CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
JUNE 17, 2025

City Hall
303 East B Street, Ontario, CA 91764

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

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

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

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

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

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

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

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

ACCOMMODATIONS

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

ORDER OF BUSINESS

The regular City Council and Housing Authority meeting begins with 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)*

ROLL CALL

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

CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the Council/Housing Authority meeting is 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: 1048-566-07; 301 North Euclid Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Overland Direct Inc.; Under negotiation: Price and terms of payment

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APNS :1053-521-01, 1053-521-02, 1053-591-01, 1053-591-02, 1053-601-01, 1054-051-01, 1054-051-02, 1054-061-01, 1054-061-02, 1054-251-01, 1054-251-02, 1054-301-01, 1054-301-02; 14389 East Edison Avenue, 7511 East Eucalyptus Avenue, 7388 East Eucalyptus Avenue, 7280 East Eucalyptus Avenue, 7566 East Eucalyptus Avenue, 7634 East Eucalyptus Avenue, 0 East Eucalyptus Avenue, 0 South Bon View Avenue, 0 East Merrill Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: County of San Bernardino; Under negotiation: Price and terms of payment.

GC 54957.6, CONFERENCE WITH LABOR NEGOTIATORS
City Negotiator: City Manager or his designees; Bargaining Units: Association of Ontario

Management Employees (AOME), Department Heads, Executives, and Confidential Group.

ATTACHMENT: 20250617 Closed Session

PLEDGE OF ALLEGIANCE

Mayor pro Tem Wapner

INVOCATION

Pastor Richard Hernandez, The Church of God

REPORT ON CLOSED SESSION

City Attorney

SPECIAL CEREMONIES

TWENTY-FIFTH ANNUAL MODEL COLONY AWARDS

That the City Council present the 2025 "Model Colony" Awards for Historic Preservation

ATTACHMENT: 20250617 File No. PHP25-008 Model Colony Awards ^ PC Back-up.pdf

PUBLIC COMMENTS 6:30 P.M.

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

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

AGENDA REVIEW/ANNOUNCEMENTS

The City Manager will go over all updated materials and correspondence received after the Agenda was distributed to ensure Council Members have received them. He will also make any necessary recommendations regarding Agenda modifications or announcements regarding Agenda items to be considered.

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT CALENDAR

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

---

1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of May 20, 2025, and approving same as on file in the Records Management Department.

ATTACHMENT: 20250520 Meeting Minutes (Not Official Until Approved).docx

2. BILLS & PAYROLL

Bills May 16, 2025 through May 29, 2025, and Payroll May 4, 2025 through May 17, 2025.

3. ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICT NOS. 1, 2, 3, AND 4 FOR FISCAL YEAR 2025-26

That the City Council adopt:

A. Resolution ordering the preparation of the Assessment Engineer's Reports for proceedings for the annual assessment levy within Ontario Parkway Maintenance Assessment District (OPMAD) Nos. 1, 2, 3, and 4;
B. Resolution approving the Assessment Engineer's Reports for the annual levy of assessments within OPMAD Nos. 1, 2, 3, and 4; and
C. Resolution for OPMAD Nos. 1, 2, and 3, and a separate Resolution for OPMAD No. 4, declaring the City's intention to provide for an annual levy and collection of assessments for Fiscal Year 2025-26 and set the date of July 15, 2025, for a Public Hearing on each district in accordance with the Landscaping and Lighting Act of 1972.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE PREPARATION OF THE ASSESSMENT ENGINEER'S REPORTS PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR PROCEEDINGS FOR THE ANNUAL ASSESSMENT LEVY WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4 FOR FISCAL YEAR 2025-26.

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

ASSESSMENT ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3, AND 4 FOR FISCAL YEAR 2025-26.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2025-26 IN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, AND 3, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2025-26 IN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICT NO. 4, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

ATTACHMENT: OPMAD Levy^01 Levy Table FY 2025-26.pdf
ATTACHMENT: OPMAD Levy^02 Vicinity Maps.pdf
ATTACHMENT: OPMAD Levy^03 Boundary and Inventory Maps.pdf
ATTACHMENT: OPMAD Levy Reso Ordering Engineer Report 04^RESO^RM
ATTACHMENT: OPMAD Levy Reso Approving Engineer Report 05^RESO^RM
ATTACHMENT: OPMAD Levy Reso Intention to Levy 1 , 2 and 3^06^RESO^RM
ATTACHMENT: OPMAD Levy Reso Intention to Levy 4^07^RESO^RM

4. ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING MAINTENANCE DISTRICT NOS. 1 AND 2 FOR FISCAL YEAR 2025-26

That the City Council consider and adopt:

A. Resolution ordering the preparation of the Assessment Engineer's Reports for proceedings for the annual assessment levy within Street Lighting Maintenance District (SLMD) Nos. 1 and 2;
B. Resolution approving the Assessment Engineer's Reports for the annual levy of assessments within SLMD Nos. 1 and 2; and
C. Resolution for each district declaring the City's intention to provide for an annual levy and collection of assessments for Fiscal Year 2025-26 and set the date of July 15, 2025, for a Public Hearing on each district in accordance with the Landscaping and Lighting Act of 1972.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE PREPARATION OF THE ASSESSMENT ENGINEER'S REPORTS PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR PROCEEDINGS FOR THE ANNUAL ASSESSMENT LEVY WITHIN ONTARIO STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND NO. 2 FOR FISCAL YEAR 2025-26.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ASSESSMENT ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND NO. 2 FOR FISCAL YEAR 2025-26.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2025-26 IN ONTARIO STREET LIGHTING MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2025-26 IN ONTARIO STREET LIGHTING MAINTENANCE DISTRICT NO. 2, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

ATTACHMENT: SLMD Levy^01 Levy Table FY 2025-26.pdf
ATTACHMENT: SLMD Levy^02 Vicinity Maps.pdf
ATTACHMENT: SLMD Levy^03 Boundary & Inventory Maps.pdf
ATTACHMENT: SLMD Levy Reso Ordering Engineer Report^04^RESO^RM
ATTACHMENT: SLMD Levy Reso Approving Engineer Report^05^RESO^RM
ATTACHMENT: SLMD Levy Reso Intention to Levy SLMD 1 06^RESO^RM
ATTACHMENT: SLMD Levy Reso Intention to Levy SLMD 2 07^RESO^RM

5. CONSOLIDATED PLAN FOR 2025-29, THE ASSESSMENT OF FAIR HOUSING FOR 2025, AND ONE-YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG"), HOME INVESTMENT PARTNERSHIPS ("HOME"), AND EMERGENCY SOLUTIONS GRANT ("ESG") PROGRAMS FOR FISCAL YEAR 2025-26

That the City Council take the following actions:

A. Approve the Consolidated Plan for 2025-29 that includes the Assessment of Fair Housing for 2025 and One-Year Action Plan for Fiscal Year 2025-26 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 Consolidated Plan for 2025-29, One-Year Action Plan for Fiscal Year 2025-26, and Subrecipient Agreements.

ATTACHMENT: EXHIBIT A.pdf
ATTACHMENT: AFH Draft_2.28.2025_.pdf
ATTACHMENT: _00 Draft 2025-29 Con Plan_OYAP_20250617

6. **A CONSTRUCTION AGREEMENT WITH R&R B, INC., DBA SERVPRO OF CHINO/CHINO HILLS, CA FOR EMERGENCY ON-CALL BOARD UPS AND ABATEMENTS**

That the City Council award, approve and authorize the City Manager, or his designee, to execute a three-year construction agreement with R&R B, Inc., DBA Servpro of Chino/Chino Hills, CA, for a non-to-exceed amount of $100,000 per year and not-to exceed amount of $300,000 for the initial term of the agreement, consistent with the approved budget for each respective year.

ATTACHMENT: ServPro Agreement.pdf
ATTACHMENT: Servpro_Final-ONATRIO_ON_CALL_BOARD_UP_AND_ABATEMENT.pdf

7. **A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT WITH STG COMMUNITIES II, LLC**

That the City Council adopt a Resolution to Authorize the Execution of an Amended and Restated Acquisition and Funding Agreement between the City and STG Communities II, LLC to provide for the acquisition of completed public infrastructure facilities constructed by STG Communities II, LLC with the Community Facilities District (CFD) No. 42 (West Haven) special tax bond proceeds.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT WITH STG COMMUNITIES II, LLC

ATTACHMENT: CFD 42 - West Haven Reso Authorizing Amended and Restated Acquisition and Funding Agreement 01^RESO^RM
ATTACHMENT: CFD 42 - West Haven^02 Amended and Restated Acquisition Agreement.pdf

8. **A GOODS AND SERVICES AGREEMENT WITH SLIM'S KEY SHOP FOR KEY AND LOCK SERVICES AT VARIOUS CITY FACILITIES**

That the City Council authorize the City Manager, or his designee, to execute a sole source Goods and Services Agreement with Slim's Key Shop, of Rancho Cucamonga, California, for key and lock services at various City facilities for a total not-to-exceed contract amount of $375,000 for up to five (5) years.

ATTACHMENT: Agreement Slim's Key Shop.pdf

9. **AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH APPLIANCE SOLUTIONS, DBA MR. APPLIANCE FOR MAINTENANCE AND REPAIR SERVICES OF APPLIANCES AT VARIOUS CITY LOCATIONS**

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 2 to the Maintenance Services Agreement with Appliance Solutions, LLC, dba Mr. Appliance, of Rancho Cucamonga, California, for maintenance and repair services of appliances at various City locations in the amount of $85,000 for a total not-to-exceed contract amount of $200,000

and authorize the option to extend the Agreement for an additional one-year term.

ATTACHMENT: Mr._Appliance_Amendment_No._2.pdf

10. APPROVE THE PURCHASE OF JANITORIAL SUPPLIES WITH BRADY PLUS

That the City Council authorize the City Manager, or his designee, to approve the purchase of janitorial supplies from Brady Plus, of Ontario, California, in an amount not-to-exceed $340,000 consistent with the terms and conditions of the OMNIA Cooperative Contract No. 152610.

ATTACHMENT: 152610_Waxie_BradyPLUS_Compr_Oper_Janitorial_MA_for_microsite_Redacted-compressed.pdf

ATTACHMENT: 152610_BradyPlus_Pricing_Workbook_Discount_from_List_2024-06-11.pdf

ATTACHMENT: 152610_WAXIE_BradyPlus_AWL_2024_05_21.pdf

11. A MAINTENANCE SERVICES AGREEMENT WITH BAY ALARM COMPANY FOR MONITORING AND MAINTENANCE SERVICES AT VARIOUS CITY FACILITIES

That the City Council authorize the City Manager, or his designee, to execute a sole source Maintenance Services Agreement with Bay Alarm Company, of Los Angeles, California, for monitoring and maintenance services at various City facilities for a total not-to-exceed contract amount of $1,055,007 for up to five (5) years.

ATTACHMENT: Bay Alarm Company - Maintenance Services Agreement.pdf

12. A SOLE SOURCE SERVICE AGREEMENT WITH TABLET COMMAND, LLC. FOR INCIDENT COMMAND TRACKING SOFTWARE

That the City Council authorize the City Manager, or his designee, to execute a Sole Source Agreement for up to five years with Tablet Command, LLC. located in Walnut Creek, California, for the expanded use of the Tablet Command software application, for an amount not-to-exceed $520,421.

ATTACHMENT: Tablet Command Service Agreement.pdf

13. AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN THREAT ASSESSMENT CONSULTING, INC. AND ACCEPTANCE OF GRANT AWARD INCREASE FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY AND THE CALIFORNIA OFFICE OF EMERGENCY SERVICES PROVIDED THROUGH THE FY 2021 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

That the City Council authorize the City Manager, or his designee, to execute:

A. Amendment No. 9 to the Security Cameras, Access Control, Paging/Duress Maintenance Services Agreement with American Threat Assessment Consulting, Inc. (A.T.A.C.) of Rancho Cucamonga, California, increasing the not-to-exceed contract amount to $2,493,963 and extending the term of the agreement to June 30, 2028;
B. All documents necessary to accept additional funding for a sub-grant award in the amount of $41,396 from the U.S. Department of Homeland Security and the California

Office of Emergency Services provided through the FY 2021 Urban Area Security Initiative (UASI) Grant Program, and;

C. Amendment No. 10 to the Security Cameras, Access Control, Paging/Duress Maintenance Services Agreement with American Threat Assessment Consulting, Inc. (A.T.A.C.) of Rancho Cucamonga, California, increasing the not-to-exceed contract amount to $2,535,359 and extending the term of the agreement to June 30, 2030.

ATTACHMENT: ATAC_Amendment_No._9 (1).doc
ATTACHMENT: ATAC_Amendment_10 (1).doc

14. A PROFESSIONAL SERVICES AGREEMENT WITH LAW ENFORCEMENT MEDICAL SERVICES, INC. FOR MEDICAL EVIDENCE COLLECTION SERVICES

That the City Council authorize the City Manager, or his designee, to execute a Professional Services Agreement, through cooperative purchasing, for medical evidence collection services with Law Enforcement Medical Services, Inc., of Fontana, California, for a total not-to-exceed amount of $185,000.

ATTACHMENT: LEMS_2025-26_Agreement.pdf

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A LEASE AGREEMENT WITH SAN DIEGO OUTDOOR ADVERTISING, DBA GENERAL OUTDOORS ADVERTISING

That the City Council adopt a Resolution approving a Lease between the City of Ontario and San Diego Outdoor Advertising dba General Outdoors Advertising; and authorize the City Manager or his designee to execute the Lease and all other documents required for implementation of the Lease.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A LEASE AGREEMENT WITH SAN DIEGO OUTDOOR ADVERTISING, DBA GENERAL OUTDOORS ADVERTISING.

ATTACHMENT: 1 - General Outdoors Lease Exhibit A to Staff Report^01.pdf
ATTACHMENT: 2 - General Outdoors Lease Exhibit B to Staff Report^02.pdf
ATTACHMENT: 3 - General Outdoor Lease 03^RESO^RM
ATTACHMENT: General Outdoor Lease Ex A to Reso^04.docx

PUBLIC HEARINGS

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.

---

16. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA24-004) BETWEEN THE CITY OF ONTARIO,

WARM SPRINGS INVESTMENTS LTD, LHC ONTARIO HOLDINGS, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC

That the City Council introduce and waive further reading of an Ordinance Approving a Development Agreement (File No. PDA24-004) between the City of Ontario, Warm Springs Investments Ltd, LHC Ontario Holdings, LLC, and Richland Ontario Developers, LLC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA24-004, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND, WARM SPRINGS INVESTMENTS LTD, LHC ONTARIO HOLDINGS, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20724 (FILE NO. PMTT24-005) LOCATED AT THE SOUTHEAST CORNER OF EUCALYPTUS AVENUE AND MILL CREEK AVENUE, WITHIN PLANNING AREA 33 OF THE SUBAREA 29 SPECIFIC PLAN (FILE NO. PSPA21-005). (APNS: 1073-171-05, 1073-171-06, 1073-171-07).

ATTACHMENT: File No. PDA24-004_Richland Ontario Developers LLC^01^EXH A&B.pdf
ATTACHMENT: File No. PDA24-004 Richland Ontario Developers LLC 02^ORD^RM.docx
ATTACHMENT: File No. PDA24-004_Richland Ontario Developers LLC^03^DEV^AGR.docx
ATTACHMENT: 20250617 File No. PDA24-004^ PC Back-up.pdf

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

17. KEYS TO COMMUNITY PILOT PROGRAM

That the City Council approve a pilot program launch and direct Staff and legal counsel to draft documents necessary for program operation.

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
June 17, 2025

ROLL CALL: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

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

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1048-566-07; 301 North Euclid Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Overland Direct Inc.; Under negotiation: Price and terms of payment

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN:1053-521-01, 1053-521-02, 1053-591-01, 1053-591-02, 1053-601-01, 1054-051-01, 1054-051-02, 1054-061-01, 1054-061-02, 1054-251-01, 1054-251-02, 1054-301-01, 1054-301-02; 14389 East Edison Avenue, 7511 East Eucalyptus Avenue, 7388 East Eucalyptus Avenue, 7280 East Eucalyptus Avenue, 7566 East Eucalyptus Avenue, 7634 East Eucalyptus Avenue, 0 East Eucalyptus Avenue, 0 South Bon View Avenue, 0 East Merrill Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: County of San Bernardino; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
June 17, 2025
(Continued)

In attendance: Wapner _, Bowman _, Porada _, Macias _, Mayor / Chairman Leon _.

- GC 54957.6, CONFERENCE WITH LABOR NEGOTIATORS
  City Negotiator: City Manager or his designees; Bargaining Units: Association of Ontario Management Employees (AOME), Department Heads, Executives, and Confidential Group.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **SPECIAL CEREMONIES**
Department: Planning Prepared By: Elly Antuna Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No:

SUBJECT: TWENTY-FIFTH ANNUAL MODEL COLONY AWARDS

RECOMMENDATION: That the City Council present the 2025 "Model Colony" Awards for Historic Preservation

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: The Planning Commission, acting as the Historic Preservation Commission, developed the "Model Colony" Awards program to recognize outstanding achievement in the preservation of Ontario's historic resources.

The "Model Colony" Awards are presented by the City Council each spring to coincide with National Historic Preservation Month. On May 20, 2025, the City Council proclaimed the month of May 2025 as "Historic Preservation Month" in the City of Ontario. Four awards will be presented in the categories of preservation. On May 27, 2025, the Planning/Historic Preservation Commission considered each category and chose the following recipients:

Award of Merit: For achievement in the ongoing preservation of a historic resource.

Recipient: **Charles E. Mead House, Kimberly Wingert**

Rehabilitation Award: For achievement in the rehabilitation of a historic resource.

Recipient: **1125 North Campus Avenue, Cindy Cottle**

George Chaffey Memorial Award: For distinguished leadership in the preservation of Ontario's cultural heritage.

Recipient: **Joe Blackstock**

Award of Merit: For achievement in the ongoing preservation of a historic resource.

Recipient: **East Harvard Place, Property Owners of 116-224 East Harvard Place**

PLANNING/HISTORIC PRESERVATION COMMISSION AGENDA REPORT

May 27, 2025

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Email: PlanningDirector@OntarioCA.gov

FILE NO: PHP25-008

SUBJECT: 2025 "Model Colony" Awards

PROPERTY OWNER: N/A

RECOMMENDED ACTION: That the Historic Preservation Commission consider and accept the 2025 "Model Colony" Award nominations.

BACKGROUND: In 2000, the City Council adopted the Model Colony Awards to recognize outstanding efforts to restore, rehabilitate, and preserve Ontario's historic places. This is the twenty-fifth consecutive year that the City has conducted the awards program. The award categories include Restoration, Rehabilitation, John S. Armstrong Landscape, Founder's Heritage Award, George Chaffey Memorial Award, and Merit. Past Model Colony Award recipients included Ontario's schools, churches, single-family residences, multiple-family properties, commercial, and joint public/private preservation projects.

There are 4 nominations this year, including 2 single-family residences, one local history storyteller, and a historic neighborhood. The nominees represent excellence in preservation of the community's heritage. The 2025 Model Colony Awards will be presented to award recipients by the City Council during a special ceremony which has been tentatively scheduled for June 17, 2025.

2025 AWARD NOMINEES: For their outstanding efforts in the field of historic preservation, the nominees are:

Award of Merit: The Charles E. Mead House, 1004 North Euclid Avenue
Award Recipient: Kimberly Wingert

This one-story, single-family residence was constructed in 1920 in the Craftsman architectural style. The home was built for Charles and Rose Mead, owners of the Central Drug Store, by Campbell Construction for a cost of $7,250.00. Mr. Mead served as a member of the Ontario City Council in the 1930s.

Case Planner:	Elly Antuna
Planning Director Approval:	
Submittal Date:	N/A

Hearing Body	*Date*	*Decision*	*Action*
HPSC	5/14/25	N/A	None
PC	5/27/25		Final
CC	6/17/25		Presentation

The Craftsman architectural style is a staple of the Arts and Crafts movement where natural materials, and handcrafted work were seen as a counter-response to the mass-production of the industrial revolution. Gustav Stickley, a furniture maker, is credited with the increased popularity of the Arts and Crafts movement in America during the early twentieth century through his magazine "The Craftsman." The magazine began to publish and sell Craftsman style house plans, initially only the home plans in Stickley's magazine were considered Craftsman homes, but eventually the name was given to the style at large. The Craftsman style was a recognition of the interconnection between artisan and nature. The name of this architectural style comes from the word craftsmanship because of the amount of detail and quality of materials used in their construction. This is evident in many Craftsman style homes where exteriors feature wood shingle siding, decorative exposed beams and multi-pane wood windows. Interiors commonly feature built-in bookshelves and window seats, stained wood trims and prominent fireplaces.

The Charles E. Mead House is located on the northeast corner of Euclid Avenue and J Street within the Euclid Avenue Historic District and exhibits many key character-defining features of the Craftsman architectural style. The residence features a primary, front-facing gable roof with double, side-facing exposed porch gables and wide overhanging eaves. The wraparound porch has a stone wall with a concrete cap, battered (tapered) piers, and square porch posts. Concrete steps lead to the multi-paned front door with sidelights. A set of full-length paired casement windows with a Prairie style grid pattern are on each side of the main entrance. The home is clad in wood shingles arranged in a custom coursed pattern. The remainder of the home continues the elements on the primary façade and features casement multi-pane wood windows, French doors, lattice work and exposed decorative beams at the gable ends. The interior of the home features an open living area and dining room with built-in cabinets, shelves and an elegant fireplace. The interior retains the original trim, millwork and wall sconces and is furnished with antique furniture that is authentic to the Arts and Crafts architectural style. The front and rear yards are landscaped with a mix of mature heritage trees, rose bushes, and native plants. The owner recognizes the importance of nature in the style and intentionally landscaped the property to continue that connection.

The current property owner purchased the home in 1992 and completed numerous projects during that time including upgrades to the electrical and plumbing, installation of new narrow plank wood flooring, window repairs and seismic retrofit. In 2000, the property owner obtained permits to construct an 850 square foot addition, adding 2 bedrooms and 1 bathroom to the side (north elevation) of the house. Special considerations were made to ensure maximum compatibility with the existing residence. The new addition features custom cut composite shingle siding to match the pattern of the original wood siding. The addition continued other elements including wide overhanging eaves, decorative beams at the gable ends, exposed rafter tails, and casement windows with wide wood trim. Through the property owner's outstanding stewardship, this home remains an excellent example of the Craftsman architectural style and a significant Contributor to the Euclid Avenue Historic District.

Rehabilitation Award: 1125 North Campus Avenue
Award Recipient: Cindy Cottle

This single-family residence, situated at the southwest corner of Campus Avenue and Harvard Place, was constructed in the Craftsman Bungalow architectural style in 1912 (est.). The one-story home features a moderately pitched cross gabled roof, with a wide eave overhang, exposed rafters and decorative triangular braces at the gable ends. A scored walkway and concrete steps lead to the multi-paned front door with sidelights. Other elements that are representative of the Craftsman style include horizontal wood siding, hung, fixed and multi-pane ribbon windows, and a charming front porch supported by stone pier with battered posts. The home sits on a rock foundation and is framed by 2 mature Carob trees that are believed to be at least 60 years old.

In 2017, the home was purchased by the current owner with the understanding that the home needed numerous repairs. The property owner made a significant effort to preserve and restore many of the building's original features while upgrading the floor plan and systems to meet modern needs. Interior work included the installation of a new kitchen with full height cabinets, quartz countertops and backsplash tile, original trim and built-ins were refinished, and the bathrooms were remodeled with period appropriate tile and fixtures. The interior floor plan was slightly modified to allow for a more functional design and new flooring was installed throughout. A new roof was installed, and new footings and foundation were constructed. New electrical and plumbing were installed, and the house was connected to the public sewer system, abandoning the original septic system.

Exterior work included new paint, landscaping and the installation of a new pool in the rear yard. The owner designed the pool using river rock and concrete to complement the Craftsman style of the residence. The detached garage was repaired and painted. The front and rear yards were fully landscaped, and a new split rail fence was installed in the front yard. Custom river rock columns with a concrete cap were constructed and installed to mark the entrance of the property. The property owner intentionally sought out a historic property and has made significant investment to uncover this previously hidden gem. The owner has been careful to make sure that any interior changes are sensitive and compatible with the original exterior historic features and has been an excellent steward to this historic resource.

George Chaffey Memorial Award: Joe Blackstock

Joe Blackstock spent 48 years as a news journalist, retiring from the Inland Empire's Daily Bulletin in 2015. Over the past 26 years, Mr. Blackstock has written over 950 columns, many involving Ontario, and continues to write a twice-monthly free-lance local history column that appears in the Daily Bulletin, San Bernardino Sun, Riverside Press-Enterprise, and Redlands Daily Facts. Column topics include the Graber family, the history of the La Deney Drive Historic District and Waldo Waterman, a significant contributor to the City's aviation history. Mr. Blackstock is co-author of the "Witness to a Century: The Inland Valley," a book that examines the history of Inland Valley communities and the elements that contributed to Southern California's growth.

In addition to showcasing and preserving local history through his writing, Joe Blackstock has been an active member of Ontario Heritage. Mr. Blackstock has served as a character actor in the annual Ontario Heritage Cemetery Tour at Historic Bellevue Memorial Park which showcases the local cultural landscape and highlights the lives of people that have made a contribution to the history and development of Ontario. Since 2016, Mr. Blackstock has been on the Ontario Museum Associates volunteer board and currently serves as secretary. The Museum Associates was established in 1996 and supports the Ontario Museum of History & Art's education programs and community events. The Museum Associates fund the docent education program and provide volunteers to help make these programs successful. Mr. Blackstock also volunteers with the San Bernardino County Museum and the Pomona Valley Habitat for Humanity.

The George Chaffey Memorial Award is reserved for distinguished leaders that have made significant contributions to the preservation of Ontario's historic resources and the stories behind those resources. The media can play a vital role in preserving a community's history in several meaningful ways including documenting current events for future generations to reference and highlighting past events that may have otherwise been forgotten. Joe Blackstock is a leader in historic preservation and his contributions have ensured that countless stories are documented, preserved and shared with current and future generations.

Award of Merit: East Harvard Place
Award Recipient: Property Owners of 116-224 East Harvard Place

The College Park Historic District is a well-established, single-family neighborhood that consists of many styles of homes, including Mediterranean, Craftsman Bungalow, Ranch, and French Eclectic Revival. The original tract was from Euclid Avenue to Columbia Avenue, and Fourth Street to Princeton Street. The College Park tract was one of, if not

the first, subdivision to have underground telephone, water, gas and electrical lines, ornamental street lighting, and streets and alleys that were paved and curbed. The College Park neighborhood has been altered very little since the 1920s when most of the homes were built. Many prominent people throughout Ontario's History lived in the College Park tract, but the neighborhood was best known for the amount of teachers that lived there. The homes in College Park are an eclectic collection of architectural styles making this neighborhood truly unique. The Ontario City Council designated College Park as a Local Historic District on July 18, 2000.

There are many benefits to historic district designations including increased property values, neighborhood stability, a strong sense of community pride and a tangible connection to the past. It is also helpful that buyers of homes in historic districts tend to be more intentional. They are willing to pay a premium for an older house because its historic features and amenities have value to them. These buyers are evaluating craftsmanship, materials, and an authentic diversity of styles, all of which provide a neighborhood and home with character. Neighborhood characteristics such as mature street trees, unique light fixtures and sidewalks add to the desirability of these neighborhoods.

The section of Harvard Place within the College Park Historic District (116-224 E. Harvard Place) is one of the most unaltered neighborhoods in the City. The parkways are landscaped with the original alternating street tree pattern of canary island palms and cedar deodars. The original King standard streetlights, scored sidewalks and curbs remain intact. The block features a mix of single and 2-story single-family residences in a variety of architectural styles. Each residence on this block would be worthy of recognition individually, and four properties previously received a Model Colony Award, recognizing the stewardship of the individual property owner. However, it is the collective effort of each property owner that has made this neighborhood truly remarkable. Each individual residence is largely unaltered, retaining their original exterior features such as doors, windows, trim, siding and overall form. Harvard Place is one of the most sought-after neighborhoods in the City, with one current property owner stating they approached several owners on the street until they found one that was willing to sell their property. It is stories like these that make it evident that historic neighborhoods attract a specific owner that is committed to maintaining the neighborhood's character, creating a sense of pride and identity among residents.

COMPLIANCE WITH THE ONTARIO PLAN: The Model Colony Awards Program is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan ("TOP"). More specifically, the goals and policies of TOP that are furthered by the proposed Project are as follows:

(1) <u>City Council Goals</u>.

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

- Focus Resources in Ontario's Commercial and Residential Neighborhoods
- Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

(2) Vision.

Distinctive Development:

- Development Quality: A community that is so well maintained and litter-free that its properties uniformly convey a sense of prosperity that is readily apparent and a symbol of community pride.

Dynamic Stability:

- An appreciation for the "personality and charm" of this community, preserving important characteristics and values even as growth and change occur, all the while retaining a distinctive local feel where people love to be.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.

  - G 1-1. Consistency with Policies. We require that staff recommendations to the City Council be consistent with adopted City Council Priorities (Goals and Objectives) and The Policy Plan.

  - G 1-2. Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.

(4) Policy Plan (General Plan)

Community Design Element:

- Goal CD-1 Image & Identity: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.

  - CD-1.3 Existing Neighborhoods. We require the existing character of viable residential and non-residential neighborhoods be preserved, protected, and enhanced.

- Goal CD-4 Historic Preservation: Historic buildings, streets, landscapes, and neighborhoods, as well as the story of Ontario's people, businesses, and social and

community organizations, have been preserved and serve as a focal point for civic pride and identity.

- CD-4.6 Promotion of Public Involvement in Preservation. We engage in programs to publicize and promote the City's and the public's involvement in preservation efforts.

- CD-4.7 Public Outreach. We provide opportunities for our residents to research and learn about the history of Ontario through the Planning Department, the Ontario Museum of History and Art, and the Robert E. Ellingwood Model Colony History Room.

- Goal CD-5 Protection of Investment: A sustained level of maintenance and improvement of properties, buildings, and infrastructure that protects the property values and encourages additional public and private investments.

- CD-5.4 Neighborhood Involvement. We encourage active community involvement to implement programs aimed at the beautification and improvement of neighborhoods.

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
MAY 20, 2025
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and Housing Authority were held on Tuesday, May 20, 2025 at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Mayor Leon called the joint meetings to order at 6:01 p.m.

ROLL CALL

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

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

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTEREST

Mayor pro Tem Wapner, Council Member Porada, and Council Member Macias announced a conflict with Dietz Towing, Inc. Item No. 19. Pursuant to the law of necessity, straws were drawn to determine the third vote on the item. Council Member Macias drew the smallest straw therefore would be voting on the item.

CLOSED SESSION

Mayor Leon inquired whether persons were present who wished to speak to the Closed Session items. Hearing no one, City Attorney Guiboa announced the matters for discussion as listed on the agenda and recessed to Closed Session at 6:04 p.m. for discussion of the following:

GC 54656.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION Robles, et al. v. City of Ontario et al., Case No. CIVDS2007038

GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION Ruben Valencia v. City of Ontario, Case No. CIVSB2302751

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 Porada.

INVOCATION

Invocation was led by Senior Pastor Gresford Thomas, Ontario Seventh-day Adventist Church.

REPORT ON CLOSED SESSION

Assistant City Attorney Guiboa announced there was no reportable action.

PUBLIC COMMENT

Assistant City Clerk Isbell announced that there was one written communication:
Lory Masonis, regarding Item No. 14 of the consent calendar.

Mayor Leon called upon the first speaker:
Kevin Nelson, spoke in opposition to pickleball courts at Westwind Park.
Roxanna Gracia, District Director for Assemblymember Rodriquez, announced upcoming events.
Karen Haughey, representative for San Bernardino County Board Supervisor, Curt Hagman, announced upcoming events.
Tina Silva, spoke regarding land acknowledgment.
Chris Robles, spoke in support of the Inland Empire Utilities Agency.
Maria Galvan, spoke regarding her personal struggles with the cost of living.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa updated materials to Item No. 24, Exhibit A, a side letter, to the Resolution. He noted that copies were placed at the dais, and were also available for the public.

CONSENT CALENDAR

Public Comment:
Chris Robles, spoke in opposition to Item 14, 16, and 18.

MOTION: Moved by Council Member Bowman, seconded by Council Member Macias and carried by a unanimous vote of 5-0, with Mayor pro Tem Wapner and Council Member Porada recused from Item No. 19 due to a declared conflict of interest.

1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council, Housing Authority, and Public Finance Authority of April 15, 2025, and approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Approved bills April 25, 2025 through May 1, 2025, in the amount of $13,084,981.66, and Payroll April 6, 2025 through April 19, 2025 in the amount of $5,633,038.85.

3. A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH ONYX PAVING COMPANY, INC. FOR THE ATP CYCLE 5 VINE AVENUE AND B STREET BIKE BOULEVARD PROJECT TO INCLUDE SEWER MAIN CONSTRUCTION

The City Council authorized the City Manager, or his designee, to approve Change Order No. 1 to the Construction Contract with Onyx Paving Company, Inc., of Anaheim, California, for the Active Transportation Program (ATP) Cycle 5 Vine Avenue and B Street Bike Boulevard Project to include the construction of a sewer main on Laurel Avenue. The original contract amount was $6,963,000, with a ten percent (10%) contingency of $696,300, for a total not-to-exceed amount of $7,659,300. Change Order No. 1 would add $372,212, plus a ten percent (10%) contingency of $37,212, increasing the contract amount to, $7,335,120, and raises the new total not to exceed contract authorization amount to $8,068,632.

4. A CONSTRUCTION CONTRACT WITH METROCELL CONSTRUCTION, INC. FOR THE MOUNTAIN AVENUE STREET IMPROVEMENTS PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute a Construction Contract with Metrocell Construction, Inc., of Ontario, California, for the Mountain Avenue Street Improvements Project in the amount of $155,516 plus a 10% contingency of $15,552 for a total not-to-exceed contract amount of $171,068; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

5. AGREEMENT WITH THE STATE OF CALIFORNIA FOR STATE HIGHWAY ROUTE 10

The City Council authorized the City Manager, or his designee, to execute a Freeway Agreement with the State of California for the State Highway Route 10 and authorized the City Manager, or his designee, to execute any future amendments

and related documents.

6. AUTHORIZE THE PURCHASE OF FLEET VEHICLES

The City Council took the following actions:

A. Awarded Bid No. 1885 and authorized the purchase and delivery of eight (8) Ford F-150 pick-up trucks in the amount of $341,118 plus a 15% contingency of $51,168 to mitigate any unforeseen issues with supply chain surcharges and manufacturer's price increases, for a total not-to-exceed amount of $392,286 from PFVT Motors, LLC, of Peoria, Arizona; and
B. Awarded Bid No. 1886 and authorized the purchase and delivery of fifteen (15) Ford Escape Sport Utility Vehicles (SUV) in the amount of $420,361 plus a 15% contingency of $63,054 to mitigate any unforeseen issues with supply chain surcharges and manufacture's price increases, for a total not-to-exceed amount of $483,415 from Envision Ford, of Duarte, California.

7. THE 2025 CITY OF ONTARIO LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

The City Council adopted a Resolution approving the “2025 Local Guidelines for Implementing the California Environmental Quality Act (CEQA) for the City of Ontario”, pursuant to the facts and reasons contained in the staff report and attached Resolution.

RESOLUTION NO. 2025-036 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AND ADOPTING THE 2025 LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000 ET SEQ.)

8. AN ORDINANCE AMENDING CHAPTER 25 OF TITLE 5 OF THE ONTARIO MUNICIPAL CODE RELATED TO SHOPPING CARTS

The City Council adopted an Ordinance amending multiple sections of Chapter 25 of Title 5 of the Ontario Municipal Code revising existing shopping cart regulations and providing for more effective management of shopping carts within the City. First reading and introduction took place at a regular meeting on May 6, 2025.

ORDINANCE NO. 3305 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING MULTIPLE SECTIONS OF CHAPTER 25 OF TITLE 5, OF THE ONTARIO MUNICIPAL CODE TO REVISE EXISTING SHOPPING CART REGULATIONS AND PROVIDE FOR MORE EFFECTIVE MANAGEMENT AND CONTROL PRACTICES FOR SHOPPING CARTS WITHIN THE CITY.

9. RECOGNITION OF HISTORIC PRESERVATION MONTH IN THE CITY OF ONTARIO

The City Council proclaimed the month of May 2025 as Historic Preservation Month in the City of Ontario.

10. A GOODS AND SERVICES AGREEMENT WITH MARK CHRISTOPHER CHEVROLET, INC. FOR GMC AND CHEVROLET OEM PARTS AND REPAIRS

The City Council authorized the City Manager, or his designee, to execute a Goods and Services Agreement with Mark Christopher Chevrolet Inc., of Ontario, California, for the purchase of General Motors Truck Company (GMC) and Chevrolet Original Equipment Manufacturer (OEM) parts and repair services for a total contract amount not-to-exceed $500,000 for up to five (5) years.

11. PROFESSIONAL SERVICES AGREEMENTS WITH ALBERT A. WEBB ASSOCIATES AND PLACEWORKS INC. FOR ON-CALL WATER SUPPLY ASSESSMENT SERVICES

The City Council authorized the City Manager, or designee, to execute Professional Services Agreements with Albert A. Webb Associates, of Riverside, California, and PlaceWorks Inc., of Santa Ana, California for technical services pertaining to Water Supply Assessments in the amount of $250,000 per consultant for a total not-to-exceed contract amount of $500,000 within the term of three (3) years from June 16, 2025 through June 16, 2028, with the option to extend the agreements for up to two (2) additional one (1) year terms consistent with City Council approved budgets.

12. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH HMC ARCHITECTS FOR ON-CALL ARCHITECTURAL SERVICES FOR THE MUNICIPAL SERVICES CENTER RELOCATION PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 7 to the Design Services Agreement with HMC Architects, of Ontario, California, to provide on-call architectural, space planning, and engineering services for the Municipal Services Center Relocation project in the amount of $10,653,815 increasing the total not-to-exceed contract amount from $9,281,325 to $19,935,140, and extend the contract term to October 27, 2029; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

13. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH BAY ALARM COMPANY FOR BROADBAND-CONNECTED SECURITY SYSTEMS AT 603 N. EUCLID AVENUE

The City Council authorized the City Manager, or his designee, to execute Amendment No. 12 to the Maintenance Services Agreement with Bay Alarm Company, of Concord, California, to increase the not-to-exceed compensation by $19,750 plus a 10% contingency of $1,975, for a revised contract total of $1,552,272 to add broadband-connected fire and burglar alarm system installation and monitoring services at 603 N. Euclid Avenue.

14. APPROVE CONTRACTS AND AMENDMENTS IN CONNECTION WITH THE CONSTRUCTION OF THE ONTARIO SPORTS EMPIRE

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute 22 Construction Contracts to provide various construction services for Bid No. 1896 - D&C23-022 – Ontario Sports Empire in the amount of $146,097,319 plus a combined contingency of $14,609,731 for a total not-to-exceed contract amount of $160,707,050, and
01 – Earthwork, Asphalt Paving – All American Asphalt: $5,124,118
02 – Concrete: Structural – Gonsalves and Santucci, Inc. dba Conco: $2,760,000
04 – Concrete: South Site Concrete – Bogh Construction, LLC: $11,980,000
05 – Concrete: East Site Concrete – Bogh Construction, LLC: $4,211,000
06 - Masonry – Winegardner Masonry, Inc.: $13,805,000
07 – Structural Steel – Anderson Charnesky Structural Steel, Inc.: $10,869,000
08 – Finish Carpentry – K&Z Cabinet Co., Inc.: $242,420
09 - Painting – Magnum Drywall, Inc.: $1,258,800
10- Roofing, Waterproofing & Sheet Metal – Danny Letner, Inc. dba Letner Roofing Company: $2,443,400
11 – Doors, Frames & Hardware – Star Hardware, Inc.: $979,500
12 - Glazing – Best Contracting Services, Inc.: $400,632
13 – Metal Stud Framing, Insulation, Drywall & Plaster – Superior Wall Systems, Inc.: $2,028,817
14 – Rough Carpentry – Tomahawk Builders, Inc.: $2,411,000
15 - Signage – Fusion Sign: $9,319,498
16 – Food Service – Kitcor Corporation: $2,561,130
17 – General Package A – Bogh Construction, LLC: $20,411,000
19 – Fire Suppression – Pro-Craft Construction: $278,000
20 - Plumbing – Fischer, Inc.: $2,406,704
21 - HVAC – Westland Mechanical: $1,682,000
23 – Site Utilities – ACCO Engineered System, Inc.: $16,977,300
24 – Chain-link & Ornamental Fencing – Econo Fence, Inc.: $12,750,000
25 – Landscape & Irrigation – American Landscape, Inc.: $21,198,000, and
B. The City Council rejected bid from Pacific Structures SC, Inc. as non-

responsive on Bid No. 1896 Ontario Sports Empire – Section 02 Concrete Structural and award the bid to the next lowest responsible bidder, and

C. The City Council rejected the bid protest from JPI Development Group, Inc. against ACCO Engineering System as without merit, and

D. Authorized the City Manager, or his designee, to execute two (2) Construction Contracts to provide various construction services for Bid No. 1900 - D&C23-022 – Ontario Sports Empire in the amount of $76,183,627 plus a combined contingency of $7,618,363 for a total not-to-exceed contract amount of $83,801,990, and 03 – Concrete: North Site Concrete – Griffith Company: $26,262,627 and 18 – General Package B – KYA Services: $49,921,000

E. The City Council rejected the bid protest from Bogh Construction, LLC against KYA as it is without merit, and

F. Authorized the City Manager, or his designee, to execute a Goods and Services Agreement with FieldTurf, Inc., of Encinitas, California, for the purchase and installation of the Ontario Sports Empire turf in the amount of $38,918,399 plus a 10% contingency of $3,891,840 for total not-to-exceed contract amount of $42,810,239, consistent with the terms and conditions of the CMAS Contract Number 4-06-78-0031A, and

G. Authorized the City Manager, or his designee, to execute a Goods and Services Agreement with Kompan, Inc., of Austin, Texas, for the purchase and installation of playground equipment for the Ontario Sports Empire in the amount of $8,881,770 plus a 10% contingency in the amount of $888,177 for a total not-to-exceed contract amount of $9,769,947, consistent with the terms and conditions of the OMNIA Contract Number 201701135, and

H. Authorized the City Manager, or his designee, to execute a Goods and Services Agreement with Key Code Media, Inc., of Burbank, California, for the purchase and installation of the media wall and screens for the Ontario Sports Empire in the amount of $9,231,833 and a contingency amount of $923,000 for a total not-to-exceed contract amount of $10,154,833, consistent with the terms and conditions of the OMNIA Contract Agreement Number 2019.001407, and

I. Authorized the City Manager, or his designee, to execute Amendment No. 3 to the Design Services Agreement with RJM Design Group, of San Juan Capistrano, California, for on-call landscape architectural services for the Ontario Sports Empire in the amount of $1,787,129, increasing the total not-to-exceed contract amount from $1,240,575 to $3,027,704, and

J. Authorized the City Manager or his designee, to execute Amendment No. 6 to the Professional Services Agreement with Tilden-Coil Constructors, Inc., of Riverside, California, to provide construction management multi-prime services for all facets of the Ontario Sports Empire project in the amount of $25,300,044, increasing the total not-to-exceed contract amount from $45,968,259 to $71,268,303, and

K. Authorized an Amendment to the Agreement with Kizh Nation Resources Management to monitor all groundwork to ensure the Native American Cultural Resources are properly mitigated per the approved Environmental Impact Report in the amount of $814,914, increasing the total not-to-exceed contract amount from $186,046 to $1,000,960, and

L. Authorized the extension of working hours to be Monday through Saturday from 6:00 am to 11:00 pm and on Sunday from 8:00 am to 6:00 pm for the duration of the construction of the Ontario Sports Empire; and
M. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to, agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

15. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SWA GROUP, INC. FOR ENGINEERING SERVICES AND A GOODS AND SERVICES AGREEMENT WITH DAVE BANG ASSOCIATES, INC. FOR THE PLAYGROUND DESIGN AND FABRICATION FOR THE GRAND PARK PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 2 to the Professional Services Agreement with SWA Group, Inc., of Laguna Beach, California, for additional engineering services for the preparation of the design and construction documents for the Grand Park project in the amount of $300,846, increasing the not-to-exceed amount from $6,114,355 to $6,415,201;
B. Authorized the City Manager, or his designee, to execute a Goods and Services Agreement with Dave Bang Associates, Inc., of Orange, California, for the playground design and fabrication for the Grand Park project in the amount of $1,500,000 plus a 10% contingency of $150,000 for a total not-to-exceed contract amount of $1,650,000 consistent with the terms and conditions of cooperative 1GPA Contract No. 23-07P-03; and
C. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but is not limited to agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

16. AUTHORIZE THE PURCHASE AND INSTALLATION OF STADIUM SEATING FOR THE PROFESSIONAL BASEBALL STADIUM WITH IRWIN SEATING

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute a Goods and Services Agreement for D&C23-011 Professional Baseball Stadium with Irwin Seating, of Grand Rapids, Michigan, for the purchase and installation of stadium seats in the amount of $757,858 plus a contingency of $76,000 for a total contract amount not-to-exceed $833,858 consistent with the terms and conditions of the OMNIA Contract Number R240106 (on file with the Records Management Department); and

B. Authorized the City Manager or his designee to execute all documents required for the completion of the project that may include, but are not limited to agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

17. 2025 RESIDENT SATISFACTION SURVEY RESULTS

The City Council received and filed the 2025 Resident Satisfaction Survey results and directed staff to incorporate the findings into strategic planning and performance-based initiatives.

18. STADIUM OPERATING AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND ASM GLOBAL STADIUM MANAGEMENT, LLC

The City Council authorized the City Manager or his designee, to execute a 10-year Operating and Management Agreement with ASM Global Stadium, LLC, in substantially the form attached, for the Ontario Baseball Stadium.

19. AN AMENDMENT TO EXTEND THE CITY CONTRACT TOWING SERVICES AGREEMENTS

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute a two-year extension of the City Contract Towing Services Agreements with Certified Towing, Inc., Dietz Towing, Inc., Foglesong Towing & Storage, Inc., and Pepe's Towing Service, extending the term through November 17, 2027.
B. Authorized the City Manager, or his designee, to execute any necessary future amendments consistent with City Council approved budgets and administrative requirements.

PUBLIC HEARINGS

20. A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION TO DESIGNATE PORTIONS OF D STREET, LYNN HAVEN COURT, NOCTA STREET, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE

The City Council conducted a Public Hearing and adopted a Resolution to designate portions of D Street, Lynn Haven Court, Nocta Street, and Sultana Avenue as a residential permit parking zone for the benefit of adjacent residences.

RESOLUTION NO. 2025-037 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE DESIGNATION OF PORTIONS OF D STREET, LYNN HAVEN COURT, NOCTA STREET, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE.

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada and carried by a unanimous vote 5-0, to adopt Resolution No. 2025-037.

21. A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL); ADOPTION OF A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES

The City Council considered and:

A. Adopted a Resolution of Formation of Community Facilities District No. 75 (Springhill), proposing that the community facilities district be authorized to levy a special tax and proposing that an appropriations limit of the community facilities district be established;
B. Adopted a Resolution deeming it necessary for the district to incur bonded indebtedness within Community Facilities District No. 75 (Springhill);
C. Adopted a Resolution calling a special election for City of Ontario Community Facilities District No. 75 (Springhill);
D. Adopted a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Introduced and waived further reading of an Ordinance levying special taxes within City of Ontario Community Facilities District No. 75 (Springhill);
F. Adopted a Resolution authorizing the execution and delivery of an acquisition and funding agreement with Lennar Homes of California, LLC; and
G. Adopted a Resolution making a declaration of official intent to reimburse facilities expenditures with bond proceeds and related actions.

City Clerk Mautz announced notice had been duly given in accordance with the Mello Roos Act.

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion.

RESOLUTION NO. 2025-038 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL), PROPOSING THAT THE COMMUNITY FACILITIES DISTRICT BE AUTHORIZED TO LEVY A SPECIAL TAX AND PROPOSING THAT AN APPROPRIATIONS LIMIT OF THE COMMUNITY FACILITIES DISTRICT BE ESTABLISHED.

RESOLUTION NO. 2025-039 A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL) TO INCUR BONDED INDEBTEDNESS.

RESOLUTION NO. 2025-040 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL).

MOTION: Moved by Council Member Porada, seconded by Council Member Bowman and carried by a unanimous vote 5-0, to adopt Resolution Nos. 2025-038, 2025-039, and 2025-040.

RESOLUTION NO. 2025-041 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN.

ORDINANCE NO. 3306 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 75 (SPRINGHILL).

RESOLUTION NO. 2025-042 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AND FUNDING AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, LLC.

RESOLUTION NO. 2025-043 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING A DECLARATION OF OFFICIAL INTENT TO REIMBURSE FACILITIES EXPENDITURES WITH BOND PROCEEDS AND RELATED ACTIONS.

MOTION: Moved by Council Member Porada, seconded by Council Member Bowman and carried by a unanimous vote 5-0, to adopt Resolution Nos. 2025-041, 2025-042, and 2025-043, and introduce Ordinance No. 3306.

22. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA23-006) BETWEEN THE CITY OF ONTARIO, LEGACY LAND PARTNERS, LLC, JAB MILL CREEK, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC.

The City Council introduced and waived further reading of an Ordinance Approving a Development Agreement (File No. PDA23-006) between the City of Ontario, Legacy Land Partners, LLC, JAB Mill Creek, LLC, and Richland Ontario Developers, LLC.

ORDINANCE NO. 3307 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY

COUNCIL APPROVE FILE NO. PDA23-006, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND LEGACY LAND PARTNERS, LLC, JAB MILL CREEK, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP 20685 (FILE NO. PMTT23-004), LOCATED AT THE NORTHWEST CORNER OF ONTARIO RANCH ROAD AND MILL CREEK AVENUE WITHIN PLANNING AREAS 3C, 5A AND 5C (LIGHT INDUSTRIAL DISTRICT AND OPEN SPACE – NON RECREATION) OF THE RICH HAVEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 218-016-22 AND 218-211-42.

Notice of public hearing was duly given. Affidavits of compliance were on file. There was one written communication from Steven Palomino in opposition.

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item.

Chris Robles spoke in opposition.

Hearing no one else, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Bowman, seconded by Council Member Macias and carried by a unanimous vote 5-0, to introduce Ordinance No. 3307.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

23. A RESOLUTION DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND RENEWING THE GREATER ONTARIO TOURISM MARKETING DISTRICT

The City Council held a final hearing and adopted a Resolution declaring the results of the majority protest proceeding to renew the Greater Ontario Tourism Marketing District Management District (GOTMD).

RESOLUTION NO. 2025-044 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND RENEWING THE GREATER ONTARIO TOURISM MARKETING DISTRICT (GOTMD).

Mayor Leon opened the item for Council discussion.

MOTION: Moved by Council Member Porada, seconded by Council Member Macias and carried by a unanimous vote 5-0, to adopt Resolution No. 2025-044.

24. APPROVAL OF A SIDE LETTER AMENDING THE MEMORANDUM OF UNDERSTANDING FOR THE ONTARIO PROFESSIONAL FIREFIGHTER ASSOCIATION IN ACCORDANCE WITH MODIFICATIONS REQUIRED BY CALPERS

The City Council, by motion, adopted a Resolution to approve a side letter amending the City of Ontario ("City") and Ontario Professional Firefighter Association ("OFFA") 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.

RESOLUTION NO. 2025-045 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 PROFESSIONAL FIREFIGHTERS' ASSOCIATION.

Mayor Leon opened the item for Council discussion.

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada and carried by a unanimous vote 5-0, to adopt Resolution No. 2025-045.

STAFF MATTERS

City Manager Ochoa made no announcements.

COUNCIL MATTERS

Council Member Porada spoke on the success of the Ontario Museum of History and Art's exhibits.

Council Member Macias made no comments.

Council Member Bowman made no comments.

Mayor pro Tem Wapner made no comments.

Mayor Leon made no comments.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 7:08 p.m., and announced the next regular meeting was scheduled for June 3, 2025.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Cruz Torres Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez, Matthew Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICT NOS. 1, 2, 3, AND 4 FOR FISCAL YEAR 2025-26**

RECOMMENDATION: That the City Council adopt:

A. Resolution ordering the preparation of the Assessment Engineer's Reports for proceedings for the annual assessment levy within Ontario Parkway Maintenance Assessment District (OPMAD) Nos. 1, 2, 3, and 4;
B. Resolution approving the Assessment Engineer's Reports for the annual levy of assessments within OPMAD Nos. 1, 2, 3, and 4; and
C. Resolution for OPMAD Nos. 1, 2, and 3, and a separate Resolution for OPMAD No. 4, declaring the City's intention to provide for an annual levy and collection of assessments for Fiscal Year 2025-26 and set the date of July 15, 2025, for a Public Hearing on each district in accordance with the Landscaping and Lighting Act of 1972.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: As proposed, the assessment revenue will generate approximately $677,459 from OPMAD Nos. 1, 2, 3, and 4 for Fiscal Year 2025-26. For OPMAD Nos. 1, 2, 3 (Zone 2000-1) the total estimated cost of $634,220 for administrative, operation and maintenance will exceed the assessment revenues of $264,555 (maximum assessment) by $369,665. If approved, appropriations in the General fund will be included in future Annual Budgets to City Council for approval as needed for the City Contribution to Parkway Maintenance. The assessment revenues for OPMAD No. 3 (Zone 2000-2) and OPMAD No. 4 are sufficient to pay all expenses within the district.

BACKGROUND & ANALYSIS: The first of these districts was formed in 1976 pursuant to the Landscaping and Lighting Act of 1972 (the 1972 Act). Additional territories are annexed to the districts from time to time as development proceeds. The districts were formed to help minimize

the continually increasing cost of maintaining and operating the landscaping along public streets where the property owners do not have direct access to the landscaping. An assessment is levied annually on benefiting properties for the cost of operation and maintenance of certain parkway landscaping facilities within the districts. The City's Public Works Agency establishes the annual operation, and maintenance costs and administers the maintenance of the landscaping. Annually, an Engineer's Report for each district must be prepared which apportions these costs to each parcel within the districts. The locations of the districts are shown on the maps included in the Engineer's Reports.

OPMAD Nos. 1, 2, and 3 are comprised of single-family residential developments. Due to varying characteristics, the districts are organized into benefit zones and/or maintenance areas. Each zone/maintenance area is assessed for only the operation and maintenance of the facilities from which it receives special direct benefit. The total assessment for each maintenance area is then apportioned to its constituent parcels. The assessment revenue from OPMAD Nos. 1, 2, and 3 will generate a combined amount of $288,705. The assessed tax rates for Fiscal Year 2024-25, and the proposed and maximum tax rates for Fiscal Year 2025-26, are shown in Exhibit A.

OPMAD No. 4 is comprised of single-family residential tracts and the Ontario Mills development area. The district is organized into 6 maintenance areas. Each maintenance area is assessed for only the operation and maintenance of the facilities from which it receives direct special benefit. The total assessment for each maintenance area is then apportioned to its constituent parcels. The assessments for OPMAD No. 4 will generate a total of $388,754 and will include a transfer from the reserve fund in the amount of $2,923 to cover expenses within the district. The assessed tax rates for Fiscal Year 2024-25, and the maximum and proposed tax rates for Fiscal Year 2025-26, are shown in Exhibit A.

Pursuant to the 1972 Act, Engineer's Reports have been prepared for each district and are on file with the Records Management Department. Each report includes plans and specifications for the improvements and maintenance, an estimate of costs, a diagram of the area proposed to be assessed (boundary and inventory maps), and an assessment of the costs to the various parcels within each district.

A public hearing is required for each district prior to adoption of the proposed assessments. A combined public hearing will be held on July 15, 2025. Following consideration of all public comments and written protests at a noticed public hearing and review of the Engineer's Reports, the City Council may order amendments to the Reports or confirm the Reports as submitted. At the conclusion of the public hearing, the City Council will consider adoption of Resolutions confirming the assessments and ordering the levy of the assessments for Fiscal Year 2025-26. Notice of the public hearing for the levy of assessments will be published in the local newspaper, in accordance with the applicable statutes.

Exhibit A

Ontario Parkway Maintenance Assessment Districts 1, 2 & 3

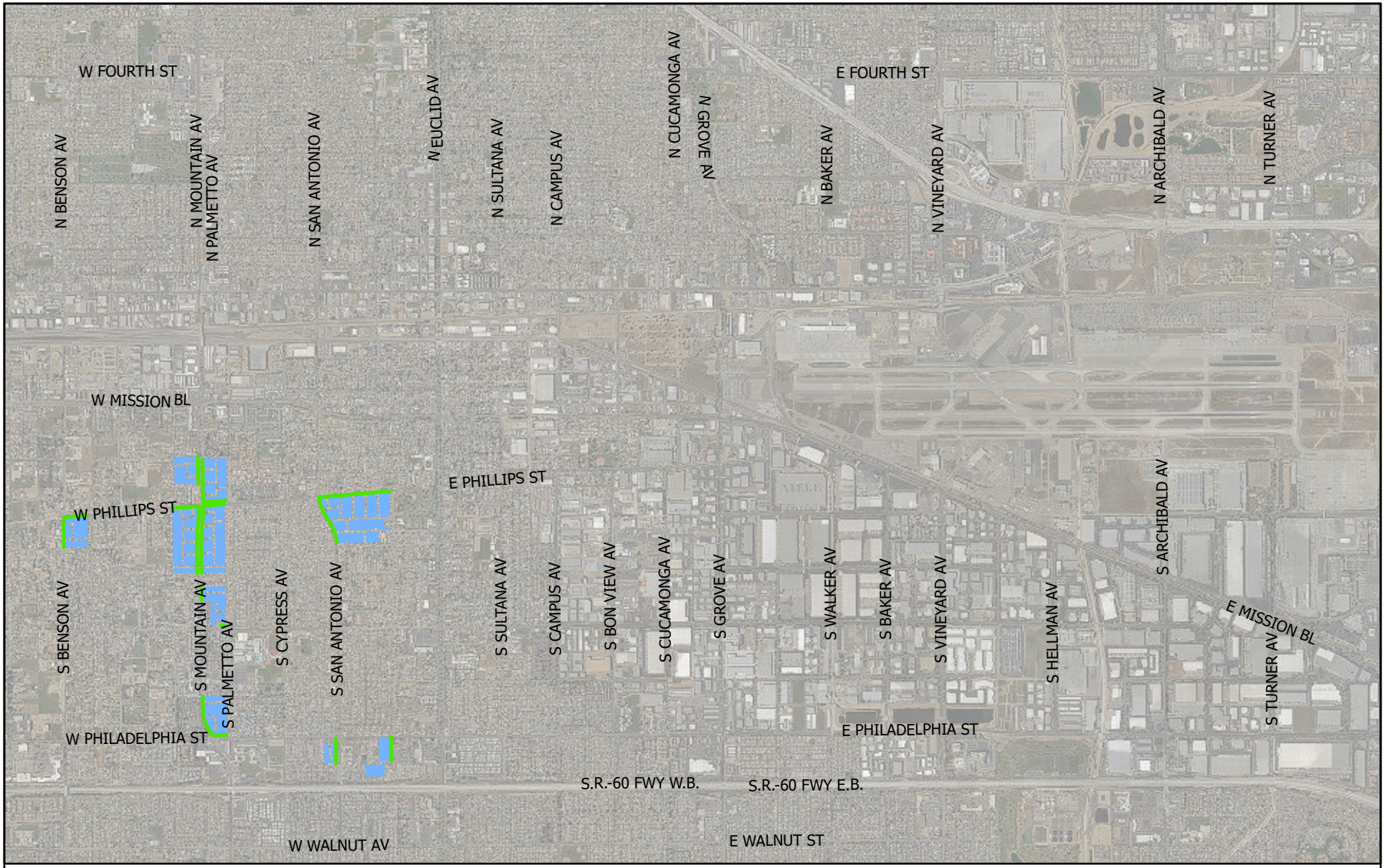
Proposed Levy Rates FY 2025-26

	Prior Year 2024-25	Maximum 2025-26	Proposed 2025-26
OPMAD No. 1	$ 66.32 per Lot	$ 66.32 per Lot	$ 66.32 per Lot
OPMAD No. 2	$ 34.04 per Lot	$ 34.04 per Lot	$ 34.04 per Lot
OPMAD No. 3, Zone 2000-1	$ 41.29 per Lot	$ 41.29 per Lot	$ 41.29 per Lot
OPMAD No. 3, Zone 2000-2	$ 207.62 per Lot	$ 303.03 per Lot	$ 213.72 per Lot

Ontario Parkway Maintenance Assessment District 4

Proposed Levy Rates FY 2025-26

	Prior Year 2024-25	Maximum 2025-26	Proposed 2025-26
MA#99-1	$ 61.99 per Lot	$ 73.74	$ 63.81 per Lot
MA#99-2	$ 403.89 per Lot	$ 465.11	$ 415.76 per Lot
MA#99-3	$ 1,255.02 per Acre	$ 1,670.13	$ 1,291.87 per Acre
MA#00-1	$ 295.02 per Lot	$ 458.07	$ 303.69 per Lot
MA#04-1	$ 1,186.71 per Lot	$ 2,917.83	$ 1,221.60 per Lot
MA#05-1	$ 1,630.38 per Lot	$ 3,616.81	$ 1,678.31 per Lot



Ontario Parkway Maintenance District No. 1 Vicinity Map

CITY OF ONTARIO

Legend

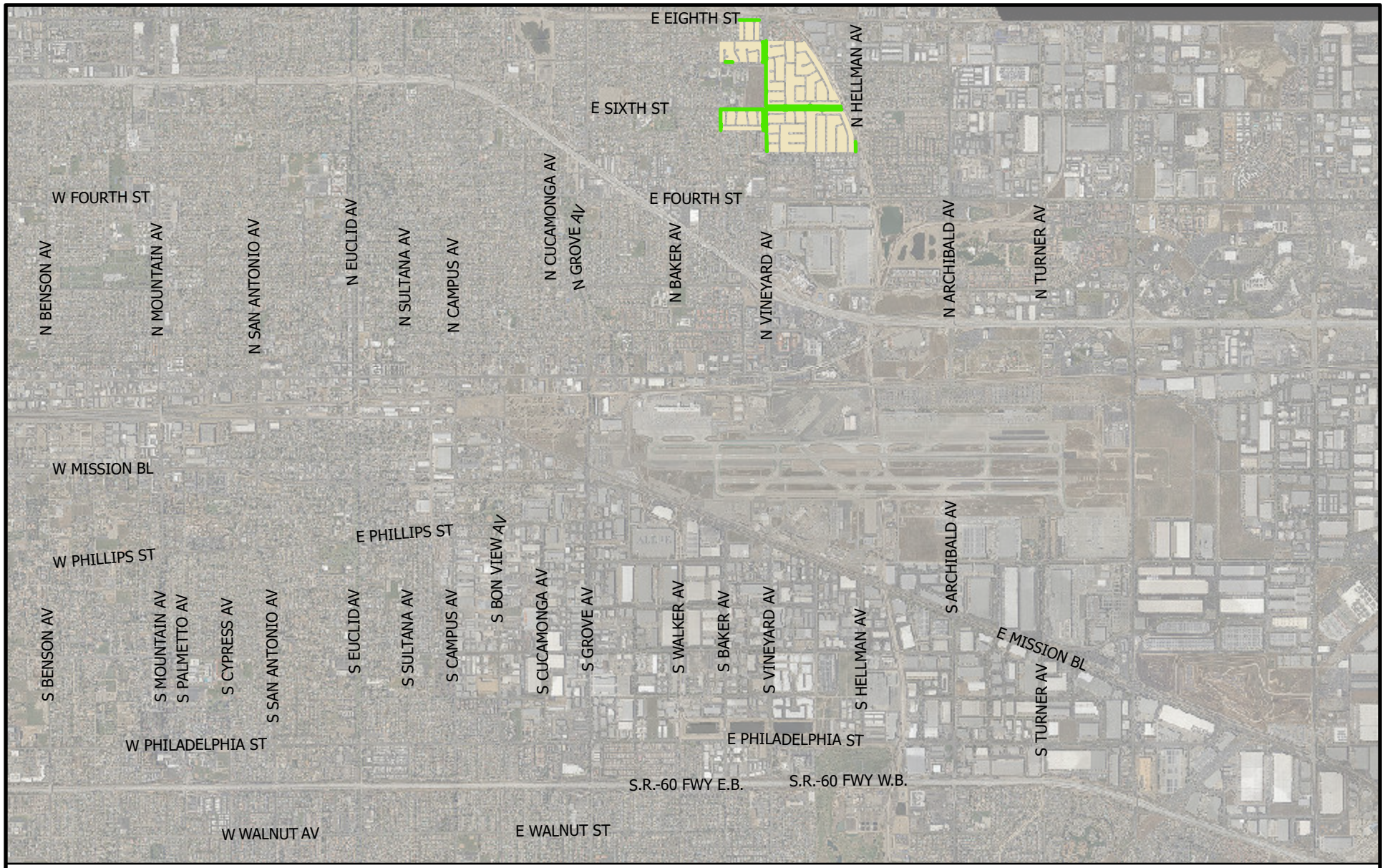
- Areas Maintained
- Boundary of Area Assessed

N
W E
S

0 0.38 0.75 Miles

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 2 Vicinity Map

CITY OF ONTARIO

Legend

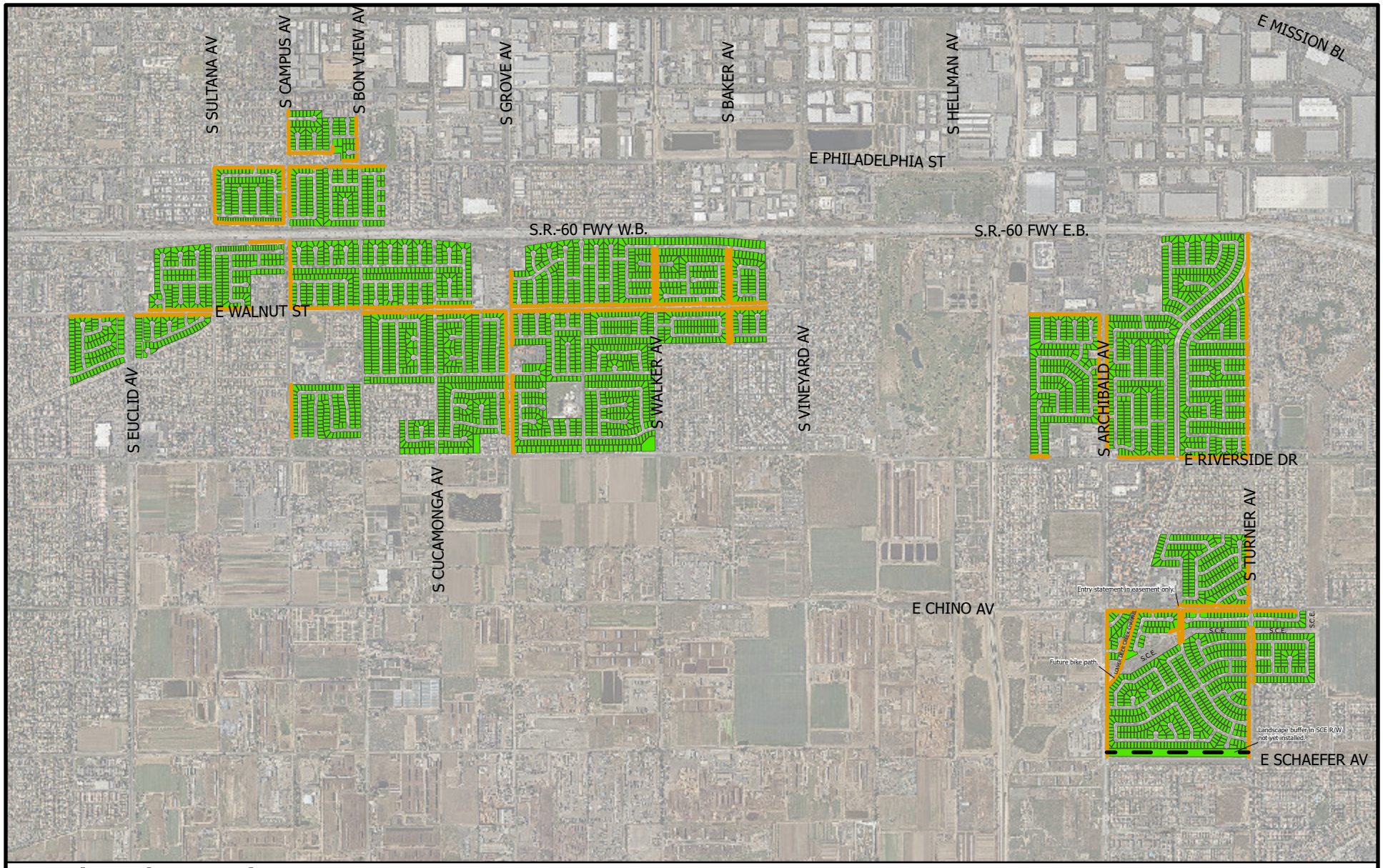
- Areas Maintained
- Boundary of Area Assessed

N
W E
S

0 0.47 0.95 Miles

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 3 Vicinity Map

CITY OF ONTARIO

Legend

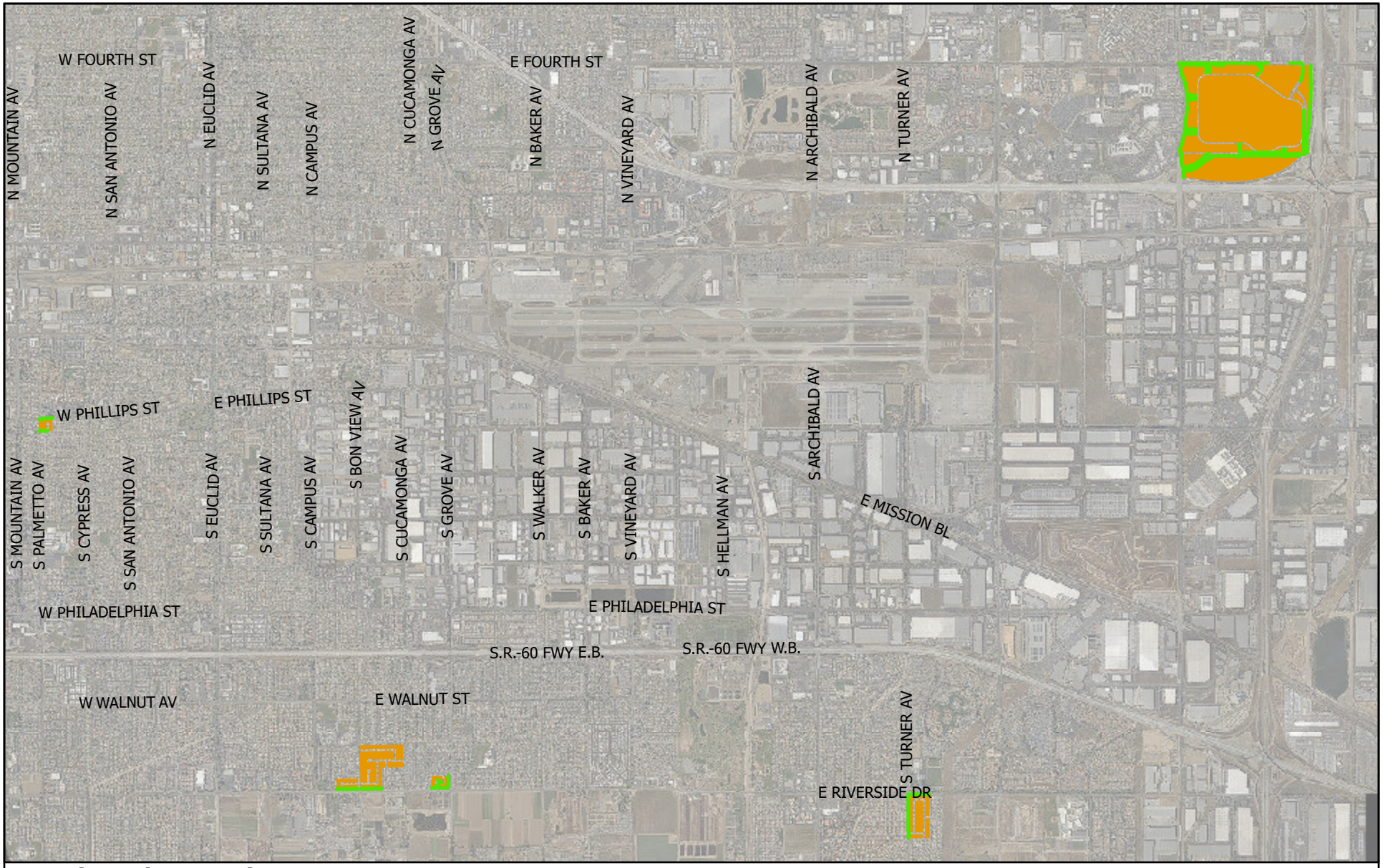
- Areas Maintained
- Boundary of Area Assessed

