Procedure for Time Extensions and Delay Damages. Contractor shall not be entitled to any extension of time or any reverse liquidated damages unless Contractor properly notices the delay and adjustment to compensation and requests a Change Order in accordance with Article 9.1 Change Orders and Time Extensions. Contractor's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall constitute a waiver of Contractor's right to a time extension or reverse liquidated damages.

8.4 Contractor's Responsibility for Work.

A. Until the acceptance of the Work by the Engineer as evidenced in writing, it shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good at its own expense all injuries or damages to any portion of the Work before its completion and acceptance. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City will pay for repair or restoration to damaged Work in excess of 5% of the total Bid.

8.5 Occupancy.

A. The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

8.6 Securities for Money Withheld

A. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow

agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

8.7 The City's Right to Suspend/Terminate the Contract

A. Suspension of Work by the City

1. The City may, at its sole option, decide to suspend at any time the performance of all or any portion of the Work by notice in writing to Contractor. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.

2. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

a. Immediately discontinue Work on the date and to the extent specified in the notice;

b. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;

c. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City's Representative of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and

d. Continue to protect and maintain the Work including those portions on which Work has been suspended.

3. Except as provided by this Article, as full and complete compensation for such suspension, Contractor shall be granted an adjustment in the Contract Price based on a negotiated daily rate that reflects the Contractor's actual costs associated with the demobilized condition of the Site and an extension of the Contract Times equal to the number of days performance of Work is suspended; provided, however, that no adjustment of Contract Price or extension of Contract Times shall be granted if the suspension results from Contractor's non-compliance with the requirements of the Contract.

B. Termination for Cause by the City:

1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of

its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) Days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

2. After expiration of the ten (10) Day period, the City may terminate the Contract by providing a Notice of Termination to the Contractor. The City may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project performance bond. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Work. If the City takes over the Work, the City may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.

3. Upon termination, Contractor shall not be entitled to receive any further payment from the City, except for Work which was duly performed prior to the effective date of the Notice of Termination. Contractor shall submit an invoice for final payment within thirty (30) Days of the effective date of the Notice of Termination. The City may withhold from final payment up to 150% of any disputed amounts, including any amounts which may be necessary to repair defective Work, complete unfinished Work, or are otherwise occasioned by Contractor’s failure to perform its duties under the Contract.

C. Termination for Convenience by the City:

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, upon ten (10) Days written notice if the City determines that a termination is in the City's interest.

2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations:

a. Stop Work as specified in the Notice.

b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

f. Submit to the City's Representative, within ten (10) Days from the effective date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 Days after the effective date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience." If the City rejects any costs, Contractor shall be deemed to waive the rejected costs unless Contractor files a Claim within thirty (30) Days of the rejection pursuant to Article 9.2.

g. Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The provisions in this Article are in addition to and not in limitation of any other rights or remedies available to the City.

4. Termination of the Contract shall not relieve surety of its obligation for any just claims arising out of or relating to the Work performed.

5. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

6. If the City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

8.8 Completion and Acceptance of Work

A. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection with the City and Contractor and will notify Contractor in writing of all particulars in which this

inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. Final Acceptance. The acceptance of the Work on behalf of the City will be made by the Engineer. Such acceptance by the City shall not constitute a waiver of defects. After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, Record Documents, and other documents required by the Contract Documents, the City shall execute a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

8.9 Warranty and Guaranty of Work.

A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year (or as otherwise indicated in the Contract Documents or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) Days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.

C. In addition to the warranty set forth in this Article, Contractor shall obtain for the City all warranties that would be given in normal commercial practice and assign to the City any and all manufacturer's or installer's warranties for equipment or materials

not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final acceptance of the Project by the City as required.

D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify the City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect or damage, the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

H. Acceptance of Defective Work.

1. If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to the City's evaluation of and determination to accept such defective Work and for the diminished value of the Work. If any acceptance of Defective Work occurs prior to release of the Project retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by the City. If the acceptance of defective occurs after release of the Project retention, an appropriate amount will be paid by Contractor to the City.

I. The City May Correct Defective Work

1. If Contractor fails within a reasonable time after written notice from the City to correct Defective Work, or to remove and replace rejected Work as required by the City, or if Contractor fails to perform the Work in accordance with the Contract

Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the City may, after seven (7) Days written notice to Contractor, correct, or remedy any such deficiency.

2. In connection with such corrective or remedial action, the City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable the City to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of defective Work.

4. If the Change Order is executed after all payments under the Contract have been paid by the City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to the City. If the Change Order is executed after release of the Project retention, an appropriate amount will be paid by Contractor to the City. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the City correcting Defective Work.

J. Nothing in the warranty or in the Contract Documents shall be construed to limit the rights and remedies available to the City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 9 -CHANGE ORDERS; DISPUTE RESOLUTION

9.1 Change Orders and Time Extensions

All changes to the Contract, including compensation increases and time extensions, shall be through a written Change Order in accordance with this Article. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and Contractor's compensation and the time for completion shall be adjusted accordingly. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any

item or portion of Work to be done. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the Work, including Additional Work, promptly and expeditiously. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

A. Change in Contract Procedures

1. City Directive. The City may direct changes in the Work by delivering a written directive. To the extent the work directive results in a change to compensation or time, Contractor must timely request a Change Order and comply with all Change Order procedures in accordance with this Article. Notwithstanding issuance of a work directive, Contractor's failure to timely request a Change Order shall constitute a waiver by Contractor of any adjustment to compensation or time extension for Work performed under the directive. The City shall not be liable to Contractor for Work performed or omitted by Contractor in reliance on verbal orders.

2. Contractor's Notice of Change/Delay. If Contractor intends to initiate a Change Order Request, then Contractor shall provide the City with written notice of the underlying facts and circumstances that gave rise to the proposed change within the following times:

a. If due to unknown subsurface or latent physical conditions, within three (3) Days from the discovery date or prior to the alterations of the conditions, whichever is earlier.

b. If due to a Force Majeure Event, as soon as reasonably practicable under the conditions, which shall be no longer than three (3) Days from the date the Contractor discovers that the Force Majeure Event gives rise to a change, unless that the conditions are such that notice within three (3) Days is not possible or practicable.

c. If due to any other matter that may involve an adjustment to the Contract Time or the Contract Price, within seven (7) days from the discovery date.

To be considered valid and complete, the notice of change/delay shall include a general statement of the circumstances giving rise to the notice of change/delay and a reasonable order of magnitude estimate of the additional costs and/or time. If the circumstances give rise to both a cost adjustment and time extension, Contractor shall submit the notice of change and notice of delay concurrently.

3. Request for Change in Compensation and/or Extension of Time. Contractor shall submit a Change Order Request for any adjustment to Contractor's compensation and/or any extension of time. The Change Order Request shall be made prior to incurring any expense and within fourteen (14) Days from either Contractor's notice of change/delay or the City's directive ordering the change. The Change Order Request shall include all of the following information (unless inapplicable to the change):

a. A detailed description of the circumstances giving rise to the request;

b. A complete itemized cost proposal, including itemized pricing for first tier Subcontractors;

c. Supporting documentation for all costs;

d. A time impact analysis showing the impact of the delay to the critical path to completion;

e. If any added costs or information cannot be determined at the time of the Change Order Request, the reason the costs or information cannot be determined at the time; and

f. Certification to the accuracy of the Change Order Request under penalty of perjury.

The time impact analysis shall be in the critical path method format and shall show the sequencing of all critical and non-critical new activities and/or activity revisions affected by the delay, with logic ties to all affected existing activities noted on the schedule.

The City may demand, and Contractor shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses. Contractor shall provide the requested additional information within five (5) Days of the request.

For any costs or information that cannot be determined at the time Contractor submits the Change Order Request, Contractor shall submit to the City notice of the costs or information and all supporting documentation within five (5) Days of when the costs or other information become subject to determination.

4. City's Final Decision on Change Order; Ordered Changes. If the City denies the Change Order Request or disagrees with the proposal submitted by Contractor, it will notify the Contractor, and the City will provide its opinion of the appropriate price and/or time extension. If no agreement can be reached, the City shall have the right to order the Work performed on a time and materials basis or to issue a unilateral Change Order setting forth the City's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The City shall also have the right to order changes in the Work to be performed promptly by the Contractor on a time and materials basis or to issue a unilateral Change Order setting forth the City's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The City's determination shall become final and binding if the Contractor fails to submit a Claim in writing to the City within fourteen (14) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order and providing such supporting documentation for its position as the City may reasonably require.

5. Contractor's Waiver of Further Relief. **CONTRACTOR'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE/DELAY AND/OR CHANGE ORDER REQUEST, OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS ARTICLE, SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE**

OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

Contractor recognizes and acknowledges that timely submission of a formal written notice of change/delay and Change Order Request, whether or not the circumstances of the change may be known to the City or available to the City through other means, is not a mere formality but is of crucial importance to the ability of the City to promptly identify, prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Article, shall accordingly be insufficient.

6. Change Order Format

a. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

b. The City may designate the forms to be used for notices, requests, and Change Orders. If so designated, Contractor may only use such forms. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No Claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's Change Order form in an attempt to reserve additional rights.

B. Determining Adjustments to Compensation.

1. Limitation on Costs. Contractor shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Article. The mark-up added in instances of Additional Work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such Work.

2. Unit Price Change Orders. When the actual quantity of a Unit Price Work item varies from the Bid Schedule, compensation for the change in quantity will be calculated by multiplying the actual quantity by the unit price. This calculation may result in either an additive or deductive Change Order. Bid items included on the Bid Schedule may be deducted from the Work in their entirety without any negotiated extra costs. Because Unit Price Work includes overhead and profit as determined by Contractor at the time of its Bid submission, no mark up or deduction for overhead and profit will be allowed.

3. Lump Sum Change Orders. Whenever possible, any changes affecting compensation shall be in a lump sum mutually agreed by the Contractor and the City.

4. Time and Materials Change Orders. The City may direct the Contractor to proceed with the Additional Work with payment to be made on the basis of actual cost of the labor and materials required to complete the Additional Work. If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order is suitable and the Change Order shall include a ceiling price that the Contractor exceeds at its own risk.

5. Federally Funded Projects. For any change in price to the Contract, general and administrative expenses shall be negotiated and must conform to the cost principles set forth under at 2 C.F.R. Part 200, subpart E, and profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the Additional Work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

6. Allowed Costs. Estimates for lump sum quotations and accounting for time-and-material work shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as follows:

a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon supplier or manufacturer’s invoice.

c. Tool and Equipment Use. Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. The Contractor shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to the City for the total period of use. The City shall the make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of $1,000 or less.

(i) The rental time to be paid for equipment shall be the time the equipment is in productive operation on the Additional Work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(ii) All equipment shall, in the opinion of the City, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

(iii) Before construction equipment is used on any Additional Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City, in duplicate, a description of the equipment and its identifying number.

(iv) When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.

d. Allowed Mark-up. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:

(i) "Net Cost" is defined as the actual costs of labor, materials and tools and equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and Subcontractors at cost only, without mark-up. Contractor shall provide the City with documentation of the costs, including but not limited to payroll records, invoices, and such other information as the City may reasonably request.

(ii) For Work performed by the Contractor's forces the allowed mark-up shall not exceed fifteen (15%) percent of labor costs, ten percent (10%) of material costs, and ten percent (10%) of the cost of tools and equipment use.

(iii) For Work performed by a Subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Subcontractor's Net Cost of the Work to which the Contractor may add up to five percent (5%) of the Subcontractor's Net Cost.

(iv) For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the Subcontractor and Contractor may each add up to an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

(v) No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by the City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

(vi) Calculation of the mark-up will be subject to the limitations above and to calculation as further detailed in (b)(B)(5) above.

e. Documentation of Time-and-Material Costs.

(i) T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's for an approval signature each day that Work is performed on a time-and-material basis. The Engineer's signature on time sheets only serves as verification that the Work was performed and is not indicative of the City's agreement to Contractor's entitlement to the cost.

(ii) T&M Summary Sheet. Contractor shall submit a T&M Summary Sheet, which shall include total actual costs, within five (5) Days following completion of Additional Work on a time-and-material basis. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. Contractor's failure to submit the T&M Summary Sheet within five (5) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the Additional Work.

f. Excluded Costs. The following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by the Contractor's mark-up, shall not be allowed costs and shall not be included in any lump sum proposals or time-and-materials invoices:

(i) Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Work;

(ii) Office Expenses. Expenses of Contractor's principal and branch offices;

(iii) Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

(iv) Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

(v) Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

(vi) Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

(vii) Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

(viii) Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

(ix) Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

(x) Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents; including but not limited to: submittals, drawings, field drawings, shop drawings, including submissions of drawings; field inspection; general superintendence; computer services; reproduction services; salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; janitorial services; small tools, incidentals and consumables; temporary on-site facilities (offices, telephones, high speed internet access, plumbing, electrical power, lighting; platforms, fencing, water); surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties; insurance and bond premiums.

(xi) Compliance with Federal Cost Principles. If the Project is federally funded, any costs that are not allowable, reasonable and allocable to the Project, under generally accepted accounting principles and the applicable federal requirements.

9.2 Procedure for Resolving Claims.

Contractor shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 9.1, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

A. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with all applicable law, including but not limited to these statutes.

B. Claims. For purposes of this Article, "Claim" means a separate demand by the Contractor for:

1. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the City;

2. Payment by the City of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or

3. An amount the payment of which is disputed by the City.

A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

C. Filing Claims. Claims governed by this Article may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The Claim shall include the all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

D. **Documentation.** The Contractor shall submit all Claims in the following format:

1. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

2. List of documents relating to Claim:

a. Specifications

b. Drawings

c. Clarifications (Requests for Information)

d. Schedules

e. Other

3. Chronology of events and correspondence

4. Narrative analysis of Claim merit

5. Analysis of Claim cost, including calculations and supporting documents

6. Time impact analysis in the form required by the Contract Documents or, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested

E. City's Response. Upon receipt of a Claim pursuant to this Article, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three (3) Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a Claim, the City may request in writing additional documentation supporting the Claim or relating to defenses or Claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor. The City's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

F. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

G. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

H. Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

I. Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title

3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

J. Government Code Claim Procedures.

1. This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for Additional Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the City.

3. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for Additional Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the City.

4. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably by known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

K. Non-Waiver. The City's failure to respond to a Claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Article.

ARTICLE 10 - MEASUREMENT; PAYMENT

10.1 Cost Breakdown.

A. Lump Sum Work.

1. Contractor shall furnish on forms approved by the City within ten (10) Days of the Notice to Proceed, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such a form and supported by such

data to substantiate its accuracy as the Engineer may require. This schedule of values, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's applications for payment. Contractor shall submit the schedule of values prior to submitting its first application for payment, and the City will not issue any payment until it receives and approves the schedule of values.

B. Unit Price Work.

1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and or profit for each separately identified item.

2. Unless otherwise specified, payment will be based on the actual quantities of Work as verified and approved by the Engineer, based on the price per unit as set forth in the Bid.

3. The City or Contractor may initiate a Change Order or Change Order Request to adjust the Contract Price in accordance with Contractor Documents based on actual quantities of Unit Price Work. The City or Contractor may make a claim for an adjustment in the Unit Price in accordance with the Contract Documents if:

a. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and

b. there is no corresponding adjustment with respect to any other item of Work; and

c. Contractor believes that Contractor is entitled to an increase in unit price as a result of having incurred additional expense or the City believes that the City is entitled to a decrease in unit price and the parties are unable to agree as to the amount of any such increase or decrease.

10.2 Progress Estimates and Payment.

A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date Work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid. Contractor shall include any amount earned for authorized Additional Work. Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

B. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section C below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

C. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any Subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his Subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.

6. Amounts which may be due the Count for claims against Contractor.

7. Failure of Contractor to keep the Record Drawings up to date.

8. Failure to provide update on construction schedule as required herein.

9. Site cleanup.

10. Failure to comply with Contract Documents.

11. Liquidated damages.

12. Legally permitted penalties.

D. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (C)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

E. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to

be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 Days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of Days by which the Engineer exceeds the seven (7) Day requirement.

F. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

G. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

10.3 Final Acceptance and Payment

A. Following the City's acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request. The City shall have the right to adjust any estimate of quantity and to correct any error made in any estimate for payment.

B. When the Work has been accepted there shall be paid to Contractor a sum equal to the Contract Price less any amounts previously paid Contractor and less any amounts withheld by the City from Contractor under the terms of the Contract. The final five percent (5%), or the percentage specified in the Notice Inviting Bids where the City has adopted a finding of substantially complete, shall not become due and payable until as required by Public Contract Code section 7107. If the Contractor has placed securities with the City as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the Contract Price less any amounts due the City under the terms of the Contract.

C. Unless Contractor advises the City in writing prior to acceptance of the final five percent (5%) or the percentage specified in the Notice Inviting Bids where the City has adopted a finding of completion, or the return of securities held as described herein, said acceptance shall operate as a release to the City of all claims and all liability to Contractor for all things done or furnished in connection with this Work and for every act of negligence of the City and for all other claims relating to or arising out of this Work. If Contractor advises the City in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the City may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the City with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this Contract.

D. In case of suspension of the Contract any unpaid balance shall be and become the sole and absolute property of the City to the extent necessary to repay the City any excess in the cost of the Work above the Contract Price.

E. Final payment shall be made no later than 60 Days after the date of acceptance of the Work by the City or the date of occupation, beneficial use and enjoyment of the Work by the City including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount.

F. Within ten (10) Days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its Subcontractors from whom retention has been withheld each Subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 11 -MISCELLANEOUS

11.1 Patents.

A. Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this Contract.

11.2 Document Retention & Examination

A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

C. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

11.3 Notice.

A. All notices shall be in writing and either served by personal delivery or mailed to the other party. Written notice to the Contractor shall be addressed to Contractor's

principal place of business unless Contractor designates another address in writing for service of notice. Notice to the City shall be addressed to the City as designated in the Notice Inviting Bids unless the City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

11.4 Notice of Third Party Claims

A. Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

11.5 State License Board Notice

A. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

11.6 Assignment of Contract

A. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

11.7 Change In Name And Nature Of Contractor's Legal Entity.

A. Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect the City's rights under the Contract, including but not limited to the bonds.

11.8 Prohibited Interests

A. No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection,

construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

11.9 Controlling Law

A. Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

11.10 Jurisdiction; Venue

A. Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of San Bernardino County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

11.11 Cumulative Remedies.

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

11.12 Survival of Obligations.

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

11.13 Headings.

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

11.14 Assignment of Antitrust Actions

A. In accordance with §7103.5(b) of the California Public Contract Code, Contractor and Subcontractors must conform to the following requirements:

1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Subcontractor offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.

2. This assignment must be made and become effective at the time the awarding body tenders to Contractor, without further acknowledgment by the parties.

11.15 All Legal Provisions Included

A. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify City in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to City, he shall bear all costs arising therefrom.

B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

C. Contractor acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

D. No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

E. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by City, at no increase in Contract Price or extension in Contract Times, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

SECTION 00750 – SPECIAL CONDITIONS

ARTICLE 1 -SCOPE OF WORK

1.1 Location of the Project.

A. Citywide

1.2 Scope of Work.

A. The Scope of Work consists of

1. The City of Ontario is requesting bids to perform the following scope of work "Thermoplastic Traffic Marking Services". The qualifications and references required are an integral part of the scope and will be a critical aspect of the evaluation of bid received. Bids that do not comply with the required references and qualifications will be deemed non-responsive. There will be a non-mandatory Pre-Bid meeting, schedule to take place at the Public Works Agency offices located at 1425 S. Bon View Avenue, Ontario, CA 91761 (Training Facility Trailer) on February 14, 2024 at 11:00 am.

The successful contractor will provide a monthly summary of all areas serviced and a monthly invoice to the Parks & Maintenance Director (or his authorized representative) who is administering the contract.

SCOPE

This specification covers a hot-melt, retro-reflective, thermoplastic traffic marking material that is suitable for producing durable traffic stripes and pavement marking legends on Portland cement concrete and or asphalt concrete pavements.

METHODOLOGY

This material shall be heated and applied to road surfaces in a molten state using a mechanical applicator. While is still hot, reflectorizing glass beads shall be applied to the surface of the applied thermoplastic striping material. Upon cooling to normal pavement temperatures this material shall produce durable, adherent, retro-reflective traffic stripes and pavement markings that are capable of resisting deformation by traffic.

The thermoplastic material shall be composed of 100% solids. The binder shall consist of a maleic-modified glycerol ester of rosin which is homogeneously blended together with all necessary prime pigments, fillers, glass beads and additives to produce a traffic striping material that meets the requirements as specified herein. All thermoplastic material shall be free from: lead, chromium, cadmium, barium, and other toxic metals.

The following specifications, test methods and standards in effect of the opening date of the invitation for bid form a part of this specification where referenced:

• California Test Methods (CTM) No. CT 423 and CT 660 (latest revision)

• California Department of Transportation, Standard Specifications, August 2018

• Federal Standard designation No. 595A color 33538

• US Environmental Protection Agency (EPA) SW 846 methods 3052 and 6010B

• AASHTO (American Association of State Highways and Transportation Officials) Designation M247

• American Society for Testing and Materials (ASTM) Designations D476, D2794, D3335, D3718, D4563, D4764, D5380, D5381, D6359, D6628, E11, E28, E313, E1710 and G154

• California Code of Regulations Title 22

• Commission International de l'Eclairage (CIE) 1931 Chromaticity Diagram

White Material

White material shall contain a minimum of 10% (by weight) titanium dioxide pigments meeting ASTM D476 type II (Rutile) the titanium dioxide content will be determined using ASTM designations; D 5380 and E 1621. White thermoplastic must meet the Retro reflectivity requirement when applied with drop-on-glass beads.

Led Free Yellow

Lead free yellow thermoplastic shall contain proper amounts of C.I. pigment yellow 83 (opaque version) and titanium dioxide (rutile) to produce a yellow material that has a weather fast and heat stable yellow color which meets the; Yellow Color, Reflectance, Color Stability (accelerated weathering) and retro reflectivity requirements as stated herein. Other pigments may be added to achieve these color requirements. The yellow thermoplastic material shall appear yellow during both daytime and nighttime conditions when applied with drop-on beads.

Other Ingredients

The remainder of the thermoplastic compositions shall be determined by the manufacturer – within the constraints of the requirements below. It shall be the manufacturer's responsibility to produce a thermoplastic material containing the necessary plasticizers, antioxidants, and all other additives so that the thermoplastic will retain its color, viscosity, and all other properties as specified herein. In addition to being essentially led and chromium free, the thermoplastic shall not contain any hazardous materials at levels that would cause the thermoplastic to be classified as a hazardous waste under Title 22, Division 4, section 66261.20 of the California Code of Regulations.

Workmanship

The material's ingredients (resins, pigments, glass beads, fillers, and additives) shall be homogeneously blended. The finished product shall be uniform from bag to bag. The melted thermoplastic materials shall have no indication of resin separation or incompatibility of resins when melted or cooling. The material shall be free from all; dirt, water, foreign matter, and other deleterious substances capable of clogging; screens, valves, pumps, and other striping apparatus. The thermoplastic material shall be of such composition that it will not bleed, stain or discolor when applied to pavements. The materials shall maintain the requirements of this specification for a minimum period of 1 year from the date of manufacturing. This material shall

comply with all applicable air pollution control rules and regulations, The thermoplastic materials shall not emit fumes that are toxic or injurious to persons or property when it is heated to application temperature.

The contractor shall remove general deleterious debris after completion of work. Contractor shall take every precaution to ensure a minimal impact on any sensitive ecological areas, if any, and to exercise the highest professionalism when working within the community especially on or near private property.

All materials shall be homogeneously blended, the finished product shall always be uniform. The melted thermoplastic material shall have no indications of resin separation or incompatibility of resins when melted or after cooling. Material shall be free from dirt, water, foreign matter and other deleterious substances capable of clogging apparatus.

Materials shall comply with all applicable air pollution control rules and regulations The contractor shall be responsible to provide their assigned staff a smart phone to be able to download (free) My Ontario APP to create (each work order) and close work orders. Pictures of before and after work shall be attached to each app created.

City will provide the contractor magnetic signs “Working Under Contract with The City of Ontario” which shall be posted on their vehicles every time work is being performed within the City limits, contractor shall provide a request to the City representative indicating the number of signs needed.

HANDLING OF WASTE

Transportation and disposal of the waste material shall be the responsibility of the Contractor.

CONTRACTOR NON-COMPLIANCE

A. If the Executive Director Public Works or his authorized representative, determines that there are deficiencies in the performance of this Agreement, the Executive Director Public Works, or his authorized representative, will provide a written notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Executive Director Public Works, or his authorized representative, to correct the specified deficiencies. Should the Contractor fail to correct any deficiencies within the stated time frame, the Executive Director Public Works , or his authorized representative, may exercise the following measures:

1. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead and impose a deficiency deduction.

2. Withhold the entire or partial payment.

3. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead. In addition, in the event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, the City of Ontario may immediately terminate this Agreement.

STANDARD OF CARE

The Contractor represents and warrants that it and all personnel engaged in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. The Contractor shall perform the services in a skillful and competent manner.

PERSONNEL

The Contractor shall provide personnel fully trained in all phases of Thermoplastic Traffic Marking Services with knowledge of equipment practices for the most effective service. In addition, the Contractor shall train employees in the requirements of the contract specifications. The Contractor shall provide personnel capable of verbal and written communications in a professional level of the English language.

All contractual personnel shall be physically able to do their assigned work. The firm and its employees shall always conduct themselves in a proper and efficient manner and shall cause the least possible annoyance to City staff and the public. The City's Executive Director Public Works or authorized representative may require the firm to promptly remove from the work site any employee deemed careless, uncooperative, incompetent, a threat to the adequate or timely completion of services, a threat to the safety of persons of property, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City. Such an employee shall not be re-employed to perform any of the services. The firm shall have competent employees on the job who can discuss with the City's Executive Public Works Director or authorized representative matters pertaining to this Contract. Adequate and competent supervision shall be provided for all work done by the firm's employees to ensure accomplishment of high-quality work, which will be acceptable to the City's Executive Director Public Works or authorized representative. All personnel shall be required to wear a uniform as deemed appropriate by the City's authorized representative. Each employee shall be required to carry, on his person, a picture identification card identifying employee as an employee of the firm. All personnel changes or substitutes need to be reported to the Executive Public Works Director or his representative prior to work shift.

RESPONSE TIME

The Contractor shall have a supervisor available twenty-four (24) hours per day, seven days per week throughout the duration of this contract, including weekends and legal holidays. In situations involving a service call, the Contractor shall have personnel and equipment to reach the site within 2 hours during normal business hours (Monday through Friday, 7:00 am through 4:00 pm) and within two (2) hours any time outside of the normal working hours.

ASSIGNMENT

The firm shall not assign, sublet or lease any part or portion of this Contract without the prior written approval of the City Manager.

HOLD HARMLESS

All officers, representatives, employees and sub firms, and their representatives, who are employed by the firm to perform the Services, shall be deemed officers, representatives and employees of the firm. The firm shall defend, indemnify and hold the City, its elected officials, officers, employees, and representatives free and harmless from any liability from loss, damage

or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of the firm arising out of or in connection with the firm's performance under this Agreement, including, without limitation, the payment of attorneys' fees. Exhibit B.

CONTRACT TERM

The term of this Agreement shall be from July 1, 2024 to June 30, 2027, unless earlier terminated as provided herein. Contractor shall complete the services within the term of this Agreement and shall meet any other stablished schedules and deadlines. The parties may, by mutual, written consent, extend the term of this Agreements for two additional years.

ARTICLE 2 -MODIFICATIONS TO THE GENERAL CONDITIONS

2.1 Section 5.22 Submittals.

The first sentence in Section 5.17 (A) of the General Conditions shall be deleted in its entirety and replaced with the following:

"_____"

END OF SPECIAL CONDITIONS

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Housing Prepared By: Hannah K Mac Kenzie Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Reviewed By: Katryna Gonzalez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: **ONE-YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG"), HOME INVESTMENT PARTNERSHIPS ("HOME"), AND EMERGENCY SOLUTIONS GRANT ("ESG") PROGRAMS FOR FISCAL YEAR 2024-25**

RECOMMENDATION: That the City Council take the following actions:

A. Approve the One-Year Action Plan for Fiscal Year 2024-25 for the Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grant ("ESG") Programs (on file in the Records Management Department);
B. Direct Staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD"); and
C. Authorize the City Manager, or his designee, to take all actions necessary or desirable to implement the One-Year Action Plan for Fiscal Year 2024-25 and Subrecipient Agreements.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: In Fiscal Year 2024-25, the City is estimated to receive $1,882,760 in CDBG funds. It has an available CDBG contingency from prior years of $370,013. Additionally, the City is estimated to receive $819,086 in HOME funds and $158,507 in ESG funds from HUD.

BACKGROUND & ANALYSIS: HUD requires that cities prepare and adopt an annual Action Plan for each year of the Five-Year Consolidated Plan, which provides for the expenditure of CDBG, HOME, and ESG funds.

The Fiscal Year 2024-25 One-Year Action Plan is the fifth and final plan prepared as part of the 2020-24 Five-Year Consolidated Plan.

One community forum/public meeting was held on March 28, 2024, to solicit public participation in developing the One-Year Action Plan. On April 2, 2024, the City advertised in the Daily Bulletin that the draft Action Plan would be available for public review through May 6, 2024.

The City's CDBG, HOME, and ESG allocations from HUD for Fiscal Year 2024-25, as compared to last year's allocations are illustrated below:

	Fiscal Year 2023-24	**Fiscal Year 2024-25 (Estimated)**	**Difference**
CDBG	$1,882,760	$1,882,760	$0
Available CDBG Contingency	$704,501	$370,013	($334,488)
HOME	$819,086	$819,086	$0
ESG	$158,507	$158,507	$0
TOTAL	**$3,564,854**	**$3,564,854**	**($334,488)**

The One-Year Action Plan allocates funds to programs designed to support strategies identified in the Consolidated Plan. The detailed Fiscal Year 2024-25 proposed funding allocations are provided in Exhibit A. The City solicits applications from outside entities every two years. Applications from external agencies were received for funding during the preparation of the Fiscal Year 2024-25 One-Year Action Plan.

Subsequent to City Council approval, the Fiscal Year 2024-25 One-Year Action Plan will be submitted to HUD prior to the required deadline of May 15, 2023.



2024-25 ONE-YEAR ACTION PLAN

May 7, 2024

Prepared by the

City of Ontario Housing Services Department
303 East B. Street
Ontario, CA 91764
(909) 395-2006

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2024-25 One Year Action Plan

Executive Summary

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

Ontario's Consolidated Plan identifies the City's overall housing and community development needs and outlines a strategy to address them. The primary purpose of the Consolidated Plan is to match HUD resources from Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) with the identified needs and strategies. The Consolidated Plan provides a centralized analysis of community needs coupled with a five-year strategy for addressing these needs. The current Consolidated Plan covers the period from July 1, 2020 through June 30, 2024.

The One-Year Action Plan identifies specific goals consistent with the Five-Year Strategy and lists projects, programs, and resources that will be used to implement the Strategy during Fiscal Year 2024-25. This plan covers the period from July 1, 2024 through June 30, 2025.