N W E S

0 0.28 0.55 Miles

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 4 Vicinity Map

Legend

- Areas Maintained
- MA - # Boundary and Maintenance Area #

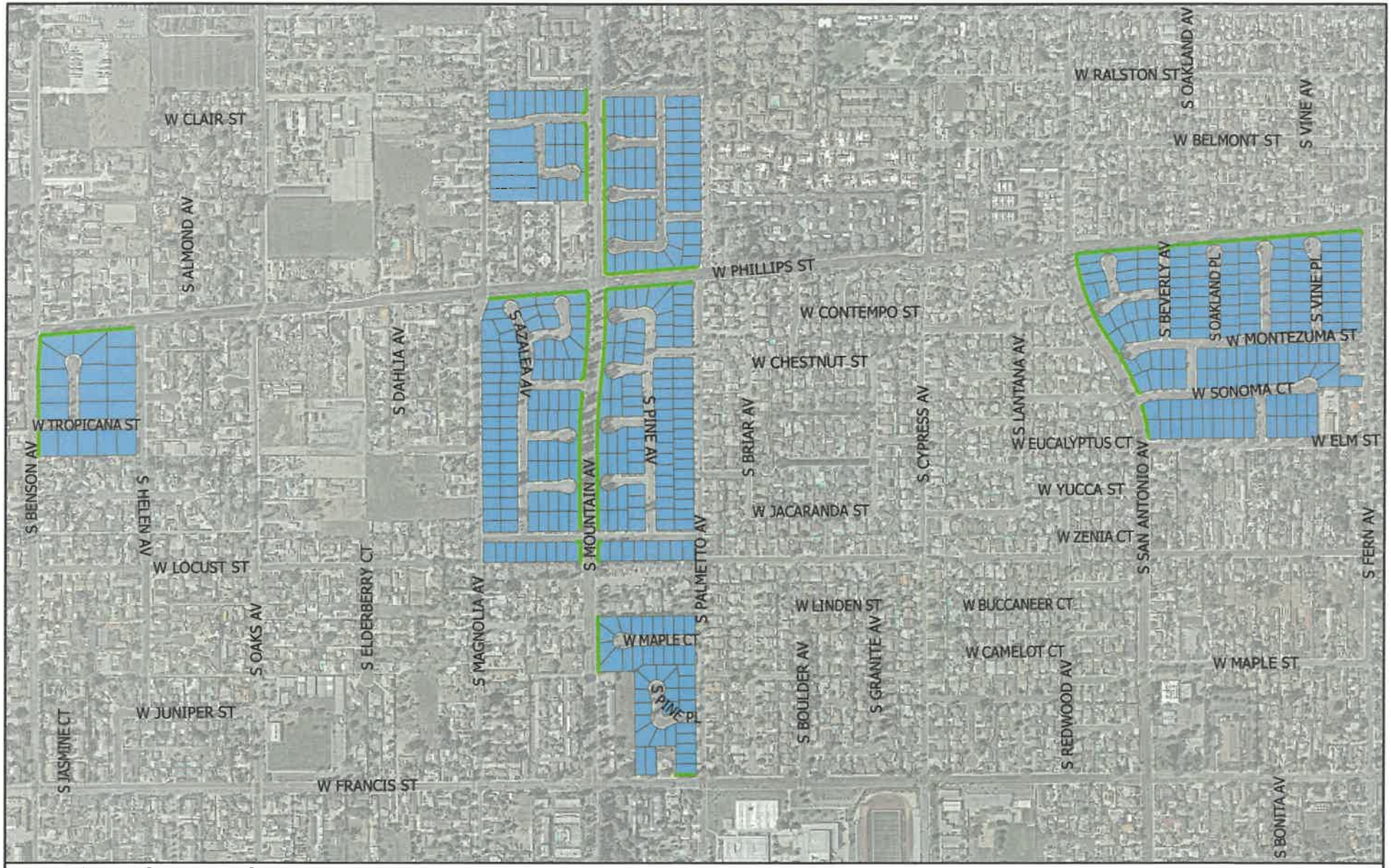
N
W E
S

0 0.42 0.85 Miles

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025

CITY OF ONTARIO



Ontario Parkway Maintenance District No. 1 Boundary and Inventory Map

CITY OF ONTARIO

Legend Map 1 of 2

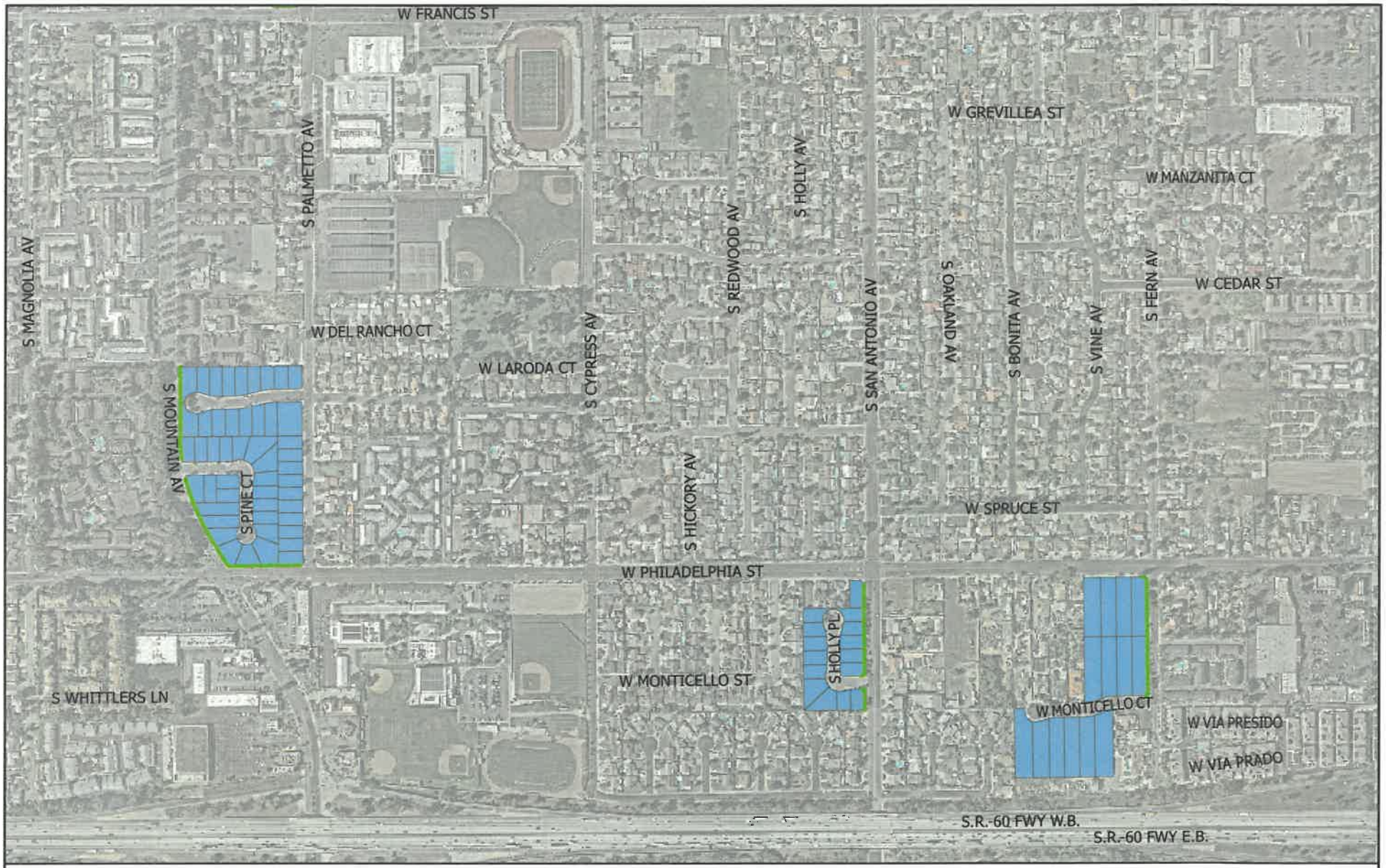
- Areas Maintained
- Boundary of Area Assessed

N W E S

0 487.5 975 Feet

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 1 Boundary and Inventory Map

CITY OF ONTARIO

Legend Map 2 of 2

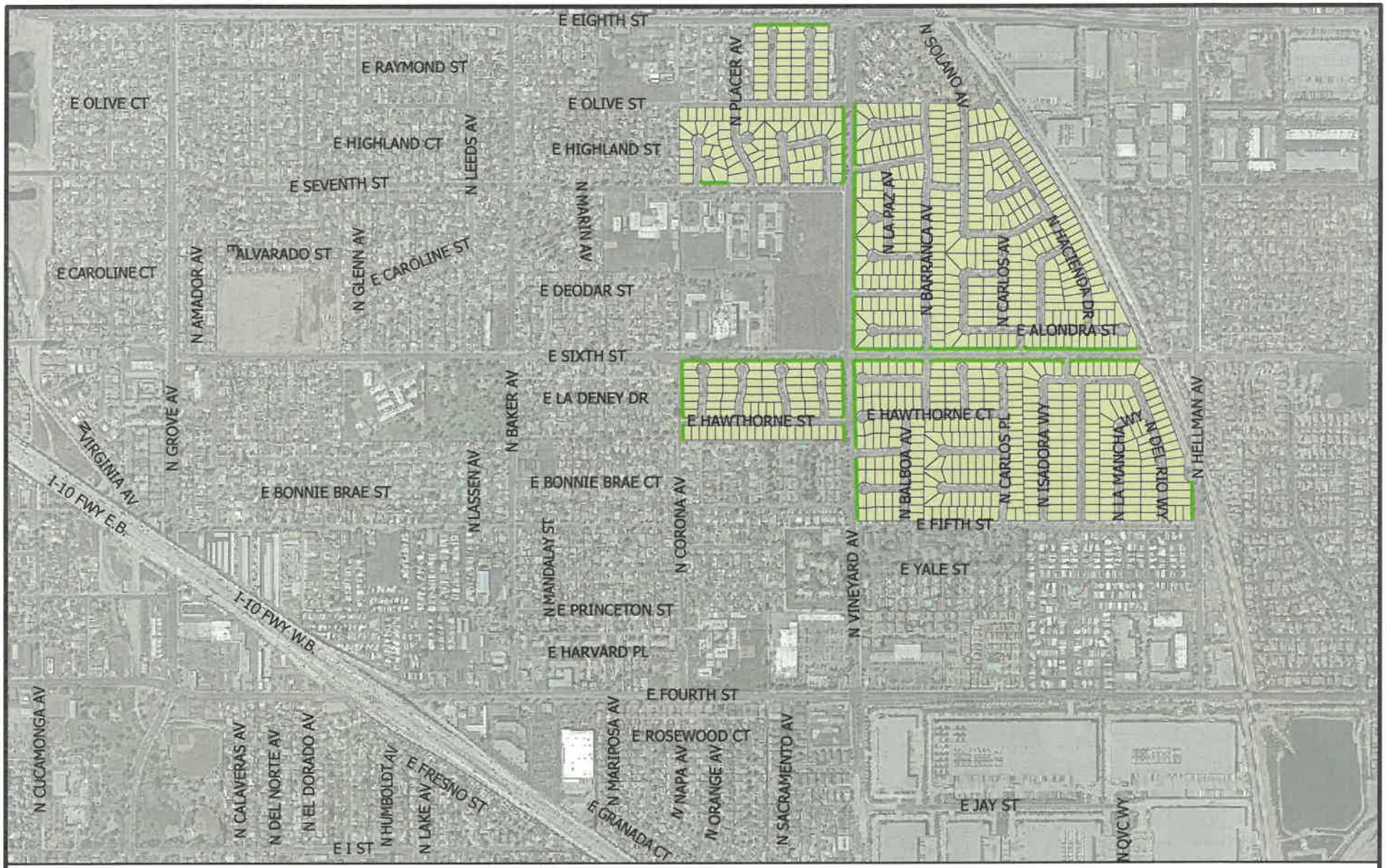
- Areas Maintained
- Boundary of Area Assessed

N W E S

0 405 810 Feet

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 2 Boundary and Inventory Map

CITY OF ONTARIO

Legend Map 1 of 1

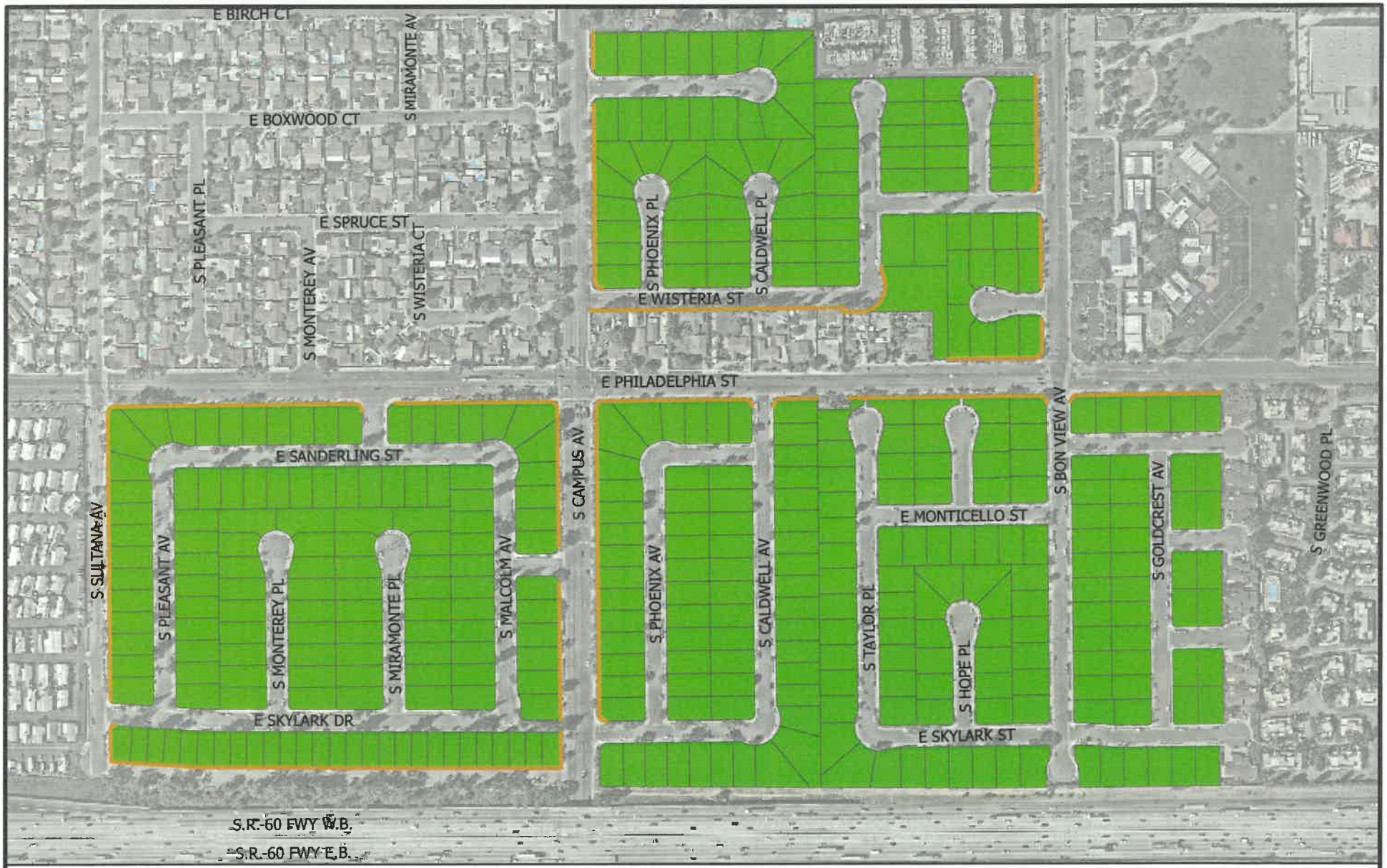
- Areas Maintained
- Boundary of Area Assessed

N W E S

0 0.1 0.2 Miles

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 3 Boundary and Inventory Map

CITY OF ONTARIO

Legend Map 1 of 5

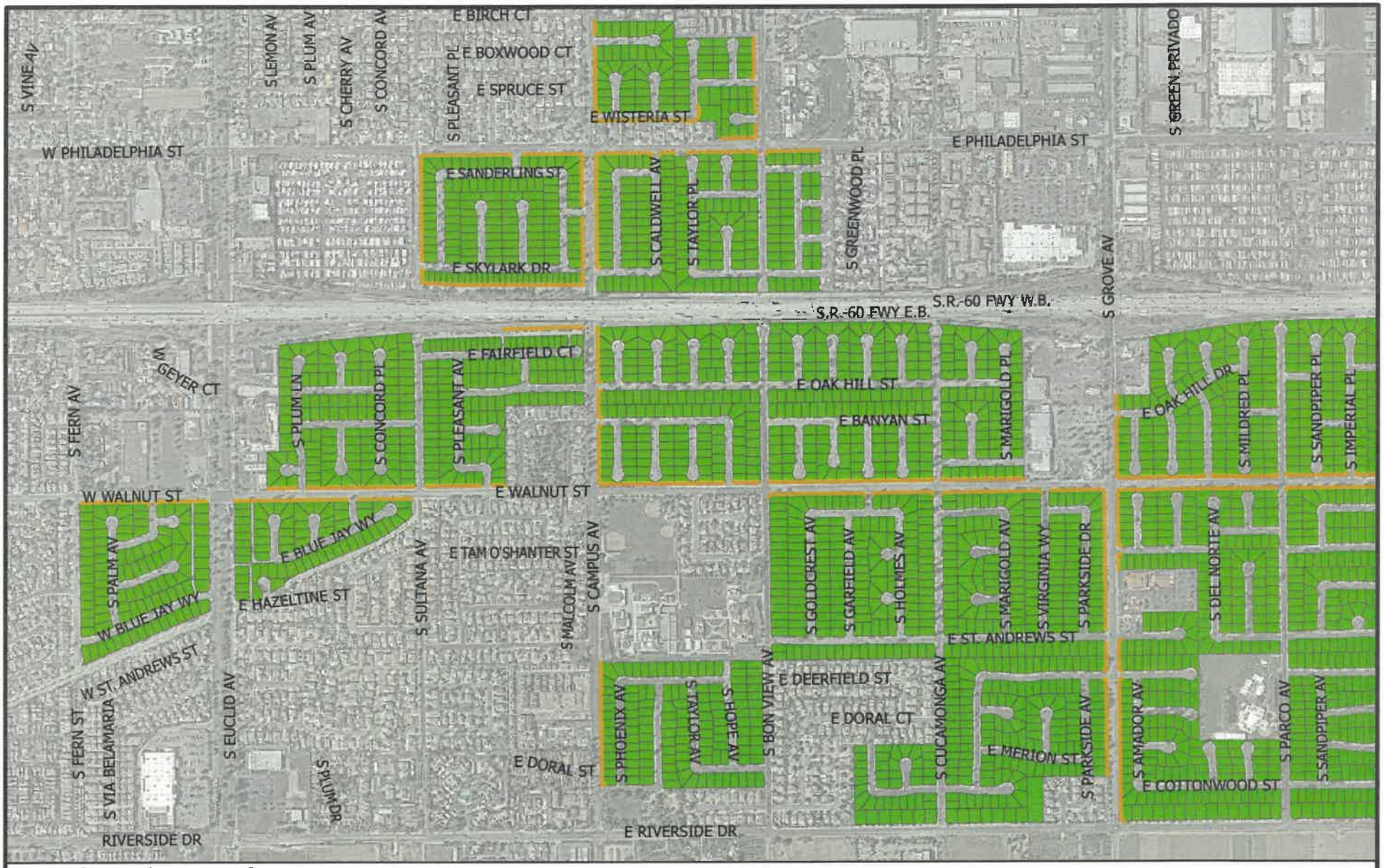
- Areas Maintained
- Boundary of Area Assessed

N W E S

0 235 470 Feet

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 3 Boundary and Inventory Map

CITY OF ONTARIO

Legend Map 2 of 5

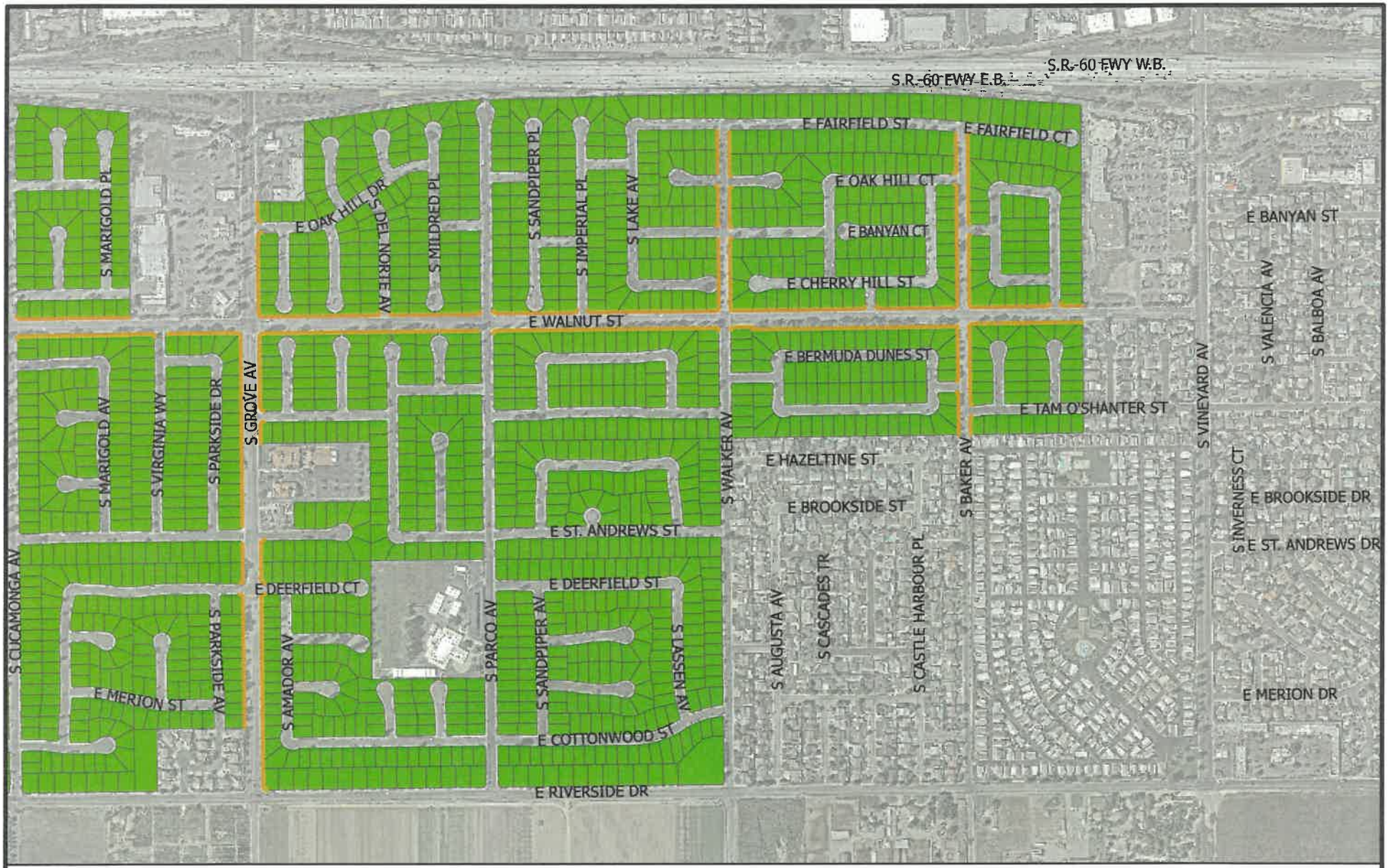
- Areas Maintained
- Boundary of Area Assessed

N W E S

0 0.1 0.2 Miles

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 3 Boundary and Inventory Map

CITY OF ONTARIO

Legend Map 3 of 5

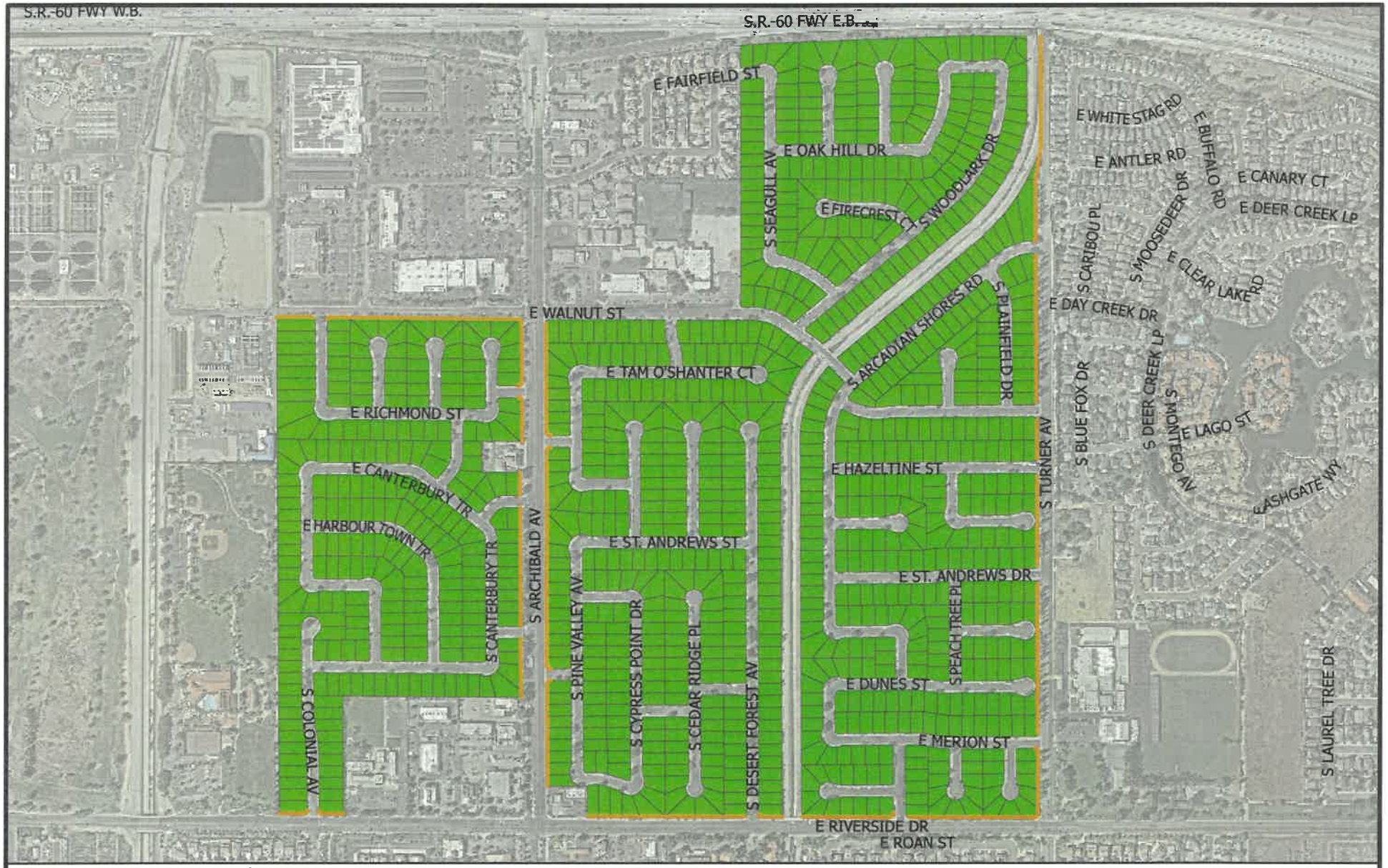
- Areas Maintained
- Boundary of Area Assessed

N W E S

0 475 950 Feet

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 3 Boundary and Inventory Map

CITY OF ONTARIO

Legend Map 4 of 5

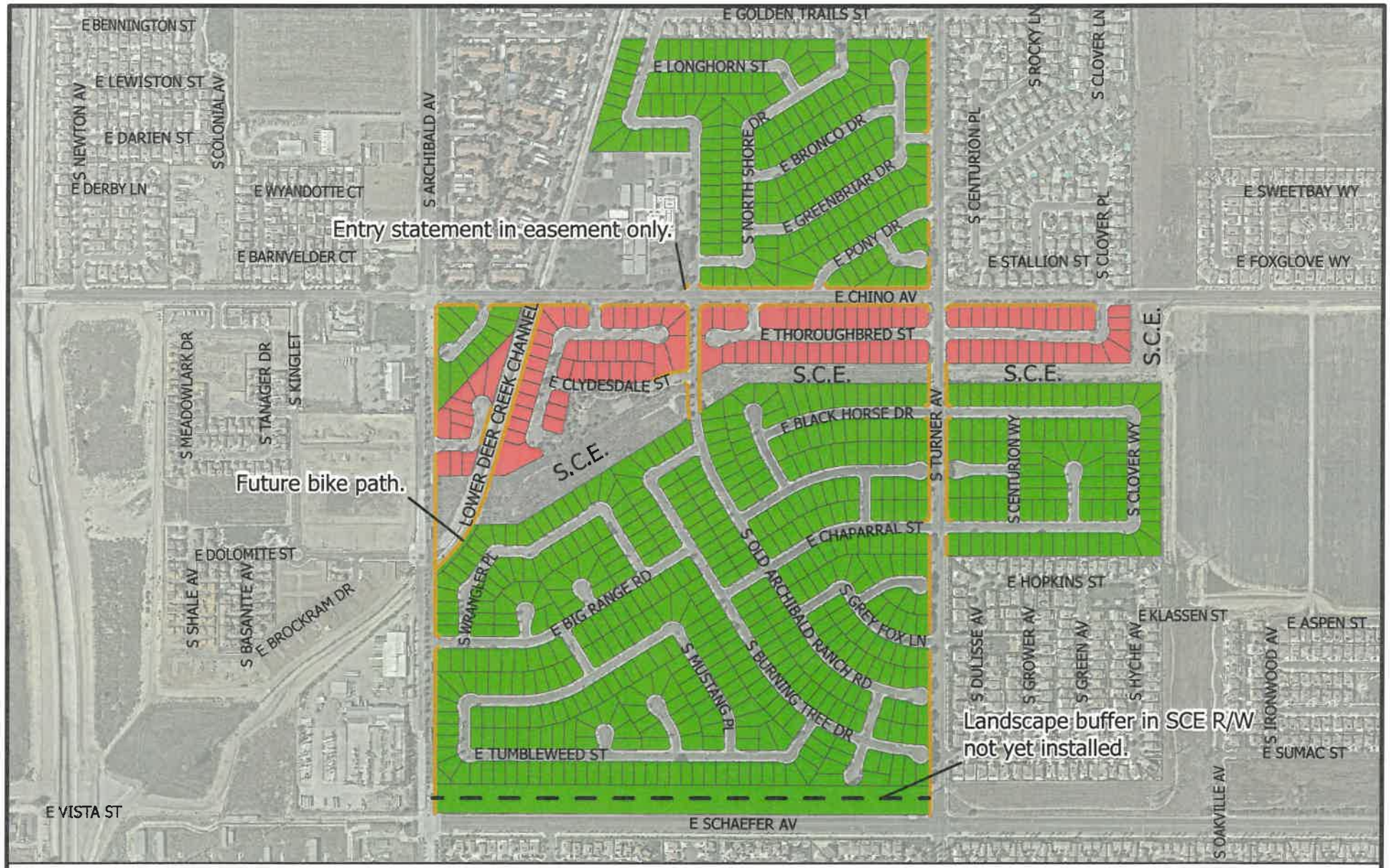
- Areas Maintained
- Boundary of Area Assessed

N W E S

0 445 890 Feet

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 3 Boundary and Inventory Map

CITY OF ONTARIO

Legend

Map 5 of 5

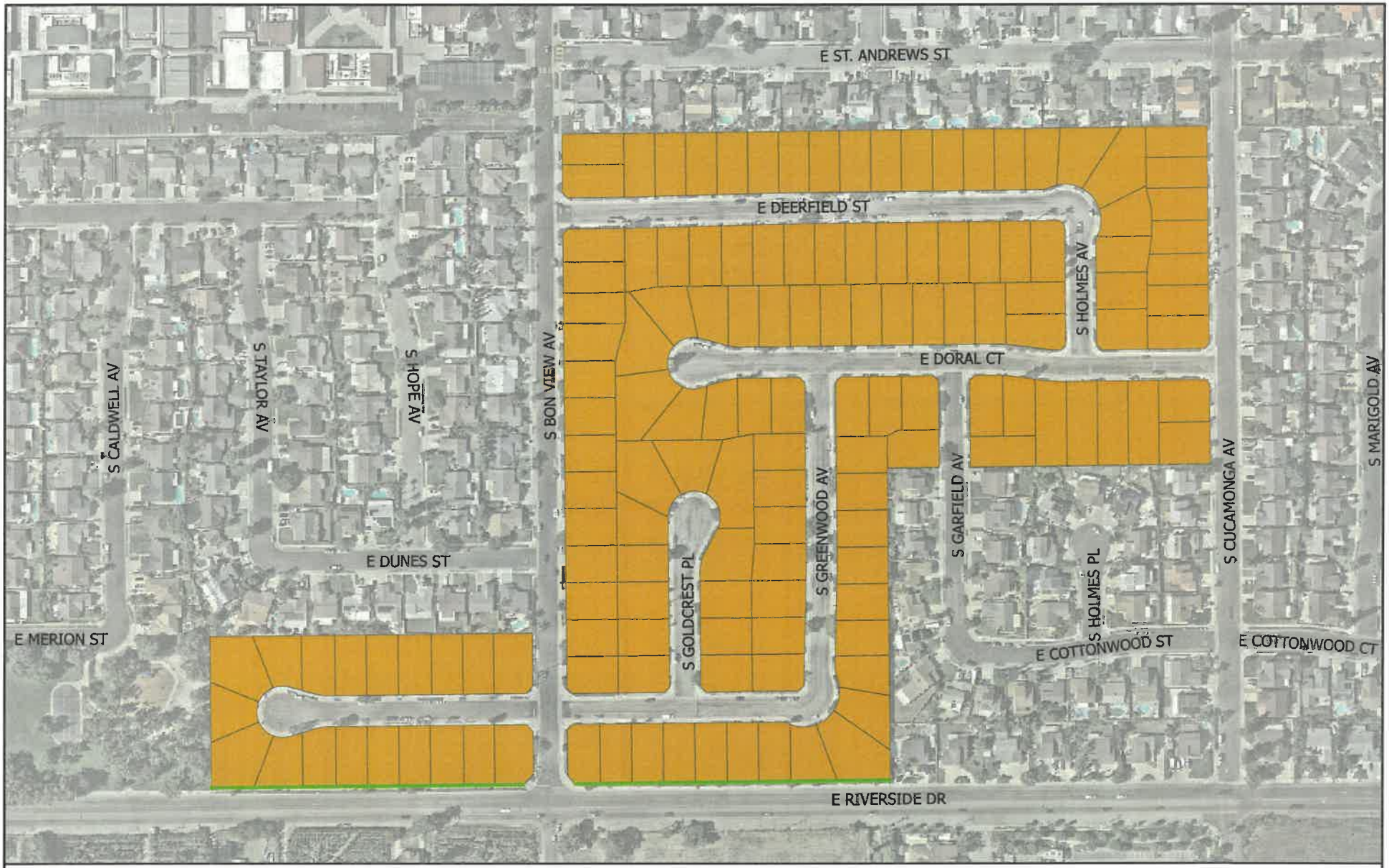
- Areas Maintained
- Boundary of Zone 2000-2
- Boundary of Area Assessed

N W E S

0 445 890 Feet

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 4 Boundary and Inventory Map

CITY OF ONTARIO

Legend Map 1 of 5

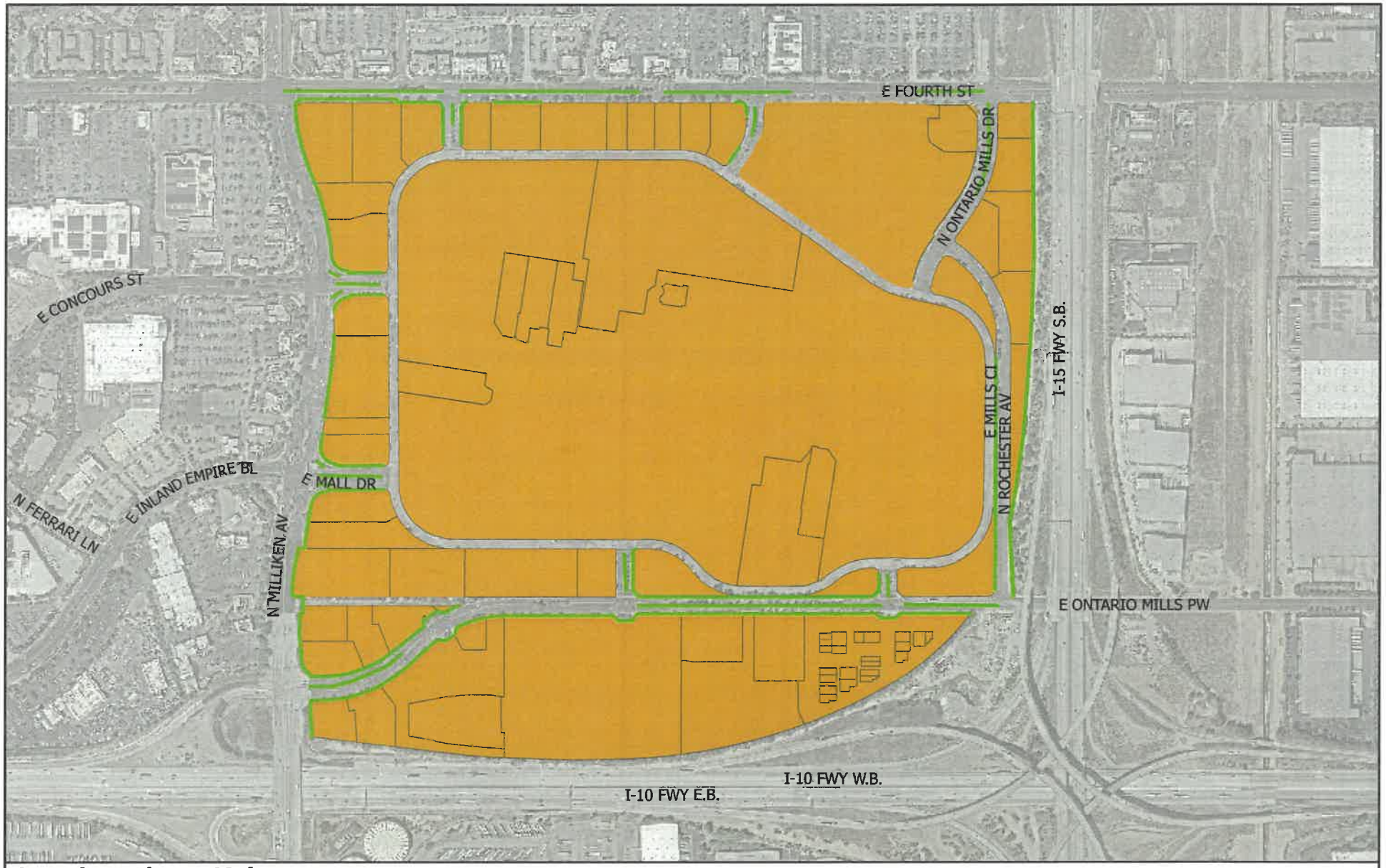
- Areas Maintained
- MA - # Boundary and Maintenance Area #