During FY 2024-25, the City of Ontario will receive the following federal funds:

Program	FY 2024-25
Community Development Block Grant Program (CDBG)	$1,882,760
Anticipated CDBG Program Income	$0
Available CDBG Contingency (Roll Over from Prior Year)	$370,013
HOME Investment Partnership Program (HOME)	$819,086
Anticipated HOME Program Income	$0
Available HOME Contingency (Roll Over from Prior Year)	$0
Emergency Solutions Grant Program (ESG)	$158,507
Available ESG Contingency (Roll Over from Prior Year)	$0
TOTAL	**$3,230,366**

The table on the following page identifies the total recommended allocation of CDBG, HOME, and ESG resources and the specific recommended allocations for housing and community development projects and programs

PROPOSED PROGRAMS (CDBG, HOME AND ESG ALLOCATIONS)					
PROPOSED PRIORITIES	**PROPOSED PROGRAMS**	**CDBG**	**HOME**	**ESG**	**TOTAL**
HOUSING STRATEGY					
Goal #1: Expand affordable rental housing opportunities, particularly for low-income persons.					
	Tenant Based Rental Assistance (TBRA)	$0	$307,158	$0	**$307,158**
	GOAL #1 SUBTOTAL	**$0**	**$307,158**	**$0**	**$307,158**
Goal #2: Create new, preserve and rehabilitate existing rental and owner-occupied housing units.					
	Neighborhood Preservation Program	$45,000	$0	$0	**$45,000**
	Community Improvement Team (Code Enforcement)	$100,000	$0	$0	**$100,000**
	Single-Family/Multi-Family New Construction and Rehabilitation	$0	$307,158	$0	**$307,158**
	GOAL #2 SUBTOTAL	**$145,000**	**$307,158**	**$0**	**$452,158**
Goal #3: Increase affordable homeownership opportunities, particularly for low and moderate income persons.					
	Community Housing Development Organizations (CHDOs) Housing Program	$0	$122,862	$0	**$122,862**
	GOAL #3 SUBTOTAL	**$0**	**$122,862**	**$0**	**$122,862**
HOMELESS STRATEGY					
Goal #1: Preserve and improve the supply of supportive housing and public services for the homeless.					
	Emergency Rent Protection Program	$0	$0	$146,619	**$146,619**
	Family Stabilization Program at SOVA Program Center (Inland Valley Hope Partners)	$18,410	$0	$0	**$18,410**
	Services for Victim of Domestic Violence and Their Children (House of Ruth)	$12,600	$0	$0	**$12,600**
	Extreme Weather Motel Voucher Program	$142,204	$0	$0	**$142,204**
	GOAL #1 SUBTOTAL	**$173,214**	**$0**	**$146,619**	**$319,833**
SPECIAL NEEDS STRATEGY					
Goal #1: Provide supportive services for special needs populations.					
	Senior Support Services (Inland Fair Housing and Mediation Board)	$10,000	$0	$0	**$10,000**
	GOAL #1 SUBTOTAL	**$10,000**	**$0**	**$0**	**$10,000**
FAIR HOUSING STRATEGY					
Goal #1: Continue to implement the Fair Housing laws by providing funding to further fair housing.					
	Fair Housing (Inland Fair Housing and Mediation Board)	$22,000	$0	$0	**$22,000**
	Landlord/Tenant Mediation (Inland Fair Housing and Mediation Board)	$10,200	$0	$0	**$10,200**
	GOAL #1 SUBTOTAL	**$32,200**	**$0**	**$0**	**$32,200**

PROPOSED PROGRAMS (CDBG, HOME AND ESG ALLOCATIONS)					
PROPOSED PRIORITIES	**PROPOSED PROGRAMS**	**CDBG**	**HOME**	**ESG**	**TOTAL**
COMMUNITY DEVELOPMENT STRATEGY					
Goal #1: Provide for needed infrastructure improvements in target lower- and moderate-income neighborhoods.					
	Downtown Storefront Façade Improvement Program	$125,000	$0	$0	**$125,000**
	Pavement Management Rehabilitation (Engineering)	$553,770	$0	$0	**$553,770**
	Alley Pavement Rehabilitation (Engineering)	$190,000	$0	$0	**$190,000**
	Wheelchair Ramp Installation (Community and Public Services)	$175,000	$0	$0	**$175,000**
	LED Streetlight Installation (Engineering)	$300,000	$0	$0	**$300,000**
	GOAL #1 SUBTOTAL	**$1,343,770**	**$0**	**$0**	**$1,343,770**
Goal #2: Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.					
	John Galvin Underground Lights	$140,000	$0	$0	**$140,000**
	Remaining Park Improvement Project	$10,037	$0	$0	**$10,037**
	GOAL #2 SUBTOTAL	**$150,037**	**$0**	**$0**	**$150,037**
Goal #3: Provide needed community services to serve lower and moderate-income residents.					
	Child Care, Family, and Youth Subsidies (Ontario-Montclair YMCA)	$22,000	$0	$0	**$22,000**
	GOAL #3 SUBTOTAL	**$22,000**	**$0**	**$0**	**$22,000**
Goal #4: Expand the City's economic base and promote greater employment opportunities.					
		$0	$0	$0	**$0**
	GOAL #3 SUBTOTAL	**$0**	**$0**	**$0**	**$0**
ADMINISTRATION					
	City of Ontario	$376,552	$81,908	$5,870	**$464,330**
	Mercy House Living Centers, Inc.	$0	$0	$6,018	**$6,018**
ADMINISTRATION SUBTOTAL		**$376,552**	**$81,908**	**$11,888**	**$470,348**
TOTAL		**$2,252,773**	**$819,086**	**$158,507**	**$3,230,366**
FY 22-23 ALLOCATION		**$1,882,760**	**$819,086**	**$158,507**	**$2,860,353**
ANTICIPATED PROGRAM INCOME		**$0**	**$0**	**$0**	**$0**
AVAILABLE CONTINGENCY FROM PRIOR YEARS		**$370,013**	**$0**	**$0**	**$370,013**
TOTAL		**$2,252,773**	**$819,086**	**$158,507**	**$3,230,366**

Summarize the objectives and outcomes identified in the Plan

Based on the *Needs Assessment – Resident Survey*, community meetings, consultation with other organizations, individual interviews, housing market and needs study, and other factors, the City of Ontario has developed the following five-year strategies to address the priority needs found in the Consolidated Plan:

Housing Strategy

Goal #1: Preserve existing rental and owner-occupied housing resources. (Estimated housing units preserved in FY 2023-24: 315)

Goal #2: Expand affordable rental housing opportunities, particularly for low income persons. (Estimated households assisted in FY 2023-24: 20)

Goal #3: Increase affordable homeownership opportunities, particularly for low and moderate income persons. (Estimated housing units developed in FY 2023-24: 0)

Homeless Strategy

Goal #1: Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services. (Estimated number of persons assisted for FY 2023-24: 4,465)

Special Needs Strategy

Goal #1: Provide supportive services for special needs populations. (Estimated number of persons assisted for FY 2023-24: 600)

Fair Housing Strategy

Goal # 1: Continue to implement the Fair Housing laws by providing funding to further fair housing. (Estimated number of persons assisted for FY 2023-24: 1,500)

Public Housing Strategy

Goal #1: Continue to support the on-going efforts of the Housing Authority of the County of San Bernardino and the Ontario Housing Authority to maximize the use of rental assistance subsidies and other resources in the City. (Estimated number of persons assisted for FY 2023-24: 20)

Lead Hazard Strategy

Goal #1: Reduce the number of housing units with lead paint hazards through education, inspection, and rehabilitation. (Estimated number of households assisted in FY 2023-24: 0)

Community Development Strategy

Goal #1: Provide needed public infrastructure improvements in target lower and moderate income neighborhoods. (Estimated number of persons assisted for FY 2023-24: 39,140)

Goal #2: Provide for new community facilities and improve the quality of existing community facilities to serve lower and moderate income neighborhoods. (Estimated number of new public facilities for FY 2023-24: 1)

Goal #3: Provide needed community services to serve lower and moderate income residents. (Estimated number of persons assisted for FY 2023-24: 12,305)

Goal #4: Expand the City's economic base and promote greater employment opportunities. (Estimated number of businesses assisted for FY 2023-24: 0)

Evaluation of past performance

The City was able to make progress toward achieving many of its short and long-term housing and community development goals established within the FY 2020-24 Consolidated Plan. These efforts were reflected in the creation and implementation of pro-active programs and projects designed to increase the availability of affordable housing, construction of a number of important infrastructure improvements, and preservation/expansion of public service programs and have been detailed in the annual submission of the Consolidated Annual Performance and Evaluation Reports.

Listed below is a brief summary of the goals and accomplishments from the FY 2020-24 Consolidated Plan. Please note the accomplishment data is through June 30, 2024.

A. Housing Strategy

Priority 1: Expand affordable rental housing opportunities, particularly for low-income persons.

Five-Year Total Goal: 202

Accomplishments through June 30, 2023, 52 households were assisted through the Tenant Based Rental Assistance Program

Evaluation: The demand for new affordable rental units remains high within Ontario. The City continuously seeks opportunities for funding for construction of additional affordable housing units, including funding that has recently become available through the State of California including the following programs: Affordable Housing and Sustainable Communities Program (AHSC), Veterans Housing and Homeless Prevention Program (VHHP), and other new possible State funding. The City implemented a Tenant Based Rental Assistance program targeted at chronically homeless individuals and families over the past year.

Priority 2: Preserve existing rental and owner-occupied housing resources.

Five-Year Total Goal: 1,563

Accomplishment through June 30, 2023: 1,977

Evaluation: Over the past year, the City implemented the following programs to address this priority:

- Multi-Family Rehabilitation and Monitoring Activities
- Community Improvement Team (Code Enforcement)

The programs implemented by the City over the past year had a significant impact on preserving the existing rental and owner-occupied housing stock within Ontario. The demand has remained high for these type of services is estimated to remain high for the next year.

Priority 3: Increase affordable homeownership opportunities, particularly for low- and moderate-income persons.

Five-Year Total Goal: 0

Accomplishments through June 30, 2023: 254

Evaluation: The most successful homeownership programs in terms of number of households assisted were operated by private and non-profit housing service organizations. Ontario continues to partner with the private sector and non-profit housing service organizations to increase affordable homeownership opportunities within Ontario utilizing these federal and state programs that are already available to low- and moderate-income households.

B. Homeless Strategy

Priority 1: Preserve and improve the supply of supportive housing and public services for the homeless.

Five-Year Goal: 31,250 persons served

Accomplishments through June 30, 2023: 2,240 persons served

Evaluation: The City of Ontario over the past year continued to operate a comprehensive Continuum of Care Program within Ontario.

The demand for homeless programs and services is still strong. On a federal and state funding level, the availability of funding for transitional housing type products is dwindling. The federal and state funding has transitioned to “Housing First” type products. The City of Ontario is strategically investigating conversion of transitional housing programs into permanent supportive housing programs to ensure the viability of funding for housing options available to address the homeless within Ontario.

C. Special Needs Strategy

Priority 1: Preserve and improve the supply of supportive housing and public services to special needs populations.

Five-Year Goal: 750

Accomplishments through June 30, 2023: 29 persons served

Evaluation: Over the past year, the City of Ontario encouraged partnerships to deliver supportive housing services and public services to special needs population, including the following programs:

- Senior Services operated by Inland Fair Housing and Mediation Board
- Project Gateway, a supportive housing program to assist chronically homeless households with mental illness secure permanent housing with a myriad of supportive housing services. Project Gateway is a partnership with the Housing Authority of the County of San Bernardino, County of San Bernardino Department of Behavioral Health, Mercy House Living Centers, Ontario Housing Authority, and the City of Ontario.

The funding for the supportive housing programs that were implemented over the past year were successful and the City continues to see demand for these types of services.

D. Fair Housing Strategy

Priority 1: Continue to implement the Fair Housing laws by providing funding to further fair housing.

Five-Year Goals: 7,500 persons served

Accomplishments through June 30, 2023: 1,152 persons served

Evaluation: This program has continued to assist the City in meeting its obligations to affirmatively further fair housing choice within Ontario.

E. Public Housing Strategy

Priority 1: Continue to support the on-going efforts of the Housing Authority of the County of San Bernardino and the Ontario Housing Authority to maximize the use of Section 8 subsidies and other resources in the City.

Evaluation: The Housing Authority of the County of San Bernardino (HACSB) implements the public housing strategy within Ontario. The HACSB is a Moving-To-Work (MTW) Public Housing Authority. With this designation, the HACSB is permitted to seek exemption from many existing Public Housing and Housing Choice Voucher program rules found in the United States Housing Act of 1937 in pursuit of the three MTW statutory objectives:

- Reduce cost and achieve greater costs of effectiveness in Federal expenditures;

- Give incentives to families with children where the head of household is working, is seeking work, or is preparing for work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient; and
- Increase housing choices for low-income families.

The HACSB has implemented a variety of programs that have achieved the MTW statutory objectives listed above.

The City of Ontario continues to believe that a working partnership with the HACSB will provide the greatest opportunity to provide high quality services to Ontario residents with the public housing strategy.

F. Community Development Strategy

The Community Development Strategy did not have annual goals as the goals were generally focused on larger long-term needs. All four priorities will be discussed and evaluated together.

Priority 1: Provide needed infrastructure improvements in target lower- and moderate-income neighborhoods.

Priority 2: Provide for new community facilities, neighborhood enhancement activities, and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.

Priority 3: Provide needed community services to serve lower- and moderate-income residents.

Priority 4: Expand the City's economic base and promote greater employment opportunities.

Evaluation: Over the past year, the City has continued to invest in the City's infrastructure (water, street, sewers, parks, storm drains, and public facilities) and monitor the infrastructure needs. The City continues to thoughtfully focus resources through a Five-Year Capital Improvement Program (CIP). The CIP is used as a tool by the City to: (1) identify capital improvement needs, and (2) coordinate the financing and timing of those needs in a manner that assures the most responsible and efficient use of the City's limited resources.

The City will continue to utilize the CIP as a tool to identify needs throughout the community and focus resources to address those needs.

As it relates to the community services to serve lower- and moderate-income residents, the City has funded public service providers that have been focused on crime prevention and child care services. These programs consistently are identified as a high need through outreach to Ontario residents.

Lastly, the City continues to pursue activities to expand the City's economic base and promote greater employment opportunities. The City has actively pursued other funding sources for these activities other than utilizing CDBG for these type of activities.

Summary of Citizen Participation Process and consultation process

The City of Ontario Housing Services Department is the lead agency for the 2024-25 One-Year Action Plan. The City of Ontario Housing Services Department urges citizens to voice their concerns, share their ideas concerning federal programming, and welcomes comments and suggestions.

The One-Year Action Plan Participation section describes how residents and local organizations participated in the development of the One-Year Action Plan. The City of Ontario Department offered numerous opportunities for public input, comment, and review including the following:

- Distribution of the draft Consolidated Annual Performance and Evaluation Report combined with a minimum 15-day public comment period from September 1, 2023 to September 18, 2023.
- One public hearing on September 19, 2023, of the FY 2022-23 Consolidated Annual Performance and Evaluation Report, providing a review of prior performance.
- Distribution of the draft One-Year Action Plan combined with a minimum 30-day public comment period from April 2, 2024 to May 6, 2024.
- One community forums/public hearing on March 28, 2023 to garner citizen comments on the needs, strategies, actions, and projects in the One-Year Action Plan.

Summary of Public Comments

No public comments were received during the Consolidated Annual Performance and Evaluation Report public hearing conducted on September 19, 2023.

No public comments were received during the One-Year Action March 24, 2023 meeting. Minutes from this meeting are included in Appendix C.

XXXXXX comments were received during the One-Year Action Plan presentation to City Council hearing conducted on May 7, 2024. Minutes from that meeting are included in Appendix C.



2024-25 One Year Action Plan

The Process

The Process

PR-05 Lead & Responsible Agencies – 91.200(b)

Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ONTARIO	Housing Services Department
HOME Administrator	ONTARIO	Housing Services Department
ESG Administrator	ONTARIO	Housing Services Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Ontario Housing Services Department is the lead agency in the administration of CDBG, HOME, and ESG funds and development of the Consolidated Plan. The City of Ontario is an entitlement community and receives CDBG, HOME, and ESG funds directly from HUD.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

Introduction

As part of its research on the needs of low income residents, and the development of strategies to address those needs, the City of Ontario Housing Services Department consulted with a number of other organizations that provide services to Ontario residents.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Ontario Housing Services Department staff members work on a continual basis with a number of regional agencies, including non-profit agencies, affordable housing providers, San Bernardino County Department of Behavioral Health, the Housing Authority of the County of San Bernardino, and the Ontario Housing Authority. The coordination between the City and these agencies provides better service and resources to the public on programs and services available through a variety of agencies.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works in partnership with the County of San Bernardino Office of Homeless Services in support of the County's Continuum of Care to address homelessness on a regional basis. As part of this partnership, the Continuum of Care Manager regularly attends the County of San Bernardino's Interagency Homeless Policy Council. In addition, a staff member from the City is a board member of the West Valley Regional Steering Committee sponsored by the Office of Homeless Services. In 2022, the County of San Bernardino adopted a Homeless Strategic Action Plan. The City supported the development and adoption of this document.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

Staff members from the City of Ontario Housing Services Department work in cooperation with Continuum of Care lead agency staff continuously throughout the year. City staff members are members of the San Bernardino County Interagency Homeless Policy Council, the Coordinated Entry System Planning Group, and the HMIS Policy Advisory Group.

Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.

Table 2 – Agencies, groups, organizations who participated

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Ontario Housing Authority	PHA Other government - Local	Housing Need Assessment Public Housing Needs	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination in providing affordable housing.
Neighborhood Partnership Housing Services, Inc. (NPHS)	Housing Services - Housing Regional organization Community Development Financial Institution	Housing Need Assessment	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination with first-time homebuyer and owner-occupied rehabilitation loan programs, and other programs and services relating to homebuyer education, financial literacy, and homeowner assistance. Coordination with a possible Community Housing Development Organization (CHDO).
AOF/Golden State Community Development Corp.	Housing Services – Housing	Housing Need Assessment	Invited to participate in community meetings/public hearings and a copy of the executive summary was provided for feedback and comments. Coordination with a possible Community Housing Development Organization (CHDO).
Inland Fair Housing and Mediation Board	Services-Elderly Persons Service-Fair Housing	Housing Need Assessment Non-Homeless Special Needs Fair Housing Strategy	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination in providing increased services for senior citizens, fair housing services, landlord/tenant mediation services, fair housing education, testing, and enforcement, first time homebuyer education, and financial literacy programs.
County of San Bernardino Office of Homeless Services	Services-homeless Other government - County Continuum of Care	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination in providing homeless services in the region, HMIS services, Continuum of Care coordination, and coordinated assessment system.

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Ontario-Montclair YMCA	Services-Children	Non-Housing Community Development Strategy	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination of child care for affordable housing residents.
Ontario-Montclair School District	Services-Children Services-Homeless Services-Education	Homeless Needs - Families with children	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Identification and coordination of services for homeless families within the school district.
Ontario Senior Center	Services-Elderly Persons Grantee Department	Non-Homeless Special Needs	Invited to participate in community meeting/public hearing. Coordination of Homeowner Energy Assistance Program (HEAP) services and social services for senior residents within affordable senior housing projects.
Rolling Start, Inc.	Services-Persons with Disabilities	Non-Homeless Special Needs	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination of Section 504 outreach and identifying potential participants for affirmative marketing outreach for affordable housing units.
San Bernardino County Department of Behavioral Health	Services-Persons with Disabilities Services-Health Health Agency Other government - County	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination of Project Gateway (Shelter Plus Care vouchers) and proactively working together to secure additional resources to serve Ontario residents.
Foothill AIDS Project	Services-Persons with HIV/AIDS	Housing Need Assessment Homelessness Strategy	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination and identification of potential participants for affirmative marketing outreach for affordable housing units.
County of San Bernardino Children and Family Services	Services-Health Health Agency Child Welfare Agency Other government - County	Non-Housing Community Development Strategy	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination for potential bridge housing resources.

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Inland Valley Hope Partners	Services-Homeless Services-Health	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination in providing services for the homeless and those at-risk of homelessness and identification of potential participants for affirmative marketing outreach for affordable housing units.
House of Ruth, Inc.	Services-Victims of Domestic Violence	Homelessness Strategy Homeless Needs - Families with children	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination of providing services for victims of domestic violence and potential identification of participants for affirmative marketing outreach for affordable housing units.
State of California Housing and Community Development	Other government - State	Housing Need Assessment	Participate in various programs that will fund identified community needs (Affordable Housing and Sustainable Communities (AHSC), Veteran Housing and Homeless Prevention (VHHP), Emergency Housing and Assistance Program Capital Development (EHAP-CD), and others). Actively support efforts to create permanent affordable housing funding sources.
Foothill Family Shelter	Services-Homeless	Homelessness Strategy Homeless Needs - Families with children	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination in providing homeless services, transitional housing, and identification of potential participants for affirmative marketing outreach for affordable housing units.
Housing Authority of the County of San Bernardino	PHA	Public Housing Needs	Requested review of public housing needs section and a copy of the executive summary was provided for feedback and comments. Implement permanent supportive housing programs and work together to secure state and federal resources for the region.
SANBAG	Regional organization Planning organization	Economic Development Market Analysis	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination for AHSC funding program.

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
City of Chino	Other government - Local	Executive Summary	A copy of the executive summary was provided for feedback and comments. Coordinate delivery of services on a regional basis.
City of Rancho Cucamonga	Other government - Local	Executive Summary	A copy of the executive summary was provided for feedback and comments. Coordinate delivery of services on a regional basis.
City of Fontana	Other government - Local	Executive Summary	A copy of the executive summary was provided for feedback and comments. Coordinate delivery of services on a regional basis.
City of Upland	Other government - Local	Executive Summary	A copy of the executive summary was provided for feedback and comments. Coordinate delivery of services on a regional basis.
City of Pomona	Other government - Local	Executive Summary	A copy of the executive summary was provided for feedback and comments. Coordinate delivery of services on a regional basis.
City of Ontario Economic Development Agency	Services-Employment Grantee Department	Economic Development	Consulted with agency for information related to the economic development delivery portions of the One Year Action Plan. Coordinate for Section 3 compliance, economic development activities, and workforce development.
Ontario Chamber of Commerce	Business Leaders Civic Leaders Business and Civic Leaders	Economic Development	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination of outreach for services to business and economic development activities.
Ontario Police Department	Services - Victims Grantee Department	Non-Housing Community Development Strategy	Consulted with this Agency for portions of the One Year Action Plan related to need for crime prevention/crime awareness programs and services provided by this agency.
City of Ontario Innovation, Performance, and Audit Agency	Broadband Internet Service Providers	Non-Housing Community Development Strategy	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination of expanding access to broadband services.

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
City of Ontario Fire Department	Emergency Management Agency	Non-Housing Community Development Strategy	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination of emergency management services.

Identify any Agency Types not consulted and provide rationale for not consulting

All agency types required for consultation were included in the development of this Consolidated Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	San Bernardino County Continuum of Care	Activities to address homeless needs address the goal established in the Homeless Strategy.
The Ontario Plan	City of Ontario Planning Department	Activities are planned to be consistent with housing needs and goals, community development needs and goals, and local priorities.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City works in cooperation with the County of San Bernardino Department of Behavioral Health, the Housing Authority of the County of San Bernardino, and local partners, to implement the Project Gateway program to provide housing assistance and services for homeless persons. Project Gateway provides 12 Project Based Rental Assistance units at eight different locations throughout the City of Ontario for clients that are homeless and mentally ill, or dual diagnosed. The City of Ontario established the HOME Tenant-Based Rental Assistance ("TBRA") Program to help Ontario's chronically homeless individuals and families secure permanent housing through temporary rental subsidies with or without rental security deposits and/or utility deposits. The program is administered by the City's Housing Services Department staff.

In addition to Project Gateway and HOME TBRA, the city works in cooperation with the House of Ruth and Inland Valley Hope Partners to provide additional housing assistance services to homeless persons and persons who were recently homeless but now live in permanent housing. These organizations provide a wide range of services including housing referrals, assistance in identifying and obtaining resources necessary to obtain housing, transitional housing programs, and emergency shelter.

AP-12 Participation – 91.105, 91.200(c)

Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Ontario Housing Services Department encourages and solicits the participation of its residents and other local agencies in the process of identifying housing and community development needs.

1. **Summary of Citizen Participation**

   The City of Ontario Housing Services Department developed the FY 2024-25 One Year Action Plan using substantial citizen participation and consultation. The process offered numerous opportunities for public input, comment, and review.

2. **Community Meetings**

   The City of Ontario Housing Services Department conducted a community forum/public hearing on March 28, 2024. At the community meeting, an overview of entitlement programs was provided, and the public review draft FY 2024-25 One Year Action Plan was announced for public review on April 2, 2024. Proposed projects and activities for FY 2024-25 were shared. The meeting was held at Ontario City Hall at 6PM. Bilingual staff was available for translation, as needed.

   Legal and display advertisements were published Legal advertisements were published on March 11, 2024 and March 18, 2024 for the March 28, 2024 meeting. A legal advertisement was published on April 2, 2024 announcing the availability of the FY 2024-25 One-Year Action Plan for public review from April 2, 2024 through May 7, 2024. These advertisements were placed in the local newspaper, the Inland Valley Daily Bulletin.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Legal advertisements were published in the Inland Valley Daily Bulletin on March 11, 2024 and March 18, 2024 to advertise the community meeting scheduled for March 28, 2024.	No comments were received.		
2	Public Hearing	Non-targeted/broad community	Meeting held on March 28, 2024 at 6:00 p.m at Ontario City Hall. A presentation was made regarding proposed projects for FY 2024-25.	No comments were received.		
3	Newspaper Ad	Non-targeted/broad community	Legal advertisement was published in the Inland Valley Daily Bulletin on April 2, 2024, to advertise the 30-day public review period.	No comments were received.		

Table 4 – Citizen Participation Outreach



FY 2024-2025

One-Year Action Plan

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

The table on the following page identifies funds expected to be received and available for programming during FY 2024-25, which is the fifth and final year of this Consolidated Plan.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan: $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public – federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,882,760	0	370,013	2,252,773	$0	The CDBG allocation for FY 2024-25 is $1,882,760. A total of $370,013 unallocated CDBG funds is available from prior years. This is the fifth and final year of the current Consolidated Plan.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	819,086	0	0	819,086	$0	The HOME allocation for FY 2024-25 is $819,086. This is the fifth and final year of the current Consolidated Plan.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	158,507	0	0	158,507	$0	The ESG allocation for FY 2024-25 is $158,507. This is the fifth and final year of the current Consolidated Plan.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied.

The City will seek available funding opportunities to leverage federal funds in meeting the goals established by this One Year Action Plan. Potential funding sources that could be used to leverage federal funds include Low Income Housing Tax Credits, Transformative Climate Communities (TCC) Grant, Affordable Housing and Sustainable Communities funds, CalHome funds, and local in-lieu fees for the development of affordable housing. HOME funds require a 25% match for each dollar spent. Ontario has previously been designated as a distressed community and anticipates receiving a 50% HOME match reduction for FY 2024-25. HOME match will be provided from available match on hand and from non-federal funding sources used for housing projects. ESG funds require a dollar-for-dollar match for each dollar spent. Ontario works in partnership with agencies receiving ESG funds to provide match from eligible sources.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

The City and the Ontario Housing Authority identified and acquired land for future housing projects pending additional funding to make the projects feasible. At the time of publication, the publicly owned sites shown in the table below have been identified and proposed for future housing development.

Project Name/Property Address(es)	Assessor's Parcel Number(s)
221 N. Mountain Ave.	1010-521-28
Euclid In-fill (110 E. Maitland St., 1004 S. Euclid Ave., 1325 S. Euclid Ave., 1329 S. Euclid Ave.)	1049-511-03, 1049-563-10, 1049-531-02, 1049-531-01
Emporia and Fern Sites	1049-054-02, 1049-054-03, and 1049-054-06
905 E. Holt Blvd.	1048-481-08
4th and Cucamonga	1048-131-52

The City entered into a Development and Disposition Agreement with Ontario Emporia II Housing Partners, L.P., an affiliate of Related California for a 50-unit project on the Emporia and Fern site which will consist of 6 one-bedroom units, 29 two-bedroom units, and 15 three-bedroom units restricted for tenants with household incomes from 30% AMI to 60% AMI with estimated rents ranging from $523 to $1,209. This project began construction in the summer of 2023 and is expected to be completed in summer of 2024.

The city entered into a DDA with HDC Construction, Inc. for the disposition of 1325 South Euclid and 1329 South Euclid. The proceeds from the sale of these properties will be used towards future affordable housing development opportunities.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Goal	Category	Geographic Area	Needs Addressed	Funding
Housing Strategy Goal #1	Affordable Housing	N/A	Affordable Housing – Rental Assistance	CDBG $ 0 HOME $ 307,158 ESG $ 0
	Start Year: 2024 End Year: 2025		Outcome: Affordability	Objective: Provide decent affordable housing
	Description: Expand affordable rental housing opportunities, particularly for low-income persons.			
	Goal Outcome Indicator Tenant-based rental assistance/Rapid Rehousing		Quantity 16	Unit Households assisted
Housing Strategy Goal #2	Affordable Housing	N/A	Affordable Housing – Rehabilitation of Existing Units	CDBG $ 145,000 HOME $ 307,158 ESG $ 0
	Start Year: 2024 End Year: 2025		Outcome: Affordability	Objective: Provide decent affordable housing
	Description: Preserve existing rental and owner-occupied housing resources.			
	Goal Outcome Indicator Housing Code Enforcement		Quantity 300	Unit Household housing units

Goal	Category	Geographic Area	Needs Addressed	Funding
Housing Strategy Goal #3	Affordable Housing	N/A	Affordable Housing – Production of new units	CDBG $ 0 HOME $ 122,862 ESG $ 0
	Start Year: 2024 End Year: 2025		Outcome: Affordability	Objective: Provide decent affordable housing
	Description: Increase affordable homeownership opportunities, particularly for low and moderate income persons.			
	Goal Outcome Indicator		Quantity	Unit
Homeless Strategy	Homeless	N/A	Homelessness - Outreach Homelessness - Emergency/Transitional Shelter Homelessness - Rapid Re-Housing Homelessness - Prevention	CDBG $ 173,214 HOME $ 0 ESG $ 146,619
	Start Year: 2024 End Year: 2025		Outcome: Availability/Accessibility	Objective: Create suitable living environments
	Description: Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.			
	Goal Outcome Indicator		Quantity	Unit
	Public service activities other than Low/Moderate Income Housing Benefit		1,700	Persons assisted
	Homeless Person Overnight Shelter		65	Persons assisted
	Homelessness Prevention		2,700	Persons assisted
Special Needs Strategy	Non-Homeless Special Needs	N/A	Community Development - Public Services	CDBG $ 10,000 HOME $ 0 ESG $ 0
	Start Year: 2024 End Year: 2025		Outcome: Availability/Accessibility	Objective: Create suitable living environments
	Description: Provide supportive services for special needs populations.			
	Goal Outcome Indicator		Quantity	Unit
	Public service activities other than low/moderate income housing benefit		600	Persons assisted

Goal	Category	Geographic Area	Needs Addressed	Funding
Fair Housing Strategy	Non-Housing Community Development	N/A	Community Development - Public Services	CDBG $ 32,200 HOME $ 0 ESG $ 0
	Start Year: 2024 End Year: 2025		Outcome: Availability/Accessibility	Objective: Create suitable living environments
	Description: Continue to implement the Fair Housing laws by providing funding for further fair housing.			
	Goal Outcome Indicator Public service activities other than low/moderate income housing benefit		Quantity 1,500	Unit Persons assisted
Community Development Strategy Goal #1	Non-Housing Community Development	N/A	Community Development - Public Infrastructure	CDBG $ 1,218,770 HOME $ 0 ESG $ 0
	Start Year: 2024 End Year: 2025		Outcome: Availability/accessibility	Objective: Create suitable living environments
	Description: Provide needed public infrastructure improvements in target lower- and moderate-income neighborhoods.			
	Goal Outcome Indicator Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit Other		Quantity 30,000	Unit Persons assisted Public facilities
Community Development Strategy Goal #2	Non-Housing Community Development	N/A	Community Development - Public Facilities	CDBG $ 150,037 HOME $ 0 ESG $ 0
	Start Year: 2024 End Year: 2025		Outcome: Availability/accessibility	Objective: Create suitable living environments
	Description: Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.			
	Goal Outcome Indicator Other		Quantity 1	Unit Public facilities

Goal	Category	Geographic Area	Needs Addressed		Funding
Community Development Strategy Goal #3	Non-Housing Community Development	N/A	Community Development - Public Services		CDBG $ 22,000 HOME $ 0 ESG $ 0
	Start Year: 2024 End Year: 2025		Outcome: Availability/accessibility	Objective: Create suitable living environments	
	Description: Provide needed community services to serve lower and moderate income residents.				
	Goal Outcome Indicator Public service activities other than low/moderate income housing benefit		Quantity 1,200	Unit Persons assisted	
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG $ 125,000 HOME $ 0 ESG $ 0
	Start Year: 2024 End Year: 2025		Outcome: Availability/accessibility	Objective: Create suitable living environments	
	Description: Expand the City's economic base and promote greater employment opportunities.				
	Goal Outcome Indicator Businesses Assisted		Quantity	Unit Businesses Assisted	

Table 6 – Goals Summary

Goal Descriptions

Goal Name	Goal Description
Housing Strategy Goal #1	Expand affordable rental housing opportunities, particularly for low-income persons.
Housing Strategy Goal #2	Preserve existing rental and owner-occupied housing resources.
Housing Strategy Goal #3	Increase affordable homeownership opportunities, particularly for low and moderate income persons.
Homeless Strategy	Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.
Special Needs Strategy	Provide supportive services for special needs populations.
Fair Housing Strategy	Continue to implement the Fair Housing laws by providing funding for further fair housing.
Public Housing Strategy	Continue to support the on-going efforts of the Housing Authority of the County of San Bernardino and the Ontario Housing Authority to maximize the use of rental assistance subsidies and other resources in the City.
Lead Hazard Strategy	Reduce the number of housing units with lead paint hazards through education, inspection, and rehabilitation.
Community Development Strategy Goal #1	Provide needed public infrastructure improvements in target lower- and moderate-income neighborhoods.
Community Development Strategy Goal #2	Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.
Community Development Strategy Goal #3	Provide needed community services to serve lower and moderate income residents.
Community Development Strategy Goal #4	Expand the City's economic base and promote greater employment opportunities.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

HOME TBRA Program – Projected Total Assisted 50 persons

Under this program, HOME TBRA subsidies will be made available to homeless individuals and families meeting the TBRA definition of chronically homeless or the McKinney-Vento Education Programs definition of homeless. These homeless households must be in need of immediate financial assistance in order to obtain affordable housing. The intent of the program is to provide a mechanism to rapidly re-house homeless individuals and families.

AP-35 Projects – 91.220(d)

Introduction

Based upon the local priorities and available funding, the City Council has determined to distribute CDBG, HOME, and ESG funds to the following projects.

#	Project Name
1	Single Family/Multi-Family Housing Rehabilitation and New Construction
2	Community Improvement Team
3	Tenant Based Rental Assistance
4	Community Housing Development Organizations (CHDOs) Housing Program
5	Homeless Prevention, and Administration
6	Extreme Weather Motel Voucher Program
7	Services for Victims of Domestic Violence
8	Family Stabilization at SOVA
9	LED Streetlight Light Conversion Project
10	Pavement Management Rehabilitation
11	Alley Pavement Management Rehabilitation
12	Downtown Storefront Façade Improvement Program
13	Wheelchair Ramp Installation
14	John Galvin Park Underground Conduit and Lights Replacement
15	Neighborhood Preservation Program
16	Child Care, Family, and Youth Subsidies
17	Fair Housing (AFFH) Program
18	Landlord/Tenant Mediation Program
19	Senior Support Services
20	Administration

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects selected for funding represent programs designed to meet needs identified as medium or high within the FY 2020-24 Consolidated Plan. Funding is limited, so not all projects requesting funding were able to be funded. The City strives to have a broad spectrum of programs to meet the needs of as many populations throughout Ontario as possible.

Projects

AP-38 Projects Summary

Project Summary Information

1	**Project Name**	Single Family/Multi-Family Housing Rehabilitation and New Construction
	Target Area	
	Goals Supported	Housing Strategy Goal #2
	Needs Addressed	Affordable Housing – Production of New Units
	Funding	HOME: $307,158
	Description	This program will provide for the rehabilitation and/or construction of new single family or multi-family housing units for very low- and low-income households. When an eligible project has been identified, the city will undertake an amendment to the One Year Action Plan to properly assign this funding.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	At this time no units are proposed to be completed pending the submission of a proposed project from a qualified developer.
	Location Description	
	Planned Activities	

2	**Project Name**	Community Improvement Team
	Target Area	
	Goals Supported	Housing Strategy Goal #2
	Needs Addressed	Affordable Housing - Rehab of Existing Units
	Funding	CDBG: $100,000
	Description	The Community Improvement Team has been specifically designed to proactively implement an intensive code compliance program to address serious code violations within eligible targeted low/mod areas that have been identified as deteriorated areas that are having significant impact on the existing neighborhoods. The boundaries of the area where CIT activities are eligible for CDBG funding are in the following census tracts/block groups CT 001400, BG 1 and 2; CT 001501, BG 1 and 2; CT 001503, BG 1 and 2; CT 001504, BG 1 and 2; CT 001600, BG 1, 3, 4, and 5; CT 001702, BG 1; CT 001706, BG 1, 2, and 3; CT 001702, BG 1; CT 001706, BG 1, 2, and 3; CT 001707, BG 1 and 2; CT 001812, BG 1 and 2; and CT 001813, BG 1 and 2. Costs incurred for inspections of code violations and the enforcement of code requirements for properties located within eligible focus block groups are eligible for CDBG funding. To ensure long term program solutions, the team coordinates the resources available with various City departments, including but not limited to: Police, Planning, Housing and Code Enforcement.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 300 housing units will be inspected under this program.
	Location Description	This project is restricted to Census Tracts CT 001400, BG 1 and 2; CT 001501, BG 1 and 2; CT 001503, BG 1 and 2; CT 001504, BG 1 and 2; CT 001600, BG 1, 3, 4, and 5; CT 001702, BG 1; CT 001706, BG 1, 2, and 3; CT 001702, BG 1; CT 001706, BG 1, 2, and 3; CT 001707, BG 1 and 2; CT 001812, BG 1 and 2; and CT 001813, BG 1 and 2.
	Planned Activities	Activities that can be funded under this project include inspections and related enforcement activities for serious code violations.

3	**Project Name**	Tenant Based Rental Assistance
	Target Area	
	Goals Supported	Housing Strategy Goal #1
	Needs Addressed	Affordable Housing - Rental Assistance
	Funding	HOME: $307,158
	Description	This program is designed to assist homeless individuals and families meeting the TBRA definition of chronically homeless or the McKinney-Vento Education Programs definition of homeless obtain and maintain permanent housing units. The program will provide direct financial assistance to each participant up to $30,000, including security and utility deposits. If the tenant is required to pay utilities, this would be deducted from the gross allowed rental cost to determine if the unit is eligible. Unit rental cost must be supported by a review of comparable rental costs of similar units within the neighborhood. Program is provided based upon determined preferences. Eligibility is restricted to households with incomes at or below 50% of area median income. Funding is as follows: 2024-25 HOME Funds - $307,158
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 50 households will be assisted through this program.
	Location Description	
	Planned Activities	The program will provide no more than a two-month security deposit and minimum utility deposits. No pet security deposits or rental increases due to pet costs will be allowed. Assistance will be provided for 12 months with an option for a 12-month extension, dependent upon availability. All deposits will be provided as a grant to the tenant.

4	**Project Name**	Community Housing Development Organizations (CHDOs) Housing Program
	Target Area	
	Goals Supported	Housing Strategy Goal #3
	Needs Addressed	Affordable Housing - Production of New Units
	Funding	HOME: $122,862
	Description	This program is designed to preserve, enhance, and improve existing neighborhoods through acquisition, rehabilitation, and/or new construction activities through Community Housing Development Organizations (CHDOs). The Housing Services Department will accept applications for financial assistance from certified CHDOs for proposed high quality housing projects that will enhance the City's efforts to create and preserve a variety of housing opportunities for Ontario residents with a range of affordability requirements. When an eligible project has been identified, the city will undertake an amendment to the One Year Action Plan to properly assign this funding.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	At this time no units are proposed to be completed pending the submission of a proposed project from a qualified CHDO.
	Location Description	
	Planned Activities	

5	**Project Name**	Homeless Prevention, and Administration
	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Homelessness - Outreach Homelessness - Rapid Re-Housing Homelessness - Prevention
	Funding	ESG: $158,507
	Description	The Emergency Rent Protection Program and related administration aims to provide services to those at-risk for homelessness in Ontario.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The Emergency Rent Protection Program will serve approximately 10 households.
	Location Description	208 W Emporia St., Ontario, California
	Planned Activities	1. Emergency Rent Protection Program: The program will help alleviate the burden of income-qualified Ontario renters who have faced an unexpected economic hardship that leaves them unable to afford their rent. 2. ADMINISTRATION: Funds will be utilized to pay for administrative costs related to the provision of programs and services funded by the ESG program. ESG funding will be allocated as such: $146,619 to the Emergency Rent Protection Program, and $11,888 to Administration.

6	**Project Name**	Extreme Weather Motel Voucher Program
	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Homelessness – Emergency/Transitional Shelter
	Funding	CDBG: $142,204
	Description	The Extreme Weather Motel Voucher Program (EWMVP) will provide motel vouchers to persons or families experiencing homelessness during extreme weather activations, when weather conditions meet threshold criteria for extreme heat, cold, and precipitation. The goal of EWMVP is to prevent climate-related deaths of unsheltered older adults and families with younger children.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The City of Ontario's Extreme Weather Motel Voucher Program will serve approximately 145 persons.
	Location Description	208 Emporia St., Ontario, California
	Planned Activities	The City of Ontario will issue motel vouchers to individuals and families experiencing homelessness. The program will provide an opportunity to connect recipients to other homeless services offered by the Continuum of Care.

7	**Project Name**	Services for Battered Women and Their Children
	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Homelessness - Emergency/Transitional Shelter Homelessness - Rapid Re-Housing
	Funding	CDBG: $12,600
	Description	House of Ruth is a non-profit domestic violence agency, serving battered women and their children for more than 35 years.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	House of Ruth's Services for Battered Women and Their Children will serve approximately 1,200 persons.
	Location Description	
	Planned Activities	Services are provided through the agency's 24-hour crisis hotline, at conveniently located walk-in centers in Ontario and Pomona, and at House of Ruth's emergency and transitional shelters. Safety and self-sufficiency are the focus of all of House of Ruth's programs. The hotline provides crisis counseling, intake to shelter and referral to community services. Women in both residential and non-residential programs are provided with case management, individual and group counseling, safety planning, assistance with accessing mainstream social services, assistance with filing a restraining order, and help with employment and housing needs. Their children may be referred to House of Ruth's Child Abuse Treatment program for therapeutic counseling. Women at the Emergency Shelter also receive emergency transportation, clothing, and all meals. Domestic violence prevention education brings awareness of domestic violence to local communities.

8	**Project Name**	Family Stabilization at SOVA
	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Homelessness - Outreach Homelessness - Prevention
	Funding	CDBG: $18,410
	Description	Inland Valley Hope Partners Family Stabilization Program at SOVA Program Center helps families living in poverty maintain their health, stretch their food dollars, and avoid homelessness by providing emergency food, support services, and advocacy.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 3,000 unduplicated persons will benefit from this project.
	Location Description	904 E. California St., Ontario, California
	Planned Activities	The program provides low and very low income and homeless individuals and families with emergency food supplies and support services. Participants are able to obtain a four- or five-day supply of basic staple foods, enough to provide approximately 10-15 meals for each family member, every 30 days. Clients are also able to access additional support, such as hygiene products, diapers, and paper products. Utility and rental assistance may be accessed, as well as 3-5 day emergency motel vouchers (when available). Information and referral resources are available, especially in the areas of health services, housing, and other food programs.

9	**Project Name**	LED Streetlight Conversion Project
	Target Area	
	Goals Supported	Community Development Strategy Goal #1
	Needs Addressed	Community Development - Public Infrastructure
	Funding	CDBG: $300,000
	Description	This project will include the installation and conversion of decorative street lights throughout the CDBG-eligible areas to LED street lights. The project will result in up to 40% in energy savings over the life of the street light fixtures.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 18 street lights will be converted.
	Location Description	Location to be determined prior to project start.
	Planned Activities	

10	**Project Name**	Pavement Management Rehabilitation
	Target Area	
	Goals Supported	Community Development Strategy Goal #1
	Needs Addressed	Community Development - Public Infrastructure
	Funding	CDBG: $553,770
	Description	This project will renovate existing street surfaces with a rubber-polymer modified slurry seal coating extending the useful life of the street surface for more than 10 years.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 5,100 persons will benefit from these improvements.
	Location Description	This project is restricted to Census Tracts CT 001501, BG 1 and 2; and CT 001600, BG 1.
	Planned Activities	

11	**Project Name**	Alley Pavement Management Rehabilitation
	Target Area	
	Goals Supported	Community Development Strategy Goal #1
	Needs Addressed	Community Development - Public Infrastructure
	Funding	CDBG: $190,000
	Description	This project will reconstruct alleys that are in very poor condition. Reconstructed alleys are projected to last 20 to 25 years.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 3,255 persons will benefit from these improvements
	Location Description	This project is restricted to Census Tracts CT 001309, BG 2; and CT 001503, BG 1.
	Planned Activities	

12	**Project Name**	Downtown Storefront Façade Improvement Program
	Target Area	
	Goals Supported	Community Development Strategy Goal #1
	Needs Addressed	Community Development - Public Infrastructure
	Funding	CDBG: $125,000
	Description	The Downtown Façade Improvement Program will facilitate commercial revitalization; stimulate private investment and customer patronage; preserve and beautify the Historic Downtown Area; and generate shopping opportunities by creating a pleasant walking environment resulting from the improved visual aesthetics of commercial building façades.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 5 property/businesses will benefit from these improvements.
	Location Description	This project will be applied to eligible businesses within the boundary of the city's designated Downtown area.
	Planned Activities	The Program operates on a reimbursement basis and allows property/business owners to receive financial assistance for program-approved exterior improvements to their building. The program is based on a 1:1 match up to $25,000 per eligible business. CDBG funds can only be used towards the material costs of the improvement.

13	**Project Name**	Wheelchair Ramp Installation
	Target Area	
	Goals Supported	Community Development Strategy Goal #1
	Needs Addressed	Community Development - Public Infrastructure
	Funding	CDBG: $175,000
	Description	This project will include the installation of approximately seventy (70) wheelchair ramps and replacement of adjoining sidewalks.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2,635 persons will benefit from these improvements
	Location Description	This work will be done at various locations throughout the City, but locations within the TCC Boundary will be prioritized to coordinate with already planned pedestrian and transportation improvement projects.
	Planned Activities	

14	**Project Name**	John Galvin Park Underground Lights Project
	Target Area	
	Goals Supported	Community Development Strategy Goal #2
	Needs Addressed	Community Development - Public Facilities
	Funding	CDBG: $140,000
	Description	This project will replace the existing conduit that feeds park lighting. Additionally, repairs to two King Standard lights will be made.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	One public park lighting conduit will be upgraded as a result of this project, aiding police with nightly patrols and increasing security for residents.
	Location Description	401 E Sunkist St, Ontario, CA 91761
	Planned Activities	

15	**Project Name**	Neighborhood Preservation Program
	Target Area	
	Goals Supported	Housing Strategy Goal #2
	Needs Addressed	Affordable Housing - Rehab of Existing Units
	Funding	CDBG: $45,000
	Description	This project will be implemented by the Community Improvement Department and will provide grants of up to $3,000 to income-qualified homeowners to be applied for material purchase to correct existing code violations.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 15 grants will be dispersed through this program.
	Location Description	
	Planned Activities	Activities that can be funded under this project include material purchase to correct code violations.

16	**Project Name**	Child Care, Family, and Youth Subsidies
	Target Area	
	Goals Supported	Community Development Strategy Goal #3
	Needs Addressed	Community Development - Public Services
	Funding	CDBG: $22,000
	Description	The Ontario-Montclair YMCA provides a before and after school childcare program for school aged boys and girls, who come from families of low to moderate incomes in the Ontario-Montclair and Mountain View School Districts.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 unduplicated persons will be served by this project.
	Location Description	950 N. Elderberry St., Ontario, CA 91762 2825 E. Walnut St., Ontario, CA 91761
	Planned Activities	Children are provided with childcare before school, delivered to school, picked up after school, and transported to childcare sites in the afternoon. Throughout the year, programs for youth and families are provided that are both sport related and non-sport related. Families are not denied program entrance for their lack of ability to pay.

17	**Project Name**	Fair Housing (AFFH) Program
	Target Area	
	Goals Supported	Fair Housing Strategy
	Needs Addressed	Community Development - Public Services
	Funding	CDBG: $22,000
	Description	Inland Fair Housing and Mediation Board (IFHMB) will provide Fair Housing services to Ontario residents. The Fair Housing Program will provide information about federal and state fair housing laws and provide assistance with enforcing fair housing laws.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 people will benefit from this project.
	Location Description	
	Planned Activities	Ontario residents will be given assistance in filing housing discrimination complaints with HUD and DFEH. IFHMB's fair housing education, outreach, and enforcement activities will address fair housing issues encountered by City residents and assist the City to support and sustain inclusive neighborhoods.

18	**Project Name**	Landlord/Tenant Mediation Program
	Target Area	
	Goals Supported	Fair Housing Strategy
	Needs Addressed	Community Development - Public Services
	Funding	CDBG: $10,200
	Description	It is from the landlord/tenant complaints that trained mediators at Inland Fair Housing and Mediation Board (IFHMB) assess the validity of the claims made to tenants by landlords (and vice-versa) to determine whether potential fair housing violations have occurred. IFHMB also investigates whether there are systemic elements in policies and procedures that compound the reported violations. These instances provide IFHMB the opportunity to educate landlords on their own rights and responsibilities, preventing future fair housing violations for renters and assisting renters in resolving their housing issues.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,400 persons will benefit from these services.
	Location Description	
	Planned Activities	

19	**Project Name**	Senior Support Services
	Target Area	
	Goals Supported	Special Needs Strategy
	Needs Addressed	Community Development - Public Services
	Funding	CDBG: $10,000
	Description	Inland Fair Housing and Mediation Board (IFHMB) has provided application-based services to seniors in the City of Ontario for the State of California's Home Energy Assistance Program (HEAP) for over 20 years. This project will allow for an expansion of the existing program and provide application assistance to senior citizens to complete and submit the HEAP application and all required documentation. IFHMB will also assist senior citizens with any complaints or information they may need during the workshop.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 600 unduplicated persons will benefit from this project.
	Location Description	
	Planned Activities	The Senior Program Coordinator ensures that only appropriate copies of sensitive documents are submitted to the State as part of the HEAP application, returns the original documents and a copy of the application to the senior, and mails the application to the State. Rebates are returned directly to the applicant.

20	**Project Name**	Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: $376,552 HOME: $81,908
	Description	This activity will be used to pay for salaries and benefits for those persons administering the CDBG and HOME Programs.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

Table 9 – Project Summary

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The specific location of housing and community development projects is a crucial issue. While the City does not have any locally identified local target areas, it is important that projects designed to clear blighting conditions are conducted in areas that are actually blighted, and that public service programs are provided at locations convenient to their clients. All HUD funded activities will be implemented in low- and moderate-income service areas, as defined by HUD (which are shown on the map included in Appendix B), with the exception of some public service projects, which are intended to serve CDBG-eligible persons on a citywide basis.

The City has established as a high priority, the investment of CDBG funds into targeted neighborhoods to help the City eliminate slum and blight conditions and improve the living conditions of the residents.

In order for an area to be considered as deteriorated or deteriorating the following conditions shall be met:

- A significant number of the properties located within the area must contain visible code violations affecting the property values in the area (such as lack of or insufficient landscaping, deteriorated paint, accumulations of debris, evidence of deferred maintenance, etc.);
- Infrastructure conditions that require attention (such as lack of sidewalks or sidewalks in disrepair, streets in disrepair, lack of or unmaintained street trees, etc.);
- May contain areas designated as targeted project areas;
- At least three of the five identified factors contributing to deterioration available through Census data shall be met
    - % of population below the poverty level ≥ 20%
    - % of vacant structures ≥ 5%
    - % of total occupied housing units that are overcrowded ≥ 20%
    - % of units lacking complete plumbing and/or kitchen facilities ≥ 1%
    - % of renter and/or owner occupied units experiencing a cost burden ≥ 30%

Area must demonstrate that both public or private improvements and/or services will occur within the area.

Rationale for the priorities for allocating investments geographically

The City has reviewed proposed projects and designed a program to arrest the decline in qualified areas. This approach includes targeting several projects to a specific area to have the biggest impact on that neighborhood. By allocating CDBG funds geographically, the City is able to change the overall conditions within targeted areas and leverage the use of CDBG funds with other resources.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The tables below delineate the affordable housing goals by population type and program type for FY 2024-25. The City will utilize several programs to achieve these goals, including the Tenant Based Rental Assistance (TBRA) program and the ESG Emergency Rent Protection Program.

One Year Goals for the Number of Households to be Supported	
Homeless	50
Non-Homeless	10
Special-Needs	0
Total	**60**

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	60
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	**60**

Table 11 - One Year Goals for Affordable Housing by Support Type

Discussion

It is anticipated that some participants assisted through the TBRA Program and ESG Emergency Rent Protection Program may qualify as special needs (elderly or disabled) households, however, without specific information the goal for special needs populations is estimated to be zero.

Introduction

The City will continue to support the HACSB Five-Year Goals/Accomplishments.

Actions planned during the next year to address the needs to public housing

Public housing programs in Ontario are conducted through an agreement with the HACSB. The HACSB manages approximately 747 Section 8 vouchers within Ontario. During FY 2024-25, the City of Ontario Housing Services Department will continue to monitor affordable housing units at risk for conversion to market rate. Accordingly, it is the objective of the City that all assisted housing units that are eligible for conversion to non-low-income housing should be preserved. In addition, the HACSB will continue to administer the Family Self-Sufficiency Program within the City during FY 2024-25. In this program, residents sign a five-year contract with the HACSB. As incomes rise with new employment, savings

accounts are established. After five years, the savings account is available to the household to pay for costs associated with independent living.

The City of Ontario worked in collaboration with HACSB and the Ontario Housing Authority to secure S+C funding. Twelve (12) S+C vouchers have been awarded to assist qualified S+C households through an application referred to as "Project Gateway." As stated earlier, the City and the Ontario Housing Authority are actively pursuing additional opportunities to secure project based vouchers to assist in neighborhood revitalization strategies that also support Ontario's Continuum of Care for the homeless.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City works closely with the HACSB and will provide marketing information when homeownership programs are available for the HACSB to distribute to appropriate public housing residents. In addition, HACSB has one of the most successful Public Housing Agency Homeownership programs on the west coast and continues to promote and progress this very successful program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The public housing authority is considered a high performer.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City supports a variety of activities to address the needs of homeless persons and the special needs of persons that are not homeless but require supportive housing and special assistance. As part of the One-Year Action Plan, the City will support several programs and projects conducted by non-profit social service providers. Each of these activities was specifically selected for funding through CDBG and ESG programs to address each step along the Continuum of Care. The City sought out proposals and applications from a variety of homeless and social service providers prior to allocating CDBG and ESG resources.

This region is fortunate to have a number of organizations, which serve both the general homeless population and specific special segments within the homeless community. In developing the funding allocation, the City supported a diverse selection of providers and cultivated cooperation among those groups in the delivery of their services.

During FY 2005-06, the City began implementing a new Continuum of Care program in coordination with local partners to assist homeless individuals and families transition from homelessness to permanent housing. The Continuum provides a comprehensive homeless strategy to assist homeless individuals and families to become self-sufficient. The programs within the Continuum include the following services: permanent housing units, case management services, and referrals to applicable resources.

The City worked in collaboration with HACSB and the Ontario Housing Authority to secure Shelter Plus Care (S+C) funding. Twelve (12) S+C vouchers have been awarded to assist qualified S+C households through an application referred to as "Project Gateway."

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Family Stabilization Program at SOVA Program Center provides food, a service referral database, emergency and transitional shelter information and referrals, and client services.

House of Ruth provides emergency and transitional shelter services, client case management services, domestic violence counseling, and childcare.

The City's Homeless Outreach Team provides program referrals and case management services.

Through the actions the City has described, the City's one year goal for reaching out to homeless persons is 1,700 persons.

Addressing the emergency shelter and transitional housing needs of homeless persons

The House of Ruth provide shelter and special services for victims of domestic violence.

The Ontario Emergency Weather Motel Voucher Program has been developed to provide another source of emergency shelter during inclement weather conditions.

Through the actions the City has described, the City's one year goal for addressing the emergency shelter and transitional needs of homeless persons is 180 persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The multi-family housing program, Tenant Based Rental Assistance Program, and the Housing Choice Voucher program, administered by the HACSB, provide rental housing vouchers and affordable housing units. In addition, the City works with other agency partners that offer downpayment assistance homeownership programs for low- and moderate-income families.

The City's Continuum of Care provides permanent affordable housing units with after-care services to assist formerly homeless individuals and families retain permanent housing. In addition, twelve Shelter Plus Care vouchers are available for use in Continuum of Care properties.

Through the actions the City has described, the City's one year goal for helping homeless persons make the transition to permanent housing and independent living is 20 persons.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Several programs, including the Family Stabilization Program at SOVA Program Center and House of Ruth, provide referral services, counseling, case management, and household goods to families at-risk of homelessness, especially those living in poverty or with extremely low incomes. The City works in partnership with the San Bernardino County Department of Behavioral Health, Social Services Department, and Parole and Probation Department to provide referrals and resources to these agencies to assist individuals who are being discharged from mental health facilities, health care facilities, and other institutions.

Through the actions the City has described, the City's one year goal for helping low-income individuals and families avoid becoming homeless is 3,000 persons.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

In addition to the housing activities already discussed in the One-Year Action Plan, the City will address key fair housing recommendations and objectives identified in the Analysis of Impediments to Fair Housing Choice (AI).

The AI addresses five specific target groups, tenants and property purchasers, property owners and managers, realtors, lenders and local government. Recommendations, actions, and a time period for completion will be completed for each target group.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Although the City does not have control over a number of factors that present barriers to affordable housing, the City does implement many programs to help facilitate the construction of affordable housing and assist renters and homeowners.

The City implements various housing programs to reduce or modify development standards that add costs to constructing affordable housing. These may include modification of parking, open space, and

other standards through administrative exceptions. Moreover, considerable fee reductions are offered in return for affordability agreements. Finally, developers of affordable housing are also able to secure density bonuses that work to increase the cash flow of a project and indirectly mitigate the cost of construction, land costs, and financing constraints.

AP-85 Other Actions – 91.220(k)

Actions planned to address obstacles to meeting underserved needs

The primary obstacle for the City in meeting underserved needs is the lack of adequate financial resources to meet the growing needs of low- and moderate-income persons, including the homeless population. As such, the City will continue to seek opportunities to obtain additional funding from other resources to leverage the use of HUD funds. The City monitors funding available from the State of California and other regional governmental entities to support the construction of affordable housing. In addition, the City utilizes other resources to fund public infrastructure and public facilities parks to enhance services provided to Ontario residents.

Actions planned to foster and maintain affordable housing

The City continues to monitor affordable housing units within Ontario to ensure ongoing affordability. In addition, the City has identified the following programs and actions to foster and maintain affordable housing:

- Tenant-Based Rental Assistance, which provides rental assistance to families experiencing homelessness.
- Research and pursuit of funding opportunities to add affordable housing units to City inventory.

Actions planned to reduce lead-based paint hazards

The City will continue to implement the HUD regulations concerning lead-based paint testing and abatement. Currently, City staff informs residents of activities in any housing rehabilitation program about lead-based paint hazards. This policy applies regardless of whether there are children present in the households. Furthermore, all rehabilitation projects are administered in compliance with HUD regulations concerning lead-based paint testing and abatement.

Most of Ontario's housing stock was constructed prior to the 1978 ban on lead-based paint. Therefore, most units potentially contain lead-based paint. The City will continue to identify specific neighborhoods and households, which may contain lead-based paint hazards.

Actions planned to reduce the number of poverty-level families

The City has included an Anti-Poverty/Vision for the Future Strategy within the Five-Year Consolidated Plan. This strategy utilizes existing City job training and social service programs to increase employment marketability, household income, and housing options. Below are the goals for reducing the number of poverty-level families within the City. The City will continue to:

- Support the preservation, rehabilitation, and development of suitable, extremely low-income housing units;
- Provide home repair assistance to households that are low- and moderate-income households; and
- Fund job training and educational programs to increase a person's potential income.

Actions planned to develop institutional structure

The City does not anticipate any gaps in the delivery of service based on the institutional structure of the City government, departments, or agencies. The Housing Services Department participates in a number of coalitions and collaborations to enhance coordination between the public and private housing and social service agencies providing services to Ontario residents. These coalitions include but are not limited to the following: County of San Bernardino Homeless Coalition, Inter-Agency Council on Homeless, and the HMIS Policy Advisory Board, and Housing Policy Advisory Committee.