N W E S

0 165 330 Feet

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 4 Boundary and Inventory Map

CITY OF ONTARIO

Legend Map 2 of 5

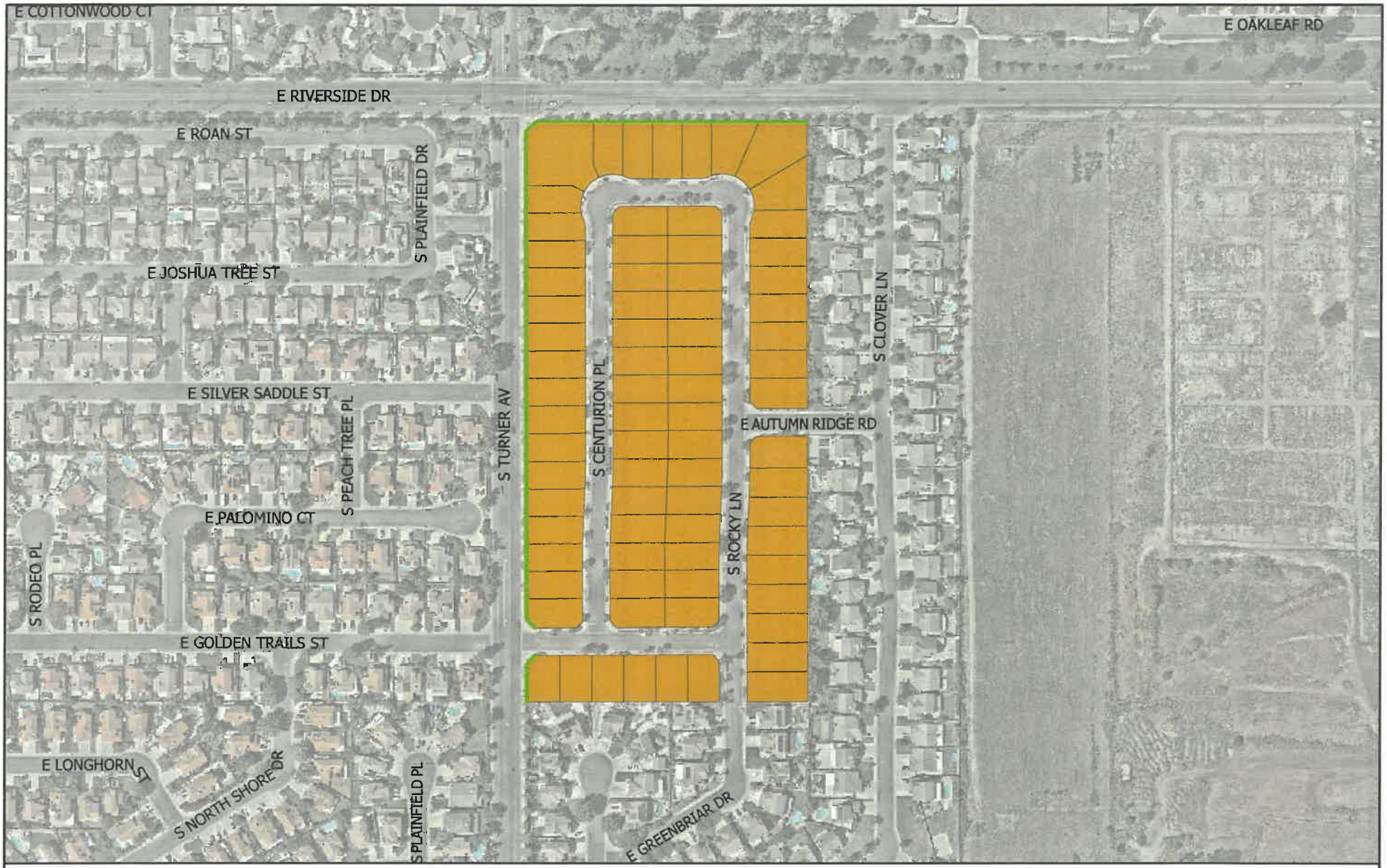
- Areas Maintained
- MA - # Boundary and Maintenance Area #

N W E S

0 445 890 Feet

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 4 Boundary and Inventory Map

CITY OF ONTARIO

Legend Map 3 of 5

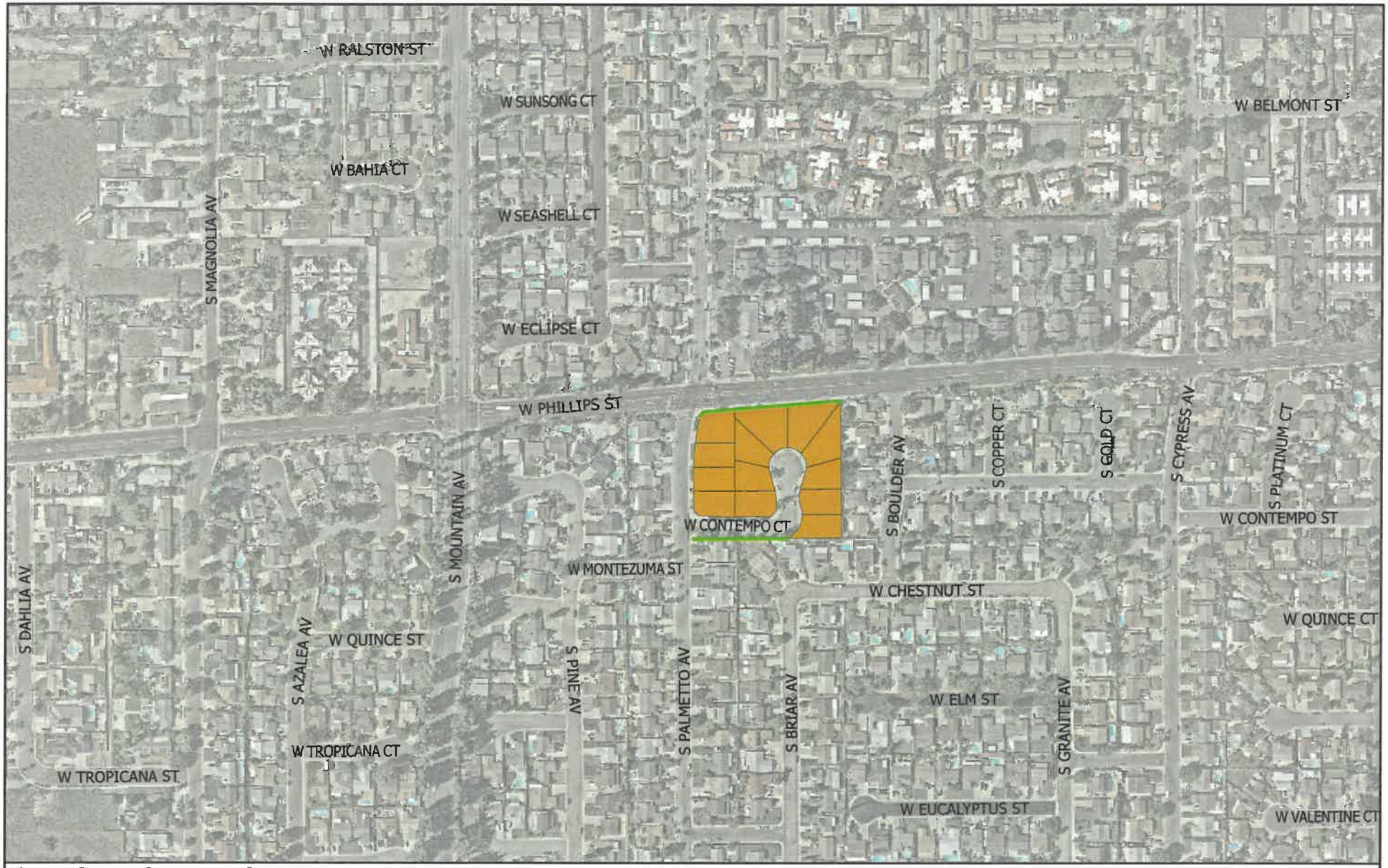
- Areas Maintained
- MA - # Boundary and Maintenance Area #

N W E S

0 187.5 375 Feet

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 4 Boundary and Inventory Map

CITY OF ONTARIO

Legend Map 4 of 5

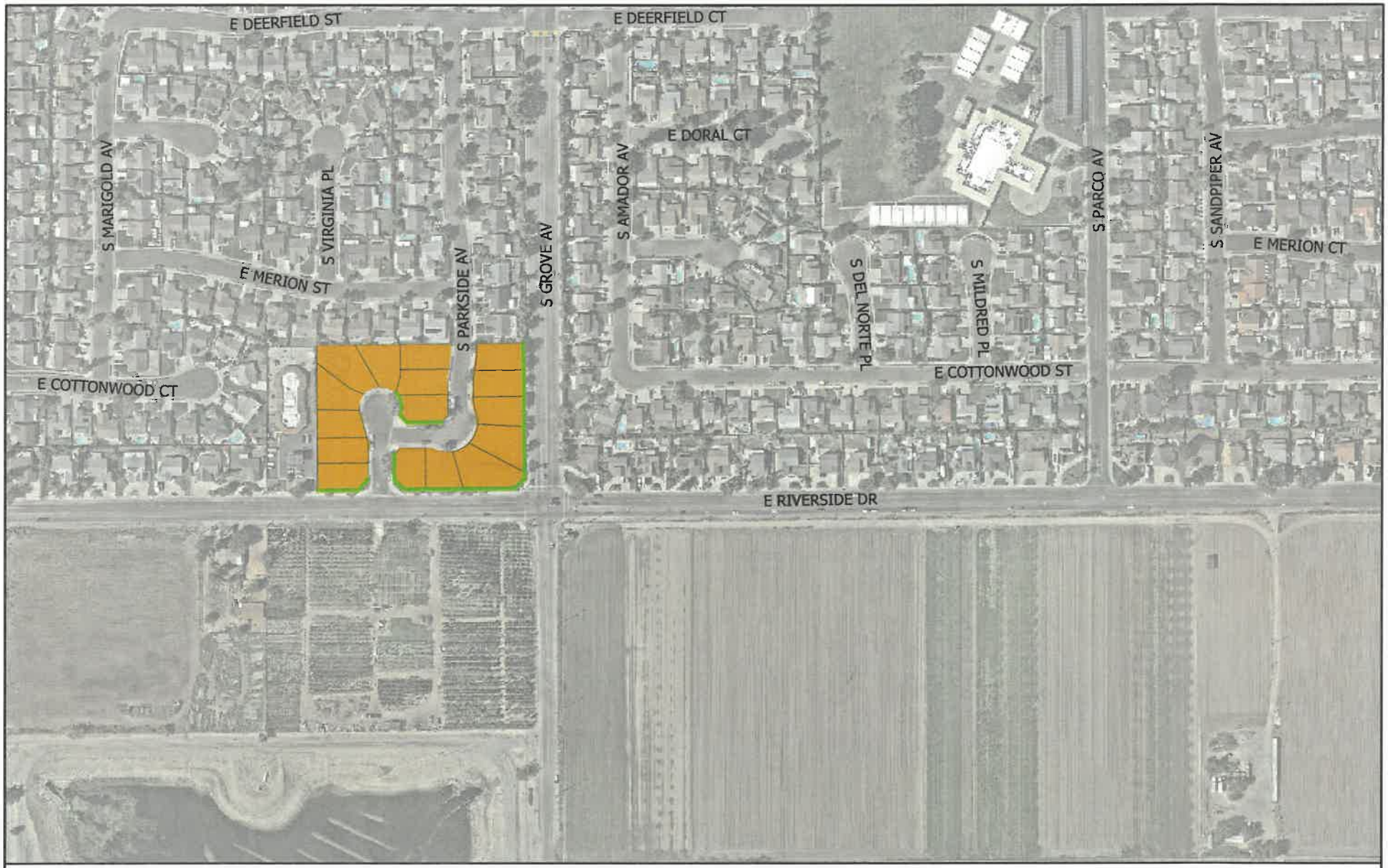
- Areas Maintained
- MA - # Boundary and Maintenance Area #

N W E S

0 235 470 Feet

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025



Ontario Parkway Maintenance District No. 4 Boundary and Inventory Map

CITY OF ONTARIO

Legend Map 5 of 5

- Areas Maintained
- MA - # Boundary and Maintenance Area #

N W E S

0 205 410 Feet

Note: Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California.

Date: 4/7/2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE PREPARATION OF THE ASSESSMENT ENGINEER'S REPORTS PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR PROCEEDINGS FOR THE ANNUAL ASSESSMENT LEVY WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4 FOR FISCAL YEAR 2025-26.

WHEREAS, the City Council of the City of Ontario, California, previously formed maintenance districts pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California (the "1972 Act"), known and designated as

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4

(the "Districts"); and

WHEREAS, at this time the City Council desires to initiate proceedings to provide for the annual levy of assessments for the ensuing fiscal year to provide for the annual costs for maintenance of improvements within the Districts; and

WHEREAS, the proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2025, and ending June 30, 2026; and

WHEREAS, there has been submitted to this City Council for its consideration at this time, maps showing the boundaries of the area affected by the levy of the assessment for the above-referenced fiscal year, and inventory maps showing and describing in general the works of improvement proposed to be maintained in said Districts, said description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the maps entitled

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4
BOUNDARY AND INVENTORY MAPS

attached hereto, as submitted to this City Council, showing the boundaries of the proposed areas to be assessed and showing the works of improvement to be maintained, are hereby approved, and a copy thereof shall be on file in the Records Management Department and open to public inspection. The parcels and properties within said area

are those proposed to be assessed to pay the costs and expenses for said maintenance work.

SECTION 3. That the proposed maintenance work within the area proposed to be assessed shall be for certain landscaping and appurtenant improvements, as said maintenance work is set forth in the Engineer's Reports to be presented to this City Council for consideration.

SECTION 4. That the Assessment Engineer, Willdan Financial Services, is hereby ordered to prepare and file with this City Council the Assessment Engineer's Reports relating to said annual assessment and levy in accordance with the provisions of 1972 Act, Article XIII D of the Constitution of the State of California ("Article XIIID"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIII D and the Implementation Act are referred to collectively as the "Assessment Law").

SECTION 5. That upon completion, said Assessment Engineer's Reports shall be filed with the City Clerk, who shall then submit the same to this City Council for its consideration pursuant to the Assessment Law.

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

PASSED, APPROVED, AND ADOPTED this 17th day of June, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 17, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held June 17, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ASSESSMENT ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4 FOR FISCAL YEAR 2025-26.

WHEREAS, the City Council of the City of Ontario, California, pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California (the "1972 Act"), Article XIII D of the Constitution of the State of California ("Article XIII D"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIII D and the Implementation Act are referred to collectively as the "Assessment Law"), did, by previous Resolution, order the preparation of the Assessment Engineer's Reports for the annual levy of assessments for Fiscal Year 2025-26 in the maintenance assessment districts known and designated as

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4

(the "Districts"); and

WHEREAS, there has now been presented to this City Council the Assessment Engineer's Reports as required by the Assessment Law and as previously directed by Resolution; and

WHEREAS, this City Council has now examined and reviewed the Assessment Engineer's Reports as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments on a preliminary basis, have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in said Assessment Engineer's Reports.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the Assessment Engineer's Reports as presented, consisting of the following:

A. Plans and specifications describing the general nature, location, and extent of the improvements to be maintained and the extent of such maintenance;

B. An estimate of the cost of the maintenance of the improvements for the Districts for Fiscal Year 2025-26;

C. A diagram for each District, showing the area and properties proposed to be assessed; and

D. An annual assessment for Fiscal Year 2025-26 of the estimated costs of the maintenance of those improvements to be maintained during such Fiscal Year, assessing the net amount upon all assessable lots and/or parcels within the Districts in proportion to the special benefits received;

are hereby approved on a preliminary basis and are ordered to be filed in the Records Management Department as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Assessment Engineer's Reports.

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

PASSED, APPROVED, AND ADOPTED this 17th day of June, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 17, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held June 17, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2025-26 IN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2 AND 3, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

WHEREAS, the City Council of the City of Ontario, California, has previously formed landscaping maintenance assessment districts pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California, in what is known and designated as

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2 AND 3

(hereinafter referred to as the Districts); and

WHEREAS, at this time, this City Council desires to conduct proceedings to provide for the annual levy of assessments for the ensuing fiscal year, to provide for the costs and expenses necessary for continued maintenance of improvements within said Districts; and

WHEREAS, at this time, there has been presented and approved by this City Council, the Engineer's Reports as required by law, and this City Council desires to conduct the proceedings for said annual levy.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for Fiscal Year 2025-26 for the continued maintenance of certain improvements, all to service and benefit said Districts as said area is shown and delineated on the maps as previously approved by this City Council and on file with the City Clerk in the Records Management Department, open to public inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the Engineer’s Reports, incorporated herein as a part hereof.

REPORT

SECTION 3. That the Engineer's Reports regarding the annual levy for said Districts, which Reports are for maintenance for said fiscal year, are hereby approved and are directed to be filed with the City Clerk in the Records Management Department.

ASSESSMENT

SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the Districts for Fiscal Year 2025-26 as set forth and described in said Engineer's Reports, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in said Reports. The assessments for Districts No. 1, 2, and 3 (Zone 2000-1) is not proposed to increase from the previous year. The assessment for District No. 3 (Zone 2000-2) is proposed to adjust by 2.94% but do not exceed the maximum annual assessments as previously authorized to be levied and, therefore, the proposed levy of assessments for Fiscal Year 2025-26 are not deemed to be "increased" over the maximum annual assessments.

DESCRIPTION OF MAINTENANCE

SECTION 5. The assessments levied and collected shall be for the maintenance of certain parkway landscaping and appurtenant improvements, as set forth in the Engineer's Reports, referenced and so incorporated herein.

BOUNDARIES OF DISTRICTS

SECTION 6. Said contemplated maintenance work is in the opinion of this City Council, of direct benefit to the properties within the boundaries of the Districts, and this City Council makes the costs and expenses of said maintenance chargeable upon the Districts benefited by said improvement and maintenance, and the Districts shall be assessed to pay the costs and expenses thereof. Said Districts shall include each and every parcel of land within the boundaries of said Districts, as said Districts are shown on the maps as approved by this City Council and on file in the Records Management Department.

PUBLIC PROPERTY

SECTION 7. Any lots or parcels of land known as public property, as the same are defined in Section 22663 of Division 15, Part 2, of the Streets and Highways Code of the State of California, which are included within the boundaries of the Districts, shall be omitted and exempt from any assessment to be made under these proceedings to cover any of the costs and expenses of said improvement and maintenance work.

PUBLIC HEARING

SECTION 8. NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD THE 15th DAY OF JULY, 2025, AT 6:30 P.M., AT THE REGULAR MEETING OF THE CITY COUNCIL, IN THE COUNCIL CHAMBERS, LOCATED AT CITY HALL, 303 EAST B STREET, ONTARIO, CA, WHICH IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, BY PROPERTY OWNERS AFFECTED HEREBY AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION; PROVIDED, THAT, IN THE EVENT THE JULY 15, 2025 CITY COUNCIL MEETING IS HELD VIA TELECONFERENCE AND/OR VIDEO CONFERENCE 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. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

SECTION 9. That the City Clerk is hereby authorized and directed to publish, pursuant to Government Code Section 6061, a copy of this Resolution in a newspaper of general circulation within said City, said publication shall be made one time and not less than ten (10) days before the date set for the Public Hearing.

SECTION 10. That this Resolution shall take effect immediately upon its adoption.

SECTION 11. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Claudia Hernandez
City of Ontario
303 East “B” Street
Ontario, California 91764
(909) 395-2261

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

PASSED, APPROVED, AND ADOPTED this 17th day of June, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 17, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held June 17, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2025-26 IN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICT NO. 4, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

WHEREAS, the City Council of the City of Ontario, California, has previously formed a landscaping maintenance assessment district, and authorized the levy of assessments therein pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California (the "1972 Act"), Article XIII D of the Constitution of the State of California ("Article XIIID"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIII D and the Implementation Act are referred to collectively as the "Assessment Law") in what is known and designated as

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICT NO. 4

(the "District"); and

WHEREAS, the City Council previously undertook proceedings as required by the Assessment Law to consider the approval of the levy of (a) maximum annual assessments to finance the estimated costs of the maintenance of all of the improvements to ultimately be maintained upon the completion and acceptance thereof for maintenance, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received; together with a formula pursuant to which such maximum assessment may be adjusted annually for inflation, and (b) an initial annual assessment of the estimated costs of the maintenance of those improvements to be maintained during the Fiscal Year, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received; and

WHEREAS, upon the conclusion of the public hearing related to the proposed levy of the maximum annual assessments referred to in the preceding recital, the assessment ballots submitted in favor of the maximum annual assessments and the assessment ballots received in opposition to the levy of the maximum annual assessments were tabulated with assessment ballots weighted according to the proportional financial obligation of the affected properties; and

WHEREAS, as a result of the tabulation of the assessment ballots submitted, it was determined that the assessment ballots submitted, and not withdrawn, in favor of the proposed maximum annual assessment exceeded the assessment ballots submitted, and not withdrawn, in opposition to the levy of the maximum annual assessment; and

WHEREAS, this City Council has initiated proceedings to provide for the annual levy of assessments for referenced Fiscal Year 2025-26, to finance the costs and expenses necessary for continual maintenance of improvements within said District; and

WHEREAS, at this time, there has been presented and approved by this City Council, the Assessment Engineer's Report as required by the Assessment Law, and this City Council desires to conduct the proceedings to authorize said annual levy; and

WHEREAS, the proposed annual assessments of 2.94% for Fiscal Year 2025-26 as set forth in the Assessment Engineer's Report do not exceed the maximum annual assessments as previously authorized to be levied and, therefore, the proposed levy of assessments for Fiscal Year 2025-26 are not deemed to be "increased" over the maximum annual assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

RECITALS

SECTION 1. That the above recitals are all true and correct.

IMPROVEMENTS AND MAINTENANCE

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for Fiscal Year 2025-26 for the continued maintenance of the improvements described below, all to service and specially benefit the properties within said District as shown and delineated on a map as previously approved by this City Council and on file with the City Clerk in the Records Management Department, open to public inspection, and herein so referenced and made a part hereof.

The improvements to be maintained include the landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalks within designated medians, parkways, other public rights-of-way and dedicated easements specially benefiting the properties within the District.

The maintenance of such landscaping shall include the furnishing of services and materials for the ordinary and usual maintenance and servicing of the improvements, including:

(a) Repair, removal, or replacement of all or any part of any improvement;

(b) Providing for the life, growth, health, and beauty of the improvements, including cultivation, irrigation, trimming, spraying, fertilizing, and/or treating for disease and injury; and

(c) The removal of trimmings, rubbish, and debris.

The annual assessment for Fiscal Year 2025-26 shall be levied only for those improvements completed or projected to be completed and accepted by this City Council for maintenance prior to or during said Fiscal Year.

ASSESSMENT ENGINEER'S REPORT

SECTION 3. That the Assessment Engineer's Report regarding the annual levy for said District, which Report is for maintenance for Fiscal Year 2025-26, is hereby approved and is directed to be filed with the City Clerk in the Records Management Department. Reference is made to such Report for a full and detailed description of the improvements to be maintained, the boundaries of the District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.

ASSESSMENT

SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the District for Fiscal Year 2025-26 as set forth and described in said Assessment Engineer's Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in the Assessment Engineer's Report.

BOUNDARIES OF DISTRICT

SECTION 5. Said contemplated maintenance work is in the opinion of this City Council, of direct benefit to the properties within the boundaries of the District, and this City Council makes the costs and expenses of said maintenance chargeable upon the District, which is benefited by said improvement and maintenance, and the District shall be assessed to pay the costs and expenses thereof. Said District shall include each and every parcel of land within the boundaries of said District, as said District is shown on a map as approved by this City Council and on file in the Records Management Department, and so designated by the name of the District.

PUBLIC HEARING

SECTION 6. NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD THE 15th DAY OF JULY, 2025, AT 6:30 P.M., AT THE REGULAR MEETING OF THE CITY COUNCIL, IN THE COUNCIL CHAMBERS, LOCATED AT CITY HALL, 303 EAST B STREET, ONTARIO, CA, WHICH IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, BY ANY INTERESTED PERSON AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION; PROVIDED, THAT, IN THE EVENT THE JULY 15, 2025 CITY COUNCIL MEETING IS HELD VIA TELECONFERENCE AND/OR VIDEO CONFERENCE 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. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

SECTION 7. That the City Clerk is hereby authorized and directed to publish, pursuant to Government Code Section 6061, a copy of this Resolution in a newspaper of general circulation within said City, said publication shall be made one time and not less than ten (10) days before the date set for the Public Hearing.

EFFECTIVE DATE OF RESOLUTION

SECTION 8. That this Resolution shall take effect immediately upon its adoption.

PROCEEDING INQUIRIES

SECTION 9. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Claudia Hernandez
City of Ontario
303 East “B” Street
Ontario, California 91764
(909) 395-2261

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

PASSED, APPROVED, AND ADOPTED this 17th day of June, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 17, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held June 17, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Cruz Torres Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez, Matthew Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING MAINTENANCE DISTRICT NOS. 1 AND 2 FOR FISCAL YEAR 2025-26**

RECOMMENDATION: That the City Council consider and adopt:

A. Resolution ordering the preparation of the Assessment Engineer's Reports for proceedings for the annual assessment levy within Street Lighting Maintenance District (SLMD) Nos. 1 and 2;
B. Resolution approving the Assessment Engineer's Reports for the annual levy of assessments within SLMD Nos. 1 and 2; and
C. Resolution for each district declaring the City's intention to provide for an annual levy and collection of assessments for Fiscal Year 2025-26 and set the date of July 15, 2025, for a Public Hearing on each district in accordance with the Landscaping and Lighting Act of 1972.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: As proposed, special assessment revenue will be generated in the amount of $368,131 from SLMD No. 1 and $104,777 from SLMD No. 2 during Fiscal Year 2025-26. A portion of the facilities within SLMD No. 1 provide a general benefit to the public at large and cannot be funded with the assessment. The amount of the general benefit is $36,719. The Fiscal Year 2025-26 Proposed Budget includes a City Contribution of $12,000 from the General Fund. If approved, appropriations in the General Fund will be included in future Annual Budgets to City Council for approval as needed for the City Contribution to Streetlight Maintenance.

BACKGROUND & ANALYSIS: Street Lighting Maintenance District No. 1 was formed in 1984, and Street Lighting Maintenance District No. 2 was formed in 1999, pursuant to the Landscaping and Lighting Act of 1972 (the 1972 Act), to help minimize the continually increasing cost for maintaining and operating the City's street lighting system. A special assessment is levied annually on

benefiting properties for the cost of maintenance and operation of certain street lighting facilities within the districts. The locations of the districts are shown on the maps included in the Engineer's Reports.

The City's Public Works Agency establishes the annual maintenance costs and maintains the street lighting system. An Engineer's Report for each district must be prepared annually, apportioning the costs to each parcel within the districts. The districts are comprised of commercial, industrial and some multi-family residential properties. Due to varying characteristics, the districts are organized into benefit zones and/or maintenance areas. Each zone/maintenance area is assessed for only the operation and maintenance of the facilities from which it receives direct special benefit. The total assessment for each zone/maintenance area is then apportioned to its constituent parcels. Therefore, the assessments are unique and specific to each individual parcel of property.

In 2021, the City conducted a study of the current status of the improvements maintained in Street Lighting Maintenance Districts No. 1 and 2 to determine the funding that will be required for upcoming upgrades and normal replacement cycles. The capital replacement cost for Fiscal Year 2025-26 is $220,877 and was apportioned as follows: $176,451 for SLMD No. 1 (Zone 2000-1); $16,530 for SLMD No. 1 (Zone 2000-2); and $27,896 for SLMD No. 2.

The total assessment during Fiscal Year 2024-25 was $350,101 in SLMD No. 1, and $104,778 in SLMD No. 2. The proposed Fiscal Year 2025-26 assessment for the two street light maintenance districts is based on estimated costs for the operation, maintenance, and servicing of the facilities included in the Fiscal Year 2025-26 Proposed Budget. The proposed total assessments for Fiscal Year 2025-26 are $368,131 in SLMD No. 1, and $104,777 in SLMD No. 2. A portion of the facilities within SLMD No. 1 provide a general benefit to the public at large and cannot be funded with the assessment. The amount of this general benefit is $36,719 for Fiscal Year 2025-26. The general benefit will rely on a General Fund subsidy, and it will be included in the City's budget for Fiscal Year 2025-26. The assessed tax rates for Fiscal Year 2024-25, and the proposed and maximum tax rates for Fiscal Year 2025-26, are shown in Exhibit A.

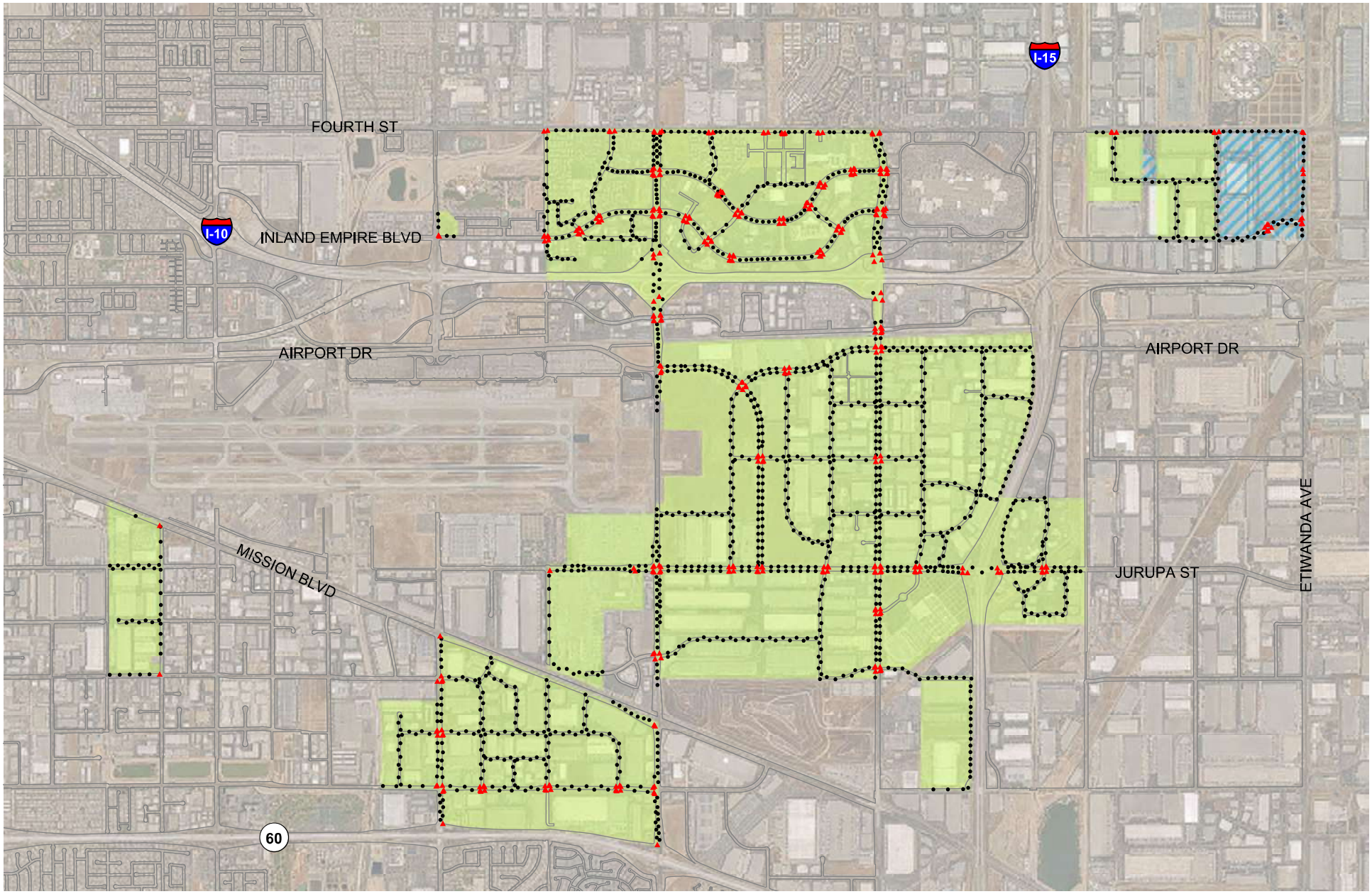
Pursuant to the 1972 Act, Engineer's Reports have been prepared for each district and are on file with the Records Management Department. Each report includes plans and specifications for the improvements being operated and maintained, an estimate of costs, a diagram of the area proposed to be assessed (boundary and inventory maps), and an assessment of the costs to the various parcels within the districts.

A public hearing is required for each district prior to adoption of the proposed assessments. A combined public hearing will be held on July 15, 2025. Following consideration of all public comments and written protests at a noticed public hearing and review of the Engineer's Reports, the City Council may order amendments to the Reports or confirm the Reports as submitted. At the conclusion of the public hearing the City Council will consider adoption of Resolutions confirming the assessments and ordering the levy of the assessments for Fiscal Year 2025-26. Notice of the public hearing for the levy of assessments will be published in the local newspaper, in accordance with the applicable statutes.