Actions planned to enhance coordination between public and private housing and social service agencies

The Housing Services Department consulted with other key City departments in developing this One-Year Action Plan. These departments included: City Manager's Office, Economic Development Department, Development Department, Planning Department, Public Works Agency, Parks Department, Police Department, Fire Department, and Community Improvement Department. City staff also consulted with the following adjacent jurisdictions during the development of the One-Year Action Plan by providing them with a copy of the Draft One-Year Action Plan during the public review period: Upland, Chino, Rancho Cucamonga, Pomona, Fontana, and County of San Bernardino. Other key public and quasi-public agencies contacted in preparation of the plan included the County of San Bernardino Housing Authority, Upland Housing Authority, Ontario Housing Authority, and Inland Fair Housing and Mediation Board.

City staff will continue to cooperate with other organizations in order to achieve housing and community development objectives. The following list identifies organizations that the City anticipates interacting with and, in some cases, providing funds to during the next fiscal year:

- Inland Fair Housing and Mediation Board
- Inland Valley Hope Partners
- House of Ruth
- Ontario-Montclair School District
- County of San Bernardino Department of Behavioral Health
- Housing Authority of the County of San Bernardino
- County of San Bernardino Interagency Council on Homelessness

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

Funding for CDBG programs is provided through evaluation of the City's infrastructure, public service, public improvement, and public facility needs, along with a competitive application process conducted every two years for public service projects. HOME funds are available for to non-profit developers, private developers, and Community Housing Development Organizations (CHDOs) on an over-the-counter basis as funding is available. Applications for HOME funding are available on the City's website. ESG funds are provided through a competitive application process conducted every two years.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City does not use HOME funds in any other manner than those described in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City will utilize recapture provisions for HOME-funded homebuyer activities. The City will recapture net proceeds (sales price minus the loan repayment not including HOME funds and closing costs) after the homebuyer has recovered the homebuyer's entire investment (homebuyer's downpayment plus allowable expenditures for capital improvements made by the homebuyer). After the homebuyer's investment has been recovered, the City will then recapture the entire HOME loan amount or the portion remaining thereof in net proceeds. The amount subject to recapture is the direct subsidy made to the homebuyer. Capital improvements are permanent real property improvements and do not include maintenance items. The following items are examples of capital improvements: room addition, patio cover, in-ground pool and kitchen remodel. The following items are considered maintenance and would be ineligible for deduction: tools, annual flowers, and light bulbs. Painting and carpeting may be considered if the receipt is within five years and it adds to the overall value of the home.

   An example of the recapture calculation is shown below:
   HOME downpayment assistance = $10,000
   Homebuyer downpayment = $2,000
   Eligible capital improvements = $3,000
   Net proceeds = $12,000
   Net proceeds – Homebuyers Investment = Remaining net proceeds available for recapture ($12,000 - $5,000 = $7,000).
   In this example, the amount of HOME funds recaptured would be $7,000.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The City will ensure that any property assisted with HOME funds complies with the periods of affordability requirement found at 24 CFR 92.254(a)(4) based on the level of HOME investment. Recapture provisions are utilized for HOME downpayment assistance loan programs, however the period of affordability remains unaffected, even if the funds are repaid prior to the expiration of the affordability period.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City has no plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   Written standards for the provision of ESG assistance are attached in Appendix F.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   The City is currently working in cooperation with the San Bernardino County Office of Homeless Services to implement the coordinated entry system established by the San Bernardino County Continuum of Care. The local CoC has established and standardized a regional, telephone-based CES on a 24-hour basis, where consumers and agencies can call to access intake for homeless-related services and receive referrals for housing placement or resources. When using the centralized intake system, a person seeking services contacts “211” (a toll-free number) directly, to obtain initial screening prior to being referred to the appropriate service provider in the Continuum of Care. Every service provider uses the same assessment tool, data collection methods, and targeting strategy for financial assistance as well as for case management prevention, rapid rehousing, and any other services. Using a coordinated access process results in a more accessible and uniform system used to connect persons who are homeless or at risk of homelessness with appropriate resources available in the County’s Continuum of Care. The City also requires any subrecipients utilizing ESG funds to participate in the coordinated assessment system.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   The City has adopted a process and criteria for awarding ESG. This process is conducted as part of the overall Consolidated Plan process. The City advertises the availability of CDBG, HOME, and ESG funds in a newspaper of general circulation. The criteria to select recipients are as follows:

   1. Ability of service provider to meet the intended use of ESG funds;
   2. Proposal is eligible;
   3. Proposal is consistent with the Continuum of Care principals found in applications for funding; and
   4. Ability to meet time frames required for obligation.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   The City consults with the Continuum of Care which has formerly homeless individuals as members.

5. Describe performance standards for evaluating ESG.

   The City will enter into binding agreements with subrecipients. Elements of these agreements will include the following information:

   1. Type of activity
   2. Scope of services to be provided
   3. Number of persons to be assisted
   4. Budget
   5. Reporting requirements
   6. Other terms and conditions

   The City will conduct annual on-site inspections to ascertain whether the organization is actually meeting their goals and objectives. The overall goal will be to identify any deficiencies and promote corrections in order to improve performance.

2024-25 One Year Action Plan

Appendix A
Public Notices

INLAND VALLEY
DAILY BULLETIN
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CITY OF ONTARIO - HOUSING
303 EAST B STREET
ONTARIO, California 91764

Account Number:	5028333
Ad Order Number:	0011659277
Customer's Reference/PO Number:	
Publication:	Inland Valley Daily Bulletin - SB
Publication Dates:	04/02/2024
Total Amount:	$1799.95
Payment Amount:	$0.00
Amount Due:	$1799.95
Notice ID:	X0OWqsaS4qQkiFTHYxkb
Invoice Text:	NOTICE OF 30-DAY PUBLIC REVIEW FOR THE CITY OF ONTARIO ONE-YEAR ACTION PLAN (2024-25) NOTICE IS HEREBY GIVEN that the City of Ontario has prepared its One-Year Action Plan (2024-25). The publication of this notice is the beginning of the 30-day public review period required under Federal Regulation 24 CFR 91.105(b)(2). The public review and written comment period begins Tuesday, April 2, 2024 and runs through Monday, May 6, 2024. NOTICE IS HEREBY FURTHER GIVEN that the One-Year Action Plan (2024-25) will be presented to the City Council for approval on the following date: DATE: Tuesday, May 7, 2024 LOCATION: City of Ontario, Council Chambers 303 East B Street TIME: 6:30 PM At this meeting, the City Council will (1) receive public comment on the draft One-Year Action Plan (2024-25), and (2) approve the submission of these documents to the Department of Housing and Urban Development (HUD). BACKGROUND Each year, the City of Ontario has participated in a variety of grant programs sponsored by the U.S. Department of Housing and Urban Development (HUD). HUD programs have included the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs. The City of Ontario anticipates receiving the following amounts for FY 2024-25 for these programs: CDBG $1,882,760 Prior year unallocated CDBG funds $370,013 Estimated CDBG Program Income $0 HOME $819,086 Estimated HOME Program Income $0 ESG $158,507 TOTAL $3,230,366 ONE YEAR ACTION PLAN (2024-25) For the fiscal year beginning July 1, 2024 and ending June 30, 2025, the City of Ontario proposes the utilization of CDBG, HOME, and ESG funds to implement the

See Proof on Next Page

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0011659277

CITY OF ONTARIO - HOUSING
303 EAST B STREET
ONTARIO, California 91764

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of San Bernardino

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Inland Valley Daily Bulletin - SB, a newspaper of general circulation, printed and published in the City of Ontario*, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of San Bernardino, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/02/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ontario, California

On this 2nd day of April, 2024.

Eva Almeida

Signature
*Inland Valley Daily Bulletin - SB circulation includes the following cities: [UNKNOWN LIST]

NOTICE OF 30-DAY PUBLIC REVIEW FOR THE CITY OF ONTARIO
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BACKGROUND

Each year, the City of Ontario has participated in a variety of grant programs sponsored by the U.S. Department of Housing and Urban Development (HUD). HUD programs have included the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs. The City of Ontario anticipates receiving the following amounts for FY 2024-25 for these programs:

CDBG	$1,882,760
Prior year unallocated CDBG funds	$370,013
Estimated CDBG Program Income	$0
HOME	$819,086
Estimated HOME Program Income	$0
ESG	$158,507
TOTAL	**$3,230,366**

ONE YEAR ACTION PLAN (2024-25)

For the fiscal year beginning July 1, 2024 and ending June 30, 2025, the City of Ontario proposes the utilization of CDBG, HOME, and ESG funds to implement the programs listed below:

Community Development Block Grant

Proposed Programs	Implementing Agency	Amount
Administration	City of Ontario Community, Life & Culture Agency	$ 376,552
Fair Housing	Inland Fair Housing and Mediation Board	$ 22,000
Housing Mediation	Inland Fair Housing and Mediation Board	$ 10,200
Senior Services	Inland Fair Housing and Mediation Board	$ 10,000
Downtown Façade Improvement Program	City of Ontario Economic Development Agency	$ 125,000
Ontario Motel Voucher Program	City of Ontario Community, Life & Culture Agency	$ 142,204
Neighborhood Preservation Program	City of Ontario Community Improvement	$ 45,000
Community Improvement Team (CIT)	City of Ontario Community Improvement	$ 100,000
LED Street Light Conversion Project	City of Ontario Engineering	$ 300,000
Rubber-Polymer Modified Slurry Seal (RPMSS) Project	City of Ontario Engineering	$ 553,770
Alley Pavement Rehabilitation	City of Ontario Engineering	$ 190,000
Wheelchair Ramp Installation	City of Ontario Public Works Agency	$ 175,000
John Galvin Park Underground Lights	City of Ontario Public Works Agency	$ 140,000
Remaining Park Improvements Project	City of Ontario Public Works Agency	$ 10,037
Family Stabilization at Sova Program Center	Inland Valley Hope Partners	$ 18,410
Services for Battered Women and Their Children	House of Ruth	$ 12,600
Child Care Subsidies	Ontario-Montclair YMCA	$ 22,000
TOTAL	**$ 2,252,773**	

HOME INVESTMENT PARTNERSHIP

Proposed Programs	Implementing Agency	Amount
Single Family/Multi-Family Housing Rehabilitation and New Construction	City of Ontario Community, Life & Culture Agency	$ 307,158
Tenant Based Rental Assistance Program	City of Ontario Community, Life & Culture Agency	$ 307,158
Community Housing Development Organizations (CHDOs) Housing Program	CHDOs	$ 122,862
Administration	City of Ontario Community, Life & Culture Agency	$ 81,908
TOTAL	**$ 819,086**	

EMERGENCY SOLUTIONS GRANT PROGRAM

Proposed Programs	Implementing Agency	Amount
Administration	City of Ontario Community, Life & Culture Agency	$ 11,888
Emergency Rent Protection Program	City of Ontario Community, Life & Culture Agency	$ 146,619
TOTAL	**$ 158,507**	

PUBLIC COMMENT

Copies of the draft One-Year Action Plan (2024-25) will be available for public review at the following locations:

Ovitt Family Library
215 East "C" Street, Ontario

Records Management Department
Ontario City Hall, 303 East "B" Street, Ontario

Housing Services Department
208 West Emporia Street, Ontario

The public is invited to submit written comments on the proposed projects designed to address housing, community and economic development needs as articulated in the One-Year Action Plan (2024-25). All comments relative to the draft One-Year Action Plan (2024-25) are to be submitted to the Housing Services Department no later than Monday, May 6, 2024.

Questions and written comments regarding the draft One-Year Action Plan (2024-25) may be addressed to the following:

Kaela Fengler, Project Coordinator
Ontario Housing Services Department
208 West Emporia Street, Ontario, CA 91762
(909) 395-2757

In accordance with the Americans with Disabilities Act, services are available to members of our community who require special assistance to participate in public meetings. If you require special assistance, 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. Please contact the City Clerk's Office at (909) 395-2009 for more information.
Inland Valley Daily Bulletin - SB
Published: 4/2/24

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3200 Guasti Rd. Suite 100
Ontario, California 91761
(909) 987-6397
ealmeida@scng.com

CITY OF ONTARIO - HOUSING
303 EAST B STREET
ONTARIO, California 91764

Account Number:	5028333
Ad Order Number:	0011655177
Customer's Reference/PO Number:	
Publication:	Inland Valley Daily Bulletin - SB
Publication Dates:	03/15/2024 and 03/22/2024
Total Amount:	$477.40
Payment Amount:	$0.00
Amount Due:	$477.40
Notice ID:	06eCzX4iYG5osyONXvg7
Invoice Text:	NOTICE OF COMMUNITY MEETING/PUBLIC HEARING FOR THE CITY OF ONTARIO Notice is hereby given that a community meeting/public hearing will be held on Thursday, March 28, 2024 at 6:00 p.m. at Ontario City Hall in the City Council Chambers located at 303 E. B St., Ontario, California to solicit citizen participation in the development of the City's One-Year Action Plan (FY 2024-25). All persons interested are invited to attend. If you have any questions regarding this community meeting/public hearing, please contact Kaela Fengler, Project Coordinator with the Ontario Housing Department at (909) 395-2757. In accordance with the Americans with Disabilities Act, services are available to members of our community who require special assistance to participate in public meetings. If you require special assistance, 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. Please contact the City Clerk's Office at (909) 395-2009 for more information.

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3200 Guasti Rd. Suite 100
Ontario, California 91761
(909) 987-6397

0011655177

CITY OF ONTARIO - HOUSING
303 EAST B STREET
ONTARIO, California 91764

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of San Bernardino

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Inland Valley Daily Bulletin - SB, a newspaper of general circulation, printed and published in the City of Ontario*, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of San Bernardino, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

03/15/2024, 03/22/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ontario, California

On this 22nd day of March, 2024.

Eva Almeida
Signature

*Inland Valley Daily Bulletin - SB circulation includes the following cities: [UNKNOWN LIST]

NOTICE OF COMMUNITY MEETING/PUBLIC HEARING FOR THE CITY OF ONTARIO

Notice is hereby given that a community meeting/public hearing will be held on Thursday, March 28, 2024 at 6:00 p.m. at Ontario City Hall in the City Council Chambers located at 303 E. B St., Ontario, California to solicit citizen participation in the development of the City's One-Year Action Plan (FY 2024-25).

All persons interested are invited to attend.

If you have any questions regarding this community meeting/public hearing, please contact Kaela Fengler, Project Coordinator with the Ontario Housing Department at (909) 395-2757.

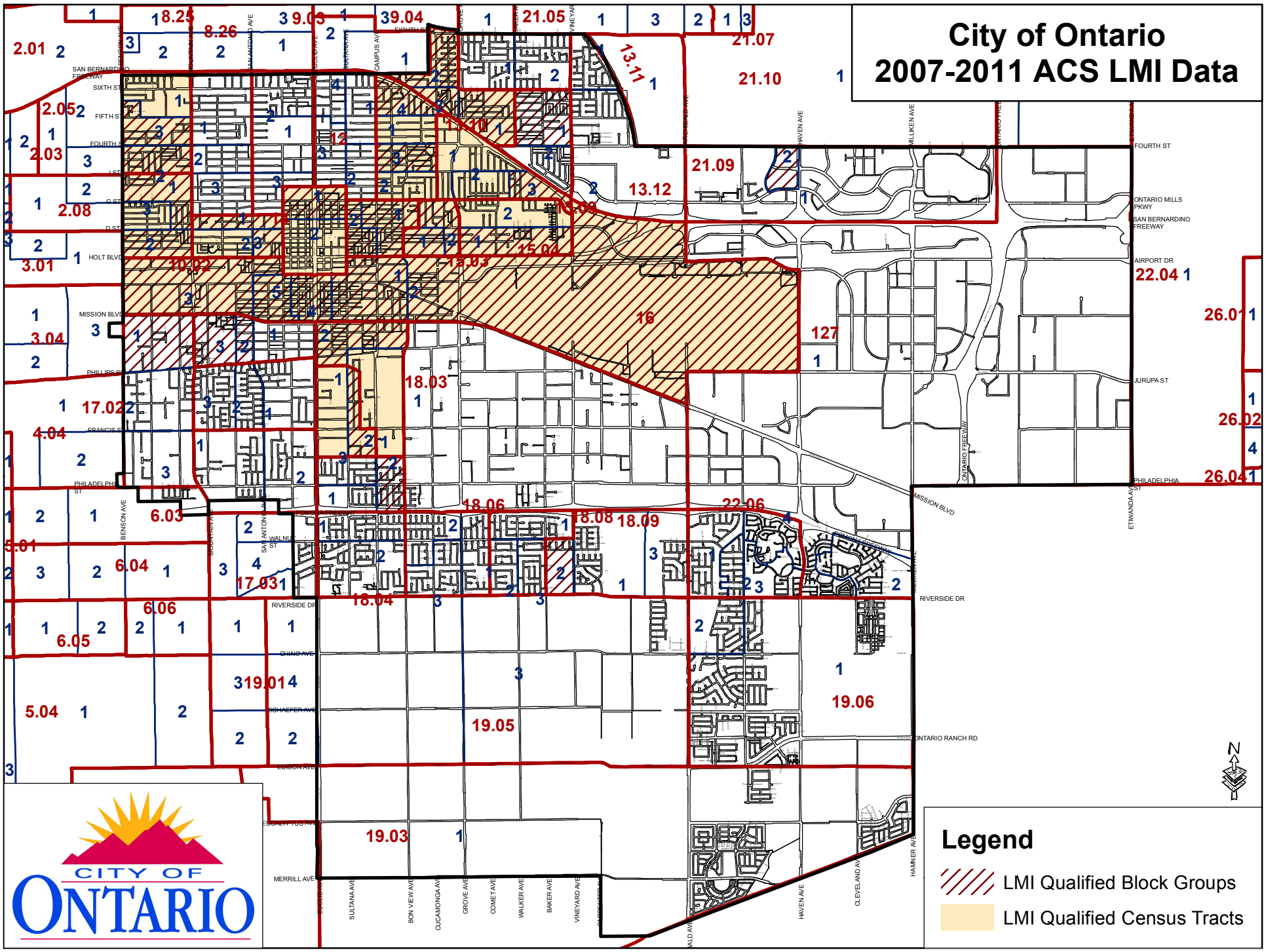
In accordance with the Americans with Disabilities Act, services are available to members of our community who require special assistance to participate in public meetings. If you require special assistance, notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office. Please contact the City Clerk's Office at (909) 395-2009 for more information.

Inland Valley Daily Bulletin - SB
Published: 3/15, 3/22/24

2024-25 One Year Action Plan

Appendix B

Maps


City of Ontario
2007-2011 ACS LMI Data
CITY OF ONTARIO
Legend
LMI Qualified Block Groups
LMI Qualified Census Tracts
N
SAN BERNARDINO FREEWAY
SIXTH ST
FIFTH ST
FOURTH ST
HOLT BLVD
MISSION BLVD
PHILLIPS ST
FRANCIS ST
PHILADELPHIA ST
RIVERSIDE DR
CHINO AVE
SCHAEFER AVE
EDISON AVE
MERRILL AVE
ONTARIO MILLS PKWY
AIRPORT DR
JURUPA ST
ONTARIO FREEWAY
ONTARIO RANCH RD
BENSON AVE
MOUNTAIN AVE
SAN ANTONIO AVE
WALNUT ST
CAMPUS AVE
ARCHIBALD AVE
HAVEN AVE
MILLIKEN AVE
ETIWANDA AVE
SULTANA AVE
BON VIEW AVE
CUCAMONGA AVE
GROVE AVE
COMET AVE
WALKER AVE
BAKER AVE
VINEYARD AVE
CLEVELAND AVE
HAMNER AVE



2024-25 One Year Action Plan

Appendix C
Public Comments

SUMMARY OF PUBLIC COMMENTS

No public comments were received during the 15-day public review period for the FY 2022-23 Consolidated Annual Performance and Evaluation Report between September 1, 2023 and September 18, 2022.

No public comments were received during the 30-day public review period between April 2 and May 6, 2024.

XXXXX were received during the City Council meeting to approve the One-Year Action Plan on May 7, 2024.

HOUSING & NEIGHBORHOOD PRESERVATION

Community Forum/Public Hearing
Minutes – Thursday, March 28, 2024

A Community Forum/Public Hearing was held on Thursday, March 28, 2024, at Ontario City Hall Council Chambers, located at 303 East B Street, Ontario, CA 91764.

The meeting was called to order at 6:05 pm.

City Attendees: Katryna Gonzalez, Hannah Mac Kenzie, Kaela Fengler, Steven Arechiga, Maria Munoz, Mariah Ruiz.

An in-depth PowerPoint Presentation was presented by Ms. Fengler reviewing HUD Funding including CDBG, HOME, and ESG for the Fiscal Year 2024-25. Total funding is $3,230,366.00. The presentation also included proposed capital improvements, housing and economic development programs, public service programs, administrative programs, along with ESG and HOME proposed funding allocations.

Public Hearing/Comments:

The following comments were made by attendees:

- No formal comments were brought forth by attendees.

The Public Hearing was closed.

Kaela Fengler provided the proposed timeline for the draft of the One Year Action Plan: 30-day public comment period opens on April 2, 2024, through May 6, 2024. All Public comments are due in writing by May 6, 2024. The draft of the FY 2024-25 One Year Action Plan will be available at the following locations:

- Ovitt Family Community Library, 215 West C Street
- Records management Department, 303 East B Street
- Housing Services Department, 2087 West Emporia Street

MEETING ADJOURNED: 6:32 pm



2024-25 One Year Action Plan

Appendix D

SF424 Forms

2024-25 One Year Action Plan

Appendix E
Certifications

2024-25 One Year Action Plan

Appendix F
ESG Written Standards

City of Ontario

Written Standards for Provision of Emergency Solutions Grant (ESG) Assistance

The purpose of this document is to provide written standards for providing ESG assistance as required by 24 CFR 576.400(e)(1).

1. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG.

   Per 24 CFR 576.401 ESG subrecipients must conduct an initial evaluation to determine each individual's or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d) which is pending development by the San Bernardino County Continuum of Care (CoC).

   ESG subrecipients must re-evaluate the program participants eligibility and the types and amounts of assistance the participant needs not less than once every three months for participants who are receiving homelessness prevention assistance, and not less than once annually for participants who are receiving rapid re-housing assistance.

   At the subrecipient's discretion, re-evaluations may be conducted more frequently than required by 24 CFR 576.401(b)(1) and may also be incorporated into the case management process which must occur not less than monthly for homelessness prevention and rapid re-housing participants (see 24 CFR 576.401(e)(1)(i)). Regardless of which timeframe is used, re-evaluations must at a minimum establish that:

   a. The program participant does not have an annual income that exceeds 30% of median family income for the area, as determined by HUD; and the program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance. To determine if an individual or family is income eligible, the subrecipient must examine an individual's or family's annual income to ensure that it does not exceed the most current area income limits posted on HUD's website found at: http://www.huduser.org/portal/datasets/il.html.

      Note: Annual income must be below 30% at the time of initial evaluation and re-evaluation.

   b. When the program participant's income or other circumstances change (*e.g.*, changes in household composition) that affects the program participant's need for assistance under ESG, the subrecipient must re-evaluate the program participant's eligibility and the amount and types of assistance the program participant needs.

2. Standard for targeting and providing essential services related to street outreach.

   ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the

term “unsheltered homeless people” means individuals and families who qualify as homeless under paragraph (1)(i) of the “homeless” definition under 24 CFR 576.2.

As outlined in 24 CFR 576.101, essential services consist of:

a. Engagement;

b. Case management;

c. Emergency health services – only when other appropriate health services are inaccessible or unavailable within the area;

d. Emergency mental health services – only when other appropriate mental health services are inaccessible or unavailable within the area;

e. Transportation; and

f. Services for special populations.

ESG subrecipients must determine an individual’s or family’s vulnerability and unwillingness or inability to access emergency shelter, housing, or an appropriate health facility, prior to providing essential services under this component to ensure that ESG funds are used to assist those with the greatest need for street outreach assistance.

3. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters.

   a. Emergency Shelter Definition (24 CFR 576.2) – Any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. This definition excludes transitional housing. However, projects that were funded as an emergency shelter (shelter operations) under the FY 2010 Emergency Shelter Grants program may continue to be funded under the emergency shelter component under the Emergency Solutions Grant program, regardless of whether the project meets the revised definition.

   b. Admission, Diversion, Referral, and Discharge – Consistent with section (1) of this document, ESG subrecipients must conduct an initial evaluation of all individuals or families to determine if they should be admitted to an emergency shelter, diverted to a provider of other ESG funded components (*e.g.*, rapid re-housing or homelessness prevention assistance) and/or referred for other mainstream resources.

      ESG subrecipients must determine that individuals meet criteria (1), (2), (3), or (4) of the homeless definition under 24 CFR 576.2 and rate the individual’s or family’s vulnerability to ensure that only those individuals or families that have the greatest need for emergency shelter assistance receive ESG-funded assistance.

      Beyond basic eligibility and need as established by ESG regulations, ESG subrecipients may develop specific written policies regarding additional screening, such as substance abuse or criminal activity, to restrict its services and provide a safe environment for all clients. ESG subrecipients may also establish written policies for maximum length of stay.

ESG subrecipients must also reassess emergency shelter participants, on an ongoing basis, to determine the earliest possible time that they can be discharged to permanent housing.

c. Safety and Shelter Needs of Special Populations – ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under the regulations of the emergency shelter component found at 24 CFR 576.102.

   Consistent with ESG recordkeeping and reporting requirements found at 24 CFR Part 576.500, ESG subrecipients must develop and apply written policies to ensure the safety of program participants through the following actions:

   i. All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential.

   ii. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter.

   iii. The address or location of any housing of a program participant, including youth, individuals living with HIV/AIDS, victims of domestic violence, dating violence, sexual assault, stalking, and individuals and families who have the highest barriers to housing will not be made public, except as provided under a pre-existing privacy policy of the subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

d. ESG subrecipients must adhere to the ESG shelter and housing standards found at 24 CFR 576.403 to ensure that shelter and housing facilities are safe, sanitary, and adequately maintained.

4. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.

   ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter. Essential services for participants of emergency shelter assistance can include case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations.

   ESG subrecipients are responsible to assess an individual's or family's need for emergency shelter and must reassess their need on an ongoing basis to ensure that only those individuals or families with the greatest need receive ESG-funded emergency shelter assistance.

   Upon completion and implementation of the CoC's centralized or coordinated entry system, ESG subrecipients shall be required to use that system to help determine an individual's or family's need for emergency shelter or other ESG-funded assistance.

5. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

Coordination to assist the homeless and prevent homelessness will come from the leadership of the countywide CoC. Active engagement and membership in the CoC or a local homeless coalition is strongly encouraged for ESG subrecipients. ESG subrecipients shall be required to utilize the San Bernardino County HMIS tracking system to coordinate delivery of services.

6. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance.

   The key to the success of any program is a screening and assessment process, which thoroughly explores a family's or individual's situation and pinpoints their unique housing and service needs. Based upon the assessment, families and individuals should be referred to the kinds of housing and services most appropriate to their situations and need.

   Once in place, a centralized or coordinated entry system will help to better match individuals and families with the most appropriate assistance. Under homelessness prevention assistance, individuals and families eligible for HP projects include those who meet the following definitions: Homeless Category 2 - Imminent Risk of Homelessness, Homeless Category 3 - Homeless Under Other Federal Statutes, and Homeless Category 4 - Fleeing/Attempting to Flee DV. Additionally, Homeless Prevention projects must only serve individuals and families that have an annual income below 30% of the median family income for the area.

   ESG funds can be used to prevent and individual or family from becoming homeless and/or regain stability in current housing or other permanent housing. Rapid re-housing funding will be available to those who are literally homeless to ultimately move into permanent housing and achieve housing stability.

7. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance.

   Standards for both homelessness prevention and rapid re-housing for determining the share of rent and utilities costs that each program participant must pay, if any, will be based on the following:

   a. Rental assistance cannot be provided for a unit unless the rent for that unit is at or below the Fair Market Rent limit, established by HUD. A complete listing of Fair Market Rents can be found at http://www.huduser.org/portal/datasets/fmr.html.

   b. The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units (see 24 CFR 574.320).

   c. There must be a rental assistance agreement and lease between property manager and tenant as well as the owner of the property and ESG subrecipient.

   d. The rental unit must meet minimum habitability standards found at 24 CFR 576.403.

   e. No rental assistance may be made to an individual or family that is receiving rental assistance from another public source for the same time period.

Per 24 CFR 576.106 (e), ESG subrecipients may make rental assistance payments only to an owner with whom the subrecipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement the owner must give the subrecipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.

The participant's portion of the amount of rent to be paid will be no more than 30% of their gross annual income, with a minimum contribution of $25.00. Assistance provided will be up to one month of rental assistance. Other assistance, such as utility assistance will be evaluated on an as needed basis. Considerations will be made with regard to the presence, or absence, of other resources available in the community.

8. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of assistance will be adjusted over time.

   Subject to the general conditions under 24 CFR 576.103 and 24 CFR 576.104, ESG subrecipients may provide a program participant with up to 24 months of rental assistance during any three-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance.

   Short-term rental assistance is assistance for up to three months of rent. Medium-term rental assistance is assistance for more than three months, but not more than 24 months of rent. Payment of rental arrears may consist of a one-time payment for up to six months of rent in arrears, including any late fees on those arrears.

   The maximum amount of rental assistance provided and an individual's or family's level of responsibility for rent payments over time shall be determined by the ESG subrecipient and shall be reflective of the individual's or family's need for rental assistance and the level of financial resources available to the ESG subrecipient. ESG subrecipients shall maintain written policies regarding their standards for the amount and duration of rental assistance as covered by this section.

9. Standards for determining type, amount, and duration of housing stabilization and/or relocation services to provide a program participant, including the limits, if any, on homelessness prevention or rapid re-housing assistance that each program participant may receive, such as maximum amount of assistance, maximum number of months the program participant may receive assistance, or the maximum number of times the program participant may receive assistance.

   Subject to the general conditions under 24 CFR 576.103 and 24 CFR 576.104, subrecipients may use ESG funds to pay housing owners, utility companies, and other third parties for some or all of the following costs:

   a. Rental application fees;

   b. Security deposits;

   c. Last month's rent;

d. Utility deposits;

e. Utility payments;

f. Moving costs; and

g. Some limited services costs.

Consistent with 24 CFR 576.105 (c), ESG subrecipients shall determine the type, maximum amount, and duration of housing stabilization and/or relocation services for individuals and families who are in need of homelessness prevention or rapid re-housing assistance through the initial evaluation, re-evaluation, and ongoing case management processes. ESG subrecipients shall be required to maintain written policies on the type, maximum amount, and duration of housing stabilization and/or relocation services provided with ESG funds.

Consistent with 24 CFR 576.105 (d), financial assistance for housing stabilization and/or relocation services cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the Uniform Relocation Act (URA) during the period of time covered by the URA payments.

2024-25 One Year Action Plan

Appendix G
Citizen Participation Plan

A. Purpose

The City of Ontario is an entitlement jurisdiction receiving Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) funds directly from the U.S. Department of Housing and Urban Development (HUD). Pursuant to the program regulations, the City is required to prepare a five-year Consolidated Plan, annual action plans to guide and report on the use of CDBG, HOME, and ESG funds, and annual reports of program performance, Consolidated Annual Performance and Evaluation Reports (CAPER). Beginning with the program year starting on July 1, 2020, the City will also be required to submit an Assessment of Fair Housing (AFH) every five years. The AFH replaces the Analysis of Impediments to Fair Housing (AI) to assist the City in identifying fair housing issues.