EXHIBIT A

Street Light Maintenance Districts 1 & 2 Proposed Levy Rates FY 2025-26

		Prior Year 2024-25	Maximum 2025-26	Proposed 2025-26
SLMD No. 1, Zone 2000-1	per AU	$ 119.17	$ 195.88	$ 122.67
SLMD No. 1, Zone 2000-2	per AU	$ 69.32	$ 160.55	$ 71.35
SLMD No. 2, MA# 99-1		$ 3,895.00	$ 13,970.00	$ 4,883.00
SLMD No. 2, MA# 99-2		$ 2,498.00	$ 6,946.00	$ 2,347.00
SLMD No. 2, MA# 99-3		$ 4,389.00	$ 11,577.00	$ 3,912.00
SLMD No. 2, MA# 99-4		$ 1,638.00	$ 4,636.00	$ 1,565.00
SLMD No. 2, MA# 99-5		$ 2,387.00	$ 4,346.00	$ 2,723.00
SLMD No. 2, MA# 99-6		$ 14,158.00	$ 40,569.00	$ 14,201.00
SLMD No. 2, MA# 99-7		$ 945.00	$ 1,255.00	$ 1,061.00
SLMD No. 2, MA# 99-8		$ 3,330.00	$ 9,262.00	$ 3,912.00
SLMD No. 2, MA# 00-1		$ 3,862.00	$ 4,262.00	$ 3,912.00
SLMD No. 2, MA# 00-2		$ 1,665.00	$ 2,843.00	$ 1,565.00
SLMD No. 2, MA# 00-3		$ 9,155.00	$ 15,627.00	$ 8,607.00
SLMD No. 2, MA# 00-4		$ 56,856.00	$ 89,485.00	$ 56,088.00



Street Light Maintenance District No.1 Vicinity Map

CITY OF ONTARIO

Legend

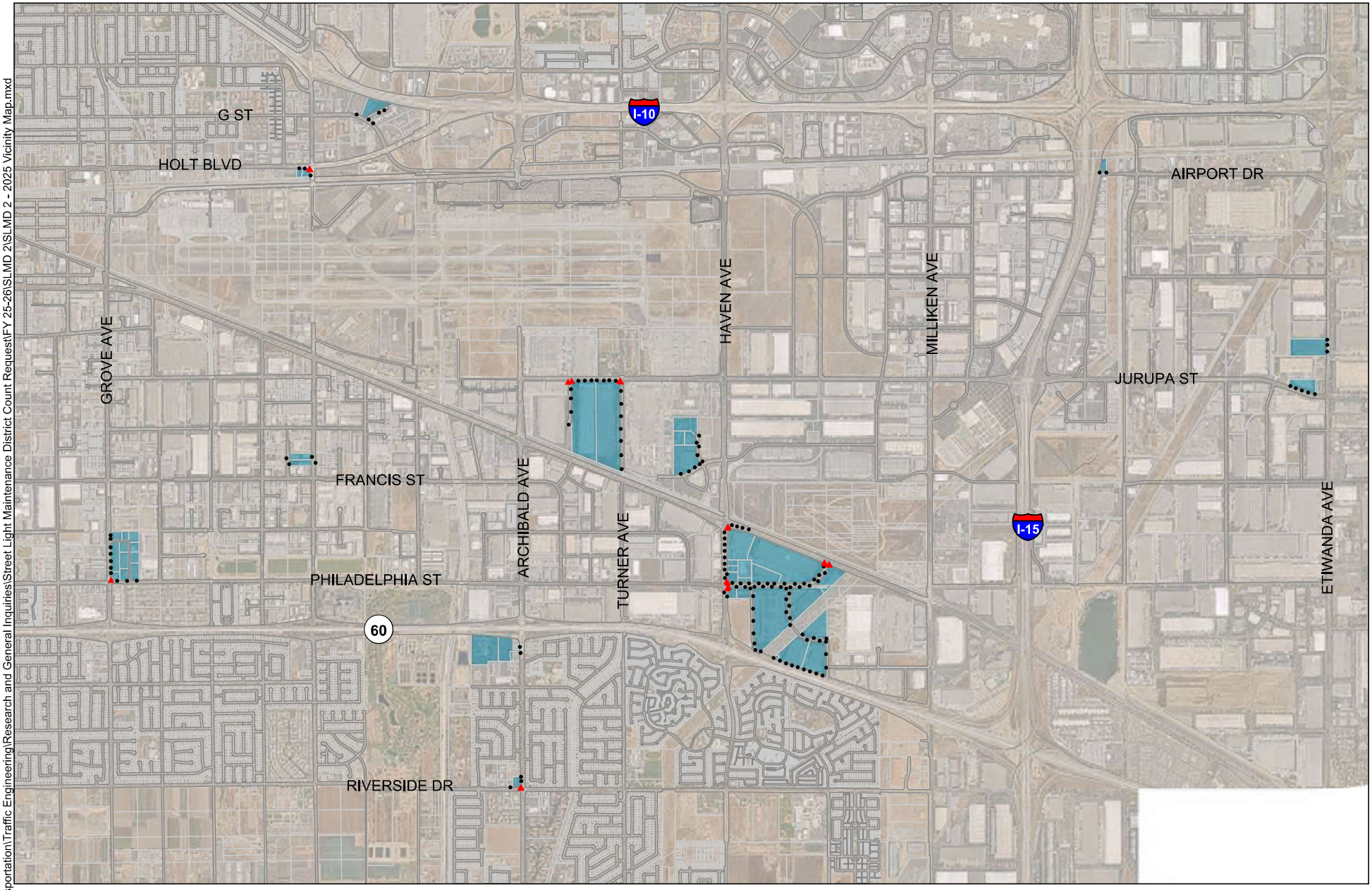
- Safety Light (339)
- Conventional (1,519)
- Zone 2000-1
- Zone 2000-2

N
W E
S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 1\SLMD 1 - 2025 Vicinity Map.mxd



Street Light Maintenance District No. 2 Vicinity Map

CITY OF ONTARIO

Legend

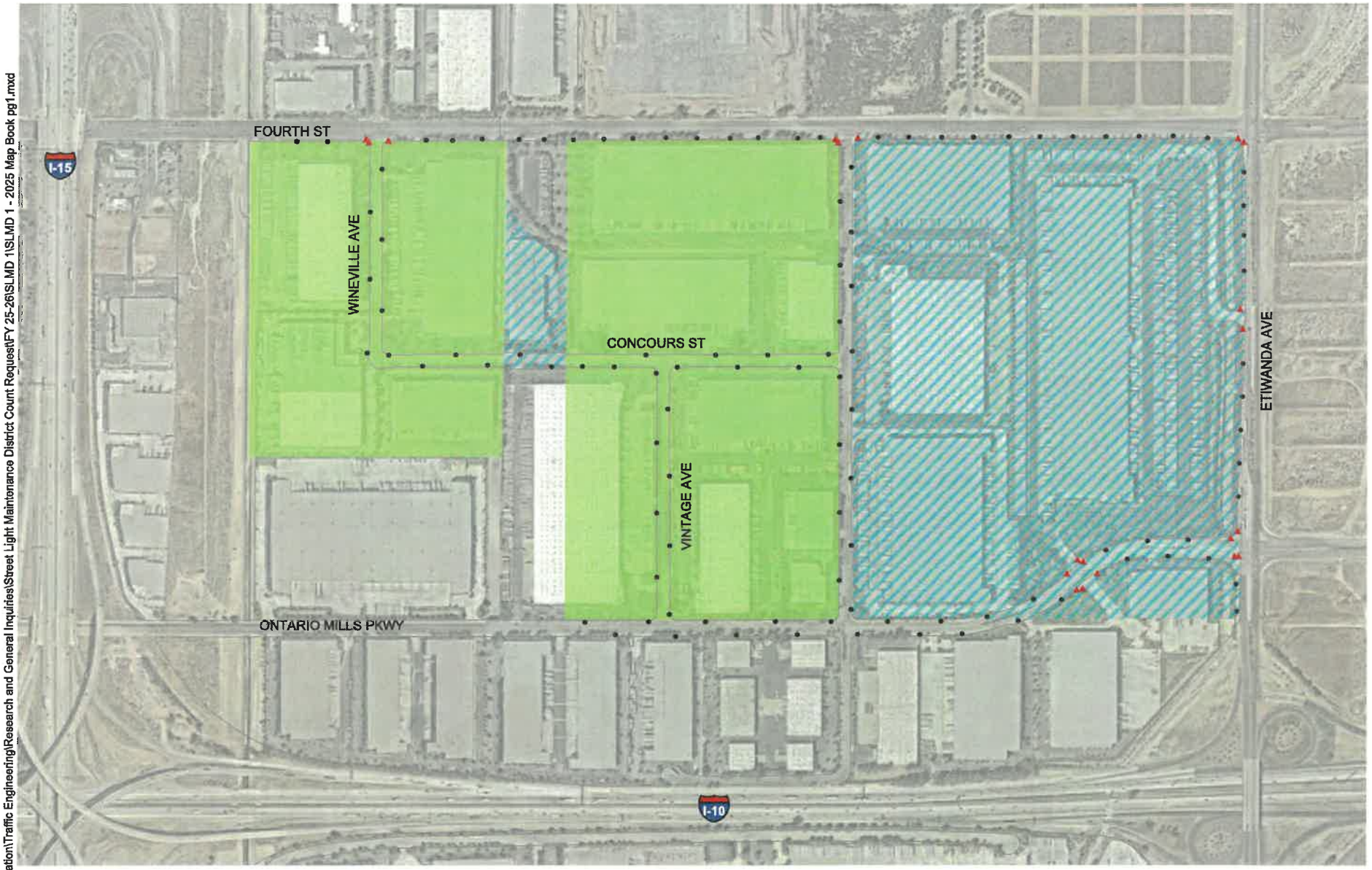
- Safety Light (19)
- Conventional (145)
- Maintenance District 2

N W E S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 2\SLMD 2 - 2025 Vicinity Map.mxd



Street Light Maintenance District No.1 Boundary and Inventory Map

CITY OF ONTARIO

Legend

- Safety Light
- Conventional
- Zone 2000-1
- Zone 2000-2

N W E S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 1\SLMD 1 - 2025 Map Book pg1.mxd

Street Light Maintenance District No.1 Boundary and Inventory Map

Legend

- Safety Light
- Conventional
- Zone 2000-1

N
W E
S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 1\SLMD 1 - 2025 Map Book pg2.mxd

Street Light Maintenance District No.1 Boundary and Inventory Map

CITY OF ONTARIO

Legend

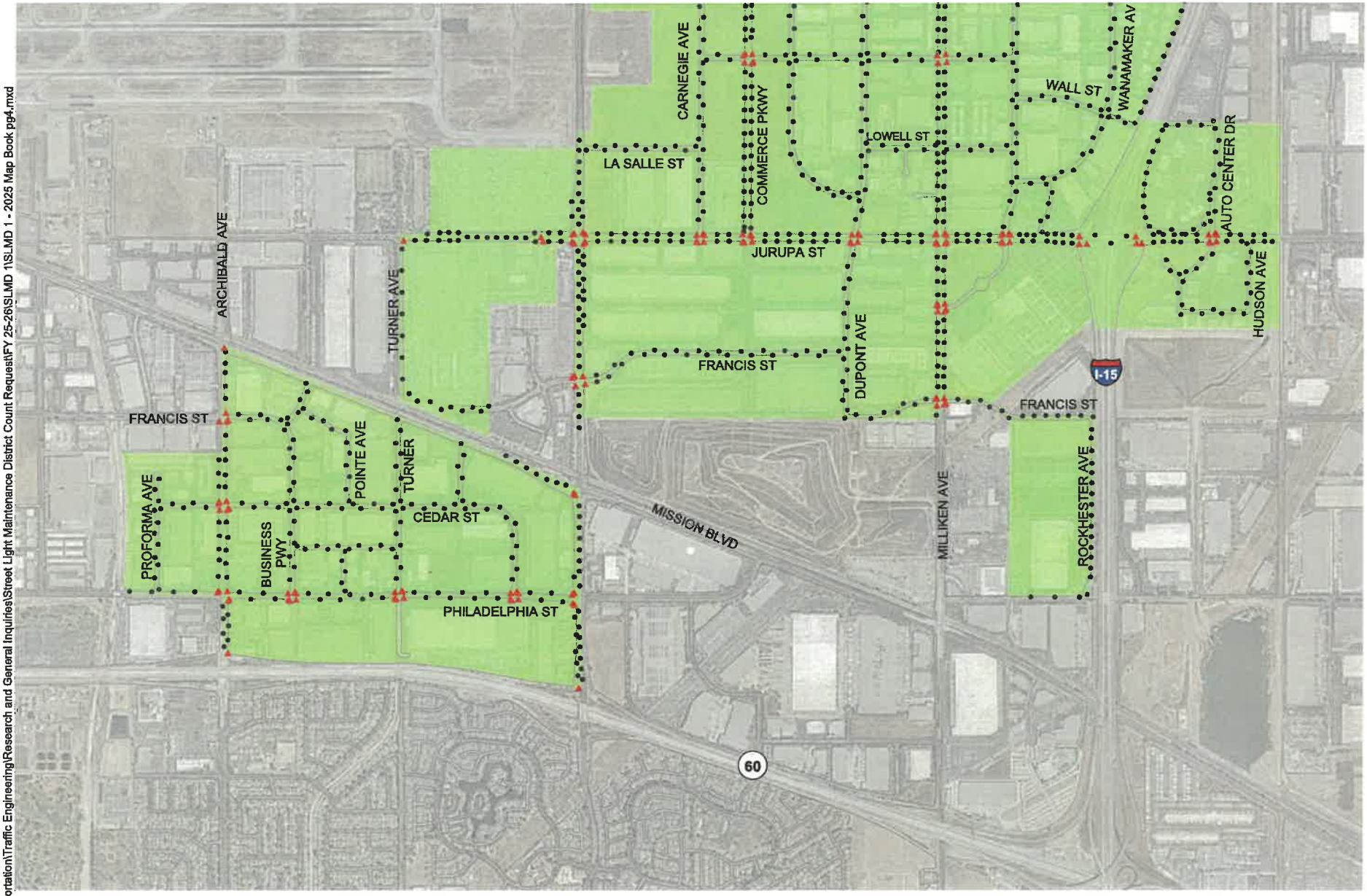
- Safety Light
- Conventional
- Zone 2000-1

N
W E
S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 1\SLMD 1 - 2025 Map Book pg3.mxd



Street Light Maintenance District No.1 Boundary and Inventory Map

CITY OF ONTARIO

Legend

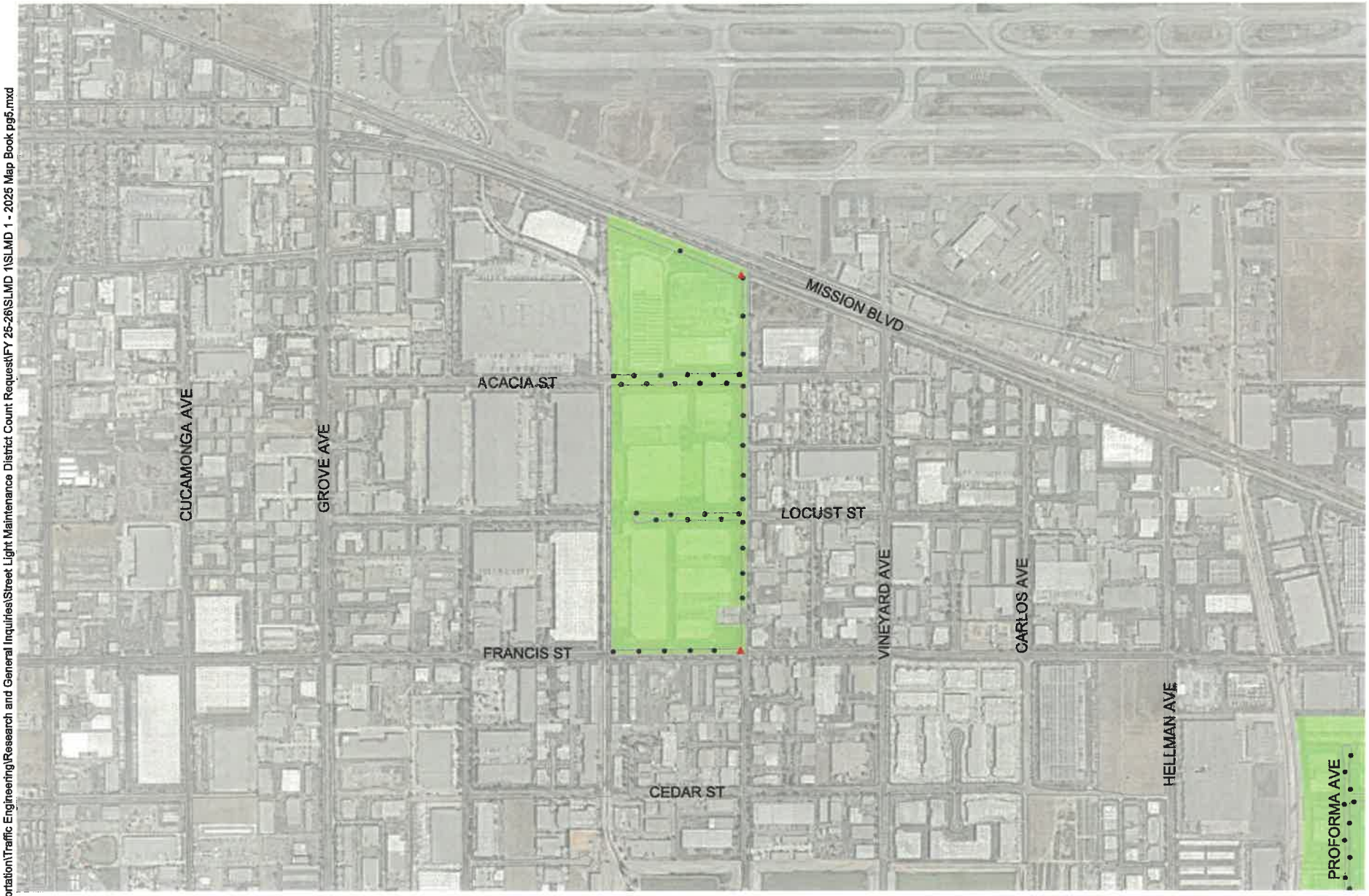
- Safety Light
- Conventional
- Zone 2000-1

N W E S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 1\SLMD 1 - 2025 Map Book pg4.mxd



Street Light Maintenance District No.1 Boundary and Inventory Map

CITY OF ONTARIO

Legend

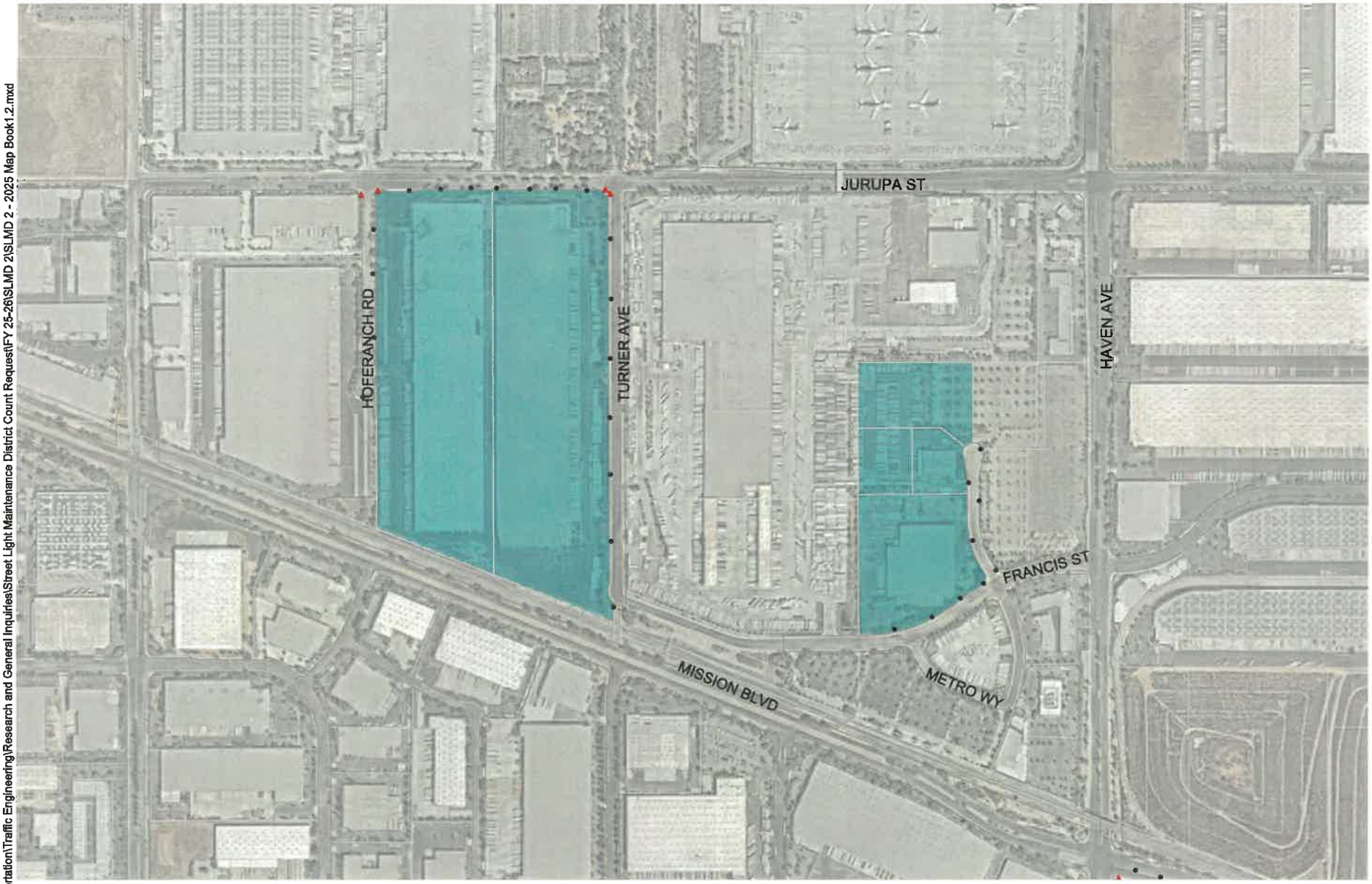
- Safety Light
- Conventional
- Zone 2000-1

N
W E
S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 1\SLMD 1 - 2025 Map Book pg5.mxd



Street Light Maintenance District No.2 Boundary and Inventory Map

Legend

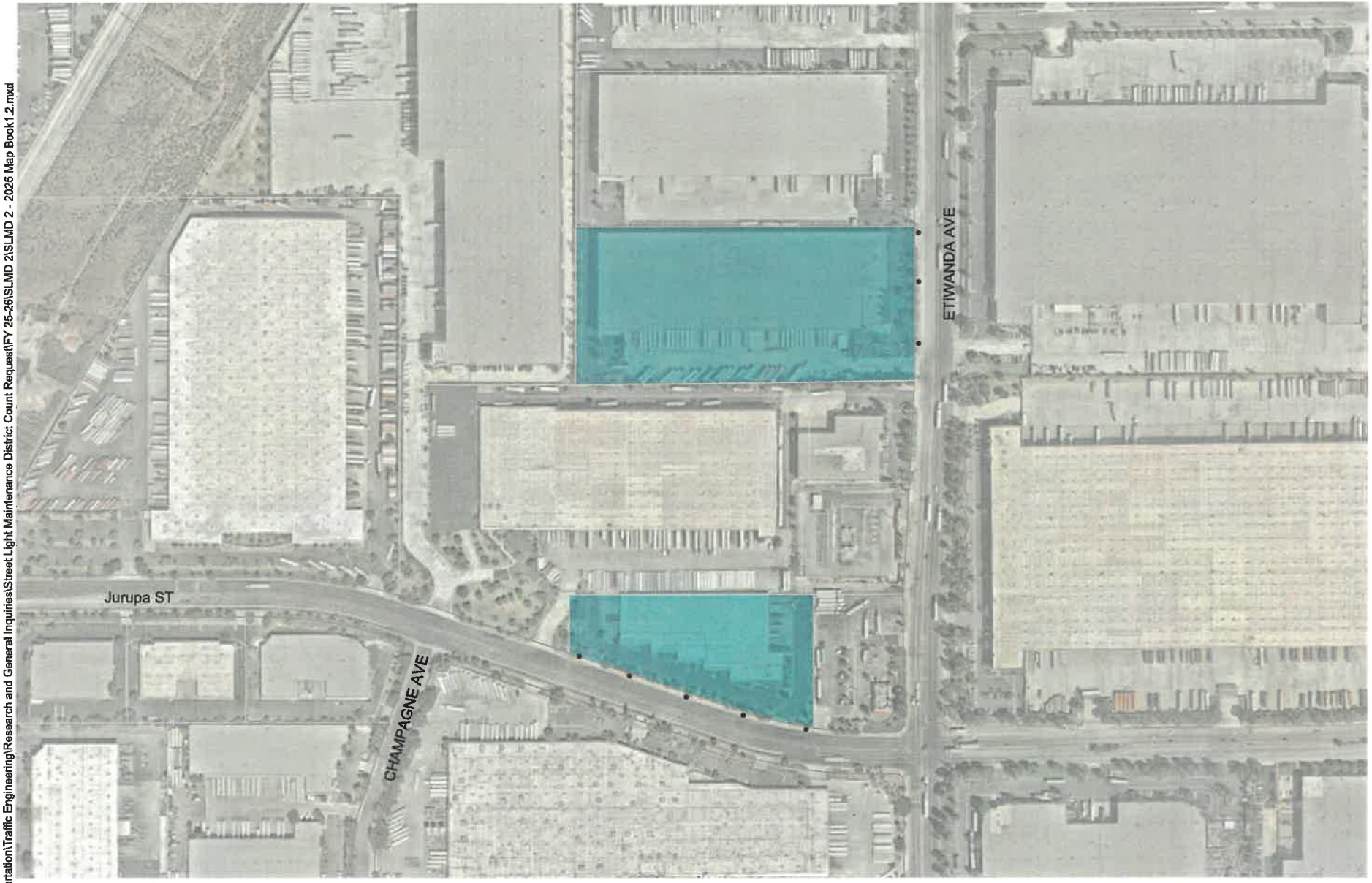
- Safety Light
- Conventional
- Maintenance District 2

N
W E
S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 2\SLMD 2 - 2025 Map Book1.2.mxd



Street Light Maintenance District No.2 Boundary and Inventory Map

Legend

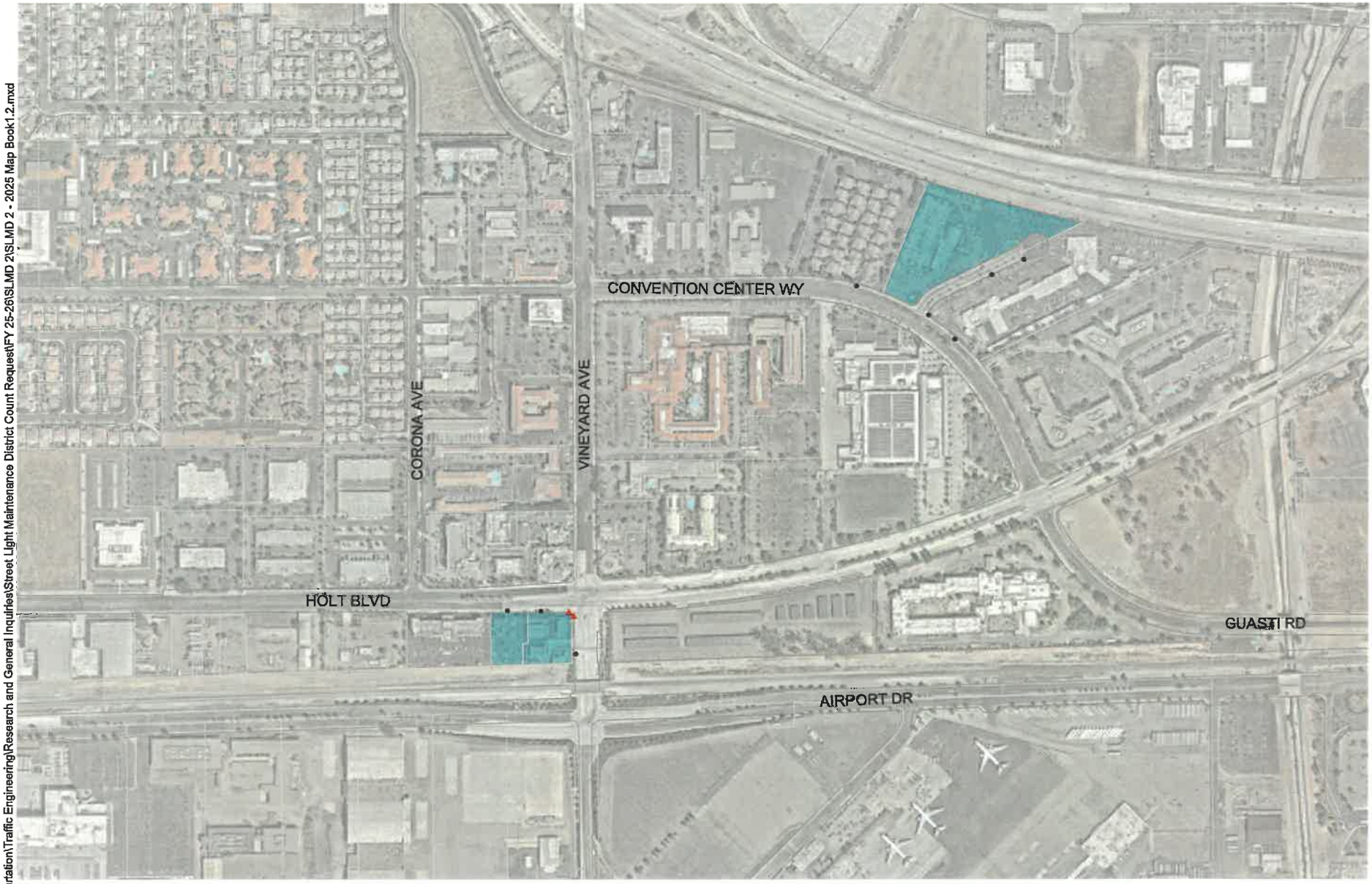
- Conventional
- Maintenance District 2

N
W E
S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 2\SLMD 2 - 2025 Map Book1.2.mxd



Street Light Maintenance District No.2 Boundary and Inventory Map

Legend

- Safety Light
- Conventional
- Maintenance District 2

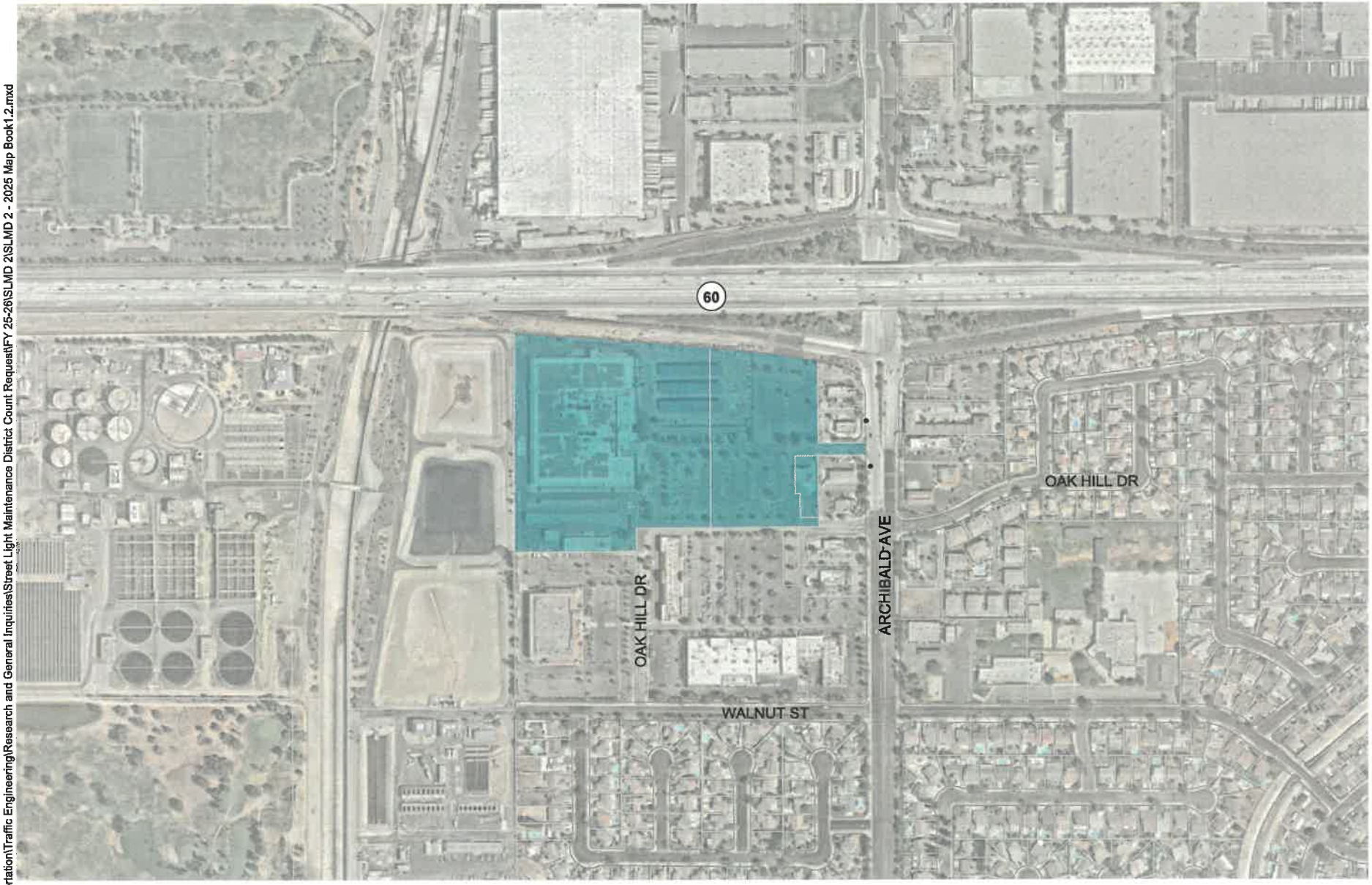
N
W E
S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 2\SLMD 2 - 2025 Map Book1.2.mxd

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 2\SLMD 2 - 2025 Map Book1.2.mxd



Street Light Maintenance District No.2 Boundary and Inventory Map

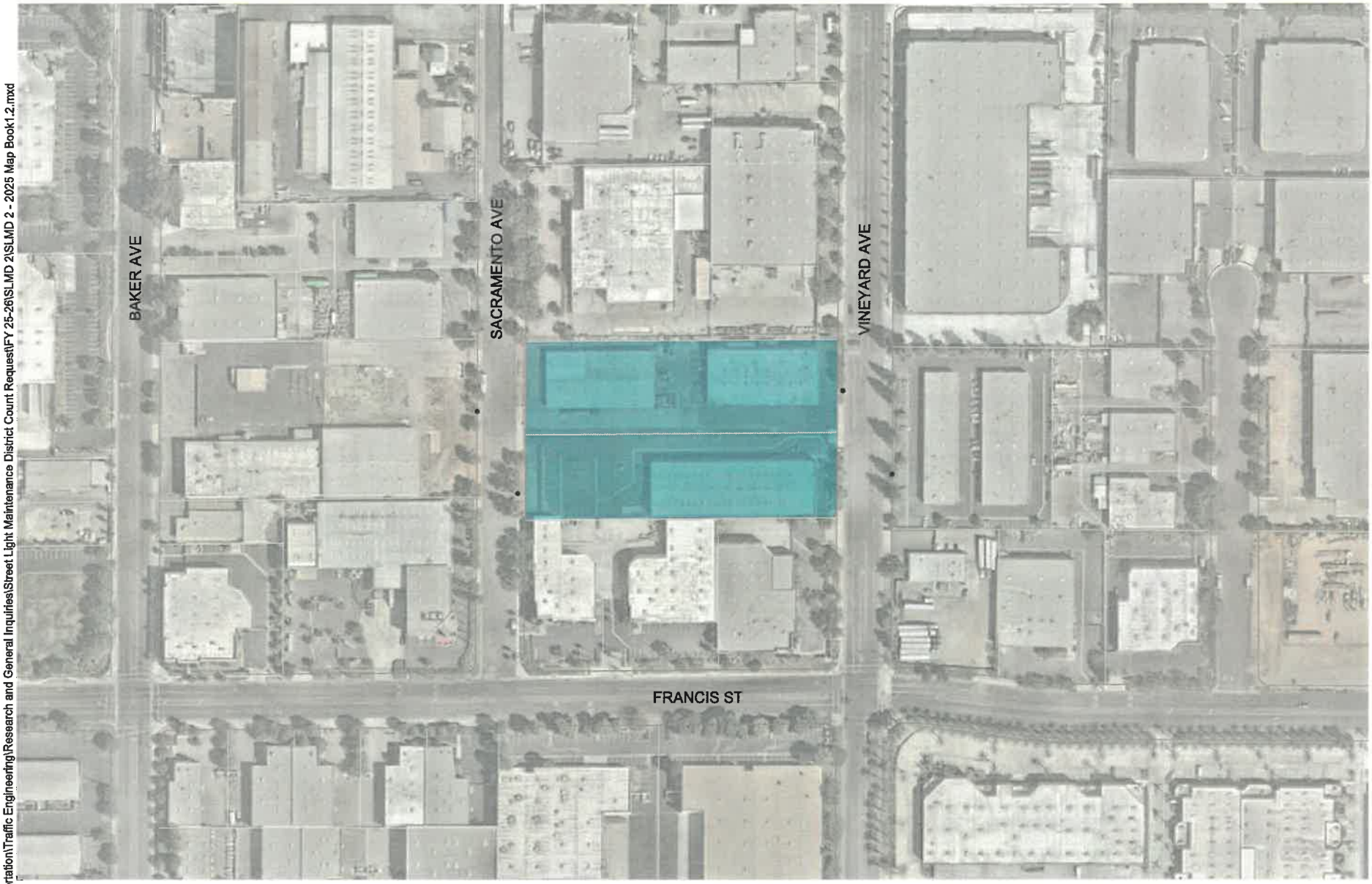
Legend

- Conventional
- Maintenance District 2

N
W E
S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025



Street Light Maintenance District No.2 Boundary and Inventory Map

Legend

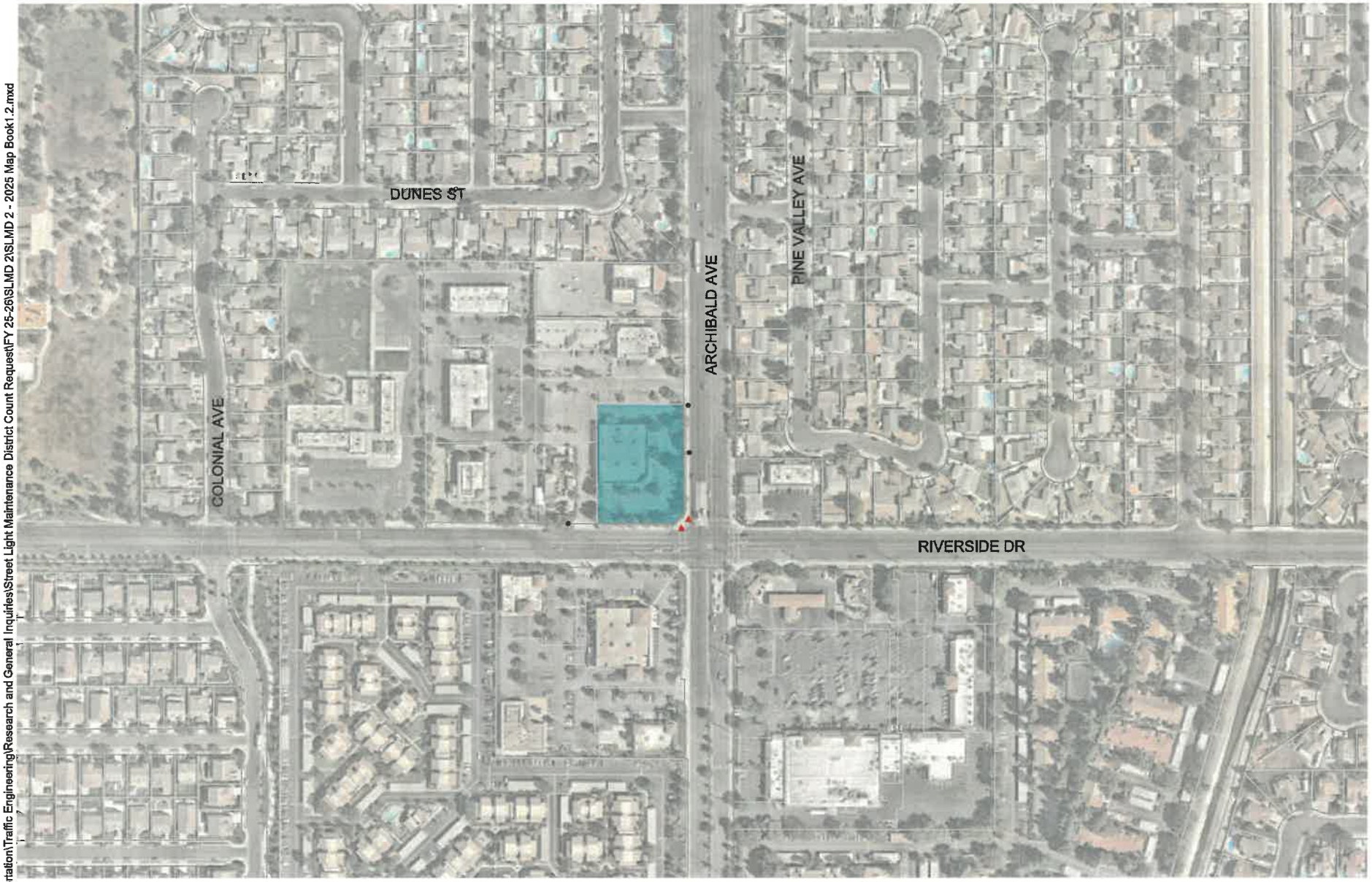
- Conventional
- Maintenance District 2

N
W E
S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 2\SLMD 2 - 2025 Map Book1.2.mxd



Street Light Maintenance District No.2 Boundary and Inventory Map

Legend

- Safety Light
- Conventional
- Maintenance District 2

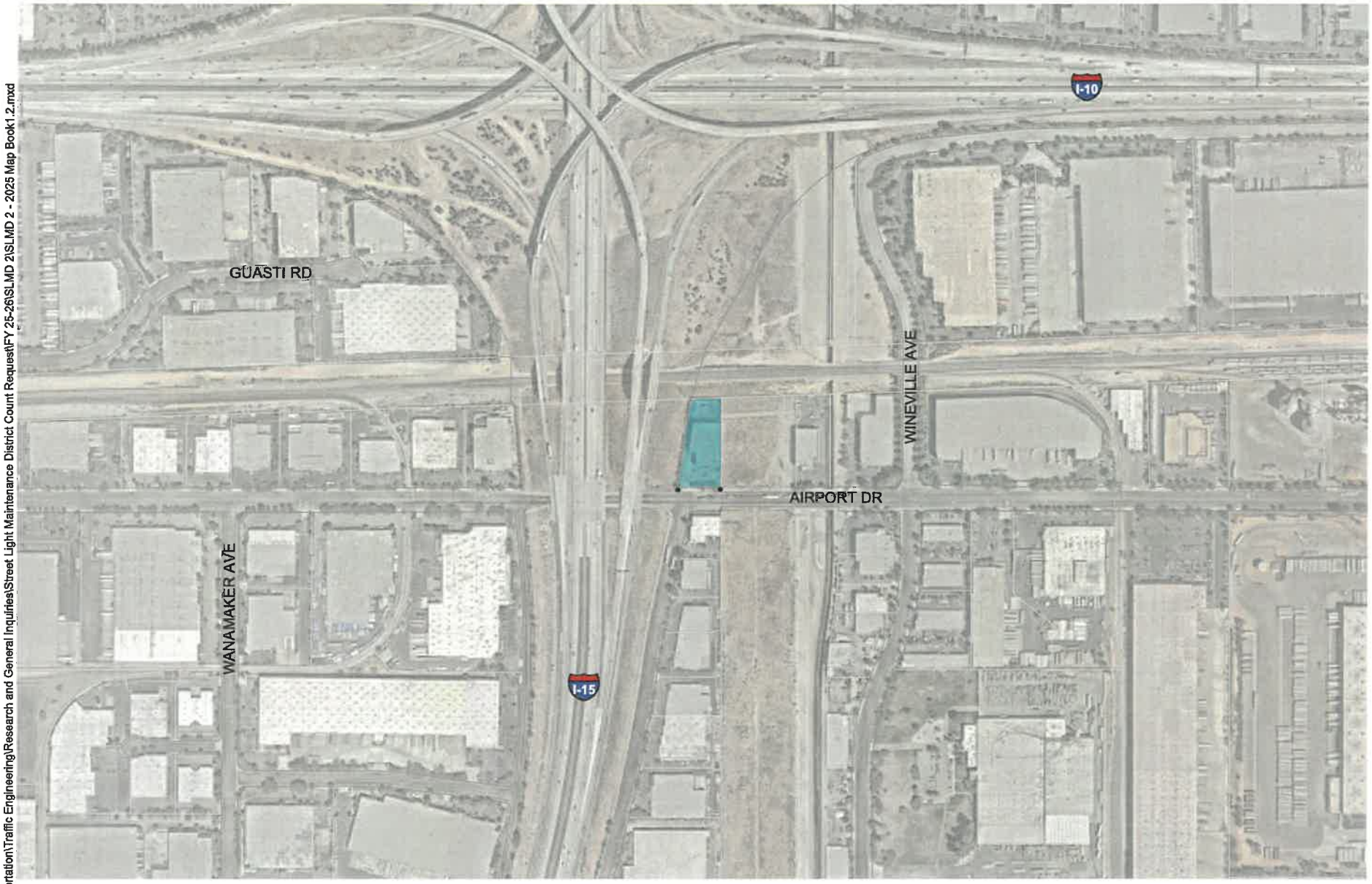
N
W E
S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 2\SLMD 2 - 2025 Map Book1.2.mxd

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 2\SLMD 2 - 2025 Map Book1.2.mxd



Street Light Maintenance District No.2 Boundary and Inventory Map

CITY OF ONTARIO

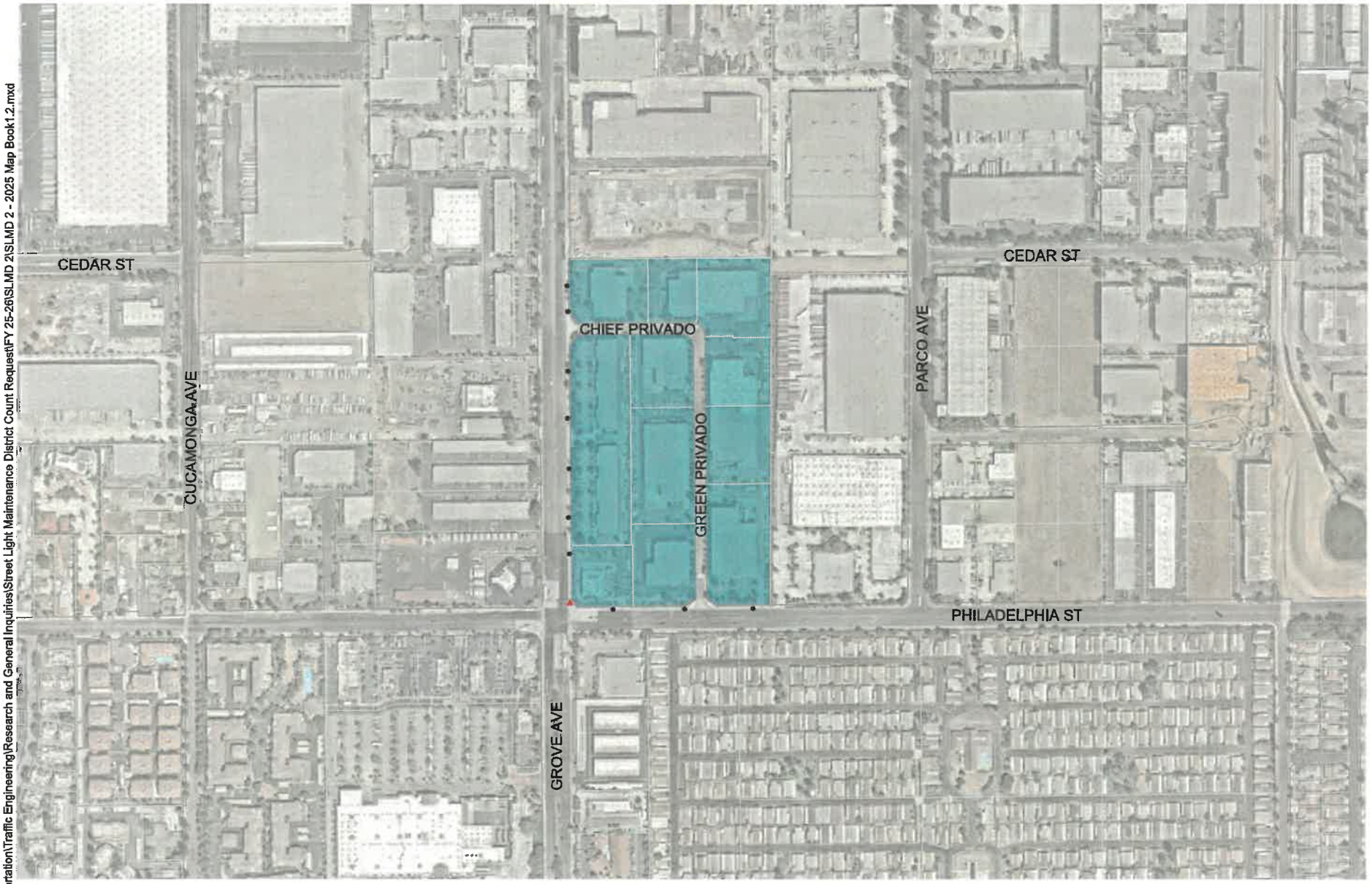
Legend

- Conventional
- Maintenance District 2

N W E S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025



Street Light Maintenance District No.2 Boundary and Inventory Map

Legend

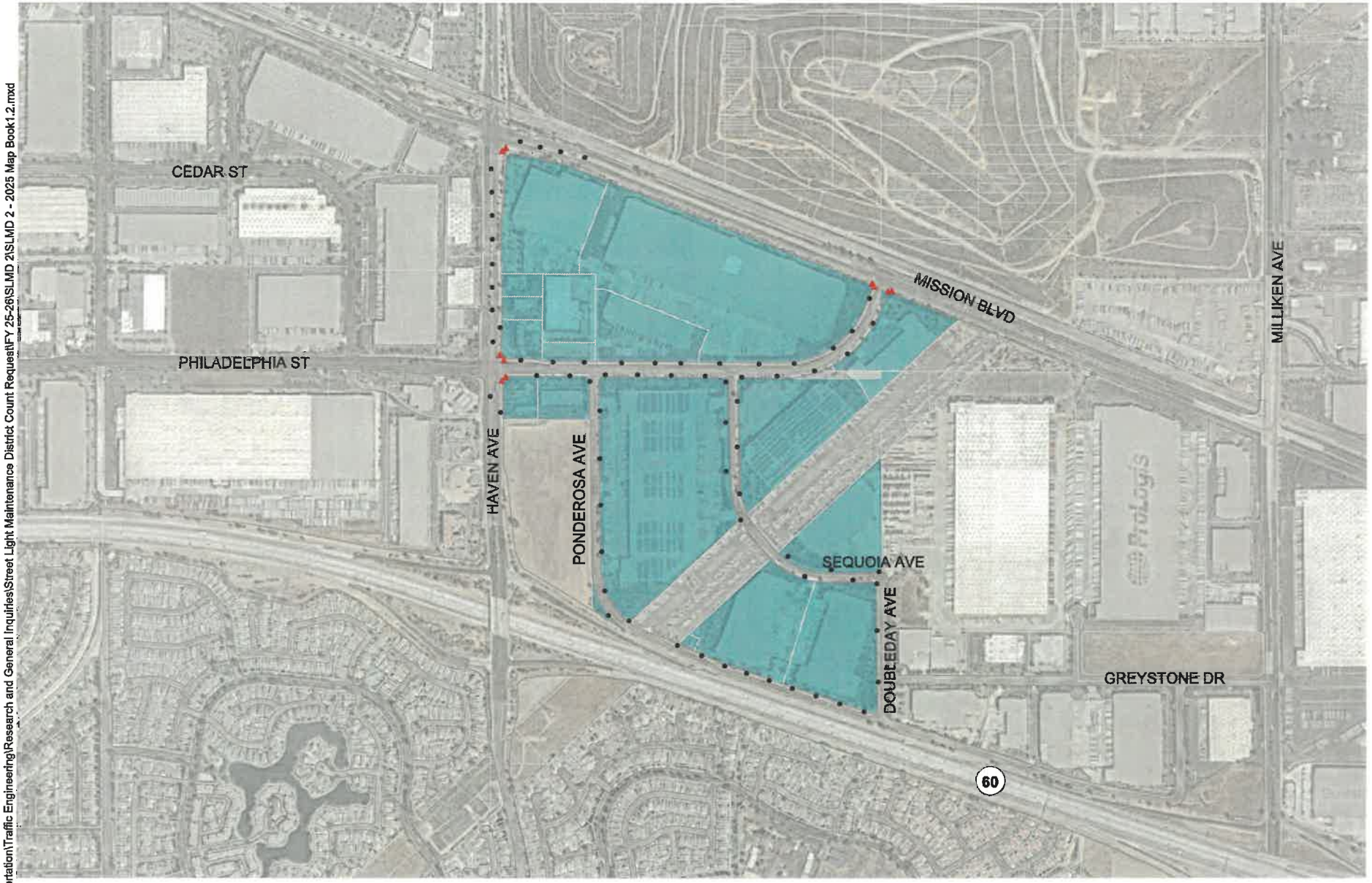
- Safety Light
- Conventional
- Maintenance District 2

N
W E
S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 2\SLMD 2 - 2025 Map Book1.2.mxd



Street Light Maintenance District No.2 Boundary and Inventory Map

Legend

- Safety Light
- Conventional
- Maintenance District 2

N W E S

Note: Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 5/1/2025

S:\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 25-26\SLMD 2\SLMD 2 - 2025 Map Book1.2.mxd

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE PREPARATION OF THE ASSESSMENT ENGINEER'S REPORTS PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR PROCEEDINGS FOR THE ANNUAL ASSESSMENT LEVY WITHIN ONTARIO STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND NO. 2 FOR FISCAL YEAR 2025-26.

WHEREAS, the City Council of the City of Ontario, California, previously formed maintenance districts pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California (the "1972 Act"), known and designated as

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND 2

(the "Districts"); and

WHEREAS, at this time the City Council desires to initiate proceedings to provide for the annual levy of assessments for Fiscal Year 2025-26 to provide for the annual costs for maintenance of improvements within the Districts; and

WHEREAS, the proceedings for the annual levy of assessments shall relate to the Fiscal Year commencing July 1, 2025, and ending June 30, 2026; and

WHEREAS, there has been submitted to this City Council for its consideration at this time, maps showing the boundaries of the areas affected by the levy of the assessments for the above-referenced Fiscal Year, and inventory maps showing and describing in general the works of improvement proposed to be maintained in said Districts, said description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the maps entitled

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND 2
BOUNDARY MAP AND INVENTORY MAPS

attached hereto, as submitted to this City Council, showing the boundaries of the proposed areas to be assessed and showing the works of improvement to be maintained, are hereby approved, and a copy thereof shall be on file with the City Clerk in the Records

Management Department and open to public inspection. The proposed parcels and properties within said areas are those to be assessed to pay the costs and expenses for said maintenance work.

SECTION 3. That the proposed maintenance work within the areas proposed to be assessed shall be for street lighting and signal and appurtenant improvements, as said maintenance work is set forth in the Reports to be presented to this City Council for consideration.

SECTION 4. That the Assessment Engineer, Willdan Financial Services, is hereby ordered to prepare and file with this City Council the Assessment Engineer's Reports relating to said annual assessment and levy in accordance with the provisions of 1972 Act, Article XIII D of the Constitution of the State of California ("Article XIII D"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIII D and the Implementation Act are referred to collectively as the "Assessment Law").

SECTION 5. That upon completion, said Assessment Engineer's Reports shall be filed with the City Clerk, who shall then submit the same to this City Council for its consideration pursuant to the Assessment Law.

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

PASSED, APPROVED, AND ADOPTED this 17th day of June, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 17, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held June 17, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ASSESSMENT ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND NO. 2 FOR FISCAL YEAR 2025-26.

WHEREAS, the City Council of the City of Ontario, California, pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California (the "1972 Act"), Article XIII D of the Constitution of the State of California ("Article XIII D"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIII D and the Implementation Act are referred to collectively as the "Assessment Law"), did, by previous Resolution, order the preparation of the Assessment Engineer's Reports for the annual levy of assessments for the referenced Fiscal Year in the maintenance assessment districts known and designated as

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND 2

(the "Districts"); and

WHEREAS, there has now been presented to this City Council the Assessment Engineer's Reports as required by the Assessment Law and as previously directed by Resolution; and

WHEREAS, this City Council has now examined and reviewed the Assessment Engineer's Reports as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments on a preliminary basis, have been assessed in accordance with the special benefits received from the improvements to be maintained, as set forth in said Assessment Engineer's Reports.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the Assessment Engineer's Reports as presented, consisting of the following:

A. Plans and specifications describing the general nature, location, and extent of the improvements to be maintained and the extent of such maintenance for each District;

B. An estimate of the cost of the maintenance of the improvements for each District for Fiscal Year 2025-26;

C. A diagram for each District, showing the area and properties proposed to be assessed; and

D. An annual assessment within each District for Fiscal Year 2025-26 of the estimated costs of the maintenance of those improvements to be maintained during such Fiscal Year, assessing the net amount upon all assessable lots and/or parcels within each District in proportion to the special benefits received;

are hereby approved on a preliminary basis and are ordered to be filed in the Records Management Department as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Assessment Engineer's Reports.

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

PASSED, APPROVED, AND ADOPTED this 17th day of June, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 17, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held June 17, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2025-26 IN ONTARIO STREET LIGHTING MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

WHEREAS, the City Council of the City of Ontario, California, has previously formed a street lighting maintenance assessment district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California (the “1972 Act”), in what is known and designated as

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICT NO. 1

(hereinafter referred to as the District); and

WHEREAS, the City Council has previously undertaken proceedings as required by the 1972 Act, Article XIII D of the Constitution of the State of California (“Article XIII D”), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the “Implementation Act and, together with the 1972 Act and Article XIII D, the “Assessment Law”) to approve and has approved the levy of maximum annual assessments to finance the estimated costs of the maintenance of all of the improvements to be maintained, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received; together with a formula pursuant to which such maximum assessments may be adjusted annually for inflation; and

WHEREAS, at this time, this City Council desires to conduct proceedings to provide for the annual levy of assessments for referenced Fiscal Year 2025-26, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

WHEREAS, at this time, there has been presented and approved by this City Council, the Engineer's Report as required by law, and this City Council desires to conduct the proceedings for said annual levy; and

WHEREAS, the proposed annual assessments for Fiscal Year 2025-26 as set forth in the Assessment Engineer’s Report increased by an average of 3.2% and do not exceed the maximum annual assessments as previously authorized to be levied and, therefore, the proposed levy of assessments for Fiscal Year 2025-26 are not deemed to be “increased” over the maximum annual assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for Fiscal Year 2025-26 for the continued maintenance of certain improvements, all to service and specially benefit said District s shown and delineated on the maps as previously approved by this City Council and on file with the City Clerk in the Records Management Department, open to public inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the Engineer's Report, incorporated herein as a part hereof.

REPORT

SECTION 3. That the Engineer's Report regarding the annual levy for said District, which Report is for maintenance for Fiscal Year 2025-26, is hereby approved and is directed to be filed with the City Clerk in the Records Management Department. Reference is made to such Report for a full and detailed description of the improvements to be maintained, the boundaries of the District and the zones therein, and the proposed assessments on assessable lots and parcels of land within the District.

ASSESSMENT

SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the District for Fiscal Year 2025-26 as set forth and described in said Engineer's Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in said Report.

DESCRIPTION OF MAINTENANCE

SECTION 5. The assessments levied and collected shall be for the maintenance of certain street lighting and appurtenant improvements, as set forth in the Engineer's Report, referenced and so incorporated herein.

BOUNDARIES OF DISTRICT

SECTION 6. Said contemplated maintenance work is in the opinion of this City Council, of special benefit to the properties within the boundaries of the District, and this City Council makes the costs and expenses of said maintenance chargeable upon the District, which is specially benefited by said improvement and maintenance, and the District shall be assessed to pay the costs and expenses thereof. Said District shall include each and every parcel of land within the boundaries of said District, as said District is shown on the maps as approved by this City Council and on file in the Records Management Department.

PUBLIC HEARING

SECTION 7. NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD THE 15th DAY OF JULY, 2025, AT 6:30 P.M., AT THE REGULAR MEETING OF THE CITY COUNCIL, IN THE COUNCIL CHAMBERS, LOCATED AT CITY HALL, 303 EAST B STREET, ONTARIO, CA, WHICH IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, BY PROPERTY OWNERS AFFECTED HEREBY AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION; PROVIDED, THAT, IN THE EVENT THE JULY 15, 2025 CITY COUNCIL MEETING IS HELD VIA TELECONFERENCE AND/OR VIDEO CONFERENCE 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. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

SECTION 8. That the City Clerk is hereby authorized and directed to publish, pursuant to Government Code Section 6061, a copy of this Resolution in a newspaper of general circulation within said City, said publication shall be made one time and not less than ten (10) days before the date set for the Public Hearing.

SECTION 9. That this Resolution shall take effect immediately upon its adoption.

SECTION 10. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Claudia Hernandez
City of Ontario
303 East “B” Street
Ontario, California 91764
(909) 395-2261

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

PASSED, APPROVED, AND ADOPTED this 17th day of June, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 17, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held June 17, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2025-26 IN ONTARIO STREET LIGHTING MAINTENANCE DISTRICT NO. 2, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

WHEREAS, the City Council of the City of Ontario, California, has previously formed a street lighting maintenance assessment district, and authorized the levy of assessments therein pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California (the "1972 Act"), Article XIII D of the Constitution of the State of California ("Article XIII D"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIII D and the Implementation Act are referred to collectively as the "Assessment Law") in what is known and designated as

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICT NO. 2

(the "District"); and

WHEREAS, the City Council previously undertook proceedings as required by the Assessment Law to consider the approval of the levy of (a) maximum annual assessments to finance the estimated costs of the maintenance of all of the improvements to ultimately be maintained upon the completion and acceptance thereof for maintenance, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received; together with a formula pursuant to which such maximum assessment may be adjusted annually for inflation, and (b) an initial annual assessment of the estimated costs of the maintenance of those improvements to be maintained during the Fiscal Year, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received; and

WHEREAS, upon the conclusion of the public hearing related to the proposed levy of the maximum annual assessments referred to in the preceding recital, the assessment ballots submitted in favor of the maximum annual assessments and the assessment ballots received in opposition to the levy of the maximum annual assessments were tabulated with assessment ballots weighted according to the proportional financial obligation of the affected properties; and

WHEREAS, as a result of the tabulation of the assessment ballots submitted, it was determined that the assessment ballots submitted, and not withdrawn, in favor of the proposed maximum annual assessment exceeded the assessment ballots submitted, and not withdrawn, in opposition to the levy of the maximum annual assessment; and

WHEREAS, this City Council has initiated proceedings to provide for the annual levy of assessments for Fiscal Year 2025-26, to finance the costs and expenses necessary for continued maintenance of improvements within said District; and

WHEREAS, at this time, there has been presented and approved by this City Council, the Assessment Engineer's Report as required by the Assessment Law, and this City Council desires to conduct the proceedings to authorize said annual levy; and

WHEREAS, the proposed annual assessments for Fiscal Year 2025-26 as set forth in the Assessment Engineer's Report increased by a net average of 3% and do not exceed the maximum annual assessments as previously authorized to be levied and, therefore, the proposed levy of assessments for Fiscal Year 2025-26 are not deemed to be "increased" over the maximum annual assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

RECITALS

SECTION 1. That the above recitals are all true and correct.

IMPROVEMENTS AND MAINTENANCE

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for Fiscal Year 2025-26 for the continued maintenance of the improvements described below, all to service and specially benefit the properties within said District as said area is shown and delineated on a map as previously approved by this City Council and on file with the City Clerk in the Records Management Department, open to public inspection, and herein so referenced and made a part hereof:

The improvements to be maintained include street lighting facilities specially benefiting the properties within the District. Such street lighting facilities include all works or improvements used or useful for street lighting, including luminaires, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communications circuits, appliances, attachments and appurtenances.

The maintenance of such street lighting facilities shall include the furnishing of services and materials for the ordinary and usual maintenance and servicing of the street lighting facilities, including:

(a) Repair, removal, or replacement of all or any part of any street lighting facility; and

(b) The provision of electric current for the operation of such street lighting facilities.

Reference is made to the Assessment Engineer's Report for further information regarding the improvements to be maintained and the scope of such maintenance.

The annual assessment for the referenced Fiscal Year shall be levied only for those improvements completed or projected to be completed and accepted by this City Council for maintenance prior to or during said Fiscal Year.

ASSESSMENT ENGINEER'S REPORT

SECTION 3. That the Assessment Engineer's Report regarding the annual levy for said District, which Report is for maintenance for Fiscal Year 2025-26, is hereby approved and is directed to be filed with the City Clerk in the Records Management Department. Reference is made to such Report for a full and detailed description of the improvements to be maintained, the boundaries of the District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.

ASSESSMENT

SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the District for Fiscal Year 2025-26 as set forth and described in said Assessment Engineer's Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in the Assessment Engineer's Report.

BOUNDARIES OF DISTRICT

SECTION 5. Said contemplated maintenance work is in the opinion of this City Council, of direct benefit to the properties within the boundaries of the District, and this City Council makes the costs and expenses of said maintenance chargeable upon a District, which is benefited by said improvement and maintenance, and the District shall be further assessed to pay the costs and expenses thereof. Said District shall include each and every parcel of land within the boundaries of said District, as said District is shown on a map as approved by this City Council and on file in the Records Management Department, and so designated by the name of the District.

PUBLIC HEARING

SECTION 6. NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD THE 15th DAY OF JULY, 2025, AT 6:30 P.M., AT THE REGULAR MEETING OF THE CITY COUNCIL, BEING IN THE COUNCIL CHAMBERS, LOCATED AT CITY HALL, 303 EAST B STREET, ONTARIO, CA, WHICH IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, BY ANY INTERESTED PERSON AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION; PROVIDED, THAT, IN THE EVENT THE JULY 15, 2025 CITY COUNCIL MEETING IS HELD VIA TELECONFERENCE AND/OR VIDEO CONFERENCE 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. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

SECTION 7. That the City Clerk is hereby authorized and directed to publish, pursuant to Government Code Section 6061, a copy of this Resolution in a newspaper of general circulation within said City, said publication shall be made one time and not less than ten (10) days before the date set for the Public Hearing.

EFFECTIVE DATE OF RESOLUTION

SECTION 8. That this Resolution shall take effect immediately upon its adoption.

PROCEEDING INQUIRIES

SECTION 9. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Claudia Hernandez
City of Ontario
303 East “B” Street
Ontario, California 91764
(909) 395-2261

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

PASSED, APPROVED, AND ADOPTED this 17th day of June, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 17, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held June 17, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Housing Prepared By: Kaela Fengler Department: Housing Prepared By: Katryna Gonzalez Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Reviewed By: Katryna Gonzalez, Lacey A Rightmer Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **CONSOLIDATED PLAN FOR 2025-29, THE ASSESSMENT OF FAIR HOUSING FOR 2025, AND ONE-YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG"), HOME INVESTMENT PARTNERSHIPS ("HOME"), AND EMERGENCY SOLUTIONS GRANT ("ESG") PROGRAMS FOR FISCAL YEAR 2025-26**

RECOMMENDATION: That the City Council take the following actions:

A. Approve the Consolidated Plan for 2025-29 that includes the Assessment of Fair Housing for 2025 and One-Year Action Plan for Fiscal Year 2025-26 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 Consolidated Plan for 2025-29, One-Year Action Plan for Fiscal Year 2025-26, 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 2025-26, the City is expected to receive $1,839,944 in CDBG funds. There is an available CDBG contingency from prior years of $380,382. Additionally, the City is expected to receive $676,960 in HOME funds and $159,530 in ESG funds from HUD. If approved, additional appropriations and revenues will be included in the Community Development Block Grant and HOME Grant funds in a future Annual Budget to City Council for approval as needed.

BACKGROUND & ANALYSIS: HUD requires that cities prepare and adopt a Five-Year Consolidated Plan, which includes an Assessment of Fair Housing and a separate Annual Action Plan for each year of the Five-Year Consolidated Plan. These plans guide the City's use of federal funds from the CDBG, HOME, and ESG programs.

The Fiscal Year 2025-26 One-Year Action Plan is the first plan under the 2025-29 Five-Year Consolidated Plan. It allocates funds to programs that support the goals and strategies outlined in the Consolidated Plan. Exhibit A provides a breakdown of the proposed funding allocations for FY 2025-26. The City accepts applications for funding from external organizations every two years. Outside agencies submitted applications for consideration as part of the FY 2025-26 One-Year Action Plan planning process.

To gather public input, the City held two community meetings:

On January 16, 2025, Housing Staff held a meeting that allowed the public to participate in developing the Consolidated Plan and One-Year Action Plan. It also explained how organizations could apply for HUD sub-recipient grant funds.

On April 3, 2025, another meeting was held where Staff presented the proposed funding for 2025-26 and continued to gather community feedback on both Plans.

Additionally, on April 11, 2025, the City advertised in the Daily Bulletin newspaper that the draft Consolidated Plan, Assessment for Fair Housing, and One-Year Action Plan would be available for public view until May 12, 2025.

The chart below compares the City's HUD allocations (CDBG, HOME, and ESG) for Fiscal Year 2025-26 with those from the previous Fiscal Year:

	Fiscal Year 2024-25	**Fiscal Year 2025-26 (Estimated)**	**Difference**
CDBG	$1,815,154	$1,839,944	$24,790
Available CDBG Contingency	$370,013	$380,382	$10,369
HOME	$672,147	$676,960	$4,813
ESG	$165,475	$159,530	($5,945)
TOTAL	**$3,022,789**	**$3,056,816**	**$34,027**

Upon City Council approval, Staff will submit the 2025-29 Consolidated Plan, 2025 Assessment of Fair Housing, and the Fiscal Year 2025-26 One-Year Action Plan to HUD before the required deadline of July 12, 2025.

EXHIBIT A

FISCAL YEAR 2025-26 ESTIMATED FUNDING ALLOCATION SUMMARY

RECOMMENDED CDBG FUNDING-

Proposed Programs	Implementing Agency	Amount
Administration	City of Ontario Community, Life, and Culture	$ 367,988
Fair Housing	Inland Fair Housing and Mediation Board	$ 27,000
Housing Mediation	Inland Fair Housing and Mediation Board	$ 15,000
Senior Services	Inland Fair Housing and Mediation Board	$ 10,000
Family Stabilization at Sova Program Center	Inland Valley Hope Partners	$ 15,000
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	$ 15,000
Vinyard Avenue Pavement Rehabilitation	City of Ontario Engineering	$ 668,770
Rubber-Polymer Modified Slurry Seal (RPMSS) Project	City of Ontario Engineering	$ 550,000
City-Wide Storefront Façade Improvement Program	Economic Development	$ 125,000
Dorothy Quesada Park Pool Cover Project	City of Ontario Community & Public Services	$ 30,000
Extreme Weather Motel Voucher Program	City of Ontario Community, Life, and Culture	$ 148,991
Remaining Parks Improvement Project	City of Ontario Community, Life, and Culture	$ 102,577
	TOTAL	**$ 2,220,326**

RECOMMENDED HOME FUNDING

Proposed Programs	Implementing Agency	Amount
Tenant Based Rental Assistance Program	City of Ontario Community, Life, and Culture	$ 253,860
Single-Family/Multi-Family Housing Rehabilitation and New Construction	City of Ontario Community, Life, and Culture	$ 253,860
Community Housing Development Organizations (CHDOs) Housing Program	CHDOs	$ 101,544
Administration	City of Ontario Community, Life, and Culture	$ 67,696
	TOTAL	**$ 676,960**

RECOMMENDED ESG FUNDING

Proposed Programs	Implementing Agency	Amount
Administration	City of Ontario Community, Life, and Culture	$ 11,964
Family Stabilization at Sova Program Center	Inland Valley Hope Partners	$ 27,000
Emergency Rent Protection Program	City of Ontario Community, Life, and Culture	$ 120,566
	TOTAL	**$ 159,530**

CITY OF ONTARIO
ASSESSMENT OF FAIR HOUSING

DRAFT

Prepared by the

City of Ontario Housing and Neighborhood Preservation Agency

and RSG, Inc.

xxxx, 2025

RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

Table of Contents

I. EXECUTIVE SUMMARY **3**

II. COMMUNITY PARTICIPATION PROCESS **8**

III. ASSESSMENT OF PAST GOALS, ACTIONS AND STRATEGIES **9**

IV. FAIR HOUSING ANALYSIS **13**

A. Demographic Summary *13*

B. General Issues *17*

i. Segregation/Integration 16

ii. Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs) 33

iii. Disparities in Access to Opportunity 46

iv. Disproportionate Housing Needs 76

C. Publicly Supported Housing Analysis *85*

D. Disability and Access *94*

E. Fair Housing Enforcement, Outreach Capacity and Resources *111*

V. FAIR HOUSING GOALS AND PRIORITIES **116**

VI. CONTRIBUTING FACTORS APPENDIX **118**

DRAFT

I. EXECUTIVE SUMMARY

The City of Ontario's 2025 Assessment of Fair Housing (AFH) is a thorough examination of structural barriers to fair housing choice and access to opportunity for members of historically marginalized groups protected from discrimination by the federal Fair Housing Act (FHA). The AFH also outlines fair housing priorities and goals to overcome fair housing issues. In addition, the AFH lays out meaningful strategies that can be implemented to achieve progress towards Ontario's obligation to affirmatively furthering fair housing. RSG, Inc. (RSG) prepared this AFH in consultation with the City of Ontario's Housing and Neighborhood Preservation Agency and with input from key partners. To provide a foundation for the conclusions and recommendations presented in this AFH, the following information was reviewed and analyzed:

- Data from the U.S. Census Bureau and other sources about the demographic, housing, economic, and educational landscape of Ontario and the broader region;
- Various city planning documents and ordinances;
- Data reflecting housing discrimination complaints; and
- The input of a broad range of stakeholders that deal with the realities of the housing market and the lives of members of protected classes in Ontario.

As required by federal regulations, the AFH draws from the sources listed above to conduct an analysis of fair housing issues such as patterns of integration and segregation of members of protected classes, racially or ethnically concentrated areas of poverty regionally, disparities in access to opportunity for protected classes, and disproportionate housing needs. The analysis also examines publicly supported housing in the city as well as fair housing issues for persons with disabilities. Private and public fair housing enforcement, outreach capacity, and resources are evaluated as well. The AFH identifies contributing factors to fair housing issues and steps that should be taken to overcome these barriers.

Data sources are largely based on information from the HUD AFFH-T Data Documentation, Data USA, and US Census.

Overview of Ontario

The City of Ontario is located in the southwestern corner of San Bernardino County, California. The City is approximately 35 miles east of downtown Los Angeles and about 20 miles west-northwest of downtown Riverside. San Bernardino and Riverside Counties together comprise the Inland Empire region, which is the Riverside-San Bernardino-Ontario, CA MSA. Its current population is 175,265, an increase of approximately 4,500 over the last five years.

The City's population is 68.4% Hispanic, 13.7% White, 9.2% Asian or Pacific Islander, and 5.9% African American. In comparison to the region as a whole, Ontario has a higher number of Hispanic residents and a lower number of white residents.

Within both Ontario and the broader region, Hispanic, Black, and Pacific Islander households experience higher rates of housing problems, including but not limited to severe housing cost

DRAFT

burden and severe housing problems. Non-family households are most likely to experience severe cost burdens.

The City of Ontario and the region do not have significant disparities in opportunity as access to opportunity measurements are similar across all racial and ethnic categories. Generally, Ontario's access to high performing schools, employment opportunity, and public transportation is higher than those of the region, but its environmental health index is significantly lower than the region as whole.

As of 2025, the City of Ontario continues to prioritize equitable access to opportunities across all racial and ethnic groups. The 2020 Assessment of Fair Housing (AFH) report highlighted that Ontario offered greater access to high-performing schools, employment opportunities, and public transportation compared to the broader region, though it faced challenges with a lower environmental health index.

In the years since, Ontario has implemented several initiatives to address these disparities. The city has invested in the growth and evolution of the area's economy, aiming to provide a balance of jobs, housing, and educational and recreational opportunities for residents in a safe, well-maintained community.

These ongoing efforts suggest a commitment to improving both access to opportunities and environmental health for all residents.

In Ontario, residents of publicly supported housing developments are not subject to significant disparities in access to opportunity as access to opportunity measurements are similar across all racial and ethnic categories. Ontario's access to high performing schools, employment opportunity, and public transportation is higher than the those of the region. However, Ontario's environmental health index is significantly lower than the region as a whole.