This Citizen Participation Plan sets forth the City of Ontario's policies and procedures for citizen participation in the development of the Consolidated Plan, One-Year Action Plan, CAPER, and AFH documents, and any subsequent amendments. The Citizen Participation Plan provides an opportunity for nonprofit service agencies and the community to work in partnership with the City to identify needs and allocate HUD funds. While this plan encourages the participation of all citizens, special assurances will be made to ensure the participation of the following: extremely low-, low-, and moderate-income persons; persons living in areas where federal funds are proposed to be used; residents of assisted housing; low income residents of target revitalization areas; minorities; non-English speaking persons; and persons with physical disabilities.

B. Definitions

For purposes of the CDBG, HOME, and ESG programs, the following definitions will apply:

Action Plan (AP) – A component of the Consolidated Plan Document which highlights the activities to be conducted during a single Program year in support of the priorities identified in the Consolidated Plan.

Consolidated Annual Performance and Evaluation Report (CAPER) – An annual performance report of all HUD-funded Community Planning and Development Programs (CDBG, HOME, ESG, and HOPWA).

Consolidated Plan Documents (CPD) - For the CDBG, HOME, and ESG programs for the City of Ontario, the Consolidated Plan Documents will include the following:

- Five-Year Consolidated Plan
- Five-Year Assessment of Fair Housing (AFH)
- Citizen Participation Plan
- One-Year Action Plan
- Consolidated Annual Performance Evaluation and Report (CAPER)

Consolidated Program Year (see also Program Year) - The 12-month period for implementing the CDBG, HOME, ESG, and HOPWA programs. The Program Year shall run for a 12-month period and begin on the first calendar day of the fiscal year.

Cost Burden – The extent to which gross housing costs, including utility costs exceed 30 percent of gross income, based on data available from the U.S. Census Bureau.

Elderly Person – A person who is at least 62 years of age.

Extremely Low-Income Household – A household whose income does not exceed 30% of the median family income for the county.

Large Family – Family of five or more persons.

Low-Income Household – A household whose income does not exceed 50% of the median family income for the County.

Low and Moderate Income Neighborhood – A census block group (s) in which a minimum of 51% of the residents have an income not exceeding 80% of the median income for the County.

Moderate-Income Household – A household whose income does not exceed 80% of the median family income for the County.

Program Year – The City has defined the Program Year as July 1 through June 30. The Program Year also corresponds with the City's fiscal Year.

Slum or Blighted Area - An area meeting the definition of a slum, blighted, deteriorated or deteriorating area under State or local law, typically identified as a Redevelopment Project Area, or where there are a substantial number of deteriorating or dilapidated buildings and/or improvements throughout the area.

C. Citizen Participation Strategy

The City of Ontario recognizes that CDBG, HOME, and ESG funds are federal tax funds returned to the City to be used primarily to benefit extremely low-, low-, and moderate-income persons. City staff and officials are stewards of this public money and will openly discuss all records, except those confidential records protecting a household's privacy. The City presents the following as its policy defining its Citizen Participation Strategy.

D. Decision Making Bodies

City Council: After reviewing the recommendations on capital outlay projects, administration, and public service projects made by Agency staff and considering public testimony and comments, the City Council shall make the final funding determinations for the CDBG, HOME and ESG funds.

E. Program Planning Process

The City of Ontario will adhere to the following citizen participation process when conducting program planning and reporting for the CDBG, HOME and ESG programs.

1. Five-Year Consolidated Plan/One-Year Action Plan

a. Plan Development

During the development of the Five-Year Consolidated Plan, and subsequent One-Year Action Plans, the City will consult with various services/agencies to solicit their input on housing and community development needs:

- Health Services Providers
- Social Services for: Children, Elderly, Disabled, Homeless, Persons With AIDS
- Local Continuums of Care providing services to homeless individuals and/or families
- State and Local Health Agencies
- Adjacent Local Governments
- Economic Development Interests
- Public Housing Agency

A variety of mechanisms may be utilized to solicit input from these persons/service providers/agencies. These include telephone or personal interviews, mail surveys, and consultation workshops.

Public Review and Comment: For Program Years 2019 and 2020, the City of Ontario will exercise the waiver afforded by the CARES Act (Public Law 116-136) and have a reduced public comment period of 5 days for the Consolidated Plan and One-Year Action Plan. In all other Program Years, the draft Consolidated Plan/Action Plan will be made available for public review for a 30-day period. Written comments will be accepted during the public review period. A summary of the comments and views, and City responses shall be attached to the Consolidated Plan/Action Plan. The plan will be available at a minimum on the City's website at www.ontarioca.gov and physical copies may be made available at the following locations: Records Management Department, 303 E. B St., Ontario, CA 91764; Ovitt Community Library, 215 E. C St., Ontario, CA 91764; and Housing and Neighborhood Preservation Agency, 208 W. Emporia St., Ontario, CA 91762, at the City's discretion.

Community Forums/Public Hearings: The City will conduct a minimum of two community forums/public hearings at different stages of each program year. One of the required community forums/public hearings will be conducted prior to the publication of the proposed Consolidated Plan/Action Plan.

At least one community forum/public hearing will be conducted to accept public input on community needs during the development stage of the Draft Consolidated Plan/Action Plan. This community forum/public hearing will be advertised at least once in a newspaper of local circulation at least 10 days prior to the meeting.

b. Plan Amendment

Substantial Change: The City will formally amend its approved Five-Year Consolidated Plan or One-Year Action Plan whenever a decision is made to propose a substantial change in allocation priorities or method of distribution of funds.

For the purpose of the Five-Year Consolidated Plan, a "substantial change" is defined as follows:

For CDBG or ESG Funded Projects:

- A net increase or decrease greater than 100% of the activity allocation if the allocation is $50,000 or more as listed in a published One-Year Action Plan, or as amended; or
- a net increase or decrease greater than $50,000 of the activity allocation if the allocation is less than $50,000 as listed in a published One Year Action Plan or amended; or
- A net increase or decrease in an activity allocation greater than $300,000; or
- A new activity not previously identified in the One Year Action Plan.

For HOME Funded Projects:

- A new activity not previously identified in the One Year Action Plan.
- In an effort to meet HOME timeliness and commitment requirements, HOME funds may be reallocated between Single-Family/Multi-Family New Construction/Rehabilitation Project and Tenant Based Rental Assistance Program activities without triggering a substantial amendment.

Public Review and Comment: For Program Years 2019 and 2020, the City of Ontario will exercise the waiver afforded by the CARES Act (Public Law 116-136) and have a reduced public comment period of 5 days for substantial amendments to the Consolidated Plan and One-Year Action Plan. In all other Program Years, substantial amendments to the Consolidated Plan/Action Plan will be made available for a 30-day public review. Written comments will be accepted during the public review period. The plan will be available at a minimum on the City's website at www.ontarioca.gov, and physical copies may be made available at the following locations: Records Management Department, 303 E. B St., Ontario, CA 91764; Ovitt Community Library, 215 E. C St., Ontario, CA 91764; and Housing and Neighborhood Preservation Agency, 208 W. Emporia St., Ontario, CA 91762, at the City's discretion. A summary of the comments and views, and City responses must be attached to the amendment.

City Council Review and Consideration: The City Council will review and consider the request for an amendment to the Consolidated Plan/Action Plan at a City Council meeting. At that time, the City Council can approve, approve with modifications, or deny the request for an amendment to the Consolidated Plan/Action Plan. At such meeting, staff will provide the City Council with all public input received on the proposed amendment to the Consolidated Plan/Action Plan. Upon City Council approval of the substantial amendment, the City will make the approved amendment public and will notify HUD. A copy of each substantial amendment will be sent to HUD as it occurs. Letters transmitting copies of substantial amendments will be signed by the official representative of the City authorized to take such action.

c. Submission of the Consolidated Plan to HUD

After the conclusion of the public review period, City Council will adopt the Consolidated Plan/Action Plan pursuant to HUD regulations and will direct staff to prepare a final Consolidated Plan/Action Plan or other relevant document. A summary of all comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan. The final Consolidated Plan/Action Plan will be submitted to HUD 45 days before the program year, or as otherwise permitted via waiver, pursuant to regulations.

2. Consolidated Annual Performance and Evaluation Report (CAPER)

a. Plan Development

Public Review and Comment: The Consolidated Annual Performance and Evaluation Report (CAPER) will be made available for a 15-day public review. Written comments will be accepted during the public review period. A summary of the comments and views, and City responses must be attached to the CAPER.

Public Hearing: The City Council will conduct a public hearing to accept public input on the Consolidated Annual Performance and Evaluation Report (CAPER).

Submission of the Performance Report to HUD: After the conclusion of the public review period, City Council will adopt the CAPER pursuant to HUD regulations and will direct staff to prepare a final CAPER or other relevant document. A summary of all comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final CAPER. The final CAPER will be submitted to HUD pursuant to regulations.

3. Five-Year Assessment of Fair Housing (AFH)

a. Plan Development

During the development of the Five-Year AFH, the City will consult the following groups/agencies to solicit their input on fair housing issues in the City:

- Fair Housing Organizations

- Other local governments
- Advocacy groups for special needs households
- Affordable housing providers
- Banks and other financial institutions
- Educational institutions

A variety of mechanisms may be utilized to solicit input from these groups/agencies. These include telephone or personal interviews, mail surveys, and consultation workshops.

HUD AFH Data: The City will make the HUD-provided data and any other supplemental information planned to be used in the development of the AFH available to the public via its website as soon as feasible after the release of the AFH document for public participation.

Public Review and Comment: The draft AFH will be made available for public review for a 30-day period. Written comments will be accepted during the 30-day public review. A summary of the comments and views, and City responses must be attached to the AFH.

Community Forums/Public Hearings: The City will conduct at least one community forum/public hearing to accept public input on fair housing issues during the development stage of the draft AFH.

b. AFH Plan Revisions

The City of Ontario will prepare a revision to a previously accepted AFH when any of the following occurs:

Material Change: A material change is a change in circumstances in the City to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances. These change in circumstances may be the result of a Presidentially declared disaster, significant demographic changes, new significant contributing factors, and civil rights findings, determinations, settlements, or court orders.

HUD Request: HUD's written notification specifying a material change that requires an AFH revision.

When an AFH revision is required, it will be completed within 12 months of the onset of the material change or by the date specified by HUD.

A summary of the comments and views, and City responses must be attached to the revised AFH.

Submission to HUD: The revised AFH will be submitted to HUD upon completion of the public review.

F. Public Notification

1. Public Meetings and Hearings

Staff will ensure adequate advance notice of all public meetings and hearings. Adequate noticing will include:

- Printing notices in the Inland Valley Daily Bulletin and/or other newspapers of general circulation in the City at least one time.
- Notices will be printed at least 10 days prior to the meeting date.

2. Documents for Public Review

Notices of availability of all draft Consolidated Plan Documents (CPD) for public review and a summary of the CPD will be published in a legal ad in the Inland Valley Daily Bulletin.

3. Access to Meetings

Public hearings will be conducted at various venues in the City, preferably in the low- and moderate-income target areas. Such hearing will be posted and advertised to allow sufficient notice to all interested persons.

Spanish translation is available at all public hearings if requested in advance at least 72 hours prior to the public hearing.

It is the intention of the City to comply with the Americans with Disabilities Act (ADA) in all respects. If an attendee or participant at a public hearing needs special assistance beyond what is normally provided, the City will attempt to accommodate these requests in every reasonable manner. The City Clerk must be notified at least 72 hours prior to the public hearing.

4. Availability of Documents for Public Review

The City will place draft copies of the Consolidated Plan Documents and substantial amendments to these documents for public review on the City's website at www.ontarioca.gov. Additionally, at the City's discretion, physical copies of the documents may be made available at the following locations:

Ontario City Library
215 East "C" Street, Ontario

Records Management Office
Ontario City Hall, 303 East "B" Street, Ontario

Housing and Neighborhood Preservation Agency
208 West Emporia Street, Ontario

The City will provide a reasonable number of free copies of the documents to citizens and groups upon request. Notices of Availability of draft documents for public review will be published as specified in the Citizen Participation Plan.

5. Access to Records

The City will ensure timely and reasonable access to information and records related to the development of the Consolidated Plan Documents (CPD), and the use of monies for programs funded by CDBG, HOME and ESG. Information to be made available will include budget and program performance information, meeting minutes, and comments received by the City during the development of the CPD.

Requests for information and records must be made to the City of Ontario in writing. Staff will respond to such requests within 10 working days or as soon as possible thereafter.

6. Technical Assistance

Upon request, staff will provide technical assistance to groups representing extremely-low, low-, and moderate-income persons to develop funding requests for CDBG, HOME and ESG eligible activities. Technical assistance will be provided as follows:

- Establish a bi-annual project proposal submission and review cycle (NOFA) that provides information, instructions, forms and advice to interested extremely low-, low- and moderate-income citizens or representative groups so that they can have reasonable access to the funding consideration process. Awards to agencies are regularly made through a renewable contract that can be extended for an additional one year period, at the discretion of the City.
- Provide self-explanatory project proposal forms and instructions to all persons who request them whether by telephone or by letter. The City's funding application form is designed to be easily understood and short, while still addressing all key items necessary to assess the proposed project. Statistics concerning specific areas of the City are furnished by City staff upon request.
- Answer, in writing, all written questions and answer verbally all verbal inquiries received from citizens or representative groups regarding how to write or submit eligible project proposals.
- Meet with groups or individuals as requested, to assist in identifying specific needs and to assist in preparing project proposal applications.
- Obtain information in the form of completed project proposal forms from citizens or non-profit agencies and assemble a list of proposals available for public review.

- Conduct a project eligibility analysis to determine, at an early stage, the eligibility of each project. In cases where only minor adjustments are needed to make proposals eligible or otherwise practical, City staff will advise the applicants on the options available and desired changes to the proposals.
- Provide bilingual translation on as needed basis.

7. Comments and Complaints

a. Comments

Citizens, as well as agencies providing services to the community, are encouraged to submit their comments in the development of the CPD and any amendments to the CPD. Written and verbal comments received at public hearings or during the comment period will be considered. Comments will be summarized and included as an attachment to the City's final CPD. Written comments should be addressed to:

City of Ontario
Housing and Neighborhood Preservation Agency
208 West Emporia Street
Ontario, CA 91762

A written response will be made to all written comments within ten working days, acknowledging the letter and identifying a plan of action, if necessary. Every effort will be made to send a complete response within 10 working days to those who submit written proposals or comments.

Copies of the complete final CPD and amendments to the CPD will be available to residents on the City's website at www.ontarioca.gov.

G. Complaints

A complaint regarding the CPD planning process and CPD amendments must be made within the advertised public review period. A written response will be made to all written complaints within 10 working days, acknowledging the letter and identifying a plan of action, if necessary.

The City will accept written complaints provided they specify:

- The description of the objection, and supporting facts and data.
- Provide name, address, telephone number, and a date of complaint.

H. Bilingual Opportunities

Wherever a significant number of extremely low- and low-income persons speak and read a primary language other than English, translation services at all public hearings will be provided in such language if translation services are requested in advance at least 72 hours prior to the public meeting.

I. Appeals

Appeals concerning the CPD, statements, or recommendations of the staff should be made to the following persons in the order presented:

- Executive Director of Housing and Neighborhood Preservation
- City Manager
- City Council
- Los Angeles Area Office of HUD (if concerns are not answered)

EXHIBIT A

FISCAL YEAR 2024-25 ESTIMATED FUNDING ALLOCATION SUMMARY

RECOMMENDED CDBG FUNDING-

Proposed Programs	Implementing Agency	Amount
Administration	City of Ontario Community, Life, and Culture	$ 376,552
Fair Housing	Inland Fair Housing and Mediation Board	$ 22,000
Housing Mediation	Inland Fair Housing and Mediation Board	$ 10,200
Senior Services	Inland Fair Housing and Mediation Board	$ 10,000
Family Stabilization at Sova Program Center	Inland Valley Hope Partners	$ 18,410
Community Improvement Team (CIT)	City of Ontario Community Improvement	$ 100,000
Neighborhood Preservation Program	City of Ontario Community Improvement	$ 45,000
Services for Battered Women and Children	House of Ruth	$ 12,600
LED Street Light Conversion Project	City of Ontario Engineering	$ 300,000
Alley Pavement Rehabilitation	City of Ontario Engineering	$ 190,000
Rubber-Polymer Modified Slurry Seal (RPMSS) Project	City of Ontario Engineering	$ 553,770
Wheelchair Ramp Installation	City of Ontario Community & Public Services	$ 175,000
John Galvin Park Underground Lights	City of Ontario Community & Public Services	$ 140,000
Remaining Park Improvement Projects	City of Ontario Community, Life, and Culture	$ 10,037
Child Care Subsidies	Ontario-Montclair YMCA	$ 22,000
Ontario Motel Voucher Program	City of Ontario Community, Life, and Culture	$ 142,204
	TOTAL	**$ 2,252,773**

RECOMMENDED HOME FUNDING

Proposed Programs	Implementing Agency	Amount
Tenant Based Rental Assistance Program	City of Ontario Community, Life, and Culture	$ 307,158
Single-Family/Multi-Family Housing Rehabilitation and New Construction	City of Ontario Community, Life, and Culture	$ 307,158
Community Housing Development Organizations (CHDOs) Housing Program	CHDOs	$ 122,862
Administration	City of Ontario Community, Life, and Culture	$ 81,908
	TOTAL	**$ 819,086**

RECOMMENDED ESG FUNDING

Proposed Programs	Implementing Agency	Amount
Administration	City of Ontario Community, Life, and Culture	$ 11,888
Emergency Rent Protection Program	City of Ontario Community, Life, and Culture	$ 146,419
	TOTAL	**$ 158,507**

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Blaine M Ishii Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: **GOODS AND EQUIPMENT PURCHASE AGREEMENTS WITH SIERRA CONTAINER GROUP AND MCLAUGHLIN WASTE EQUIPMENT, INC. FOR 32, 64, AND 96 GALLON AUTOMATED CONTAINERS AND COMMERCIAL COLLECTION BINS**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Goods and Equipment Purchase Agreement with Sierra Container Group, of Ocala, Florida, for 32, 64, and 96 Gallon Automated Containers for a total contract amount not-to-exceed $4,500,000 for up to five (5) years; and
B. Authorize the City Manager or his designee to execute a Goods and Equipment Purchase Agreement with McLaughlin Waste Equipment, Inc., of Lockeford, California, for Commercial Collection Bins for a total contract amount not-to-exceed $5,000,000 for up to five (5) years.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT:
32, 64, 96 Gallon Automated Containers
The recommended contract award to Sierra Container Group is for a total not-to-exceed contract amount of $2,700,000 over the three-year term. Two (2) one-year extensions may be exercised at the City's sole discretion for an additional contract amount of $900,000 per year for a total contract amount not to exceed $4,500,000 over the five-year term. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed for 32, 64, and 96 Gallon Residential Automated Containers.

Commercial Collection Bins
The recommended contract award to McLaughlin Waste Equipment is for a total not-to-exceed contract amount of $3,000,000 over the three-year term. Two (2) one-year extensions may be exercised at the City's sole discretion for an additional contract amount of $1,000,000 per year for a

total contract amount not to exceed $5,000,000 over the five-year term. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed for Commercial Collection Bins.

BACKGROUND & ANALYSIS:

32, 64, 96 Gallon Automated Containers

The Integrated Waste Department provides residential automated collection containers to approximately 34,000 customers for refuse, recycling, and organic waste collection. Currently, there are nearly 100,000 residential automated collection containers of various sizes in service. Approximately ten percent of the containers are replaced each year when they become damaged or are otherwise no longer of usable quality. Additionally, new residential customers are provided a set of new collection containers upon occupancy.

In March 2024, the City solicited proposals for Bid No. 1762 for 32, 64, and 96 Gallon Automated Containers. The six (6) proposals received met the bid criteria and standards necessary to perform this work.

Company	Location
Sierra Container Group	Ocala, FL
Toter, LLC	Statesville, NC
Rehrig Pacific	Los Angeles, CA
Schafer Plastics North America, LLC	Charlotte, NC
Otto Environmental Systems	Charlotte, NC
Cascade Cart Solutions	Grand Rapids, MI

Sierra Container Group, of Ocala, Florida, submitted a proposal that met all the required specifications with a total not-to-exceed contract amount of $2,700,000 over a three-year term. Based on their proposal, pricing, production design, warranty, delivery lead time, and favorable reference checks, Staff recommends awarding the Goods and Equipment Purchase Agreement to Sierra Container Group.

Commercial Collection Bins

The Integrated Waste Department currently has commercial bin containers of various sizes for refuse, recycling, wood/green waste, and organic waste collection. As part of departmental operations, City Staff routinely repairs bin containers to maintain adequate inventory to meet customer needs. However, there are numerous bins that are too costly to repair and require replacement. Additionally, new customer stops and increased participation in recycling and organic waste collection programs have contributed to a reduced bin inventory. The approval of the Agreement will allow a proper inventory of bins to meet growing customer needs.

In March 2024, the City solicited proposals for Bid No. 1763 for Commercial Collection Bins. McLaughlin Waste Equipment, Inc., of Lockeford, CA was the sole bidder and submitted a proposal that met all the required specifications with a total not-to-exceed contract amount of $3,000,000 over a three-year term. Based on their proposal, pricing, production design, warranty, delivery lead

time, and favorable references checks, Staff recommends awarding the Goods and Equipment Purchase Agreement to McLaughlin Waste Equipment, Inc.

CITY OF ONTARIO
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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

CITY OF ONTARIO
GOODS AND EQUIPMENT PURCHASE AGREEMENT

This Goods and Equipment Purchase Agreement ("Agreement") is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and McLaughlin Waste Equipment, a Corporation, with its principal place of business at 11900 East Locke Rd, Lockeford, CA 95237 ("Supplier"). City and Supplier are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

Section 1. DEFINITIONS.

A. "Goods" means all machinery, equipment, supplies, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Supplier as specified in Exhibit "A," attached hereto and incorporated herein by reference.

B. "Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit "B."

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City's written approval. Machinery, equipment or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, City will decide the question of equality. When requested by City, Supplier will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Goods. Material samples will be submitted at City's request.

Section 3. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming,

unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, City may reject the Goods or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods, irrespective of City's failure to notify Supplier of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Supplier and City, from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Supplier further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Supplier will, immediately after receiving notice from City, at the option of City, and at Supplier's own expense and without cost to City:

1. Repair the defective Goods;

2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or

3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Supplier of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Supplier and such change will be authorized by a change order document signed by City and accepted by Supplier.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Supplier has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Supplier during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Supplier's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will

be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Supplier's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;

2. Written acceptance of the Goods by City;

3. Delivery of all drawings and specifications, if required by City;

4. Delivery of executed full releases of any and all liens arising out of this Agreement; and

5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Supplier may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Supplier of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Supplier then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Supplier, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Supplier's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Supplier must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City may have under this Agreement or at law, Supplier shall pay City the sum of $0 per item of Goods for each calendar day for which the item of Goods is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Supplier agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Supplier will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Supplier will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Supplier.

D. Supplier will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Supplier enters into this Agreement as an independent contractor and not as an employee of City. Supplier shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Supplier are employees, agents, contractors or subcontractors of the Supplier and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 14.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to City, including, but not limited to Supplier's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its

subcontractors, their agents or employees, and Supplier will replace or repair said Goods or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Supplier for all or a portion of the Goods which remains in the possession of Supplier, then City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods but which does not become a part of the Goods.

Section 13. INDEMNIFICATION.

A. Supplier shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Supplier's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents, or volunteers shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against City or its officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. Supplier shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Supplier shall take out and maintain:

1. Commercial General Liability Insurance, of at least $2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least $2,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least $1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least $2,000,000 per occurrence shall be provided by the Supplier if transporting hazardous materials.

5. If Supplier is also the manufacturer of any equipment included in the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status on commercial general liability and automobile liability insurance with the endorsements. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds

D. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

E. Evidence of Insurance. Supplier shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under

its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

Section 15. LIENS.

A. Supplier, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Supplier, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Supplier will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

A. Should Supplier at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such event City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Supplier. In such case Supplier will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Supplier will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Supplier will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. FORCE MAJEURE

A. Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

B. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

C. In the event of any such excused interference with shipments, City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement.

Section 18. MISCELLANEOUS PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:	SUPPLIER:
City of Ontario 303 East "B" Street	[McLaughlin Waste Equipment, Inc., 11900 East Locke Rd, Lockeford, CA 95237

Attn: John McLaughlin

Ontario, CA 91764

Attn: Blaine Ishii, Integrated Waste Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

G. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

H. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

I. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

J. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

K. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

L. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

M. City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE TO GOODS AND EQUIPMENT PURCHASE AGREEMENT BETWEEN THE CITY OF ONTARIO AND McLAUGHLIN WASTE EQUIPMENT, INC.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

McLAUGHLIN WASTE EQUIPMENT, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

Exhibit A
Goods Specifications

1. 1.5 CU. YD., BINS

A. GENERAL

These specifications detail a 1.5cu. yd., commercial front end loader (FEL) collection containers, with double wall polyurethane lids. All containers furnished shall be new and unused. Containers shall conform to the best practices known to the trade in design, quality of material, and workmanship. Assemblies, sub-assemblies, and component parts shall be standard and interchangeable throughout the entire quantity of containers, as specified in the invitation to bid.

The City anticipates acquiring up to 75, 1.5 cu. yd. trash containers with lightweight double wall polyurethane lids per year (estimate).

Vendor shall provide a price for the containers, including any taxes, assembly charges and delivery charges to be paid by the City.

B. INTENT OF SPECIFICATIONS

These specifications are intended to be descriptive and not restrictive. Brand or trade names, where included, are used to identify quality and performance levels. Alternatives will be given consideration. City designated representatives will be the sole judge of quality and their determination shall be final.

C. BID RESPONSES

The bid response shall include complete printed manufacturer specification, published literature and photos or illustrations of units that the bidder proposed to furnish, as well as a copy of the published manufacturer's warranty.

D. CONSTRUCTION

Containers shall be constructed of prime, domestic steel, not less than 14-gauge. They shall be front sloping design, 72 inches wide, 34.5 inches high (rear). Front, back, and bottom have not less than two stiffening corrugations each, running in the direction of greatest dimension to provide suitable rigidity and freedom from distortion in welding.

Top of sides, back, and front shall be flanged outward not less than ½ inch and reinforced with a formed channel approximately 1 inch x 2 inches, not less than 12-gauge. Outside of bin body not less than 2 ½ inch welds, not more than 6 inch centers, with one weld at each corner of each side. Reinforcing channel at top welded not less than 2 inch welds on 6 inch centers (33% welded). Inside of containers shall have not less than 2 ½ inch welds at top of each corner. Inside of bottom shall be continuous weld completely around bottom and up sides for at least 12 inches. All joints of side sheets with side sheets with

bottom shall not be butt joints, but shall be flanged and welded as described. A drain plug, not less than 2 inches in diameter shall be located at the bottom of each container.

1. **Lift Channels –** Not less than 12-gauge steel, 4 inches wide, 8 inches height, and 30 inches long, with bottom of channel approximately 14 inches from bottom of bin. Front edge of container at location of lift channels reinforced with 2 inch x 2 inch angle. Both front edge and rear edge of lift channel reinforced by formed steel band, ¼ inch x 3 inch. Side lift channels welded to bin top and bottom with not less than 3 inch welds on 6 inch centers. Each channel reinforced by six gussets, not less than 3 inch x 3 inch, continuously welded to bin and lift channels. Channel placement centered on each side. Four (4) rounded pull handles must be attached to the channel. Two (2) handles per channel.

2. **Casters and Wheels -** Heavy duty, 6" x 2" Phenolic wheel, swivel type, with roller bearings, spanner bushings, dual flanged seal washers (steel) and ½" x 3 ½" zero lube axle fitting, with zerk fittings, steel spanner bushing, minimum of 1200 lb caster pads. Attached by use of a snap in caster pad.

3. **Lids –** Two (2) lids each bin hinged, with sleeves, with not less than ½ inch pins, double wall construction of quality polyurethane, rubber, or other lightweight material with a tensile strength to exceed 100,000 lb., and able to withstand extreme temperatures. Prefer lids manufactured of recycled materials, at least 10% post consumer recycled plastic.

4. **Finish –** All surfaces, inside and outside to be thoroughly cleaned of rust, oil, and other impurities and washed with Chevron #1 Solvent, or equal. Inside and outside to be given one coat of rust inhibitor primer. The outside of container to be given two coats of industrial enamel, to be Sherwin Williams Corrugate Brown, or as specified.

5. **Serial Numbers** to be welded on both lift pockets from **TBD** through **TBD**.

6. **Reflective Tape-**Reflective tape red and white, 3M diamond VIP grade or equivalent wrapped around all corners 30 inches length, top to bottom of bin.

2. 3 CU. YD., BINS

A. GENERAL

These specifications detail a 3cu. yd., commercial front end loader (FEL) collection containers, with double wall polyurethane lids. All containers furnished shall be new and unused. Containers shall conform to the best practices known to the trade in design, quality of material, and workmanship. Assemblies, sub-assemblies, and component parts shall be standard and interchangeable throughout the entire quantity of containers, as specified in the invitation to bid.

The City anticipates acquiring up to 300, 3 cu. yd. trash containers with lightweight plastic lids per year (estimate).

Vendor shall provide a price for the containers, including any taxes, assembly charges and delivery charges to be paid by the City.

B. INTENT OF SPECIFICATIONS

These specifications are intended to be descriptive and not restrictive. Brand or trade names, where included, are used to identify quality and performance levels. Alternatives will be given consideration. City designated representatives will be the sole judge of quality and their determination shall be final.

C. BID RESPONSES

The bid response shall include complete printed manufacturer specification, published literature and photos or illustrations of units that the bidder proposed to furnish, as well as a copy of the published manufacturer's warranty.

D. CONSTRUCTION

Containers shall be constructed of prime, domestic steel, not less than 14-gauge. They shall be front sloping design, 72 inches long, 50.5 inches high (rear). Front, back, and bottom have not less than two stiffening corrugations each, running in the direction of greatest dimension to provide suitable rigidity and freedom from distortion in welding.

Top of sides, back, and front shall be flanged outward not less than ½ inch and reinforced with a formed channel approximately 1 inch x 2 inches, not less than 12-gauge. Outside of bin body not less than 2 ½ inch welds, not more than 6 inch centers, with one weld at each corner of each side. Reinforcing channel at top welded not less than 2 inch welds on 6 inch centers (33% welded). Inside of containers shall have not less than 2 ½ inch welds at top of each corner. Inside of bottom shall be continuous weld completely around bottom and up sides for at least 12 inches. All joints of side sheets with side sheets with bottom shall not be butt joints, but shall be flanged and welded as described. A drain plug, not less than 2 inches in diameter shall be located at the bottom of each container.