The federal Fair Housing Act, the California Fair Employment and Housing Act, and the Inland Fair Housing and Mediation provide Ontario residents with some fair housing protections. In addition, the City of Ontario has worked diligently to increase affordable housing opportunities. Even so, these protections and new housing opportunities are not enough to fully stem the loss of affordable housing and meet the housing needs of low- and moderate-income residents.

Contributing Factors to Fair Housing Issues

The AFH includes a discussion and analysis of the following contributing factors to fair housing issues:

1. Access to financial services
2. Access for persons with disabilities to proficient schools
3. Access to publicly supported housing for persons with disabilities
4. Access to transportation for persons with disabilities
5. Admissions and occupancy policies and procedures, including preferences in publicly supported housing

DRAFT

6. Availability of affordable units in a range of sizes
7. Availability, type, frequency, and reliability of public transportation
8. Community opposition
9. Deteriorated and abandoned properties
10. Displacement of and/or lack of housing support for victims of domestic violence, dating violence, sexual assault, and stalking
11. Displacement of residents due to economic pressures
12. Impediments to mobility
13. Inaccessible public or private infrastructure
14. Inaccessible government facilities or services
15. Lack of access to opportunity due to high housing costs
16. Lack of affordable, accessible housing in a range of unit sizes
17. Lack of affordable in-home or community-based supportive services
18. Lack of affordable, integrated housing for individuals who need supportive services
19. Lack of assistance for housing accessibility modifications
20. Lack of assistance for transitioning from institutional settings to integrated housing
21. Lack of community revitalization strategies
22. Lack of local private fair housing outreach and enforcement
23. Lack of local public fair housing enforcement
24. Lack of local or regional cooperation
25. Lack of meaningful language access for individuals with limited English proficiency
26. Lack of private investment in specific neighborhoods
27. Lack of public investment in specific neighborhoods, including services or amenities
28. Lack of resources for fair housing agencies and organizations
29. Lack of state or local fair housing laws

DRAFT

30. Land use and zoning laws

31. Lending discrimination

32. Location of accessible housing

33. Location of employers

34. Location of environmental health hazards

35. Location of proficient schools and school assignment policies

36. Location and type of affordable housing

37. Loss of affordable housing

38. Occupancy codes and restrictions

39. Private discrimination

40. Quality of affordable housing information programs

41. Regulatory barriers to providing housing and supportive services for persons with disabilities

42. Siting selection policies, practices, and decisions for publicly supported housing, including discretionary aspects of Qualified Allocation Plans and other programs

43. Source of income discrimination

44. State or local laws, policies, or practices that discourage individuals with disabilities from living in apartments, family homes, supportive housing and other integrated settings

45. Unresolved violations of fair housing or civil rights law

46.

DRAFT

Fair Housing Goals and Priorities

To address the contributing factors described above, the AFH plan proposes the following goals and priorities.

1. *Goal #1: Increase the supply of affordable housing in high opportunity areas.*
   a. Explore the creation of new funding sources of affordable housing.
   b. Using best practices from other jurisdictions, explore policies and programs that increase the supply affordable housing, such as linkage fees, inclusionary housing, public land set-aside, community land trusts, transit-oriented development, expedited permitting and review, and reduced building permit fees for nonprofit developers.
   c. Explore opportunities to provide low-interest loans to single-family homeowners and grants to homeowners with household incomes of up to 120% of the Area Median Income to develop accessory dwelling units with affordability restriction on their property.
   d. Align zoning codes to conform to recent California affordable housing legislation.

2. *Goal #2: Increase community integration for persons with disabilities.*

   a. Prioritize HOME funding for developments that include permanent supportive housing for non-elderly persons with disabilities.

3. *Goal #3: Ensure equal access to housing for persons with protected characteristics, who are disproportionately likely to be lower-income and to experience homelessness.*

   a. Conduct fair housing training for landlords and tenants on California's Source of Income Discrimination protections to reduce the number of voucher holders turned away.

The AFH lays out a series of achievable action steps that will help Ontario to not only meet its obligation to affirmatively fair housing but to continue to be a model for equity and inclusion in the region.

DRAFT

II. COMMUNITY PARTICIPATION PROCESS

I. *Describe outreach activities undertaken to encourage and broaden meaningful community participation in the AFH process, including the types of outreach activities and dates of public hearings or meetings. Identify media outlets used and include a description of efforts made to reach the public, including those representing populations that are typically underrepresented in the planning process such as persons who reside in areas identified as R/ECAPs, persons who are limited English proficient (LEP), and persons with disabilities. Briefly explain how these communications were designed to reach the broadest audience possible. For PHAs, identify your meetings with the Resident Advisory Board.*

In order to ensure that the analysis contained in an AFH truly reflects conditions in a community and that the goals and strategies are targeted and feasible, the participation of a wide range of stakeholders is of critical importance. A broad array of outreach was conducted through community meetings, focus groups, and public hearings.

In preparing this AFH, the City of Ontario reached out to a wide array of stakeholders, including Hispanic groups, tenants, homeowners, fair housing organizations, civil rights and advocacy groups, organizations serving people with disabilities, including physical disabilities and people with HIV/AIDs, organizations serving domestic violence survivors, social services providers, and homeless providers to hear directly about fair housing issues affecting residents of Ontario.

Beginning in January 2025, the City of Ontario held meetings with individual stakeholders throughout the region. In addition, the City of Ontario organized a series of meetings in predominantly Hispanic communities. On , an all-day community fair was held that attracted hundreds of residents. The City also held an evening meeting with a wide array of organizations to discuss the Assessment of Fair Housing. All community meetings had translation services available in Spanish. In addition, all meetings were held in locations accessible to people with mobility issues.

Fair housing surveys were conducted in-person both in English and Spanish at the community meetings and community fair. The majority of respondents were members of protected classes. Of the respondents, found housing discrimination to be an issue in Ontario, and directly experienced discrimination. Survey respondents cited race as the reason for discrimination, followed by color, familial status, national origin, and disability.

All written comments received during the 30-day public comment period will be reviewed and either incorporated into the final AFH or addressed as to why they were not incorporated in the Community Participation section.

DRAFT

III. ASSESSMENT OF PAST GOALS, ACTIONS AND STRATEGIES

I. *Indicate what fair housing goals were selected by program participant(s) in recent Analyses of Impediments, Assessments of Fair Housing, or other relevant planning documents.*

The 2020 Ontario AFH identified the following impediments to fair housing:

1. *Lack of affordable housing in south Ontario.;*
2. *Lack of diversity and inclusion within Southern California;*
3. *Disability discrimination, particularly denials of reasonable accommodation requests, is common;*
4. *Possible covert discrimination against Latino residents;*
5. *Access to public transportation is limited in higher income areas;*
6. *Lack of supply of integrated, permanent supportive housing for persons with disabilities; and*
7. *Lack of affordable housing.*

The AFH cites the lack of adequate affordable housing as another impediment to fair housing opportunities. Many factors inhibit the ability to provide affordable housing in Ontario including market and governmental constraints. These constraints may result in housing that is not affordable to low- and moderate-income households, or may render residential construction of affordable housing economically infeasible for developers. Constraints to housing production significantly impact households with low- and moderate-incomes and special needs. Actions by local government may also impact the price and availability of housing in the city. Land use controls, site improvement requirements, building codes, development processing procedures, fees, and other local programs intended to improve the overall quality of housing may serve as a constraint to housing development.

In addition to conducting the Analysis of Impediments to Fair Housing Choice and developing recommendations to address any identified impediments, HUD requires that each jurisdiction develop a plan to act on the recommendations, and maintain records reflecting the actions taken. The Fair Housing Guide published by HUD stipulates that, as part of the Fair Housing Action Plan, there should be a permanent structure established for fair housing oversight responsibilities. In the case of Ontario, the City's Housing and Municipal Services Agency is responsible for the oversight and record maintenance responsibilities for fair housing. The AI states that as part of the City's annual performance report for its Consolidated Plan, the City will report on its actions to affirmatively further fair housing. The City also provides a summary of its Analysis of Impediments to Fair Housing Choice and a description of the actions taken during the past program year, along with any analysis of the impact of the action.

The majority of the City's fair housing activity is conducted by Inland Fair Housing and Mediation Board, a non-profit organization, with expertise in fair housing issues. IFHMB conducts numerous workshops for property owners to provide education regarding requirements for reasonable accommodations and service/companion animals. The City will continue to work with IFHMB to provide additional educational resources to further educate property owners of their rights and responsibilities.

The AFH addresses six specific target groups, tenants, property purchasers, property owners, property managers, realtors, lenders, and local government. Recommendations, actions, and a time period for completion are presented for each target group.

FAIR HOUSING STRATEGY

Priority 1: Continue to implement the Fair Housing laws by providing funding to further fair housing.

Five-Year Objective: The City will continue to support Inland Fair Housing and Mediation Board to provide fair housing services within Ontario.

Accomplishments: The City worked cooperatively with Inland Fair Housing and Mediation Board to provide fair housing services and landlord/tenant mediation services.

Program/ Project	Type of Assistance	Expenses	Annual Goal	Annual Accomplishments
Fair Housing (AFFH) Program (IFHMB)	CDBG	$22,000	100 persons	180 persons
Landlord/Tenant Mediation Services (IFHMB)	CDBG	$10,200	1,400 persons	1,263 persons
	TOTAL	**$32,200**		

Fair Housing and Mediation Services Program

The City contracted with Inland Fair Housing and Mediation Board (IFHMB) to provide assistance to Ontario residents regarding fair housing and landlord/tenant mediation issues. IFHMB assisted and investigated (using HUD FHIP Guidelines) complaints from individuals with alleged discrimination actions. This program also educated the public on civil rights laws utilizing various mass media outlets.

During FY , persons were assisted through the fair housing component of this program. A total of persons were assisted through the housing mediation component of this program. In addition, the following outreach efforts were completed: brochures/flyers were disseminated to Ontario public agencies and community groups; persons attended community education programs presented by Inland Fair Housing and Mediation Board, fair housing radio programs and public service announcements were aired on KCAL AM & FM, KDIF, KWRN, KXSB, KXRS, KWRM (English/Spanish), KSZL, KLFE, KOLA and KGGI; and celebrated National Fair Housing Month Conference in April 2019.

DRAFT

PROGRAM AREA	SPECIFIC ACTION TAKEN	ACCOMPLISHMENTS
	ENFORCEMENT	
Counsel	1. Persons are counseled regarding their civil rights under both the Federal and State Fair Housing law.	180 clients served.
Investigate	1. Investigate discrimination. 2. Test for discrimination on bona fide complaint	180 clients served.
Mediation/ Conciliation	1. Mediate alleged cases of discrimination if appropriate.	1,263 clients served.
Referral	1. Refer cases to State Department of Fair Housing Employment & Housing, HUD Fair Housing, or appropriate attorney.	When appropriate.
	EDUCATION	
Public	1. Free regional workshops 2. Course for high school seniors 3. Community events and presentations	Disseminated 6,056 brochures and flyers. 573 persons attended fair housing workshops throughout the region.
Property Owners	1. Courses on Fair Housing for owners, property management companies, and on-site mangers. 2. Disseminate fair housing posters 3. Property management workshops	E-Mailed over 1,000 Fair Housing Quarterly Newsletters to Ontario rental owners and realtors in San Bernardino County.
Realtors	1. Provide workshops for the Association 2. Equal opportunity community technical advisor 3. Provide Fair Housing guest speakers for presentations	Offered homeownership classes twice a week.
Municipality	1. Provide fair housing seminars to appropriate staff 2. Provide technical assistance on housing issues 3. Prepare proclamation for April Fair Housing month.	Proclaimed April as Fair Housing Month.
Lenders	1. Fair lending technical advisor 2. CRA program development with lenders 3. HMDA analysis	Completed HMDA analysis. Developed and disseminated lender newsletter to discuss fair housing issues.
Newspapers	1. Review housing ads for discrimination 2. Provide workshops for classified department as requested.	Ongoing.
	OUTREACH	
Radio	1. Regular live hour shows aired on KCAL, KWRN, KDIF, KXSB, KXRS, KBTW, KWRM (English/Spanish), and KWRP. 2. Public service announcements (PSAs) for Fair Housing Workshops in all countywide stations	Completed on quarterly basis.

DRAFT

PROGRAM AREA	SPECIFIC ACTION TAKEN	ACCOMPLISHMENTS
Television	1. Guest spots on local cable interview shows (Channel 24) 2. Public announcements for Fair Housing workshops in city cable station	Fair Housing cable releases throughout the region.
Public	1. Provide presentations to any civic or private agencies	
Brochure	1. Sent to public and private agencies for client referral 2. Fair Housing Quarterly Newsletter to property owners/management	
Newspaper	**V.** Advertising for fair housing workshops **VI.** Feature stories on fair housing month. **VII.** Community services feature articles.	

DRAFT

IV. FAIR HOUSING ANALYSIS

A. Demographic Summary

This Demographic Summary provides an overview of data concerning race and ethnicity, sex, familial status, disability status, limited English proficiency, national origin, and age. The data included reflects the composition of the Riverside-San Bernardino-Ontario region.

I. Describe demographic patterns in the jurisdiction and region and describe trends over time (since 1990).

Ontario is located in Southern California, east of Los Angeles. Ontario has a majority Hispanic population and a smaller White population when compared to the region.

DRAFT

Table A1 Demographics, Ontario, California

	(Ontario, CA CDBG) Jurisdiction			(Riverside-San Bernardino-Ontario, CA) Region		
Race/Ethnicity		#	%		#	%
White, Non-Hispanic		30,035	18.32%		1,546,666	36.61%
Black, Non-Hispanic		9,590	5.85%		301,523	7.14%
Hispanic		112,748	68.78%		1,996,402	47.25%
Asian or Pacific Islander, Non-Hispanic		8,719	5.32%		261,593	6.19%
Native American, Non-Hispanic		362	0.22%		19,454	0.46%
Two or More Races, Non-Hispanic		2,088	1.27%		91,476	2.17%
Other, Non-Hispanic		383	0.23%		7,737	0.18%
National Origin						
#1 country of origin	Mexico	35,900	22.95%	Mexico	560,263	13.73%
#2 country of origin	Philippines	2,420	1.55%	Philippines	61,652	1.51%
#3 country of origin	El Salvador	2,250	1.44%	Other Central America	41,158	1.01%
#4 country of origin	Other Central America	2,235	1.43%	El Salvador	31,342	0.77%
#5 country of origin	Vietnam	1,260	0.81%	Other South Eastern Asia	21,169	0.52%
#6 country of origin	Other South Eastern Asia	885	0.57%	Vietnam	20,964	0.51%
#7 country of origin	Other_South_America	880	0.56%	China excl. Taiwan	20,923	0.51%
#8 country of origin	China excl. Taiwan	580	0.37%	Korea	18,939	0.46%
#9 country of origin	Taiwan	375	0.24%	India	18,250	0.45%
#10 country of origin	India	315	0.20%	Other South America	17,428	0.43%
Limited English Proficiency (LEP) Language						
#1 LEP Language	Spanish	82,815	52.94%	Spanish	514,327	12.61%
#2 LEP Language	Tagalog	2,420	1.55%	Chinese	23,565	0.58%
#3 LEP Language	Vietnamese	1,515	0.97%	Tagalog	17,869	0.44%
#4 LEP Language	Other Asian & Pacific Language	1,500	0.96%	Other Asian & Pacific Language	16,816	0.41%
#5 LEP Language	Other Indo-European Language	1,265	0.81%	Other Indo-European Language	16,222	0.40%
#6 LEP Language	Chinese	1,120	0.72%	Vietnamese	13,764	0.34%
#7 LEP Language	Other & Unspecified Language	480	0.31%	Korean	11,881	0.29%
#8 LEP Language	Korean	370	0.24%	Other & Unspecified Language	9,738	0.24%
#9 LEP Language	West Germanic Language	354	0.23%	Slavic Language	2,041	0.05%
#10 LEP Language	French	250	0.16%	West Germanic Language	1,723	0.04%
Disability Type						
Hearing difficulty		2,971	1.90%		127,499	3.18%
Vision difficulty		2,470	1.58%		90,935	2.27%
Cognitive difficulty		5,880	3.77%		177,272	4.42%
Ambulatory difficulty		7,775	4.98%		251,925	6.28%
Self-care difficulty		3,680	2.36%		108,412	2.70%
Independent living difficulty		5,625	3.60%		182,947	4.56%
Sex						
Male		81,478	49.70%		2,101,083	49.73%
Female		82,446	50.30%		2,123,768	50.27%
Age						
Under 18		49,365	30.11%		1,214,696	28.75%
18-64		103,512	63.15%		2,570,221	60.84%
65+						
Family Type						
Families with children		19,205	53.92%		500,062	50.99%

Note 1: All % represent a share of the total population within the jurisdiction or region, except family type, which is out of total families.

Note 2: 10 most populous places of birth and languages at the jurisdiction level may not be the same as the 10 most populous at the Region level, and are thus labeled separately.

Note 3: Data Sources: Decennial Census; ACS

Note 4: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

DRAFT

Race and Ethnicity

Ontario has a majority Hispanic population (68.78%), with significantly smaller populations of white populations (18.32%). Asian populations (5.32%) and Black populations (5.85%) are slightly smaller than the region. The Native American population is 0.22%. In comparison, the region is one-half Hispanic (47.25%) and more than a one-third White (36.61), with similar small numbers of Black, Asian/Pacific Islander, and Native American populations.

National Origin

The most common country of origin within Ontario is Mexico, with 19% of the city population comprised of residents from Mexico. The remaining most countries of origin are, in order, Philippines, El Salvador, Other Central America, Vietnam, Other South Eastern Asia, Other South America, China excluding Taiwan, Taiwan and India.

Limited English Proficiency

The most commonly spoken language for those in the city with Limited English Proficiency (LEP) is Spanish. The remaining most common languages for those with LEP are, in order, Tagalog, Vietnamese, other Asian & Pacific Island language, other Indo-European language, Chinese, other & unspecified language, Korean, West Germanic language and French.

Disability

The most common type of disability experienced by Ontario residents is ambulatory difficulty. The remaining most common disabilities are, in order of prevalence, cognitive difficulty, independent living difficulty, self-care difficulty, hearing difficulty, and vision difficulty.

Sex

Ontario residents are 49.70% male and 50.30% female.

Age

The majority of Ontario residents are between 18-64, with 63.15% of residents falling in this group.

30.11% of city residents are under 18.

Familial Status

Families with children constitute 53.92% of the total population.

DRAFT

Table A2: Demographic Trends

	(Ontario, CA CDBG) Jurisdiction							
	1990 Trend		2000 Trend		2010 Trend		Current	
Race/Ethnicity	#	%	#	%	#	%	#	%
White, Non-Hispanic	63,925	47.49%	42,281	26.95%	30,035	18.32%	30,035	18.32%
Black, Non-Hispanic	9,232	6.86%	11,395	7.26%	10,521	6.42%	9,590	5.85%
Hispanic	55,637	41.33%	94,248	60.07%	112,748	68.78%	112,748	68.78%
Asian or Pacific Islander, Non-Hispanic	4,779	3.55%	6,992	4.46%	9,500	5.80%	8,719	5.32%
Native American, Non-Hispanic	521	0.39%	961	0.61%	652	0.40%	362	0.22%
National Origin								
Foreign-born	30,276	22.52%	48,327	30.80%	48,630	29.67%	49,760	30.36%
LEP								
Limited English Proficiency	23,282	17.32%	40,071	25.53%	38,535	23.51%	37,666	22.98%
Sex								
Male	67,281	50.04%	78,049	49.73%	81,478	49.70%	81,478	49.70%
Female	67,162	49.96%	78,882	50.27%	82,446	50.30%	82,446	50.30%
Age								
Under 18	43,955	32.69%	55,167	35.15%	49,365	30.11%	49,365	30.11%
18-64	82,145	61.10%	92,657	59.04%	103,512	63.15%	103,512	63.15%
65+	8,343	6.21%	9,106	5.80%	11,047	6.74%	11,047	6.74%
Family Type								
Families with children	19,489	61.25%	9,056	61.23%	19,205	53.92%	19,205	53.92%
	(Riverside-San Bernardino-Ontario, CA) Region							
	1990 Trend		2000 Trend		2010 Trend		Current	
Race/Ethnicity	#	%	#	%	#	%	#	%
White, Non-Hispanic	1,615,830	62.41%	1,540,776	47.33%	1,546,666	36.61%	1,546,666	36.61%
Black, Non-Hispanic	168,731	6.52%	263,322	8.09%	336,944	7.98%	301,523	7.14%
Hispanic	685,672	26.48%	1,228,683	37.75%	1,996,402	47.25%	1,996,402	47.25%
Asian or Pacific Islander, Non-Hispanic	93,331	3.60%	164,035	5.04%	298,585	7.07%	261,593	6.19%
Native American, Non-Hispanic	18,007	0.70%	36,061	1.11%	36,077	0.85%	19,454	0.46%
National Origin								
Foreign-born	360,666	13.93%	612,354	18.81%	904,558	21.41%	951,508	22.52%
LEP								
Limited English Proficiency	252,012	9.73%	462,538	14.21%	660,791	15.64%	629,409	14.90%
Sex								
Male	1,294,274	50.00%	1,618,466	49.73%	2,101,083	49.73%	2,101,083	49.73%
Female	1,294,518	50.00%	1,636,316	50.27%	2,123,768	50.27%	2,123,768	50.27%
Age								
Under 18	771,845	29.81%	1,044,686	32.10%	1,214,696	28.75%	1,214,696	28.75%
18-64	1,539,215	59.46%	1,869,817	57.45%	2,570,221	60.84%	2,570,221	60.84%
65+	277,732	10.73%	340,280	10.45%	439,934	10.41%	439,934	10.41%
Family Type								
Families with children	350,701	53.60%	266,840	54.97%	500,062	50.99%	500,062	50.99%

Note 1: All % represent a share of the total population within the jurisdiction or region for that year, except family type, which is out of total families.
Note 2: Data Sources: Decennial Census; ACS
Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

Religion

As of 2025, the religious landscape of San Bernardino County, including the City of Ontario, remains diverse, with Roman Catholicism continuing to be the predominant faith. According to the 2020 U.S. Religion Census, 42.4% of the county's population, or approximately 925,517 individuals, were affiliated with various religious groups.

While specific percentages for each denomination from the 2020 census are not detailed in the available data, historical records from 2010 indicated that Roman Catholics comprised 21.88% of the county's population, totaling 445,334 adherents. Nondenominational Christians accounted for 5.17% (105,314), Mormons 2.57% (52,314), Southern Baptists 2.21% (45,066), and Seventh-day Adventists 1.61% (32,831). Other religious affiliations, each constituting less than 1% of the population, included Assemblies of God, Muslim, Buddhist, National Baptist Convention, and Lutheran Church–Missouri Synod.

DRAFT

Given the national trend of declining white Christian affiliation which includes white evangelical/non-evangelical Protestants, white Catholics, Latter-day Saints, Jehovah's Witnesses, and Orthodox Christians—from 57% in 2006 to 41% in 2023—and a rise in religious diversity, it's plausible that San Bernardino County has experienced similar shifts. However, without more recent localized data, precise changes in the county's religious composition since 2010 cannot be definitively stated.

While Roman Catholicism remains the most prevalent religion in San Bernardino County, the exact current percentages of each religious group may have evolved since the last comprehensive local data collection.

https://www.thearda.com/

B. General Issues

i. Segregation / Integration

I. *Describe and compare segregation levels in the jurisdiction and region. Identify the racial/ethnic groups that experience the highest levels of segregation.*

The tables below reflect the Dissimilarity Indices for Ontario and the region. The Dissimilarity Index measures the percentage of a certain group's population that would have to move to a different census tract in order to be evenly distributed within a city or metropolitan area in relation to another group. The higher the Dissimilarity Index, the higher the extent of the segregation.

The region has low to moderate levels of segregation. The lowest value is for Non-White/White at 41.29 while the highest is Black/White at 47.66. Hispanic/White is 43.96, and Asian/White is 43.07. Black residents in the region face consistently higher Dissimilarity Index values, especially compared to Non-White/White or other populations' index values.

Overall, Ontario experiences low levels of segregation, and the Dissimilarity Index values are lower than the region as a whole. The Non-White/White value is 28.52, Black/White 29.47, Hispanic/White 32.38, and Asian or Pacific Islander/White 39.19. The values for all races have increased since 2010, as they have over the last three decades.

Dissimilarity Index

	Value	Level of Segregation
Dissimilarity Index Value (0-100)	0-40	Low Segregation
	41-54	Moderate Segregation
	55-100	High Segregation

DRAFT

Table B1 Dissimilarity Index Values by Race and Ethnicity for Ontario

Racial/Ethnic Dissimilarity Index	1990 Trend	2000 Trend	2010 Trend	Current
Non-White/White	24.45	26.68	26.85	28.52
Black/White	16.14	16.54	24.19	29.47
Hispanic/White	27.93	30.40	30.56	32.38
Asian or Pacific Islander/White	19.62	19.60	23.97	29.19

Note 1: Data Sources: Decennial Census

Note 2: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

Table B2 Dissimilarity Index Values by Race and Ethnicity for region.

Racial/Ethnic Dissimilarity Index	1990 Trend	2000 Trend	2010 Trend	Current
Non-White/White	32.92	38.90	38.95	41.29
Black/White	43.74	45.48	43.96	47.66
Hispanic/White	35.57	42.40	42.36	43.96
Asian or Pacific Islander/White	33.17	37.31	38.31	43.07

Note 1: Data Sources: Decennial Census

Note 2: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

II. Explain how these segregation levels have changed over time (since 1990).

In addition to the Dissimilarity Index, social scientists also use the Isolation and Exposure Indices to measure segregation. These indices, when taken together, capture the neighborhood demographics experienced, on average, by members of a particular racial or ethnic group within a city or metropolitan area. The Isolation Index measures the likelihood that an individual from a racial/ethnic group lives in a census tract that is comprised of other individuals of that same racial/ethnic group. Values for the Isolation Index range from 0 to 100. The Exposure Index is a group's exposure to all racial groups. Values for the Exposure Index also range from 0 to 100. A larger value means that the average group member lives in a census tract with a higher percentage of people from another group.

Table B3 Isolation Index Values by Race and Ethnicity in Ontario

Isolation Index	
White/White	16.7
Black/Black	9.9
Hispanic/Hispanic	71.7
Asian/Asian	17.9

Source: Based on 2020 American Communities Project by Brown University

DRAFT

In Ontario, Hispanic residents have an Isolation Index value of 71.7, Asian residents 17.9, white residents 16.7, , and Black residents 9.9

Table B4 Exposure Index Values for Ontario

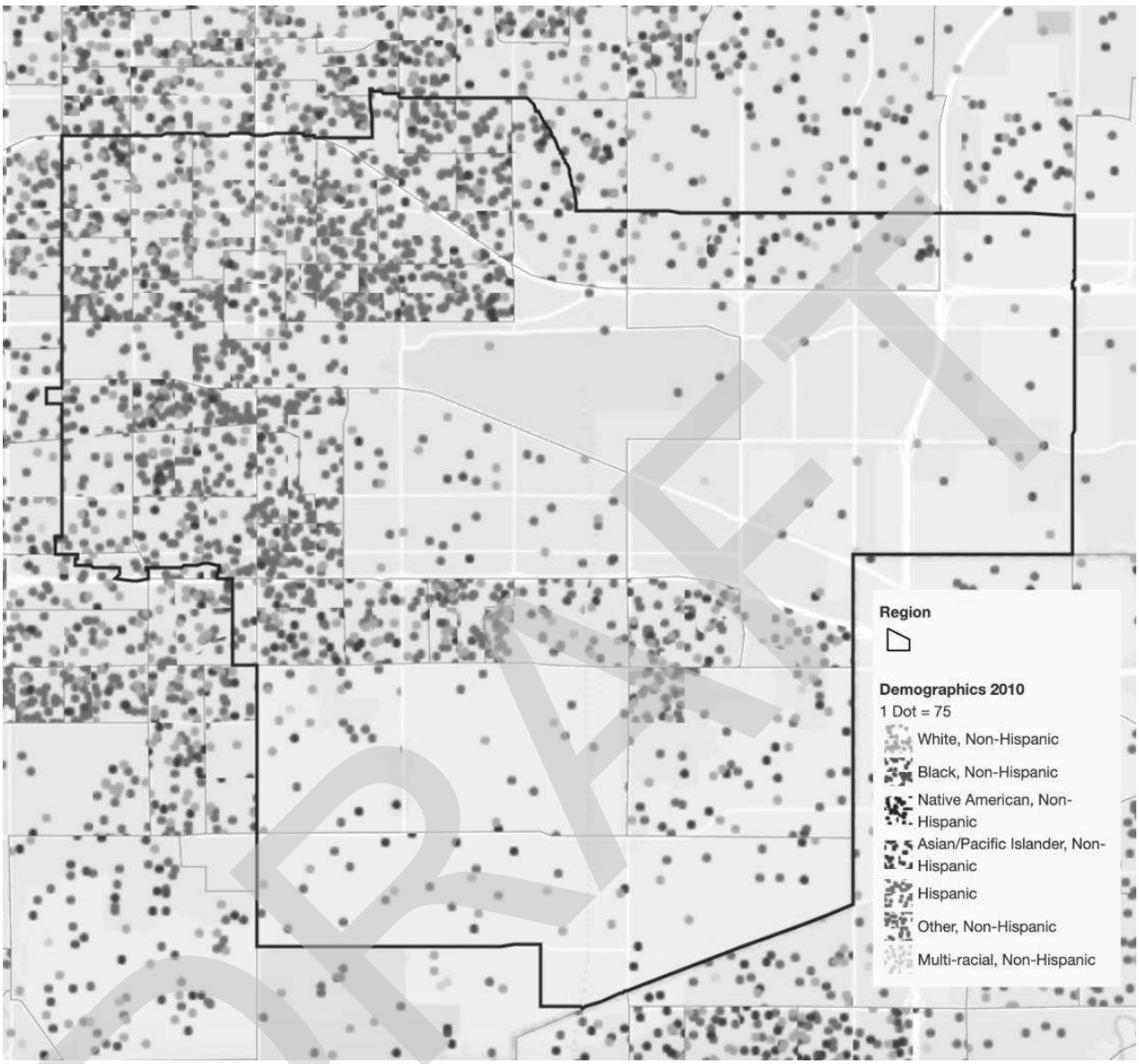
Exposure Index	
Black/White	14.7
Hispanic/White	12.8
Asian/White	14.8
White/Black	7.2
Hispanic/Black	6
Asian/Black	8.8
White/Hispanic	64
Black/Hispanic	61.1
Asian/Hispanic	57.2
White/Asian	10.7
Black/Asian	13
Hispanic/Asian	8.3

Source:
Based on 2020 American Communities Project by Brown University

In Ontario, the highest exposure index values are Black/Hispanic at 64 and White/Hispanic at61.1 . The lowest values are for Hispanic/Black at 6 and White/Black at 7.2 .

DRAFT

Map B1: Race/Ethnicity, Ontario, CA



DRAFT

Map B2: Race/Ethnicity, Region

The patterns of segregation both in the city and region are visible in the above maps. In general, White residents tend to reside towards the northern part of the region towards Rancho Cucamonga and Upland, as evidenced by the cluster of orange dots. There is a higher concentration of Hispanics in Ontario's west side, represented as blue dots, while Asian residents are more spread throughout the city, shown by dispersed purple dots. Black residents are clustered in Rancho Cucamonga as well as Chino, indicated wwith teal dots. The population in the eastern part of Ontario is more sparsely populated because of the presence of the Ontario International Airport.

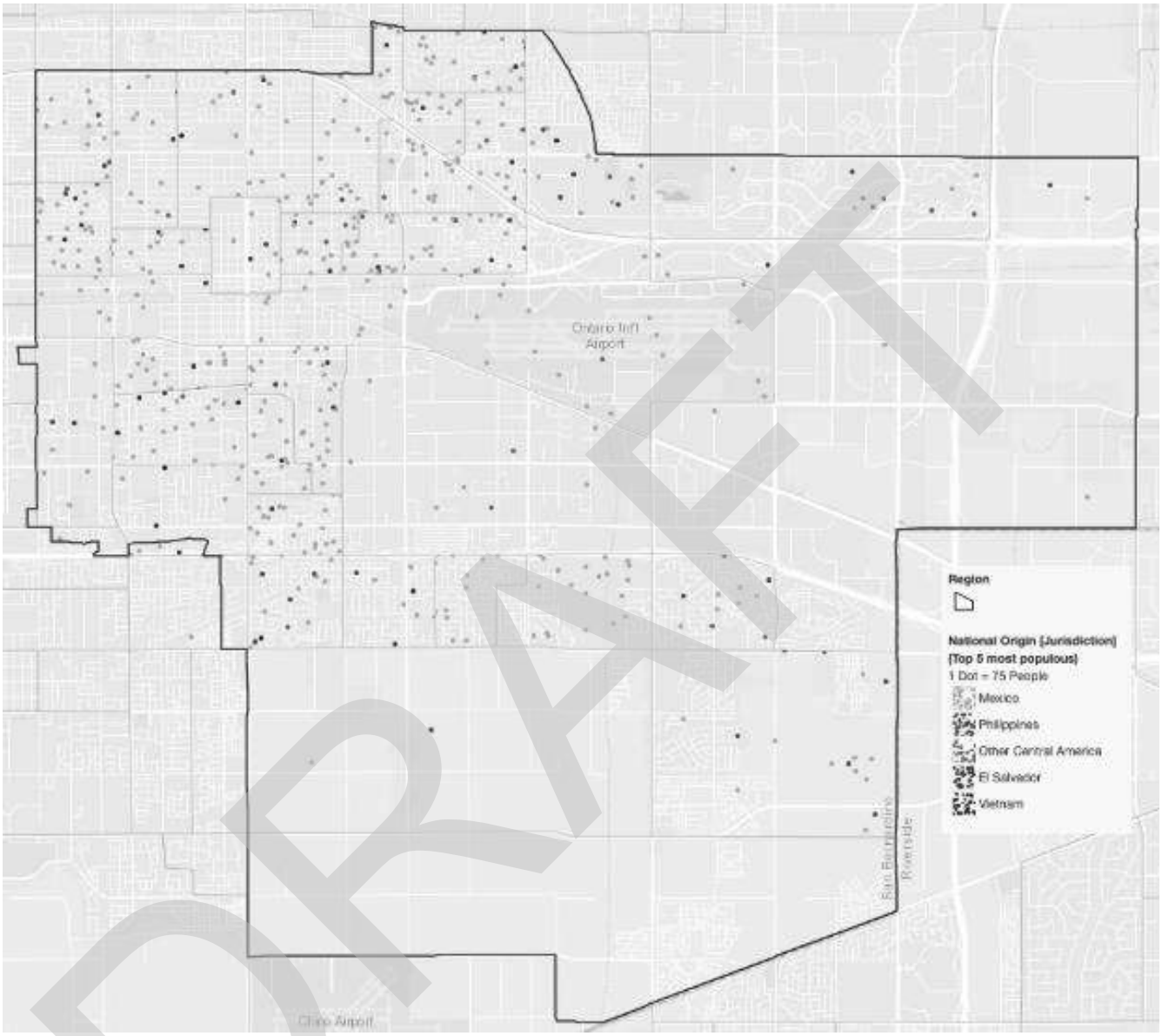
Regionally, rural areas are more populated by White residents. Victorville and Ontario have higher populations of Hispanic residents, the southwest corner of the county is in general has higher populations of White residents.

Integration

Compared to the surrounding counties of Los Angeles and Orange, there appears to be a higher level of integration in Ontario and the region.