1. **Lift Channels –** Not less than 12-gauge steel, 4 inches wide, 8 inches height, and 30 inches long, with bottom of channel approximately 24 inches from bottom of bin. Front edge of container at location of lift channels reinforced with 2 inch x 2 inch angle. Both front edge and rear edge of lift channel reinforced by formed steel band, ¼ inch x 3 inch. Side lift channels welded to bin top and bottom with not less than 3 inch welds on 6 inch centers. Each channel reinforced by six gussets, not less than 3 inch x 3 inch, continuously welded to bin and lift channels. Four (4) rounded pull handles must be attached to the channel. Two (2) handles per channel, placement to be centered on the side of the bin. Lift channel placement to be centered on the sides of the bin.

2. **Casters and Wheels -** Heavy duty, 6” x 2” Phenolic wheel, swivel type, with roller bearings, spanner bushings, dual flanged seal washers (steel) and ½” x 3 ½” zero lube axle fitting, with zerk fittings, steel bolt sleeve, minimum of 1200 lb caster pads. Attached by use of a snap in caster pad.

3. **Lids –** Two (2) lids each bin hinged, with sleeves, with not less than ½ inch pins, double wall construction of quality polyurethane, rubber, or other lightweight material with a tensile strength to exceed 100,000 lb., and able to withstand extreme temperatures. Prefer lids manufactured of recycled materials, at least 10% postconsumer recycled plastic.

4. **Finish –** All surfaces, inside and outside to be thoroughly cleaned of rust, oil, and other impurities and washed with Chevron #1 Solvent, or equal. Inside and outside to be given one coat of rust inhibitor primer. The outside of container to be given two coats of industrial enamel, to be Sherwin Williams Corrugate Brown, or as specified.

5. **Serial Numbers** to be welded on both lift pockets, starting with serial # **TBD** and ending with **TBD**.

6. **Reflective Tape-**Reflective tape red and white, 3M diamond VIP grade or equivalent on wrapped around all corners 48 inches length of bin top to bottom.

3. 4 CU. YD., BINS

A. GENERAL

These specifications detail a 4cu. yd., commercial front end loader (FEL) collection containers, with double wall polyurethane lids. All containers furnished shall be new and unused. Containers shall conform to the best practices known to the trade in design, quality of material, and workmanship. Assemblies, sub-assemblies, and component parts shall be standard and interchangeable throughout the entire quantity of containers, as specified in the invitation to bid.

The City estimates acquiring up to 500, 4 cu. yd. trash containers with double wall polyurethane lids w/ sleeves, per year.

Vendor shall provide a price for the containers, including any taxes, assembly charges and delivery charges to be paid by the City.

B. INTENT OF SPECIFICATIONS

These specifications are intended to be descriptive and not restrictive. Brand or trade names, where included, are used to identify quality and performance levels. Alternatives will be given consideration. City designated representatives will be the sole judge of quality and their determination shall be final.

C. BID RESPONSES

The bid response shall include complete printed manufacturer specification, published literature and photos or illustrations of units that the bidder proposed to furnish, as well as a copy of the published manufacturer's warranty.

D. CONSTRUCTION

Containers shall be constructed of prime, domestic steel, not less than 14-gauge. They shall be front sloping design, 72 inches long, 54 inches high (rear). Front, back, and bottom have not less than two stiffening corrugations each, running in the direction of greatest dimension to provide suitable rigidity and freedom from distortion in welding.

Top of sides, back, and front shall be flanged outward not less than ½ inch and reinforced with a formed channel approximately 1 inch x 2 inches, not less than 12-gauge. Outside of bin body not less than 2 ½ inch welds, not more than 6 inch centers, with one weld at each corner of each side. Reinforcing channel at top welded not less than 2 inch welds on 6 inch centers (33% welded). Inside of containers shall have not less than 2 ½ inch welds at top of each corner. Inside of bottom shall be continuous weld completely around bottom and up sides for at least 12 inches. All joints of side sheets with side sheets with bottom shall not be butt joints, but shall be flanged and welded as described. A drain plug, not less than 2 inches in diameter shall be located at the bottom of each container.

1. **Lift Channels –** Not less than 12-gauge steel, 4 inches wide, 8 inches height, and 30 inches long, with bottom of channel approximately 24 inches from bottom edge of bin. Front edge of container at location of lift channels reinforced with 2 inch x 2 inch angle. Both front edge and rear edge of lift channel reinforced by formed steel band, ¼ inch x 3 inch. Side lift channels welded to bin top and bottom with not less than 3 inch welds on 6 inch centers. Each channel reinforced by six gussets, not less than 3 inch x 3 inch, continuously welded to bin and lift channels. Four (4) rounded pull handles must be attached to the channel. Two (2) handles per channel. Lift channel placement to be centered on the sides of the bin.

2. **Casters and Wheels -** Heavy duty, 6" x 2" Phenolic wheel, swivel type, with roller bearings, spanner bushings, dual flanged seal washers (steel) and ½" x 3 ½" zero lube axle fitting, with zerk fittings, steel bolt sleeve, minimum of 1200 lb caster pads. Attached by use of a snap in caster pad.

3. **Lids –** Two (2) lids each bin hinged, with metal sleeve insert, with not less than ½ inch pins (inside diameter), double wall construction of quality polyurethane, rubber, or other lightweight material with a tensile strength to exceed 100,000 lb., and able to withstand extreme temperatures. Prefer lids manufactured of recycled materials, at least 10% post consumer recycled plastic.

4. **Finish –** All surfaces, inside and outside to be thoroughly cleaned of rust, oil, and other impurities and washed with Chevron #1 Solvent, or equal. Inside and outside

to be given one coat of rust inhibitor primer. The outside of container to be given two coats of industrial enamel, to be Dunn Edwards Corrugate Brown (trash), Dunn Edwards National Blue (recycling), or as otherwise specified.

5. **Serial Numbers** - to be welded on both lift pockets from **TBD** through **TBD**. TBD at time of Purchase Order(s).

6. **Reflective Tape-**Reflective tape red and white, 3M diamond VIP grade or equivalent on wrapped around all corners 48 inches length of bin top to bottom.

4. 6 CU. YD., BINS

A. GENERAL

These specifications detail a 6cu. yd. humpback front end loader (FEL) trash bin with lightweight, double wall, polyurethane lids. All containers furnished shall be new and unused. Containers shall conform to the best practices known to the trade in design, quality of material, and workmanship. Assemblies, sub-assemblies, and component parts shall be standard and interchangeable throughout the entire quantity of containers, as specified in the invitation to bid.

The City anticipates acquiring 25, 6 cu. yd. humpback front-loader bin containers with lightweight, double wall, polyurethane lids per year (estimate).

Vendor shall provide a price for the containers, including any taxes, assembly charges and delivery charges to be paid by the City.

B. INTENT OF SPECIFICATIONS

These specifications are intended to be descriptive and not restrictive. Brand or trade names, where included, are used to identify quality and performance levels. Alternatives will be given consideration. City designated representatives will be the sole judge of quality and their determination shall be final.

C. BID RESPONSES

The bid response shall include complete printed manufacturer specification, published literature and photos or illustrations of units that the bidder proposed to furnish, as well as a copy of the published manufacturer's warranty.

D. CONSTRUCTION

Containers shall be constructed of prime, domestic steel, not less than 14-gauge. They shall be front sloping humpback design, 72 inches wide, 66 inches deep, 69 inches high at peak

and 50.5 inches high in the front. Front, back, and bottom to have not less than two stiffening corrugations each, running in the direction of greatest dimension to provide suitable rigidity and freedom from distortion in welding.

Top of sides, back, and front shall be flanged outward not less than ½ inch and reinforced with a formed channel approximately 1 inch x 2 inches, not less than 12-gauge. Outside of bin body not less than 2 ½ inch welds, not more than 6 inch centers, with one weld at each corner of each side. Reinforcing channel at top welded not less than 2 inch welds on 6 inch centers (33% welded). Inside of containers shall have not less than 2 ½ inch welds at top of each corner. Inside of bottom shall be continuous weld completely around bottom and up sides for at least 12 inches. All joints of side sheets with side sheets with bottom shall not be butt joints, but shall be flanged and welded as described. A drain plug, not less than 2 inches in diameter shall be located at the bottom of each container.

1. **Lift Channels –** Not less than 12-gauge steel, 4 inches wide, 8 inches height, 48 inches long, with bottom of channel approximately 24 inches from bottom of bin. Front edge of container at location of lift channels reinforced with 2 inch x 2 inch angle. Both front edge and rear edge of lift channel reinforced by formed steel band ¼ inch x 3 inch. Side lift channels welded to bin top and bottom with not less than 3 inch welds on 6 inch centers. Each channel reinforced by six gussets, not less than 3 inch x 3 inch, continuously welded to bin and lift channels.

2. **Skids –** Shall be constructed of not less than 11 gauge steel, full length hot rolled sheet, 2”x3” capped.

3. **Lids –** Two (2) lids each bin hinged, with metal sleeve insert, with not less than ½ inch pins (inside diameter), double wall construction of quality polyurethane, rubber, or other lightweight material with a tensile strength to exceed 100,000 lb., and able to withstand extreme temperatures. Prefer lids manufactured of recycled materials, at least 10% postconsumer recycled plastic.

4. **Finish –** All surfaces, inside and outside to be thoroughly cleaned of rust, oil, and other impurities and washed with Chevron #1 Solvent, or equal. Inside and outside to be given one coat of rust inhibitor primer. The outside of container to be given two coats of industrial enamel, to be Dunn Edwards Corrugate Brown (trash), Dunn Edwards National Blue (recycling), or as otherwise specified.

5. **Serial Numbers** to be welded on both lift pockets from TBD through TBD.

6. **Reflective Tape -** Reflective tape red and white, 3M diamond VIP grade or equivalent wrapped around all corners, from top to bottom.

Exhibit B
Delivery Schedule

DELIVERY SCHEDULE

Vendor shall indicate number of days from the time bis is approved by City Council, or issue of Purchase Order to first delivery of containers. The City expects first delivery to be within 30 days of Purchase Order date.

Bins will be delivered to the Ontario Municipal Service Center, 1425 South Bon View Avenue, Ontario, CA 91761.

Exhibit C
Fee Schedule

Bin Type/Shipping/Tax	Quantities	Price
1.5 Cubic Yard	75	**$681/each ($51,075 total)**
3.0 Cubic Yard	300	**$868/each ($260,400 total)**
4.0 Cubic Yard	500	**$995/each ($497,500 total)**
6.0 Cubic Yard	25	**$1,188/each ($29,700 total)**
Shipping (if applicable)	1 Lot	**Included**
Tax at 8.75%	EA	**$73,384.07**

Quantities
Quantities stated are estimates only of product described or equivalent and are not guaranteed.

Contract Period
The contract term shall be from July 1, 2024 – June 30, 2027 unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. The total contract amount shall not exceed Three Million Dollars ($3,000,000) over the three-year term.

Extension Option
This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

Rate Increase/Decrease
Requests for rate changes shall be considered at the time of each renewal but shall not exceed the most recent available month for the Riverside-San Bernardino-Ontario, CA Consumer Price Index (CPI) for all Urban Consumers.

In the event that the Consumer Price Index ceases to be published, the Consumer Price Index shall be another Index determined by the Project Manager that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario, CA area.

If the Vendor proposes a price increase, the Vendor shall be required to submit any price increases to authorized city staff. Said notice shall show item number, current price, suggested price increase, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the contract if price increases are not acceptable. Documentation will be required to provide justification for any increases based on the US Bureau of Labor Statistics, Consumer Price Index increases or manufacturer increases that are out of control of the Vendor.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

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

CITY OF ONTARIO
GOODS AND EQUIPMENT PURCHASE AGREEMENT

This Goods and Equipment Purchase Agreement ("Agreement") is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and Sierra Container Group, a Corporation with its principal place of business at 6160 SW Highway 200, Suite 110, Ocala, Florida 34476 ("Supplier"). City and Supplier are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

DEFINITIONS.

"Goods" means all machinery, equipment, supplies, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Supplier as specified in Exhibit "A," attached hereto and incorporated herein by reference.

"Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit "B."

MATERIALS AND WORKMANSHIP.

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City's written approval. Machinery, equipment or material installed in the Goods without the approval required by this 0 will be deemed to be defective material for purposes of 0. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, City will decide the question of equality. When requested by City, Supplier will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Goods. Material samples will be submitted at City's request.

INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, City may reject the Goods or exercise any of its rights under 0. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods, irrespective of City's failure to notify Supplier of a rejection of

nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

WARRANTY.

Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of ten (10) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Supplier and City, from the date of final written acceptance of the Goods by City as required for final payment under 0. Supplier further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this 0.

For any breach of the warranties contained in 0 and 0, Supplier will, immediately after receiving notice from City, at the option of City, and at Supplier's own expense and without cost to City:

Repair the defective Goods;

Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or

Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

In the event of a breach by Supplier of its obligations under this 0, City will not be limited to the remedies set forth in this 0, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without

the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Supplier and such change will be authorized by a change order document signed by City and accepted by Supplier.

PAYMENTS.

Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Supplier has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

If Progress Milestones have been specified in Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Supplier during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Supplier's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Supplier's expense.

Payment of the final Progress Milestone payment or any retention will be made by City upon:

Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;

Written acceptance of the Goods by City;

Delivery of all drawings and specifications, if required by City;

Delivery of executed full releases of any and all liens arising out of this Agreement; and

Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Supplier may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

Acceptance by Supplier of payment of the final Progress Milestone payment pursuant to 0 will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Supplier then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Supplier, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

SCHEDULE FOR DELIVERY.

The time of Supplier's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Supplier must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City may have under this Agreement or at law, Supplier shall pay City the sum of $0 per item of Goods for each calendar day for which the item of Goods is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

TAXES.

Supplier agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

Supplier will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Supplier will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Supplier.

Supplier will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

INDEPENDENT CONTRACTOR.

Supplier enters into this Agreement as an independent contractor and not as an employee of City. Supplier shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Supplier are employees, agents, contractors or subcontractors of the Supplier and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

SUBCONTRACTS.

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in 0, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to City, including, but not limited to Supplier's insurance and indemnification obligations. No subcontract or order will bind City.

TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its subcontractors, their agents or employees, and Supplier will replace or repair said Goods or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Supplier for all or a portion of the Goods which remains in the possession of Supplier, then City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods but which does not become a part of the Goods.

INDEMNIFICATION.

Supplier shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

Supplier's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents, or volunteers shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against City or its officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. Supplier shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

INSURANCE.

General. Supplier shall take out and maintain:

Commercial General Liability Insurance, of at least $2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least $2,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least $1,000,000 per occurrence; and

Pollution Liability Insurance of at least $2,000,000 per occurrence shall be provided by the Supplier if transporting hazardous materials.

If Supplier is also the manufacturer of any equipment included in the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status on commercial general liability and automobile liability insurance with the endorsements. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds

Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

Evidence of Insurance. Supplier shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

LIENS.

Supplier, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Supplier, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Supplier will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

TERMINATION OF AGREEMENT BY CITY.

Should Supplier at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such

event City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Supplier. In such case Supplier will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Supplier will be liable for and will pay the difference to City.

City may, for its own convenience, terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

On receipt of notice under 0, Supplier will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,

Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

Upon termination pursuant to 0, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to 0.

FORCE MAJEURE

Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

In the event of any such excused interference with shipments, City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement.

MISCELLANEOUS PROVISIONS.

Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:

City of Ontario

303 East "B" Street

Ontario, CA 91764

Attn: Blaine Ishii, Integrated Waste Director

Sierra Container Group:

Sierra Container Group
6160 SW Highway Suite 110
Ocala, Florida 34476
Attn: Mike Schwalbach

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE TO GOODS AND EQUIPMENT PURCHASE AGREEMENT BETWEEN THE CITY OF ONTARIO AND SIERRA CONTAINER GROUP

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

SIERRA CONTAINER GROUP

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

Exhibit A
Goods Specifications

These specifications detail 32, 64 or 96 gallon minimum and wheeled container with all necessary hardware for assembly. All containers furnished shall be new and unused. Containers shall conform to the best practices known to the trade in design, quality of material, and workmanship. Assemblies, sub-assemblies, and component parts shall be standard and interchangeable throughout the entire quantity of containers, as specified in the RFP invitation. Vendor must also supply spare parts as needed by the City at a reasonable cost.

The City anticipates the following annual usage: 3,800 blue 96 gallon containers, 3,000 green 96 gallon containers, 4,000 black 96 gallon containers, 1,100 black 64 gallon containers, 950 blue 64 gallon containers, 950 green 64 gallon containers, 200 black 32 gallon containers, 150 blue 32 gallon containers, and 150 green 32 gallon containers. The actual quantity of each color and size of container shall be determined by the City at the time of order. The total number of containers to be purchased under this solicitation is approximately 14,300 containers annually. *The City may order more or fewer containers, at the per unit cost stated in the RFP.*

Lifting Mechanism – Containers shall be designed to be lifted by a fully automated lifting system. The City fleet currently consists of collection vehicles equipped with an AMREP lift arm. Compatibility with this type of lift arm is mandatory.

Minimum Capacity – 32, 64, or 96 gallons (+/- 7%), liquid level in the body portion only, excluding lid capacity. Volume shall be certified in accordance with ANSI A245-.30-2008 (OR MOST CURRENT VERSION), Section titled “Volumetric Loading Capability”.

Resin Weight and Type – Vendor shall specify resin weight and type by individual container size.

Material – Cart body and lid must be manufactured with 100% first quality prime virgin high-density polyethylene (HDPE). Resin shall contain an ultraviolet stabilizer compounded at a concentration of not less than 0.5% to 1.0% in the resin by weight. Resin shall contain a color pigment compounded at a concentration of 0.5% to 1.0% in the resin by weight. Material shall be 1st quality resin with no less than 10% recycled content and no more than 25% recycled content.

Dimensions – Height: 42” minimum; Width: 29” minimum, 34” maximum at widest point including wheels; Base: rectangular containers are unacceptable, container body shall be round in the gripping area for compatibility with all automated refuse equipment; Top: squarish tops with rounded corners are preferred to prevent tumbling in high winds.

Lid – Each container shall be furnished with a domed lid molded from the same material as the container. The lid shall be of such configuration that it shall not warp, bend, slump, or distort to such and extent that it no longer fits the container tightly or becomes otherwise unserviceable. Lid should continuously overlap the container and shall not bind on the handle in the open position during the warranty life. The lid must be designed in such a manner to ensure that the container will be watertight. Lid shall be attached to the container without the use of metal hinge, metal bar, PVC, plastic glued connections, or any hidden bar. Lid shall conform to ANSI Z245.30-2008 (OR MOST CURRENT VERSION), section titled, “Lid Test”, and the lid must open freely.

Handle – The handle shall be an integral part of the container body, comprised of at least two (2) hand holds. Pinch points are unacceptable. Handles shall conform to ANSI Z245.30-2008 (OR MOST CURRENT VERSION), sections regarding handles.

Container Bottom – The stability foot on the bottom of the container to provide for stability and large wear surface. The ability for containers to be stackable with lids installed, or “nestable”, is required.

WEARABILITY

All parts of the container shall withstand excessive wear such that is usable for the warranty period of ten (10) years in the intended application including resistance to bottom wear and permanent deformation from loading and unloading of solid waste. Vendor shall submit certified test result for ANSI Z245.30-2008 (OR MOST CURRENT VERSION), sections titled "Durability During Pulling” and “Loading and Unloading (Cycle Test)”. It is to be understood that the container will be gripped by hydraulically operated equipment, and will come in regular contact with asphalt, cement, and other rough surfaces. Should the container body fail during the warranty period, the vendor will provide the City, at no charge to the City, a complete cart (replacement parts will not be acceptable). The determination of failure will be at the sole discretion of the Integrated Waste Director or his/her designee.

DURABILITY

All containers shall remain durable in hot and cold temperature variations of this region under loading conditions as set forth in ANSI Z245.30-2008 (OR MOST CURRENT VERSION), section titled “Load Weight Rating”. In addition, the container shall have a life expectancy of not less than ten (10) years during which time the container and its component parts shall maintain sufficient strength, shape, and appearance, and to be resistant to blows, kicks, and rodent penetration, such as to require no routine maintenance and, in general, be maintenance free. All component parts, including but not limited to molded or attached parts, such as frames or bars, lifting assembly, or lids that fail during the ten (10) year warranty period shall constitute failure of the complete container, and will require replacement by a complete and new container at no cost to the City. No partial replacement(s) (i.e. replacement part(s)) will be acceptable. The determination of failure will be at the sole discretion of the Integrated Waste Director or his/her designee.

IDENTIFICATION AND MARKINGS

A numbering system shall be incorporated that can trace each container back to the month and year of manufacture. Such numbering system shall appear on each container. All containers shall be sequentially numbered. Such numbering system shall appear on the front of each container and must be 1 ½ “high, permanent in nature for the life of the container and white in color. Range of serial numbers shall be coordinated with the Integrated Waste Director or his/her designee. The following will be molded into the lid and body of each container:

Lids:

1. On each Green Container “Organic Waste Only”, in both English and Spanish, will be hot stamped on the lid and enhanced by white color.

2. On each Blue Container “Recyclables Only”, in both English and Spanish, will be hot stamped on the lid and enhanced by white color.

3. On each Black Container “Refuse Only”, in both English and Spanish, will be hot stamped on the lid and enhanced by white color. **The lid on the Black Container shall be dark grey**.

Sides of Containers:

1. The exterior sides of each Black, Blue, and Green container will be marked twice, in diametrically opposite positions, with the “City of Ontario” logo hot stamped and enhanced by white color.

HARDWARE AND WHEELS

Each container shall be furnished with rust resistant ¾” (minimum) solid round steel axle retainer and reinforcement sleeve. Rivets to attach the axle and tubular axles are unacceptable. Minimum wheel diameter shall be 10”. Wheels must be injection molded with a snap on feature to attach to the axle. The wheel must also have a “quick release” mechanism to allow for simple removal. Vendor shall submit certified results of ANSI standard Z245.30-2008 (OR MOST CURRENT VERSION) section titled “Durability During Pulling” and indicate that the wheels successfully passed.

STABILITY

The container shall be stable and self-balancing when in the upright position, when either loaded or empty, lid opened or closed. The container must remain upright when the lid is thrown open. Preference will be given to those containers with least tendency to tip and tumble away in high winds. Vendor shall submit certified results of ANSI Z245.30-2008 (OR MOST CURRENT VERSION), sections titled “Slope Stability”, “Center of Balance Position”, and 6.2.4.2.7, Force to Tip with response.

FINISH

Interior and exterior surfaces shall be smooth, with an even continuous surface. Interior surfaces shall have high gloss finish. Exterior surface to be texturized, non-slip, non-mar finish.

SAFETY FEATURES

Untrimmed or unfinished edges constitute a safety hazard and are unacceptable.

DELIVERY

Containers are to be supplied fully assembled, except for axles and wheels, which will be assembled by the city.

WARRANTY

The vendor as successful responder by submitting a RFP, warrants, as specified herein, all materials and workmanship of the containers including lids, hardware, and all component parts

against deficient or defective materials or workmanship, and against failure in normal and regular use for a period of One Hundred and Twenty (120) Months after delivery.

The vendor shall assume full responsibility for all containers until inspected and accepted by City staff and field personnel.

Exhibit "B"

Delivery Schedule

Deliveries

All deliveries shall be made within 6-8 weeks after receipt of order (ARO) and are to be made F.O.B. destination with a priced delivery invoice; option delivered with a packing/delivery slip and the invoice emailed within 24 hours of delivery (as determined by the city some special-order items may be exempt from the delivery time frame).

Delivery hours are Monday through Friday 6:00 a.m. and 2:00 p.m.

Delivery Locations:

Site Name	Address
Municipal Service Center	**1425 South Bon View Avenue,** **Ontario, CA 91761**

Containers are to be supplied fully assembled, except for axels and wheels, which will be assembled by the city.

Deliveries shall be received within 6-8 weeks of a placed order.

EXHIBIT "C"
COMPENSATION

BILLINGS AND COMPENSATION

The City shall issue an official City Purchase Order for products based on the terms of the contract. Upon delivery and acceptance by the City, vendor shall submit an official invoice for payment. Payment for work completed will be made within thirty (30) days of approved invoice. No payment will be made for products ordered without proper purchase order authorization. Payment cannot be made until materials, goods, or services have been received and accepted by the City in the quality and quantity ordered. In the event of disputes, the disputed invoice shall be submitted to the City Manager for his/her review and decision. The determination of the City Manager shall be final.

Fee Schedule

Unit Size	Unit Costs (Base Cost)	Total Additional Costs (if applicable)	FTL # Units	FTL Shipping	Sales Tax per Unit (%)
96 Gallon	**$51.95**	**$0**	**702**	**$900**	**$4.55/UNIT**
64 Gallon	**$46.00**	**$0**	**816**	**$900**	**$4.03/UNIT**
32 Gallon	**$39.75**	**$0**	**1,456**	**$800**	**$3.48/UNIT**

Replacement parts may be ordered on an as-needed basis. Price list for spare parts to be provided by vendor and attached as an exhibit to this contract.

Spare Parts Pricing

96 Gallon
- Lid $12.50
- Axle $3.50
- Wheel $3.50

64 Gallon
- Lid $11.50
- Axle $3.50
- Wheel $3.50

32 Gallon
- Lid $11.00
- Axle $3.00
- Wheel $3.00

Spare Parts Pricing does not include freight and tax.

Contract Period
The contract term shall be a from July 1, 2024 – June 30, 2027 unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. The total contract shall not exceed Two Million Seven Hundred Thousand dollars ($2,700,000) over the three-year term.

Extension Option
This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: **AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH SOUTH COAST INDUSTRIAL DOOR, INC. FOR ON-CALL DOOR AND GATE MAINTENANCE AND REPAIR SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 1, exercising the optional two (2) one-year extensions to the Maintenance Services Agreement with South Coast Industrial Door, Inc., of Corona, California, in the amount of $225,000, for a total not-to-exceed contract amount of $850,000. If the City desires to exercise the second option year, the total contract not-to-exceed amount will be $1,075,000.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The recommended Amendment increases the total authorized contract to $850,000 over a four-year term. If the City desires to exercise the second option year for on-call door and gate maintenance and repair services, the total contract not-to-exceed amount will be $1,075,000. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed for on-call door and gate maintenance and repair services.

BACKGROUND & ANALYSIS: In July 2021, the City Council awarded Bid No. 1434 to South Coast Industrial Door, Inc. South Coast Industrial Door, Inc., which has met or exceeded expectations for on-call door and gate maintenance and repair services throughout the City. The On-Call Agreement will provide regularly scheduled preventive maintenance services and urgent repairs of doors and gates in accordance with manufacturer's warranties and specifications at all City-operated facilities. Staff recommends extending the term and increasing the total authorized contract amount to ensure that the Facilities Department can continue to maintain and service the City's facilities doors quickly and keep them operational.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

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. 1 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SOUTH COAST INDUSTRIAL DOOR, INC.

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **South Coast Industrial Door, Inc**., a ("CORPORATION"). 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 July 20,2021. ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to exercise the first option year by extending the term to June 30,2025 and increase the compensation to $225,000 for a new total not-to-exceed contact amount of $850,000. If the City desires to exercise the second option year, the total not-to-exceed amount will be $1,075,000.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.1.2, 3.7.19 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2, 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.2 Term. The term of this Agreement shall be from **July 1, 2021** to **June 30, 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 one (1) 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."

"3.2.1 Compensation. 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 **Eight Hundred Fifty Thousand Dollars ($850,000)** without written approval of City's Manager. If the City desires to exercise the second option year, the total not-to-exceed amount will be **One Million Seventy-Five Thousand Dollars ($1,075,000).** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

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. 1.

3.4 Severability. If any portion of this Amendment No. 1 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. 1 TO MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SOUTH COAST INDUSTRIAL DOOR, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

SOUTH COAST INDUSTRIAL DOOR, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

Attachment A

Exhibit “C”

Compensation

Contract Not To Exceed $850,000.

Payment and Performance Bonds Required.

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**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: 17

SUBJECT: PURCHASE OF ADDITIONAL SOFTWARE LICENSES WITH WORKDAY, INC

RECOMMENDATION: That the City Council approve and authorize the City Manager or his designee to execute the purchase of additional software licenses with Workday, Inc., of Pleasanton, California, for a total not-to-exceed $154,570.

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

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations from the Information Technology Fund for software license with Workday, Inc. The proposed purchase of additional software licenses will be for one year in the amount not-to-exceed $154,570. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed.

BACKGROUND & ANALYSIS:

The City of Ontario has made strategic investments in modernizing its operations by adopting Workday software solutions. In May 2015, the City Council approved the purchase and implementation of the Citywide Human Resources (HR) and Payroll Software Solution using Workday's software as a service (SaaS) platform. On July 7, 2020, the City Council approved the purchase and implementation of the Citywide Financial Enterprise Resource Planning (ERP) System with Workday. This transition from legacy systems to Workday's comprehensive ERP solution streamlined financial processes, improving accuracy, and enabling better decision-making through real-time insights. Prior to the implementation, the City's financial ERP system and HR/payroll were managed by Oracle PeopleSoft. Continuing this innovation trajectory, the City Council approved the purchase and implementation of Workday's timekeeping and absence module on August 17, 2021, replacing the Kronos timekeeping system. The original agreements include setup, implementation, program deployment, user training, licensing, and maintenance.

Utilizing Workday, Inc. for our citywide ERP system, which integrates Accounting, Accounts Payable, Purchasing, as well as Payroll, Human Capital Management (HCM), timekeeping and absence module, and a centralized cashiering system, has proven instrumental in driving efficiency and modernizing our operations.

The decision to adopt Workday's cloud-based SaaS platform stemmed from its state-of-the-art capabilities and the potential to leverage cloud infrastructure for enhanced scalability and reliability. Implementing Workday's comprehensive suite of solutions enables us to optimize business processes, streamline workflows, and deliver enhanced services to our constituents.

Our collaboration with Workday signifies a commitment to embracing innovative technologies that empower our workforce and elevate service delivery. Workday remains a strategic ally in our pursuit of operational excellence and sustained success within the City as we evolve and grow.

The proposed order form for Workday licenses represents an opportunity for the City to facilitate growth and expansion. By acquiring more licenses for new users, the City can effectively accommodate its evolving workforce needs and organizational growth. This will ensure that the City remains well-equipped to support and empower its employees with modern, user-friendly tools and resources. Investing in additional licenses aligns with our commitment to operational excellence and reflects our vision for continued growth and success within the City. Staff requests City Council approval for a not-to-exceed amount of $154,570 for additional software licenses.

ORDER FORM # 00446180.0
TO THE MSA
(GROWTH)

Customer Name	City of Ontario
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	May 11, 2015
Order Effective Date	The later of the dates beneath the parties' signatures below
Order Term	May 13, 2024 through July 8, 2025
Currency	USD
Underlying Order Forms	220761, 222969, 259684
Total Subscription Fee	154,570

The purpose of this Order Form is to increase the number of FSE Workers and Subscription Rights, as applicable, for Customer's use of the Service pursuant to the terms set forth in the Underlying Order Form(s).

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	133,720
2	Due on First anniversary of the Order Term start date	20,850
	Total Payment Amount	**154,570**

		FSE Workers			Subscription Fees	
SKU	**Service**	**Start**	**Added**	**New**	**Annual Rate (Per FSE Worker)**	**Prorated for Order Term**
HCM	Human Capital Management	1,261	231	1,492	253.03	67,563
CCB	Cloud Connect for Benefits					
USP	Payroll for United States					
PRJT	Projects					
FIN	Core Financials	1,261	231	1,492	92.39	24,670
INV	Inventory	1,261	231	1,492	27.72	7,402
PRO	Procurement	1,261	231	1,492	27.72	7,402
PRA	Prism Analytics	1,261	231	1,492	29.88	7,978
PLNF	Financial Planning	1,261	231	1,492	41.57	11,100
GM	Grants Management	1,261	231	1,492	46.19	12,333
TT	Time Tracking	1,261	231	1,492	34.50	9,212
EXP	Expenses	1,261	231	1,492	25.88	6,910

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Customer Contact Information	Billing, In Care of
Contact Name	Toni McNaughton
Street Address City/Town, State/Region/County Zip/Post Code, Country	303 East "B" St Ontario California 91764, United States
Phone/Fax#	(909) 395-2064
Email (Required)	tmcnaughton@ontarioca.gov

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA, and in the Underlying Order Form(s). Customer has reviewed and agrees that the figures in the tables above are accurate. Customer is purchasing the Service that is currently available. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the later of the dates beneath the parties' signatures below (the "**Order Effective Date**").

City of Ontario	**Workday, Inc.**
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

©2023 Workday v23.11

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

SUBJECT: **AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH WESTERN ALLIED CORPORATION FOR ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 2 exercising the optional two (2) one-year extensions to the Maintenance Services Agreement with Western Allied Corporation, of Santa Fe Springs, California, for on-call heating, ventilation and air conditioning (HVAC) maintenance and repair services in the amount of $600,000, for a total not-to-exceed contract amount of $2,160,000 for the first option year. If the City desires to exercise the second option year, the total not-to-exceed contract amount will be $2,760,000.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The recommended Amendment increases the total authorized contract amount to $2,160,000 over a four-year term. If the City desires to exercise the second option year for on-call HVAC maintenance and repair services, the total not-to-exceed contract amount will be $2,760,000 over a five-year term. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed for on-call HVAC maintenance and repair services.

BACKGROUND & ANALYSIS: In June 2021, the City Council awarded Bid No. 1428 to Western Allied Corporation. Since then, Western Allied Corporation has met or exceeded the expectations of the Facilities Department for on-call HVAC maintenance and repair services. The On-Call Agreement will provide for regularly scheduled preventive maintenance services and urgent repairs of HVAC with manufacturer's warranties and specifications at all City-operated facilities. Staff recommends extending the term and increasing the total authorized contract amount to ensure the Facilities Department can continue to maintain and service the City's facilities' climate control equipment quickly and keep them operational.

CITY OF ONTARIO
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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. 2 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND WESTERN ALLIED CORPORATION

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Western Allied Corporation**, a **("CORPORATION")**. 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 June 15, 2021. ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to exercise the first option year by extending the term to June 30,2025 and increase the compensation amount by $600,000 for a new total not-to-exceed contact amount of $2,160,000. If the City desires to exercise the second option year, the total not-to-exceed amount will be $2,760,000**.**

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.1.2, 3.7.19 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.2 Term. The term of this Agreement shall be from **July 1, 2024** to **June 30, 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 one (1) 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."

"3.2.1 Compensation. 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 Million One Hundred Sixty Thousand Dollars ($2,160,000)** without written approval of City's Manager. If the City desires to exercise the second option year, the total not-to-exceed amount will be **Two Million Seven Hundred Sixty Thousand Dollars ($2,760,000).** 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 C is hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

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. 2.

3.4 Severability. If any portion of this Amendment No. 2 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. 2 TO MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND WESTERN ALLIED CORPORATION

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

WESTERN ALLIED CORPORATION

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

ATTACHMENT "A"

COMPENSATION

Option Year 1: FY 2024 – 25 In the amount of $600,000 for an agreement total not-to-exceed amount of $2,160,000

Option Year 2: FY 2025 – 26 In the amount of $600,000 for an agreement total not-to-exceed amount of $2,760,000

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Courtney Jones Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 19

SUBJECT: A WATER PURCHASE AND STORAGE LETTER AGREEMENT BETWEEN THE CITY OF ONTARIO AND WESTERN MUNICIPAL WATER DISTRICT

RECOMMENDATION: That the City Council approve and authorize the City Manager or designee to execute a Water Purchase and Storage Letter Agreement with Western Municipal Water District (Western Water), located in Riverside, California, for the sale of 3,000 acre-feet of existing groundwater in the Chino Basin in the amount of $2,331,000.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The recommended Agreement would generate $2,331,000 in revenue for the Water Operating Fund. There is no fiscal impact to the General Fund.

BACKGROUND & ANALYSIS: The proposed Water Purchase and Storage Letter Agreement with Western Water, a neighboring water retailer, presents a mutually beneficial opportunity. Under this Agreement, the City will sell 3,000 acre-feet of stored groundwater, will continue to hold the groundwater in the City's storage account on behalf of Western Water, and will bring in additional revenues to the Water Fund.

In 1978, the Chino Basin Judgment (Judgment) established regulations for managing the Chino Groundwater Basin (Chino Basin). This includes granting water retailers, such as the City of Ontario, annual groundwater production rights. The Judgment also permits for the accumulation of under-utilized groundwater rights as stored groundwater reserves. Over the decades, the City diligently built up these groundwater reserves to ensure a reliable water supply for its growing community.

Through strategic agreements and careful management, the City amassed a substantial groundwater reserve of approximately 123,000 acre-feet in the Chino Basin. This was accomplished through both unproduced groundwater entitlement and collaborative efforts with neighboring agencies. This has enabled the City to not only meet its current water needs but also prepare for

future demands.

In Fiscal Year 2022-23, the City's annual groundwater production right amounted to 29,400 acre-feet. After meeting its production needs, the excess entitlement of 8,400 acre-feet was designated as stored groundwater reserves. The City's plans for these groundwater reserves include sustaining its growth, fulfilling regional replenishment obligations, and considering potential water sales.

Discussions with Western Water highlighted an opportunity for the proposed sale of 3,000 acre-feet of stored groundwater. After an assessment of anticipated water needs, it was determined that the sale would not compromise the City's ability to meet its future needs.

This collaboration not only provides financial benefits to the City but also fosters regional cooperation in water resource management. By leveraging its surplus reserves, the City reinforces its commitment to sustainable water stewardship while meeting the evolving needs of its residents and partners.

CITY OF ONTARIO
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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

Scott Burton
City of Ontario
1425 S. Bon View Avenue
Ontario, CA 91761

Craig D. Miller
Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518

Re: 2024 Water Purchase and Storage Letter Agreement Between the City of Ontario and Western Municipal Water District

This Water Purchase and Storage Letter Agreement ("Agreement") shall serve as a binding contract between the City of Ontario ("Ontario") and Western Municipal Water District ("Western Water") (together, the "Parties") for the purchase, sale, and storage of 3,000 acre-feet of existing groundwater (the "Water") in the Chino Groundwater Basin (the "Chino Basin"). The Parties understand and acknowledge that the Chino Basin is managed by the Chino Basin Watermaster ("Watermaster") pursuant to a stipulated judgment (as entered by the Court and subsequently amended), as well as various court orders and agreements. Among other things, Watermaster regulates and accounts for storage capacity and water held in storage in the Chino Basin.

Western Water hereby agrees to purchase the Water currently stored in the Chino Basin from Ontario for $2,331,000. Western Water shall remit payment to Ontario within 30 days of execution of this Agreement. Once Western Water's full payment is received, the Parties agree the Water purchase is complete, the Water shall be owned fully and solely by Western Water, and Ontario shall no longer have any rights in the Water.

Ontario agrees to hold the purchased Water in Ontario's local storage account on Western Water's behalf until such time as Western Water elects to sell, transfer, or otherwise use the Water and notifies Ontario of the same. Western Water shall be permitted to use the Water for any lawful use, in Western Water's discretion. This Agreement shall terminate upon the mutual written agreement of the Parties, or upon the effective date of Western Water's use of all of the Water, whichever occurs first.

Western Water acknowledges that the Water will continue to be subject to losses accounted for by Watermaster for the length of time the Water remains in Ontario's storage account and Western Water will bear the cost of those losses.

For the duration of this Agreement, representatives of Ontario and Western Water will convene by December of each year. At this meeting Ontario will provide Western Water with an update on the accounting of the Water, and the Parties will discuss other opportunities to purchase water, as applicable.

General Provisions:

1. Dispute Resolution – In the event a dispute arises between the Parties relating to this Agreement, the Parties shall first attempt to resolve the disagreement through an informal dispute resolution process. A Party shall initiate the informal dispute resolution process by transmitting written notice to the other Party, setting forth the nature and extent of the dispute, and requesting that the Parties engage in informal dispute resolution, first by way of discussions among the staffs of the two agencies and, if resolution cannot be reached, through elevating the matter to each agency's elected officials. In the event the Parties have not reached a mutually satisfactory resolution within thirty (30) calendar days following the date of a staff initial informal dispute resolution meeting, either Party may pursue other available remedies.

2. Indemnity – Each Party ("Indemnitor") hereby agrees to defend, indemnify and hold free and harmless the other Party ("Indemnitee") and its elected and appointed officials, officers, employees, agents and volunteers from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected with Indemnitor's obligations and activities under this Agreement. No provisions of the Agreement shall in any way limit the extent of the responsibility of Ontario or Western Water for payment of damages resulting from its own actions or the actions of any of its contractors.

3. Severability – If any section or portion of this Agreement or the application thereof to any Party is for any reason held invalid, it shall be deemed severable, and the validity of the remainder of the Agreement shall not be affected thereby.

4. Assignment or Transfer of Agreement – Ontario shall not assign or otherwise transfer this Agreement or any interest or obligation herein without Western Water's prior written consent, which consent shall not be unreasonably withheld. Any attempt to do so without Western Water's consent shall be null and void, and any assignee or transferee shall acquire no right or interest by reason of such attempted assignment or transfer. Unless specifically stated to the contrary in Western Water's written consent, any assignment or transfer shall not release or discharge Ontario from any duty or responsibility under this Agreement.

5. Execution in Counterparts – This Agreement may be executed in counterparts, each of which will be considered an original, and all of which shall constitute the Agreement.

CITY OF ONTARIO

_____
Scott Ochoa, City Manager

_____
Date

WESTERN MUNICIPAL WATER DISTRICT

_____
Craig D. Miller, General Manager

_____
Date

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Recreation & Community Services Prepared By: Danielle Guevara Staff Member Presenting: Nicholas S. Gonzalez, Recreation & Community Services Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 19

SUBJECT: PROCLAMATION OF MAY 18, 2024 AS KIDS TO PARKS DAY

RECOMMENDATION: That the City Council proclaim May 18, 2024 as Kids to Parks Day in the City of Ontario.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: There is no direct fiscal impact associated with the approval of this report.

BACKGROUND & ANALYSIS: Kids to Parks Day is a national day of outdoor play celebrated annually on the third Saturday of May in partnership with the National Park Trust. The National Park Trust is a 501(c) 3 non-profit organization with a mission to "preserve parks today and create park stewards for tomorrow." This year marks the 14th anniversary of Kids to Parks Day. The day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters. The goal is to broaden children's appreciation for nature and the outdoors.

In Ontario, the Recreation & Community Services Department will celebrate Kids to Parks Day by providing specialized programming at six park locations. These programs provide a great opportunity for Ontario residents to get outside and create fun family experiences. Residents are encouraged to visit multiple park locations throughout the City to learn about the City's park system and enjoy park amenities and services. The following parks will have specialized programming in celebration of Kids to Parks Day on Saturday, May 18, 2024:

- Celebration Park North: Located at 4980 South Celebration Avenue, activities will be held from 9AM - 11AM
- Vineyard Park: Located at 1400 East Sixth Street, activities will be held from 10AM - 12PM
- Veterans Memorial Park: Located at 1257 East D Street, activities will be held from 11AM – 1PM
- Anthony Munoz Hall of Fame Park: Located at 1240 West Fourth Street, activities will be held from 12PM - 2PM

- Ontario Town Square: Located at 224 North Euclid Avenue, activities will be held from 1PM - 3PM
- Bon View Park: Located at 1010 South Bon View Avenue, activities will be held from 2PM - 4PM

Participants are encouraged to visit each park location to receive a specialized giveaway. Residents can find more information about this event and all other programs, classes, and activities by following the Recreation & Community Services Department on social media or by visiting www.OntarioCA.gov/Recreation.

PROCLAIMING MAY 18, 2024 AS
KIDS TO PARKS DAY IN THE CITY OF ONTARIO

WHEREAS, May 18, 2024, is the fourteenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

WHEREAS, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Ontario, California; and

WHEREAS, the City of Ontario, California recognizes the benefits derived from parks and recreation resources for the children in Ontario.

NOW THEREFORE, BE IT RESOLVED BY THE ONTARIO CITY COUNCIL that May 18, 2024 is recognized as Kids to Parks Day in the City of Ontario, California.

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **PUBLIC HEARING**
Department: Engineering Prepared By: Craig Cruz Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 21

SUBJECT: **A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION TO DESIGNATE PORTIONS OF D STREET, PLUM AVENUE, CHERRY AVENUE AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE**

RECOMMENDATION: That the City Council conduct a Public Hearing and adopt a Resolution to designate portions of D Street, Plum Avenue, Cherry Avenue, and Sultana Avenue as a residential permit parking zone for the benefit of adjacent residences.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations within General Fund for nominal administrative costs related to signage production and installation.

BACKGROUND & ANALYSIS: During the past year, many changes have been introduced to Downtown Ontario. These enhancements to Downtown are several years in the making; coordinated efforts by the City done in conjunction with work by private developers. These changes include: The "C" Block (the east side of Euclid Avenue between C Street and D Street) which is under construction with 145 residential units and 6,000 square feet of retail space. A new Fire Station under construction at the southwest corner of D Street and Sultana Avenue. The University of La Verne's expansion of their downtown presence, with the introduction of the School of Health to their campus. Entitlements that have been approved for the "D" Block (east side of Euclid Avenue between D Street and E Street for 109 units and 4,500 square feet of retail space). Development Plans being discussed for the "A" Block (northeast corner of Euclid Avenue and Holt Boulevard). A new parking structure that is approved and ready for permitting on the former University of La Verne and City of Ontario employee parking areas.

These projects are opportunities to infuse additional vibrancy into Downtown Ontario by bringing new businesses and residents into the area; thus, contributing to an 18-hour day Downtown district. As part of this path of progress, many issues require coordination between the construction, daytime and work activities, as well as with residents, students and patrons of the Downtown. Communication and public noticing have been important components of this coordination. City Staff has reached out to the University of La Verne students and faculty, City employees, local businesses, and residents to communicate the plans for the area and identify parking areas available for use during this construction

period.

During this period of time, the City has identified a number of vehicles that park for extended periods in and around City Hall, with vehicles stationary for days at a time. Staff has also observed an increase in trash being thrown out of vehicles onto the street parkways. To try and encourage the turnover of vehicles within Downtown and reduce the negative impacts of the extended parking, the City has posted and begun enforcement of one, two, and four-hour parking areas. Initially, the implementation of these areas was done through courtesy notices, and noticing, but the City has since moved to enforcement through ticketing of non-compliant vehicles.

While many have adjusted and are adhering to the new parking provisions, residents in the neighborhood near D Street and Sultana Avenue contacted City Staff with concerns regarding non-resident vehicles parking within their neighborhood. Residents have stated that they have difficulty finding parking in neighborhoods and have observed litter in the parkway adjacent to non-resident vehicles. Because of the safety and quality of life concerns, Staff evaluated the proposed permit parking zone and observed most of the non-resident vehicles parking in the neighborhood coming from non-residents, most notably from the University of La Verne. Municipal Code Section 4-6.1305 states that permit parking zones can be considered if the vehicles causing on-street parking concerns are non-resident vehicles.

On April 16, 2024, the City Council, at its regular meeting, adopted Resolution No. 2024-021 declaring the City's intent to designate portions of D Street, Plum Avenue, Cherry Avenue, and Sultana Avenue as a residential permit parking zone for the benefit of adjacent residences and to setting the date, time, and place for this public hearing. Appropriate notice of intention to designate a residential permit parking zone has been posted. Additionally, an announcement of this Public Hearing was published in the Inland Valley Daily Bulletin prior to this meeting and the full text of said adopted Resolution has been made available in the Records Management Department.

City Staff notified residents in the vicinity of the proposed permit parking area. Exhibit "A" illustrates the notification area and the proposed permit area.

The Resolution, if adopted, would authorize the installation of parking district signs allowing exclusive parking for the residents of D Street, Plum Avenue, Cherry Avenue, and Sultana Avenue. Permits will be issued at City Hall for up to 3 vehicles registered to the owners with an authorized address. The permits will be in the form of a placard, and they will be free of charge. A photo identification with the address and a document such as a utility bill will be required for proof of residency.

Signage will be properly placed in the neighborhoods that will define the limits and restrictions of the parking permit zones. Prior to the installation and enforcement of the permit zones, City Staff will continue to work with residents and the University of La Verne on the transition to residential permit parking. Once City Staff has determined that a general consensus with the neighborhood is achieved, implementation of this program will proceed. Implementation is expected to begin in Summer 2024.



CITY OF ONTARIO

CITY OF ONTARIO

EXHIBIT "A"

PROPOSED PERMIT PARKING DISTRICT

N

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE DESIGNATION OF PORTIONS OF D STREET, PLUM AVENUE, CHERRY AVENUE, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE.

WHEREAS, the City Council of the City of Ontario, California, did on the 16th day of April 2024 adopt a Resolution of Intent, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PERTAINING TO DESIGNATING PORTIONS OF D STREET, PLUM AVENUE, CHERRY AVENUE, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE AND TO SET THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING.

WHEREAS, notice of the date, time, and place of hearing any and all persons interested in, or objecting to, the proposed permit parking zone has been published and posted in the manner prescribed by law; and

WHEREAS, a hearing on the proposed designation was duly and regularly held by said City Council at the time and place specified in said Resolution of Intention, and the said Council has determined that said locations, as described in said Resolution of Intention, are qualified for a permit parking zone; and

WHEREAS, the City Council found:

1. That such zone is necessary to provide reasonably available and convenient parking for the benefit of the adjacent residences;
2. That the proposed zone is desirable to encourage the use of carpooling;
3. That the proposed zone is desirable to enhance or protect the quality of life in the area of the proposed zone;
4. That the proposed zone will tend to encourage nonresident vehicles to park in off-street parking facilities; and

WHEREAS, the City Council considered:

1. Whether nonresident vehicles do or may substantially and regularly interfere with the use by or for the benefit of adjacent residences of a majority of available public street parking spaces in the proposed permit parking zone, and whether such interference occurs at regular and significant intervals;
2. Whether nonresident vehicles driven or parked in the proposed permit parking zone are a source of unreasonable litter, noise, traffic hazards, environmental pollution, or devaluation of real property in the area of the proposed permit parking zone;
3. Whether the occupants of adjacent residences in the proposed permit parking zone desire its establishment;

4. Whether a shortage of residential-related parking spaces exists in the area of the proposed permit parking zone;
5. Whether an alternative solution is feasible or practical; and

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

SECTION 1. That pursuant to Section 4-6.1305 of the City of Ontario Municipal Code, the following locations are established as a permit parking zone: (see Exhibit “A”)

SECTION 2. That the City Clerk of the City of Ontario, California, shall cause a copy of this Resolution to be recorded in the office of the County Recorder of San Bernardino, California.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of May 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL 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 Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 7, 2024 by the following roll call vote, to wit:

AYES: MAYOR/COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held May 7, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)


F ST
F ST
EUCLID AVE
CHERRY AVE
E ST
MONTEREY AVE
PLUM AVE
D ST
LEMON AVE
SULTANA AVE
LYNN HAVEN CT
C ST
CHERRY AVE
NOCTA ST
B ST
EUCLID AVE
LEMON AVE
PLUM AVE
SIERRA CT
SULTANA AVE
PLEASANT AVE
HOLT BLVD
LEGEND
PROPOSED PERMIT PARKING ZONE
CITY OF ONTARIO
EXHIBIT "A"
PROPOSED PERMIT PARKING DISTRICT
N

CITY OF ONTARIO *Agenda Report* **May 7, 2024**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Financial Services Prepared By: Jennifer Schaefer Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Doreen Nunes Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 22

SUBJECT: **RESOLUTIONS AUTHORIZING A LOAN AGREEMENT, A PURCHASE AND SALE AGREEMENT FOR LAND PARCELS AND OTHER RELATED DOCUMENTS BETWEEN THE CITY OF ONTARIO AND THE ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY**

RECOMMENDATION: That the City Council and Ontario Industrial Development Authority take the following actions:

A. Consider and adopt a Resolution authorizing the execution and delivery of a loan agreement, a purchase and sale agreement for land parcels and other related documents in connection with providing a loan on behalf of the City's investing funds to the Ontario Industrial Development Authority for the purpose of releasing restrictive covenants imposed by the United States Federal Aviation Administration on certain properties owned by the City and to be purchased by the Authority.
B. That the Board of Directors of the Ontario Industrial Development Authority consider and adopt a Resolution authorizing the execution and delivery of a loan agreement, a purchase and sale agreement for land parcels and other related documents in connection with borrowing money from the lending funds of the City for the acquisition of real property from the City for the purpose of releasing restrictive covenants imposed by the United States Federal Aviation Administration on certain properties owned by the City and to be purchased by the Authority.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner

FISCAL IMPACT: The City will issue a loan to the Ontario Industrial Development Authority in an amount not-to-exceed $55,000,000 with an annual interest rate of 4.30%. The loan will be funded from the available fund balance of the City's Internal Service Funds and will be repaid upon the sale of the properties. The expenditure and revenue budget will be included in the next quarterly budget update for Fiscal Year 2023-24.

BACKGROUND & ANALYSIS: Between 1994 to 2011, the City of Ontario used Airport Improvement Program (AIP) funds to acquire a number of residential properties that were adversely impacted by noise from operations at Ontario International Airport (ONT). Some of that property was acquired with grants given to the Los Angeles World Airports (LAWA), the former sponsor of ONT, and some of that property was acquired with AIP grants made directly to the City, as a non-sponsor. All of the acquisitions were part of the Ontario International Airport Part 150 Noise Compatibility Program, also known as the "Quiet Home Program." The City has previously disposed of some of the property for redevelopment with compatible land uses but retains 226 parcels as noise land, which are referred to collectively as the "Properties." None of the Properties are owned by the Ontario International Airport Authority (OIAA).

The City intends to sell the Properties to the Ontario Industrial Development Authority ("Authority"). To accomplish the sale and transfer of the Properties, there is presented a Purchase and Sale Agreement whereby the Authority will purchase the described Properties from the City. In connection with the sale of the Properties, the City will require the Authority to execute a Grant Deed with Covenants, Conditions, Restrictions and Reservation of Certain Rights and Easements in the form the City has used in prior disposals to ensure that future development of the Properties is compatible with ONT operations.

As required by 49 U.S.C. § 47107(c)(2)(A)(1), the City will convey the Properties to the Authority at fair market value as determined by an independent appraisal applying the appraisal principles.

Some of the Properties were acquired with AIP grants to LAWA with local match funds provided by LAWA. 49 U.S.C. § 47107(c)(4) specifies that the Secretary shall give priority to reinvesting disposal proceeds in eligible projects by the airport sponsor. Because the OIAA is the successor to LAWA, the City will transfer the full 2024 appraised value of those properties to OIAA upon closing, pursuant to Sponsor Assurance 31, to allow OIAA to reinvest the proceeds in an eligible project. The City will provide a table identifying which of the Properties were purchased with AIP grants to LAWA, together with the 2024 appraised value of each property, when it disburses the sale proceeds.

Some of the Properties were acquired with AIP grants to the City with local match funds provided by LAWA. Non-Sponsor Assurance 20 provides that the federal portion of the disposal proceeds will be paid to the Secretary for deposit in the Trust Fund or reinvested in an approved noise compatibility project. The actual grant agreement contains slightly different language and requires that such proceeds shall be refunded to the AIP Trust Fund or reinvested in an approved project pursuant to Federal Aviation Administration (FAA) instructions. Because the language of these two documents provides ambiguous and somewhat conflicting instructions, the City will transfer 80% of the 2024 appraised value of those Properties to OIAA with direction that it should await further instruction from the FAA as to the use of the funds for an approved project.

The remaining 20% of the sale price of the Properties that were acquired with grants to the City was paid by LAWA. Therefore, the City will reimburse 20% of the 2024 appraised value of those Properties to OIAA, as successor to LAWA.

The City expects to close the disposal transaction by June 4, 2024, at which time it will disburse the

disposal proceeds as discussed above unless the FAA directs otherwise.

In order to make the loan to the Authority, the City will use the Internal Service Funds, Pension Benefits Fund (the "Purchasing Fund") to make the Loan under a Loan Agreement, as the making of the Loan by the Purchasing Fund will constitute an investment of such fund, in that the investment will be the purchase of an obligation of a local agency as described in Section 53601(a) of the California Government Code, and the City Council will need to find that the obligation is for a term of less than 5 years, and the purchase of the obligation will not interfere with the cash flow needs of the Purchasing Fund for the term of the investment. With respect to the City's prudent investment requirement, the Authority ensures that it fully intends to honor the covenants and obligations under the Loan Agreement. Additionally, the City will need to determine that the Loan is an activity which is appropriate for investment of the Purchasing Fund and that payment under the Loan Agreement herein described shall be made from said fund, and that the Loan is an appropriate exercise of the powers of the Authority.

The loan to the Authority will be repaid to the lending funds upon the sale of the Properties.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING EXECUTION AND DELIVERY OF A LOAN AGREEMENT, A PURCHASE AND SALE AGREEMENT FOR LAND PARCELS AND OTHER RELATED DOCUMENTS IN CONNECTION WITH PROVIDING A LOAN ON BEHALF OF ITS INVESTING FUNDS WITH THE ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY, THE SALE OF REAL PROPERTY AND CERTAIN OTHER ACTIONS RELATING THERETO

WHEREAS, Between 1994 to 2011, the City of Ontario (the "City") used Airport Improvement Program ("AIP") funds to acquire a number of residential properties that were adversely impacted by noise from operations at Ontario International Airport ("OIA"). Some of that property was acquired with grants given to Los Angeles World Airports ("LAWA"), the former sponsor of OIA, and some of that property was acquired with AIP grants made directly to the City, as a non-sponsor. All of the acquisitions were part of the Ontario International Airport Part 150 Noise Compatibility Program, also known as the "Quiet Home Program." The City has previously disposed of some of the property for redevelopment with compatible land uses but retains 226 parcels as noise land, which are referred to collectively as the "Properties;" and

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City") hereby determines that it is in the best interests of the City to increase the supply of industrial and commercial properties (the "Project"), by providing financing to the Ontario Industrial Development Authority (the "Authority") for the release of restrictive covenants imposed by the United States Federal Aviation Administration on the Properties under the terms of a Loan Agreement (the "Loan Agreement") by and between the City, on behalf of its City Pension Benefits Fund (the "Purchasing Fund"); and

WHEREAS, the City, in order to accomplish the Project, wishes to enter into the Loan Agreement, hereinafter more particularly described, and that certain other action be taken and authorized, and that the payments thereunder will be made to the Purchasing Fund with any excess going to the general fund of the City; and

WHEREAS, the City has determined that the unallocated reserves of the Purchasing Fund may be used to make the Loan under the Loan Agreement, as the making of the Loan by the Purchasing Fund will constitute an investment of such fund, in that the investment will be the purchase of an obligation of a local agency as described in Section 53601(a) of the California Government Code, the obligation is for a term of less than 5 years, and the purchase of the obligation will not interfere with the cash flow needs of the Purchasing Fund for the term of the investment; and

WHEREAS, the City has determined that the Project is an activity which is appropriate for investment of the Purchasing Fund and that payment under the Loan

Agreement herein described shall be made from said fund, and that the Project is an appropriate exercise of the powers of the Authority; and

WHEREAS, to accomplish the sale and transfer of the Properties, there is presented a Purchase and Sale Agreement whereby the Authority will purchase the described Properties from the City; and

WHEREAS, as part of its purpose to reuse the Properties, a portion of the funds transferred under the Loan Agreement will be transferred to the Ontario International Airport Authority (OIAA) for the purpose of assembling additional parcels; and

WHEREAS, this City Council has determined that the financing terms presented by the Purchasing Fund are acceptable and that it is in the best interest of the City that the financing terms presented by the Purchasing Fund be accepted.

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

SECTION 1. Approval of Financing. The City hereby approves the Project subject to the terms and conditions of this Resolution.

SECTION 2. Approval of Financing Documents. The City Council hereby approves the Loan Agreement and Promissory Note attached thereto in the respective forms on file with the City Clerk, together with such additions thereto and changes therein as Special Counsel shall deem necessary, desirable, or appropriate, the execution of which by the Mayor, City Manager or Executive Director of Finance shall be conclusive evidence of the approval of any such additions and changes. The Mayor, the City Manager, or the Executive Director of Finance are hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest to the final form of each of the foregoing documents and agreements for and in the name and on behalf of the City. The City Council hereby authorizes the delivery and performance of each of the foregoing documents and agreements.

SECTION 3. Financing Terms; Investment. The financing terms presented by the Purchasing Fund are approved as follows: maximum principal amount of financing is $55,000,000.00; the interest rate with respect to the financing is 4.30% and maximum term for the financing is 5 years.

SECTION 4 Purchase and Sale Agreement. The transfer of Properties to the Authority under the terms of the Purchase and Sale Agreement in the form on file with the City Clerk, together with such additions thereto and changes therein as the City Attorney shall deem necessary, desirable, or appropriate, the execution of which by the Mayor, City Manager or Executive Director of Finance shall be conclusive evidence of the approval of any such additions and changes. The Mayor, the City Manager, or the Executive Director of Finance are hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest to the final form of each of the foregoing

documents and agreements for and in the name and on behalf of the City. The City Council hereby authorizes the delivery and performance of the foregoing document.

SECTION 5. Other Acts. The City Manager, the Executive Director of Finance and the other officers and staff members of the City are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents, which in consultation with the staff and Special Counsel they may deem necessary or advisable in order to consummate the Project, or otherwise to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 6. Effective Date. This Resolution shall take effect upon adoption.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of May, 2024.

_____
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 Resolution No. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held May 7, 2024 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held May 7, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY, OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING EXECUTION AND DELIVERY OF A LOAN AGREEMENT, A PURCHASE AND SALE AGREEMENT FOR LAND PARCELS AND OTHER RELATED DOCUMENTS IN CONNECTION WITH THE ACQUISITION OF REAL PROPERTY FROM THE CITY AND CERTAIN OTHER ACTIONS RELATING THERETO

WHEREAS, Between 1994 to 2011, the City of Ontario (the "City") used Airport Improvement Program ("AIP") funds to acquire a number of residential properties that were adversely impacted by noise from operations at Ontario International Airport ("OIA"). Some of that property was acquired with grants given to Los Angeles World Airports ("LAWA"), the former sponsor of OIA, and some of that property was acquired with AIP grants made directly to the City, as a non-sponsor. All of the acquisitions were part of the Ontario International Airport Part 150 Noise Compatibility Program, also known as the "Quiet Home Program." The City has previously disposed of some of the property for redevelopment with compatible land uses but retains 226 parcels as noise land, which are referred to collectively as the "Properties"; and

WHEREAS, the Board of Directors (the "Board") of the Ontario Industrial Development Authority (the "Authority") hereby determines that it is in the best interests of the City to acquire certain properties for assembly and disposition to increase the availability of industrial and commercial businesses in the City (the "Project"), for the release of restrictive covenants imposed by the United States Federal Aviation Administration on the Properties to be purchased by the Authority under the terms of a Loan Agreement (the "Loan Agreement") by and between the City, on behalf of its City Pension Benefits Fund (the "Purchasing Fund"); and

WHEREAS, the Authority, in order to accomplish the Project, wishes to enter into a Loan Agreement, between the City, on behalf of its Purchasing Fund, and the Authority, hereinafter more particularly described, and that certain other action be taken and authorized and that Loan Agreement ; and

WHEREAS, to accomplish the sale and transfer of the Properties, there is presented a Purchase and Sale Agreement whereby the Authority will purchase the described properties of the Project from the City; and

WHEREAS, as part of its purpose to reuse the Properties, a portion of the funds transferred under the Loan Agreement will be transferred to the Ontario International Airport Authority (OIAA) for the purpose of assembling additional parcels; and

WHEREAS, this Board has determined that the financing terms presented to the Authority by the Purchasing Fund are acceptable and that it is in the best interest of the Authority that the financing terms presented by the Purchasing Funds be accepted.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

SECTION 1. Approval of Financing. The Board hereby approves the financing of the Project subject to the terms and conditions of this Resolution.

SECTION 2. Approval of Financing Documents. The Board hereby approves the Loan Agreement and Promissory Note attached thereto in the respective forms on file with the Secretary, together with such additions thereto and changes therein as Special Counsel shall deem necessary, desirable, or appropriate, the execution of which by the Executive Director or Chief Financial Officer shall be conclusive evidence of the approval of any such additions and changes. The President, the Executive Director, of the Chief Financial Officer are hereby authorized and directed to execute, and the Secretary is hereby authorized and directed to attest to the final form of each of the foregoing documents and agreements for and in the name and on behalf of the Authority. The Board hereby authorizes the delivery and performance of each of the foregoing documents and agreements.

SECTION 3. Financing Terms. The financing terms presented to the Authority by the Purchasing Funds are approved as follows: maximum principal amount of financing is $55,000,000.00; maximum interest rate with respect to the financing is 4.30% and maximum term for the financing is 5 years.

SECTION 4. Purchase and Sale Agreement. The transfer of Properties to the Authority under the terms of the Purchase and Sale Agreement in the form on file with the Board Secretary, together with such additions thereto and changes therein as the Authority Counsel shall deem necessary, desirable, or appropriate, the execution of which by the President, Executive Director or Chief Financial Officer shall be conclusive evidence of the approval of any such additions and changes. The President, Executive Director or Chief Financial Officer are hereby authorized and directed to execute, and the Board Secretary is hereby authorized and directed to attest to the final form of each of the foregoing documents and agreements for and in the name and on behalf of the Authority. The Board hereby authorizes the delivery and performance of the foregoing document.

SECTION 5. Other Acts. The Executive Director and the Chief Financial Officer and the other officers and staff members of the Authority are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents, which in consultation with the staff and Special Counsel they may deem necessary or advisable in order to consummate the Project, or otherwise to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 6. Effective Date. This Resolution shall take effect upon adoption.

The Secretary of the Ontario Industrial Development Authority shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 7th day of May, 2024

_____
PAUL S. LEON, PRESIDENT

ATTEST:

_____
SHEILA MAUTZ, SECRETARY

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, Secretary of the Ontario Industrial Development Authority, DO HEREBY CERTIFY that foregoing Resolution No. 2024- was duly adopted by the Board of Directors of said Authority and was approved by the President of said Authority at a regular meeting of said Board held May 7, 2024 by the following roll call vote, to wit:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

_____
SHEILA MAUTZ, SECRETARY

(SEAL)

The foregoing is the original of Resolution No. 2024- duly passed and adopted by the Ontario Industrial Development Authority at their regular board meeting held May 7, 2024.

_____
SHEILA MAUTZ, SECRETARY

(SEAL)

LOAN AGREEMENT
(Airport Parcels)

Dated as of May ____, 2024

between

CITY OF ONTARIO, on behalf of its Lending Funds
a municipal corporation

and

ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY,
a California industrial development authority

LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement") is dated as of May ____, 2024, by and between the CITY OF ONTARIO, on behalf of its Lending Funds, a municipal corporation ("City"), and the ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY, a California industrial development authority ("Authority"). Authority and City are sometimes referred to in this Agreement individually as "Party" and collectively as "Parties."

RECITALS

This Agreement is entered into with reference to the following recitals of fact ("Recitals") that Authority and City believe to be true, as of the date each Party executes this Agreement:

A. Pursuant to California Industrial Development Financing Act (the "IDA Act") being Government Code Section 91520 et seq., the Authority is engaged in activities necessary to stimulate economic growth within the City.

B. The Authority wishes to acquire several parcels owned and maintained by the City and subject to use restriction under the provisions of several grants received from the Federal Aviation Administration of the United States of America. Such parcels are listed in Exhibit B attached hereto and referred to herein as the "Property."

D. The Authority is in the process of acquiring the Property and has sought financial assistance from the City in the form of a loan from the City in the amount not to exceed Fifty-Five Million Dollars ($55,000,000.00) in order to facilitate the Authority's acquisition of the Property.

E. Pursuant to the IDA Act the Authority may borrow money or accept financial or other assistance from public agencies in connection with its purposes.

F. The City desires to assist the Authority with financing of the Authority's redevelopment projects.

G. The City and the Authority desire to enter into this Agreement in order for the City to provide financial assistance to the Authority in the form of a loan not to exceed Fifty-Five Million Dollars ($55,000,000.00)pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Authority and the City, the Parties agree as follows:

ARTICLE I

EFFECTIVE DATE.

Section 1.1 Effective Date of Agreement. This Agreement is dated May ____, 2024 for reference purposes only. This Agreement shall not become legally effective or binding until the date on which all of the following are true ("Effective Date"):

1.1.1 This Agreement is executed by the authorized representative of the Authority and delivered to the City; and

1.1.2 This Agreement is executed by the authorized representative of the City and delivered to the Authority.

ARTICLE II

TERMS REGARDING CITY LOAN TO AUTHORITY.

Section 2.1 City Loan to Authority; Loan Amount. Within five (5) business days after the Effective Date, the City shall loan to the Authority the sum Fifty-Five Million Dollars ($55,000,000.00) ("Loan Amount") in immediately available funds.

Section 2.2 Use of Loan Amount. The Loan Amount shall be used by the Authority for the sole purpose of acquiring the Property.

Section 2.3 Authority Repayment of Loan Amount. The Authority agrees to repay the Loan Amount, with interest calculated at the rate of 4.30% per annum. Interest shall be calculated on the basis of 360-day year consisting of twelve thirty-day months. Principal and accrued interest thereon shall be payable immediately and in full upon the sale or transfer of the Property to an unrelated party. Or, if the Property is subject to a lease, then the Authority shall pay interest accrued on each March 1 and September 1, and the principal shall be payable pursuant to an amortization schedule to be added to this Loan Agreement. Additionally, payments due hereunder shall be secured by a Promissory Note attached to this Agreement as Exhibit A and incorporated into this Agreement by this reference.

ARTICLE III

GENERAL TERMS.

Section 3.1 Notices and Demands. All notices or other communications required or permitted between the Authority and the City under this Agreement shall be in writing, and may be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by telecopier, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express), addressed to the Parties at the addresses provided in this Section 3.1, subject to the right of either Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the second (2nd) business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by telecopier or courier service (e.g., Federal Express), shall be deemed given upon receipt of the same by the Party to whom the notice is given.

If to the Authority: Ontario Industrial Development Authority
303 East B Street
Ontario, California 91764
Attention: Executive Director
Telephone: (909) 395-2000

If to the City: City of Ontario
303 East B Street
Ontario, California 91764
Attention: City Manager
Telephone: (909) 395-2000

Section 3.2 Time Is Of The Essence. Time is of the essence in the performance of the Parties' obligations under this Agreement.

Section 3.3 No Third Party Beneficiaries. This Agreement is expressly declared to be for the sole benefit of the Parties hereto. No other person or entity not a signatory to this Agreement shall have any rights or causes of actions against any Party to this Agreement because of that Party's entry into this Agreement.

Section 3.4 Assignment. The City may not assign any of its rights or obligations under this Agreement without the prior express written consent of the Authority, which may be given or withheld in the Authority's sole and absolute discretion.

Section 3.5 Failure to Strictly Enforce Not a Waiver. Failure by any Party to this Agreement to insist upon the strict performance of any provision of the Agreement or at any one or more times shall not be deemed to constitute a waiver of that Party's right to insist upon strict performance of that or any other provision of this Agreement on future occasions. No alleged waiver of any right afforded to any Party under this Agreement shall be effective unless in writing.

Section 3.6 Attorneys' Fees. In the event that any action or proceeding is commenced by either Authority or City against the other to interpret or enforce any provision of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the non-prevailing Party, in addition to all other relief to which the prevailing Party may be entitled, the prevailing Party's reasonable attorneys' fees and litigation costs, as established by a court of law. Recoverable costs and fees shall include those incurred on appeal and in the enforcement of any judgment.

Section 3.7 Amendments and Modifications. This Agreement may be amended only by a written document, duly subscribed by the Parties hereto.

Section 3.8 Counterparts. This Agreement may be executed in two (2) counterpart originals, each of which shall be deemed to be an original, but, when taken together, shall constitute one and the same instrument.

Section 3.9 Determination of Public Benefit. By its entry into this Agreement, the City has determined that the provision of the Loan as set forth in this Agreement is in the best interest of the health, safety, and welfare of the City's residents. The City Council of the City has found and determined that assisting in the funding of the acquisition of the Property provides a significant public benefit to the City by strengthening the City's land use and social structure and by contributing to the economic prosperity of the Project Area.

[Signature page follows]

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

Dated: _____, 2024

ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY, a public body, corporate and politic

By: _____
_____
Executive Director

ATTEST:

By:_____
Authority Secretary
Ontario Industrial Development Authority

APPROVED AS TO LEGAL FORM:
BEST BEST & KRIEGER LLP

By:_____
Authority Counsel
Ontario

-Signature Page-
Loan Agreement

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

Dated: _____, 2024

CITY OF ONTARIO, a California municipal corporation

By: _____
_____
City Manager

ATTEST:

By:_____
City Clerk
City of Ontario

APPROVED AS TO LEGAL FORM:
BEST BEST & KRIEGER LLP

By:_____
City Attorney
City of Ontario

-Signature Page-
Loan Agreement

EXHIBIT A
TO
LOAN AGREEMENT

Promissory Note

[Attached Behind This Page]

ONTARIO
UNSECURED PROMISSORY NOTE

_____, 2024

FOR VALUE RECEIVED, this Unsecured Promissory Note is dated as of _____, 2024 ("Promissory Note") and evidences an indebtedness of the Ontario Industrial Development Authority, a public body, corporate and politic ("Maker"), to the City of Ontario, a California municipal corporation ("Holder"). For value received, Maker hereby promises to pay to the order of Holder, at such address as Holder shall designate, the Loan Amount (as defined in the Agreement), with interest, in accordance with the terms of this Promissory Note.

1. **Loan Agreement**. The rights and obligations of Maker and Holder under this Promissory Note are made with respect to that certain agreement entitled "Loan Agreement" dated _____, 2024 by and between Maker and Holder ("Agreement"), as approved by Resolution Number _____ of Maker, dated _____, 2024 and Resolution Number _____ of Holder, dated _____, 2024. The terms and provisions of the Agreement are incorporated into this Promissory Note by this reference. All initially capitalized terms used but not otherwise defined in this Promissory Note shall have the meaning ascribed to them in the Loan Agreement.

2. **Secured Obligation**. The Maker's obligations under this Promissory Note shall be secured by a deed of trust and assignment of rents.

3. **Repayment of Promissory Note**. Maker shall pay to the order of Holder the Loan Amount, with interest accruing at a rate of 4.30 percent (4.30%) per annum, as follows:

3.1 Maker promises to pay to the order of Holder the Loan Amount, with interest, upon the transfer, sale or conveyance of the Property ("Maturity Date"). The entire unpaid balance of the Loan Amount shall be immediately due and payable upon the Maturity Date, and Maker shall tender to Holder such amount on or before the Maturity Date.

3.2 All payments due hereunder are payable in lawful money of the United States in same day funds. The Loan Amount may be prepaid, in whole or in part, at any time and from time to time without penalty or premium.

3.3 The entire unpaid balance of the Loan Amount shall be due and payable, prior to the Maturity Date upon Maker's material breach any of the obligations of this Promissory Note or the Agreement ("Event of Default").

3.4 Maker's obligation to pay the unpaid principal balance of the Loan Amount shall be limited to the available funds of Maker which are not otherwise encumbered as of the date of this Promissory Note.

4. **Assignment**. Holder shall have no power to transfer or assign its right to receive any payment under this Promissory Note, unless Maker has first granted written approval to Holder for such a proposed assignment, in the Maker's sole and absolute discretion.

5. **Severability**. The unenforceability or invalidity of any provision or provisions of this Promissory Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other person or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

6. **Governing Law**. The validity, interpretation and performance of this Promissory Note shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles.

7. **Jurisdiction and Venue**. The Holder and the Maker acknowledge and stipulate that the obligation hereunder was entered into in the County of San Bernardino, California. Any legal action or proceeding to interpret, enforce, or which in any way arises out of this Promissory Note shall be instituted and prosecuted in the appropriate court in the County of San Bernardino, California. Holder and Maker expressly waive, to the maximum legal extent, any legal right either Party may have to have such action or proceeding transferred to or prosecuted in any other court or jurisdiction.

8. **Amendments and Modifications.** This Promissory Note may be amended or modified only in writing signed by the Holder and the Maker.

9. **Time of the Essence**. Time is of the essence of this Promissory Note.

[Signatures on Following Page]

SIGNATURE PAGE
TO
ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY
UNSECURED PROMISSORY NOTE

MAKER:

ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY,
a public body, corporate and politic

By: _____

_____
Executive Director

Date: _____

ATTEST:

By: _____
Authority Secretary
Ontario

APPROVED AS TO LEGAL FORM:
BEST BEST & KRIEGER LLP

By: _____
Authority Counsel
Ontario

EXHIBIT B

PROPERTY DESCRIPTION

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made and entered into as of _____, 2024 ("Effective Date"), by and between the CITY OF ONTARIO, a California municipal corporation ("**Seller**"), and the CITY OF ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY ("**Buyer**") who hereby agree as follows:

1. Purchase and Sale of Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller each of the properties set forth on Exhibit A, attached hereto, together with all improvements located thereon, (the "**Properties**"), subject to the terms and conditions set forth herein

2. Purchase Price.

(a) The purchase price for the Properties ("**Purchase Price**") shall be Fifty Five Million Dollars ($55,000,000.00).

(b) The Purchase Price shall be paid as follows:

(i) Within three (3) days following the Effective Date, Seller and Buyer shall open an escrow in connection herewith ("**Escrow**") at _____ ("**Escrow Holder**"), and Buyer shall deposit into Escrow the amount of Five Hundred Dollars ($500.00) ("**Initial Deposit**") in cash or other immediately available funds.

(ii) On or before the Closing, if this Agreement has not been earlier terminated, Buyer shall deposit into Escrow cash or other immediately available funds in the amount of the balance of the Purchase Price, less any credits due Buyer hereunder (the "**Closing Amount**"). The Closing Amount shall be applied towards the Purchase Price at the Closing.

3. [Reserved].

4. Title to the Properties. At the Closing, Seller shall cause to be conveyed to Buyer fee simple title to the Properties by one or more duly executed and acknowledged grant deed(s) substantially in the form attached hereto as **Exhibit B** and incorporated herein by this reference (the "**Deed(s)**"). As used in this Agreement, Closing (the "**Closing**") shall be deemed to occur upon the recording of the Deed(s).

5. Seller's Deliveries. Within five (5) days following the Effective Date, Seller shall deliver to Buyer any and all materials related to the Properties in Seller's possession or control, or to which Seller has access such as surveys, Phase 1 or Phase II reports, plans, geotechnical or soils reports or any other pertinent information that relates to the use, occupancy, zoning or control of the Properties (collectively, the "**Seller's Deliveries**"). Seller shall deliver a Natural Hazards Disclosure Report with Seller's Deliveries.

6. Conditions to Seller's Obligations. Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction of each of the following conditions:

(a) Buyer shall not be in default under this Agreement.

(b) Each representation and warranty made in this Agreement by Buyer shall be true and correct in all material respects at the time as of which the same is made and as of the Close of Escrow.

7. Conditions Precedent to Closing. The following are conditions precedent to Buyer's obligation to purchase the Properties (the "**Conditions Precedent**"). The Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing in Buyer's sole and absolute discretion. In the event any Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion, terminate this Agreement, and recover any documents delivered to Escrow Holder pursuant to this Agreement.

(a) Buyer's inspection, review and approval, of all of the following:

(i) The physical characteristics and condition of the Properties (including without limitation the condition of the soils);

(ii) Seller's Deliveries; and,

(b) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement and all of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

8. LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTIES PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE EARNEST MONEY HAVE BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389. FURTHERMORE, THE PAYMENT AND RETENTION OF SUCH DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 AND 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON BUYER'S DEFAULT, SELLER MAY INSTRUCT ESCROW HOLDER TO CANCEL THE ESCROW, AND PROMPTLY UPON RECEIPT OF SAID INSTRUCTIONS, ESCROW

HOLDER SHALL (i) CANCEL THE ESCROW, (ii) PAY ALL OF ESCROW HOLDER'S CHARGES FROM THE DEPOSIT, AND (iii) DISBURSE TO SELLER THE DEPOSIT PURSUANT TO THIS SECTION 8.

INITIALS: Seller _____ Buyer _____

9. Escrow; Closing, Prorations.

(a) Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase contemplated hereby. Seller and Buyer shall execute such supplemental Escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement, provided such supplemental Escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to time. In the event of any conflict between the provisions of this Agreement and any supplementary Escrow instructions signed by Buyer and Seller, the terms of this Agreement shall control.

(b) The Closing shall take place (the "**Closing Date**") on or before the date that is [thirty (30) days following the Effective Date of this Agreement,] or as may be extended as provided below.

(c) At or before the Closing, Seller shall deliver to Escrow Holder the following:

(i) the duly executed and acknowledged Deed(s) for the Properties (Exhibit B);

(ii) a duly executed affidavit that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 in the form attached as **Exhibit C** and incorporated herein by this reference together with a duly executed non-foreign person affidavit and evidence that Seller is exempt from the withholding obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131;

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Seller have been duly authorized and executed on behalf of Seller and constitute valid and binding obligations of Seller.

(iv) any other documents which the Escrow Holder may reasonably require from Seller in order to close Escrow which do not increase Seller's liability or obligations hereunder;

(v) a closing statement in form and content satisfactory to Buyer and Seller (the "**Closing Statement**") duly executed by Seller; and

(vi) any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(d) At or before the Closing, Buyer shall deliver to Escrow Holder or Seller the following:

(i) the Closing Statement, duly executed by Buyer;

(ii) the Closing Amount; and

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Buyer have been duly authorized and executed on behalf of Buyer and constitute valid and binding obligations of Buyer.

(e) Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Properties in accordance with the terms hereof.

(f) The following are to be paid by Buyer or Seller or apportioned as of the Closing Date, as follows:

(i) Costs and expenses of Escrow incurred in this transaction shall be paid as follows:

(1) Seller is a public entity and exempt from all sales, use and documentary transfer taxes;

(2) Seller and Buyer shall each pay one-half (1/2) of the Escrow fees;

(3) Seller and Buyer are each public entities and exempt from recording fees, and any city or county transfer taxes due;

(4) all other costs of escrow shall be paid equally by Buyer and Seller.

(ii) The provisions of this Section 9(f) shall survive the Closing.

10. Representations, Warranties and Covenants of Seller. As of the date hereof and again as of Closing, Seller represents and warrants to Buyer as follows:

(a) Seller is a public entity, duly organized, validly existing and in good standing under the laws of the State of California. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller, are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms. Seller has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) There are no representations, agreements, arrangements, or circumstances, oral or written, between the parties relating to the subject matter contained in this Agreement that are not fully expressed in the Agreement, and Seller has not made and does not make any representation or warranty concerning any matter or thing affecting or relating to the Properties, including but not limited to any of their fitness for a particular use, physical condition, or any other matter; and

(c) Subject to Seller's representations and warranties contained herein, Buyer's election to purchase the Properties will be based upon and will constitute evidence of Buyer's independent investigation of the Properties, its use, development potential and suitability for Buyer's intended use, including (without limitation) the following: the feasibility of developing the Properties for the purposes intended by Buyer and the conditions of approval for any subdivision map; the size and dimensions of the Properties; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Properties; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Properties; any surface, soil, subsoil, fill or other physical conditions of or affecting the Properties, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Properties; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Properties for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "**Permits**"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Properties; and all of the matters concerning the condition, use, development or sale of the Properties. Seller will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Properties by Buyer.

11. Possession. Possession of the Properties shall be delivered to Buyer on the Closing Date free of any occupant or property not being conveyed to Buyer as provided hereunder.

12. Seller's Cooperation with Buyer. At no cost to Seller, Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer, with regard to the fulfillment of any Condition Precedent. Seller hereby authorizes Buyer and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

13. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the

date of such transmission is not a business day or if such transmission is made after 5:00 p.m. on a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to Seller: CITY OF ONTARIO
303 Ease B. Street
Ontario, CA
_____
Phone: _____
Email: _____

With a copy to: _____
_____
_____
_____
Phone: _____
Email: _____

If to Buyer: _____
_____
_____
_____
Phone: _____
Email: _____

With a copy to: Best Best & Krieger LLP
Attn: Ruben Duran
3390 University Ave
Riverside, CA 95202
Phone: (916) 325-4000
E-Mail: ruben.duran@bbklaw.com

To Escrow Holder: _____
Attn: _____
_____
_____
Phone: _____
Email _____

(b) Successors and Assigns. Buyer shall have the right to assign this Agreement to any entity .

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Construction. Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between Buyer and Seller.

(g) Merger of Prior Agreements. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(h) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a "business day" shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, than the last date for such performance shall be extended to the next occurring business day.

(i) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(k) Exhibits. All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(l) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(m) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than each other.

(n) Brokers. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Properties.

(o) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(p) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(q) Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

SELLER:

CITY OF ONTARIO, a California municipal corporation

By:_____

_____

Date: _____

BUYER:

CITY OF ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY

By:_____

Date: _____

APPROVED AS TO FORM

BEST BEST & KRIEGER, LLP

By: _____
Ruben Duran, City Attorney for City of Ontario

EXHIBIT A

LIST OF THE PROPERTIES

Those certain real properties located in the County of San Bernardino, referred to by the following Assessor Parcel Numbers:

1.	1049-121-01	36.	1049-123-02	71.	1049-151-36
2.	1049-151-04	37.	1049-123-03	72.	1049-151-38
3.	1049-123-01	38.	1049-123-04	73.	1049-161-02
4.	1049-123-29	39.	1049-123-05	74.	1049-161-03
5.	1049-182-03	40.	1049-123-06	75.	1049-161-05
6.	1049-121-03	41.	1049-123-07	76.	1049-161-09
7.	1049-121-04	42.	1049-123-08	77.	1049-161-15
8.	1049-121-05	43.	1049-123-09	78.	1049-182-04
9.	1049-121-06	44.	1049-123-10	79.	1049-182-05
10.	1049-121-09	45.	1049-123-11	80.	1049-191-05
11.	1049-121-10	46.	1049-123-12	81.	1049-191-06
12.	1049-121-13	47.	1049-123-13	82.	1049-191-07
13.	1049-121-14	48.	1049-123-16	83.	1049-191-08
14.	1049-121-15	49.	1049-123-17	84.	1049-191-09
15.	1049-121-18	50.	1049-123-18	85.	1049-191-11
16.	1049-121-19	51.	1049-123-19	86.	1049-191-12
17.	1049-121-20	52.	1049-123-20	87.	1049-191-15
18.	1049-121-21	53.	1049-123-21	88.	1049-191-16
19.	1049-121-23	54.	1049-123-22	89.	1049-191-17
20.	1049-121-24	55.	1049-123-23	90.	1049-191-18
21.	1049-121-25	56.	1049-123-24	91.	1049-191-19
22.	1049-122-07	57.	1049-123-25	92.	1049-191-20
23.	1049-122-08	58.	1049-123-26	93.	1049-191-21
24.	1049-122-09	59.	1049-123-27	94.	1049-191-22
25.	1049-122-10	60.	1049-151-09	95.	1049-192-03
26.	1049-122-11	61.	1049-151-11	96.	1049-192-04
27.	1049-122-12	62.	1049-151-26	97.	1049-192-05
28.	1049-122-14	63.	1049-151-27	98.	1049-192-06
29.	1049-122-17	64.	1049-151-29	99.	1049-192-09
30.	1049-122-18	65.	1049-151-30	100.	1049-192-12
31.	1049-122-19	66.	1049-151-31	101.	1049-194-02
32.	1049-122-20	67.	1049-151-32	102.	1049-194-03
33.	1049-122-21	68.	1049-151-33	103.	1049-194-04
34.	1049-122-22	69.	1049-151-34	104.	1049-194-05
35.	1049-122-23	70.	1049-151-35	105.	1049-194-06

106. 1049-194-08
107. 1049-194-09
108. 1049-194-11
109. 1049-194-16
110. 1049-194-17
111. 1049-194-18
112. 1049-194-19
113. 1049-194-22
114. 1049-194-25
115. 1049-194-26
116. 1049-194-27
117. 1049-195-02
118. 1049-195-03
119. 1049-195-04
120. 1049-195-05
121. 1049-195-06
122. 1049-195-07
123. 1049-195-08
124. 1049-195-09
125. 1049-195-10
126. 1049-195-11
127. 1049-195-12
128. 1049-195-13
129. 1049-195-16
130. 1049-195-17
131. 1049-195-18
132. 1049-195-19
133. 1049-195-20
134. 1049-195-21
135. 1049-195-22
136. 1049-195-23
137. 1049-195-24
138. 1049-195-25
139. 1049-195-26
140. 1049-195-27
141. 1049-196-04
142. 1049-196-05
143. 1049-196-06
144. 1049-196-07
145. 1049-196-08
146. 1049-196-09
147. 1049-196-10
148. 1049-196-11
149. 1049-196-12
150. 1049-121-02
151. 1049-122-06
152. 1049-122-16
153. 1049-123-14
154. 1049-123-15
155. 1049-123-28
156. 1049-151-07
157. 1049-151-28
158. 1049-161-23
159. 1049-191-01
160. 1049-191-13
161. 1049-191-14
162. 1049-192-11
163. 1049-194-01
164. 1049-194-14
165. 1049-194-15
166. 1049-194-28
167. 1049-195-01
168. 1049-195-14
169. 1049-195-15
170. 1049-195-28
171. 1049-196-13
172. 1049-121-11
173. 1049-121-12
174. 1049-151-06
175. 1049-182-01
176. 1049-182-02
177. 1049-182-06
178. 1049-121-07
179. 1049-121-08
180. 1049-151-02
181. 1049-151-13
182. 1049-151-24
183. 1049-151-25
184. 1049-151-37
185. 1049-161-04
186. 1049-161-06
187. 1049-161-07
188. 1049-161-13
189. 1049-161-14
190. 1049-161-22
191. 1049-192-07
192. 1049-192-08
193. 1049-194-29
194. 1049-122-26
195. 1049-151-40
196. 1049-192-15
197. 1049-161-10
198. 1049-161-12
199. 1049-151-23
200. 1049-161-16
201. 1049-161-17
202. 1049-362-05
203. 1049-362-07
204. 1049-363-01
205. 1049-363-02
206. 1049-363-06
207. 1049-363-07
208. 1049-364-02
209. 1049-372-04
210. 1049-372-03
211. 1049-372-01
212. 1049-372-06
213. 1049-372-11
214. 1049-382-01
215. 1049-382-02
216. 1049-392-01
217. 1050-141-04
218. 1049-451-03
219. 1049-451-08
220. 1049-371-06
221. 0113-342-17
222. 0113-342-32
223. 0113-342-02
224. 0113-342-19
225. 0113-342-31

226. 0113-342-03

EXHIBIT B

LEGAL DESCRIPTIONS OF THE PROPERTIES

[To be provided prior to Closing]

EXHIBIT C

FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO, AND
MAIL TAX STATEMENTS TO:

[buyer address or attorney]

A.P.N.: _____ (Space Above Line for Recorder's Use Only)

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX $___**0**_____; CITY TRANSFER TAX $___**0**_____; SURVEY MONUMENT FEE $ ____**0**____

[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[X] unincorporated area; [**X**] City of **Ontario**, and

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383. The undersigned declares that this Grant Deed is exempt from Documentary Transfer Tax pursuant to Revenue and Taxation Code Section 11922.]

GRANT DEED

FOR VALUE RECEIVED, CITY OF ONTARIO, a California municipal corporation ("**Grantor**"), hereby grants to THE CITY OF ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY ("**Grantee**"), all that certain real property situated in the County of San Bernardino, State of California, described in Exhibit A, attached hereto and incorporated herein by reference (the "**Property**").

:

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 20__.

GRANTOR:

CITY OF ONTARIO, a California municipal corporation

By: Exhibit Only Do Not Execute _____

Name: _____

Its: _____

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20___, from **CITY OF ONTARIO, a California municipal corporation**, to THE CITY OF ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY, a municipal corporation, is hereby accepted by the undersigned officer on behalf of THE CITY OF ONTARIO INDUSTRIAL DEVELOPMENT AUTHORITY, pursuant to the authority conferred by Resolution No. _____, adopted by the City Council of the City of Ontario on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20___ _____

By _____

EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

This form is provided so that the Buyer and/or Seller in this transaction can certify compliance with the Foreign Investment in Real Property Tax Act to the Escrow Agent and/or Buyer. Buyer ("**Transferee**") must retain a copy of this document until after the fifth taxable year following the transfer.

Section 1445 of the Internal Revenue Code of 1986, as amended ("**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the Properties and not the disregarded entity. To inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned hereby certifies the following on behalf of _____ ("**Transferor**"):

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder).

2. The Transferor is not a disregarded entity as defined in Income Tax Regulation Section 1.1445-2(b)(2)(iii).

3. The Transferor's U.S. employer or tax identification number is _____.

4. The Transferor's office address is: _____ The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date:_____, 20__

TRANSFEROR:

_____

By:_____

Name: _____

Its: _____