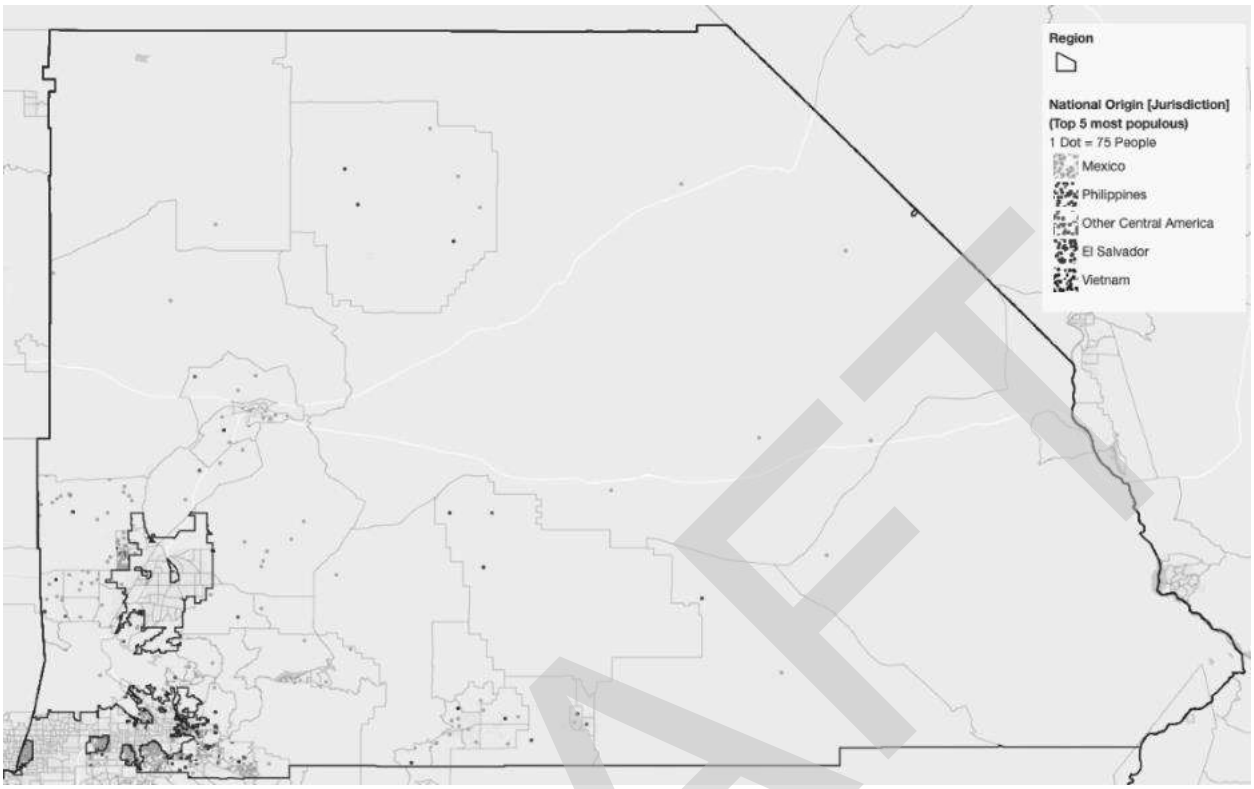
DRAFT

Map B3: National Origin, Ontario CA



DRAFT

Map B4: National Origin, region

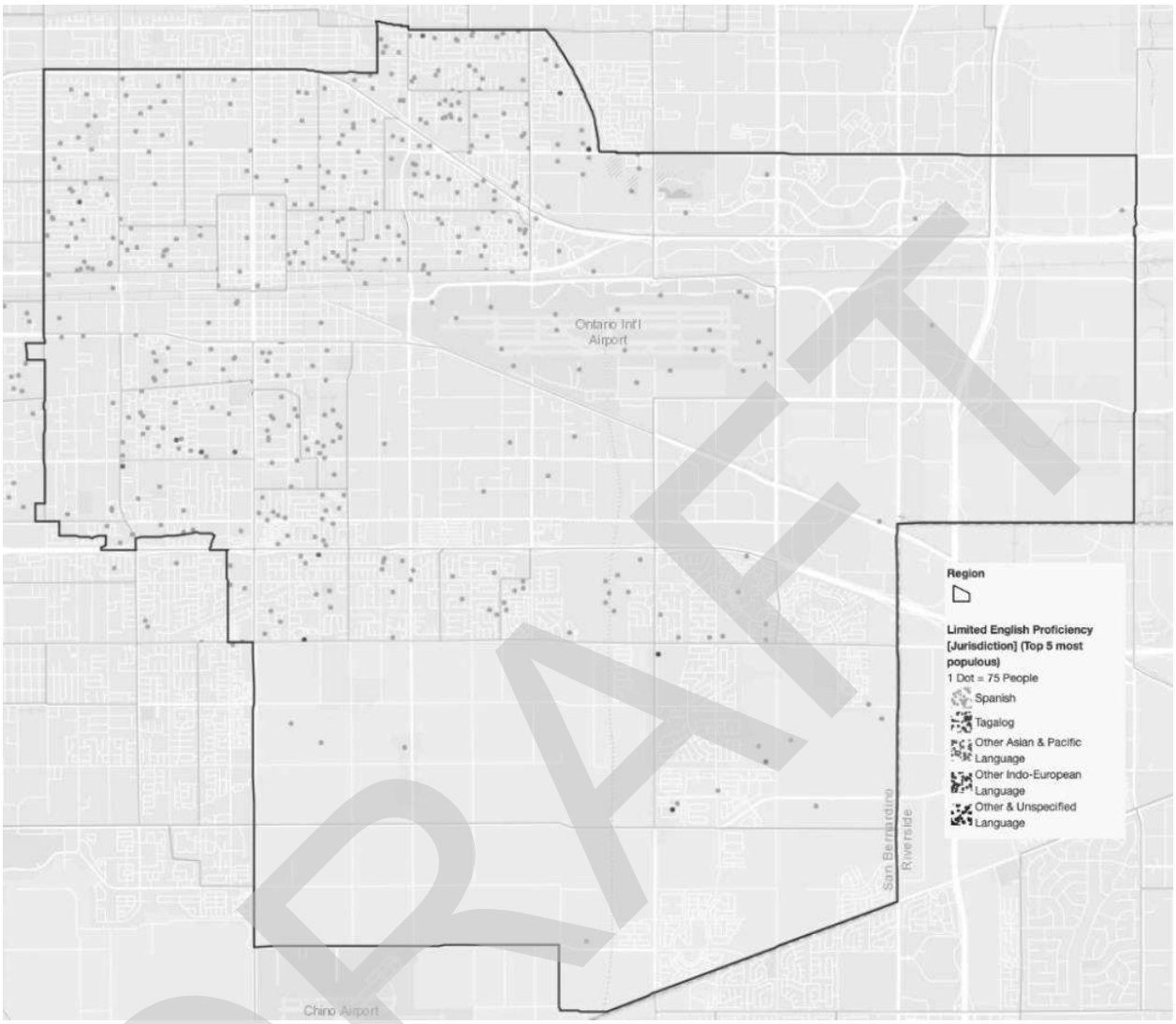


There are some patterns of settlement based on national origin in Ontario and the region. The map above shows the largest populations of foreign national origins in the region using the top six largest foreign-born populations. These residents are primarily concentrated in the more urban areas of the region.

In the western part of Ontario, there is a high Mexican and El Salvadorian population. The Filipino and other Central American population are spread throughout western, northern and central Ontario. In the County, the Mexican population is more concentrated than the other five national origin groups, which tend to be more scattered throughout the region.

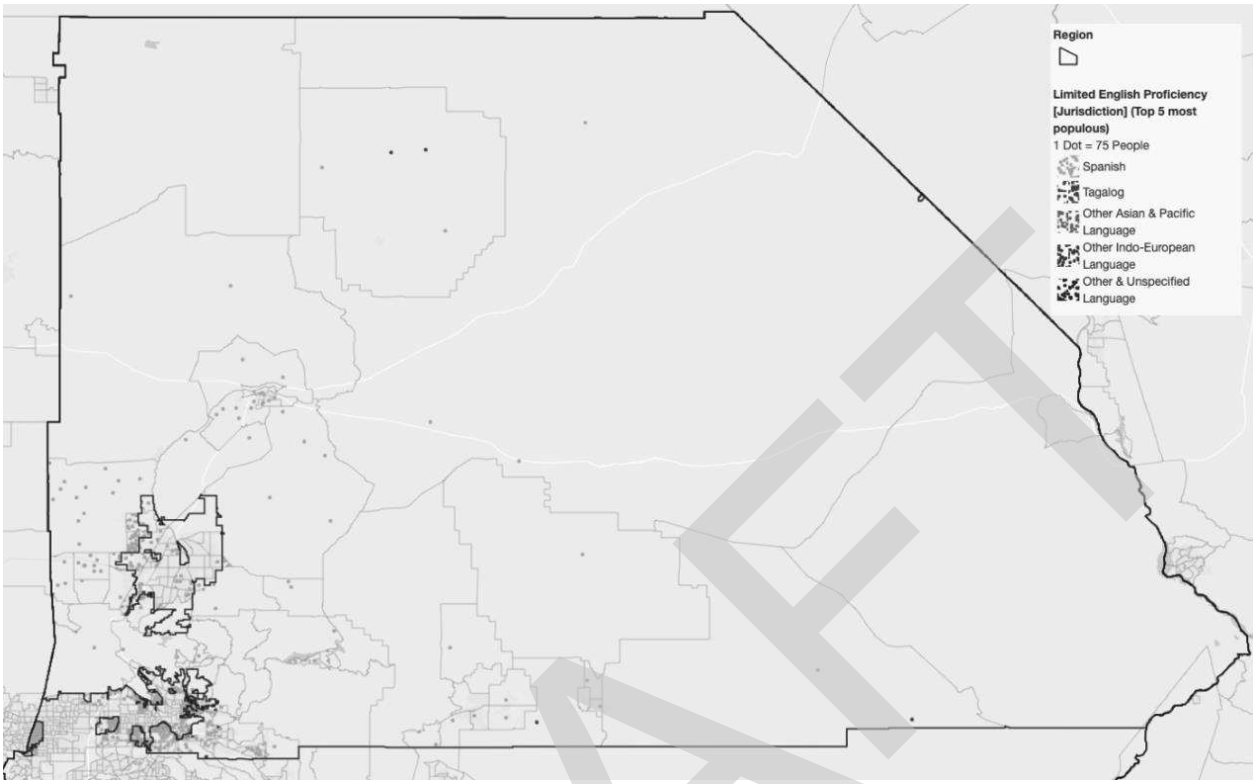
DRAFT

Map B5: Limited English Proficiency, Ontario CA



DRAFT

Map B6: Limited English Proficiency, Southern region

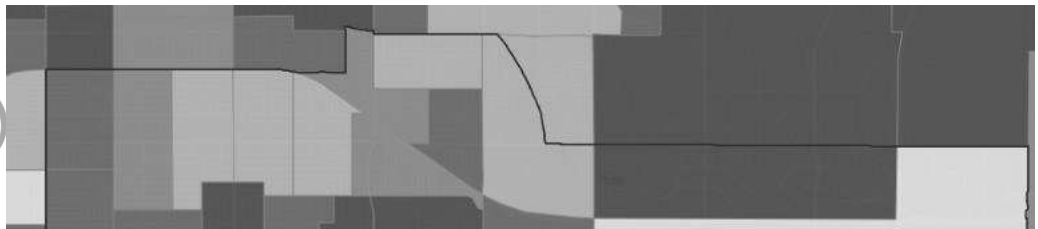


Spanish speakers are the largest group of Limited English Proficiency speakers in Ontario and the region by far, followed by speakers of Tagalog, and other Asian & Pacific Island languages. While Spanish and other Asian & Pacific Language speakers are more concentrated on the west side and the northeast corner of Ontario, Tagalong speakers are more concentrated in the southeast corner. Regionally, Spanish speakers are found overwhelmingly in the southwest corner of the county.

III. Consider and describe the location of owner and renter occupied housing in the jurisdiction and region in determining whether such housing is located in segregated or integrated areas, and describe trends over time.

In Maps B7 and B8 (see below), darker gray areas have higher percentages of renters while lighter gray areas have higher percentages of owners. As shown in Map 7, Northern Ontario tends to have higher concentrations of renters, while southern Ontario has higher percentages of owners. Regionally, most areas have higher concentrations of owners than renters, with a few notable exceptions. Redlands, Victorville, and a couple rural areas all have higher percentages of renters.

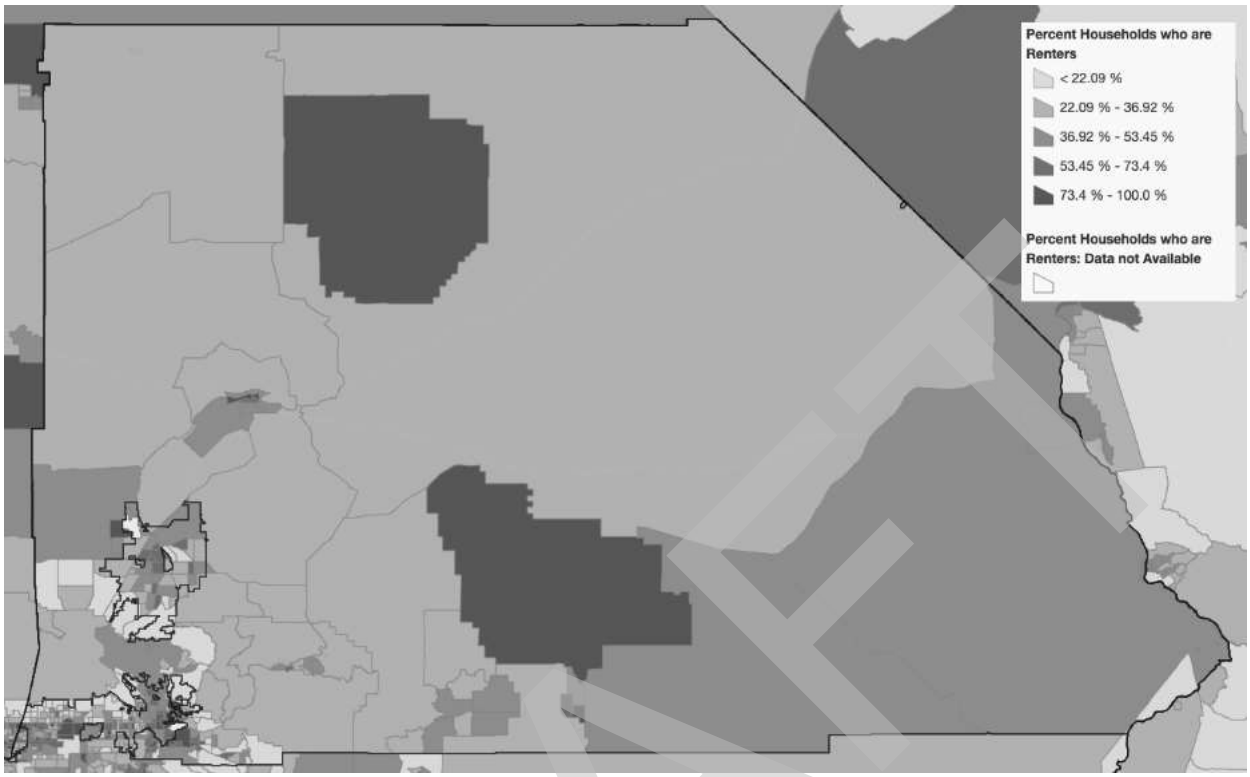
Map B7: Housing Tenure by Renters, Ontario



DRAFT

DRAFT

Map B8: Housing Tenure by Renters, region

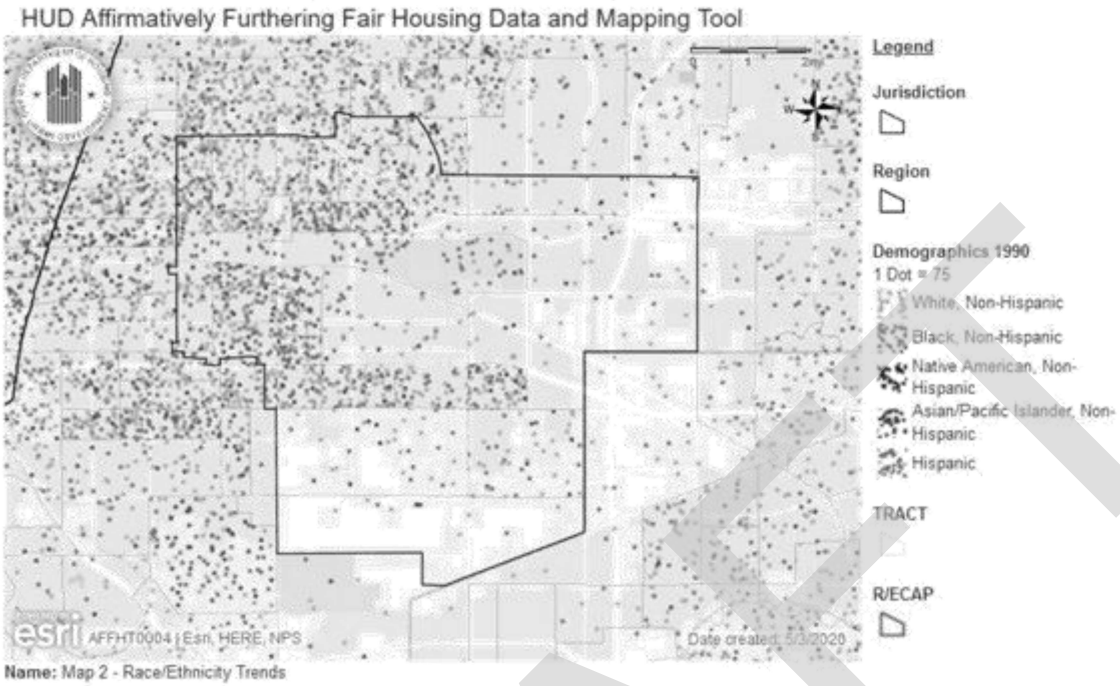


IV. Discuss how patterns of segregation have changed over time (since 1990).

The main trend present in residential patterns in the region is the increase in the Hispanic population across cities. Hispanic populations were small but significant in 1990. By the 2000s, the Hispanic population began to increase more rapidly, with the most significant growth between 2000 and 2010 (the most recent data available). There are fewer visible changes in residential patterns over the years, with Hispanic populations settling and expanding on the west side.

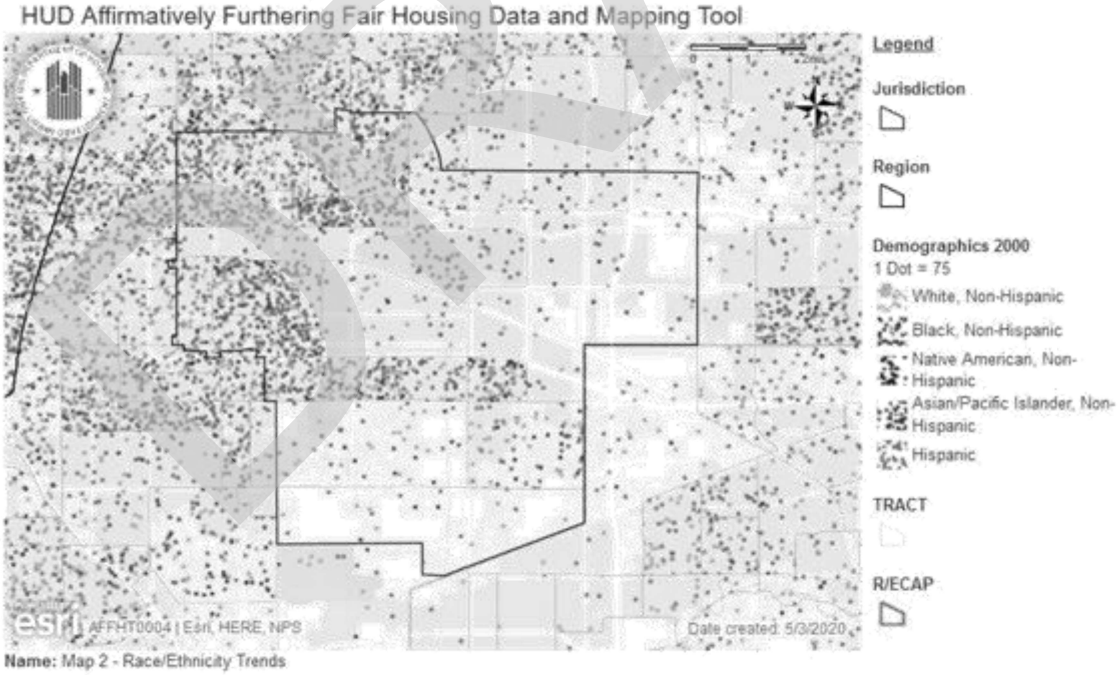
DRAFT

Map B9: Race/Ethnicity in 1990, Ontario CA



Name: Map 2 - Race/Ethnicity Trends
Description: Past race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs
Jurisdiction: Ontario (CDBG, HOME, ESG)
Region: Riverside-San Bernardino-Ontario, CA
HUD-Provided Data Version: AFFHT0004

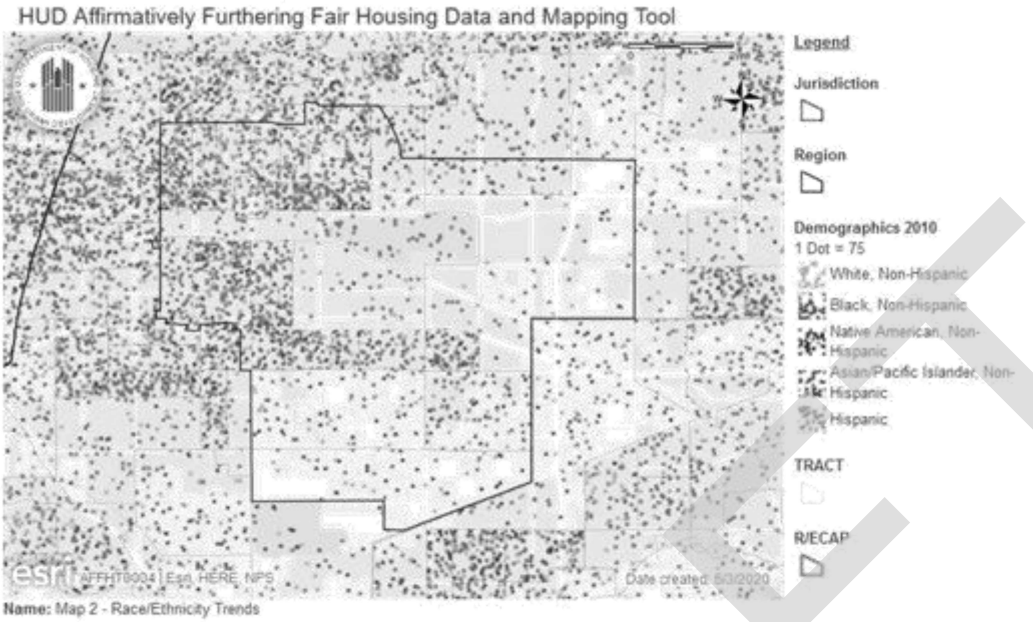
Map B10: Race/Ethnicity in 2000, Ontario CA



Name: Map 2 - Race/Ethnicity Trends
Description: Past race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs
Jurisdiction: Ontario (CDBG, HOME, ESG)
Region: Riverside-San Bernardino-Ontario, CA
HUD-Provided Data Version: AFFHT0004

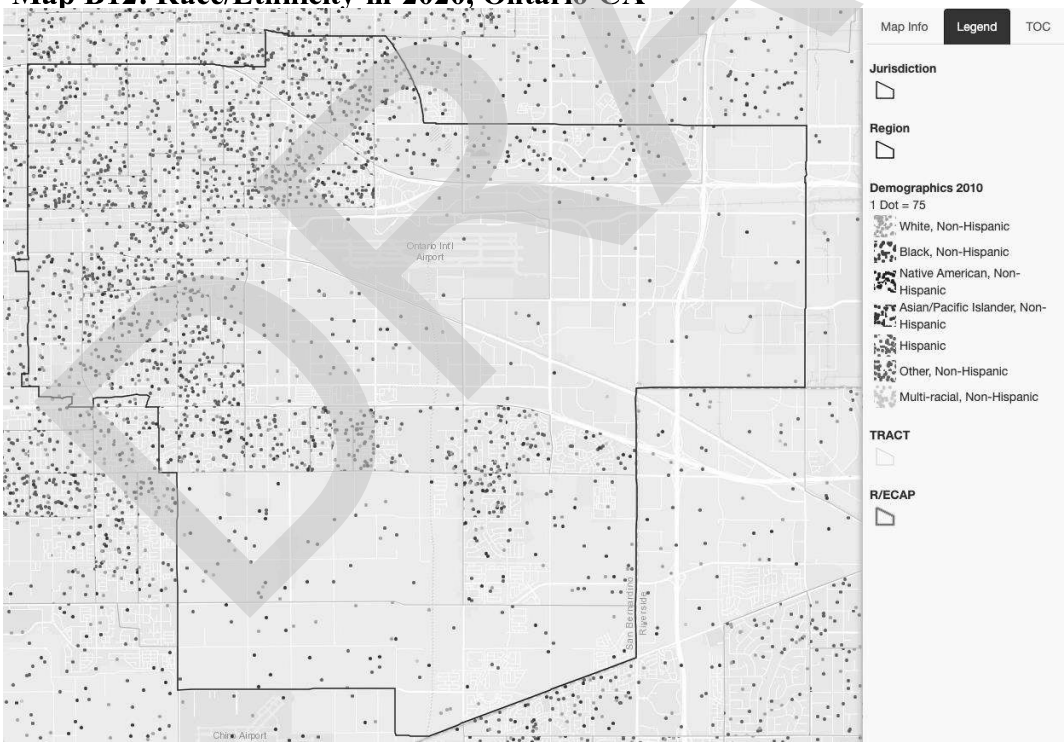
DRAFT

Map B11: Race/Ethnicity in 2010, Ontario CA



Name: Map 2 - Race/Ethnicity Trends
Description: Past race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs
Jurisdiction: Ontario (CDBG, HOME, ESG)
Region: Riverside-San Bernardino-Ontario, CA
HUD-Provided Data Version: AFFHT0004

Map B12: Race/Ethnicity in 2020, Ontario CA



DRAFT

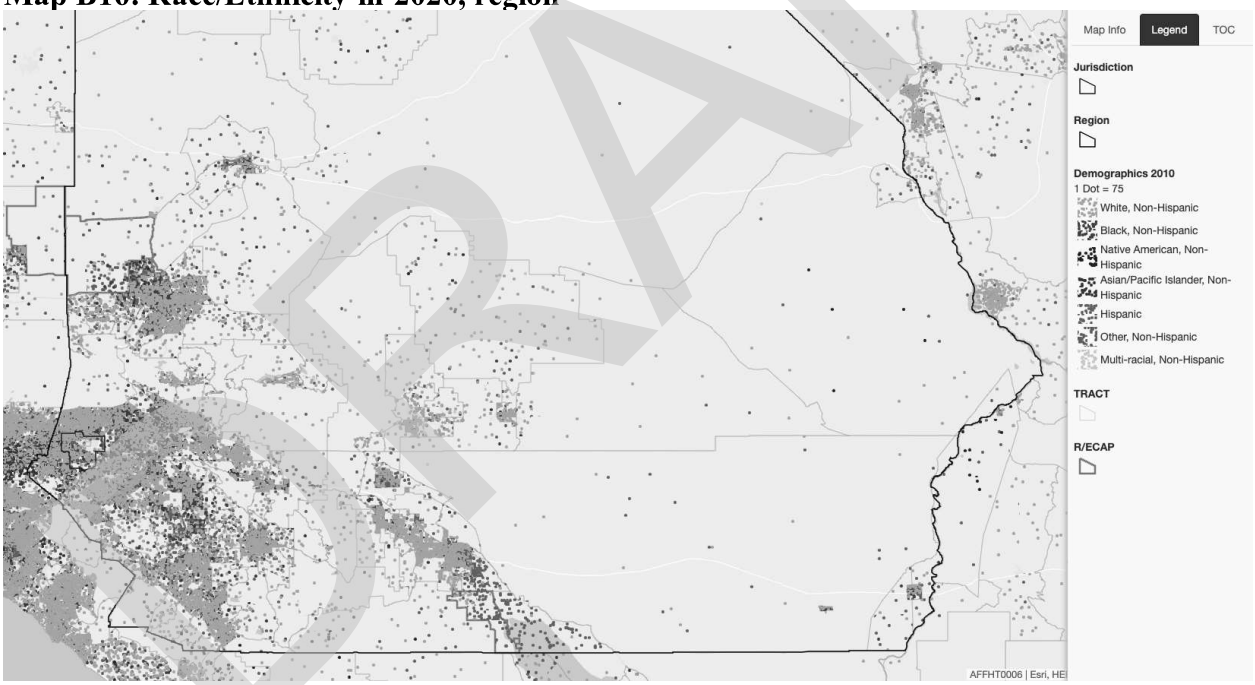
Map B13: Race/Ethnicity in 1990, region

Map B14: Race/Ethnicity in 2000, region

DRAFT

Map B15: Race/Ethnicity in 2010, region

Map B16: Race/Ethnicity in 2020, region



V. Discuss whether there are any demographic trends, policies, or practices that could lead to higher segregation in the jurisdiction in the future.

The City of Ontario has an increasing population of Hispanic residents and a decreasing White population. This may cause the region as a whole to experience higher rates of segregation because of the increasing concentration of one population.

Additional Information

I. Beyond the HUD-provided data, provide additional relevant information, if any, about segregation in the jurisdiction and region affecting groups with other protected characteristics.

HUD does not provide and the Census Bureau does not collect data concerning religious affiliation, but religion remains a prohibited basis for discrimination under the Fair Housing Act. Although the data discussed above with respect to national origin and LEP status can provide some insight into residential patterns with respect to religious given correlations between language, national origin, and religion, the resulting picture is merely a rough proxy. It is also a proxy that does not genuinely capture minority religious communities whose members are less likely to be recent immigrants.

The tables below, from USC's Center for Religion and Civic Culture (2010), and with data from the Associate of Religion Data, indicate the number of each type of religious center located in the county's jurisdictions. These numbers roughly correlate to residential patterns based on race/ethnicity and national origin. Areas with higher numbers of Roman Catholic centers indicate higher populations of Hispanic populations. Areas with renters tend to have higher non-White populations.

Table B5: Religious Centers, San Bernardino

Religious Center	San Bernardino County
Roman Catholic	55
Non-Denominational	208
Mormon	103
Southern Baptist	122
Seventh Day Adventist	58
Assemblies Of God	69
Muslim	14
Buddhist	10
National Baptist Convention	2
Lutheran	22
Grand Total	663

Source: USC's Center for Religion and Civic Culture

Contributing Factors of Segregation

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the severity of segregation.

Please see the Contributing Factors Appendix for the following Contributing Factors to Segregation:

- Community opposition

DRAFT

- Displacement of residents due to economic pressures
- Lack of community revitalization strategies
- Lack of private investment in specific neighborhoods
- Lack of public investment in specific, neighborhoods, including services and amenities
- Lack of local or regional cooperation
- Land use and zoning laws
- Lending discrimination
- Location and type of affordable housing
- Loss of affordable housing
- Occupancy codes and restrictions
- Private discrimination
- Source of income discrimination
- Lack of public investment in specific, neighborhoods, including services and amenities

ii. Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs)

R/ECAPs are geographic areas with significant concentrations of poverty and minority populations. HUD has developed a census-tract based definition of R/ECAPs. In terms of racial or ethnic concentration, R/ECAPs are areas with a non-White population of 50 percent or more. With regards to poverty, R/ECAPs are census tracts in which 40 percent or more of individuals are living at or below the poverty limit or that have a poverty rate three times the average poverty rate for the metropolitan area, whichever threshold is lower. **However, in this analysis, R/ECAPs are calculated at a 25% poverty rate threshold, which is more appropriate for California.**

Based on the population density found in Southern California, this document evaluates R/ECAPS using a 25% threshold, instead of the HUD threshold of 40% or more of individuals within a census tract that are living at or below the poverty limit. This regional threshold better illustrates areas that could be considered R/ECAPS, allowing policy makers to design policy and implement projects that take these areas into consideration.

Where one lives has a substantial effect on mental and physical health, education, crime levels, and economic opportunity. Urban areas that are more residentially segregated by race and income tend to have lower levels of upward economic mobility than other areas. Research has found that racial inequality is thus amplified by residential segregation. Concentrated poverty is also associated with higher crime rates and worse health outcomes. However, these areas may also offer

DRAFT

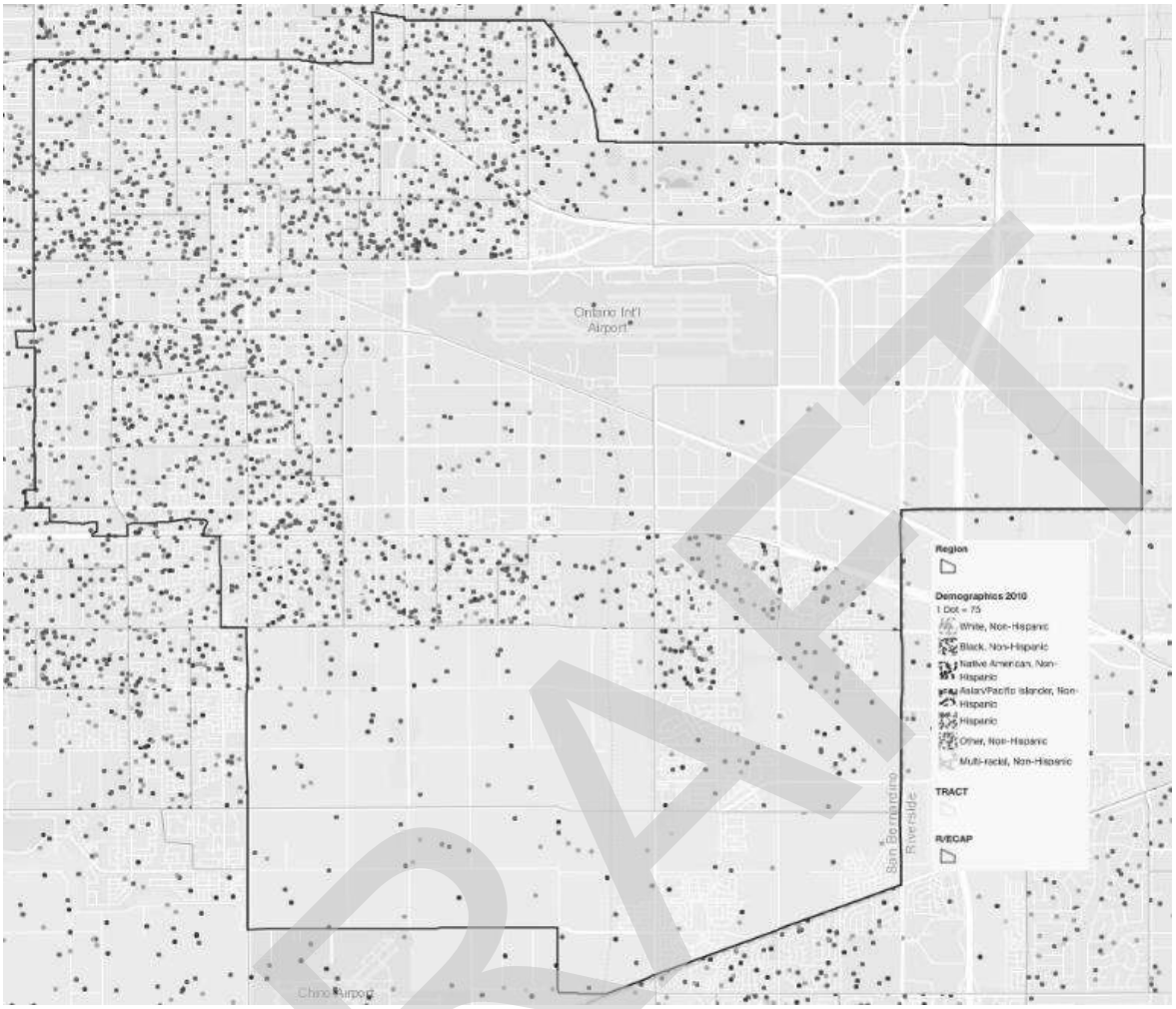
some opportunities as well. Individuals may actively choose to settle in neighborhoods containing R/ECAPs due to proximity to job centers and access to public services. Ethnic enclaves in particular may help immigrants build a sense of community and adapt to life in the U.S. The businesses, social networks, and institutions in ethnic enclaves may help immigrants preserve their cultural identities while providing a variety of services that allow them to establish themselves in their new homes. Overall, identifying R/ECAPs is important in order to better understand entrenched patterns of segregation and poverty.

I. Identify any R/ECAPs or groupings of R/ECAP tracts within the jurisdiction and region.

There are no R/ECAPs in Ontario. In the region, the R/ECAPS are located north in Victorville, centrally in San Bernardino and its environs, and in the southeast in the Coachella Valley. R/ECAPS throughout the region are composed of predominantly Hispanic residents. Reference Map B17 & B18 below.

DRAFT

Map B17: R/ECAPs in Ontario, Ca



DRAFT

Map B18: R/ECAPs in region

II. Describe and identify the predominant protected classes residing in R/ECAPs in the jurisdiction and region. How do these demographics of the R/ECAPs compare with the demographics of the jurisdiction and region?

DRAFT

In the region, R/ECAPS also contain a large number of Hispanic residents. 63.30% are Hispanic. 17.17% of residents are white, 12.02% are Black, 0.51% are Native American, and 4.89% are Asian or Pacific Islanders. 61.94% of households are families with children. The most populous countries of origin, in order, are Mexico at 20.18% of the total population, other Central America at 1.17% El Salvador at 0.94%, Philippines at 0.55%, other South Eastern Asia at 0.47%, China excluding Taiwan at 0.40%, Vietnam at 0.34%, other Western Asia at 0.25%, Canada at 0.24%, and other South Central Asia at 0.22%. Reference Table B6 & B7 below.

Table B6 - R/ECAP Demographics, Ontario

	(Ontario, CA CDBG) Jurisdiction		
R/ECAP Race/Ethnicity		**#**	**%**
Total Population in R/ECAPs		0	-
White, Non-Hispanic		0	N/a
Black, Non-Hispanic		0	N/a
Hispanic		0	N/a
Asian or Pacific Islander, Non-Hispanic		0	N/a
Native American, Non-Hispanic		0	N/a
Other, Non-Hispanic		0	N/a
R/ECAP Family Type			
Total Families in R/ECAPs		0	-
Families with children		0	N/a
R/ECAP National Origin			
Total Population in R/ECAPs		N/a	-
#1 country of origin	NULL	0	0.00%
#2 country of origin	NULL	0	0.00%
#3 country of origin	NULL	0	0.00%
#4 country of origin	NULL	0	0.00%
#5 country of origin	NULL	0	0.00%
#6 country of origin	NULL	0	0.00%
#7 country of origin	NULL	0	0.00%
#8 country of origin	NULL	0	0.00%
#9 country of origin	NULL	0	0.00%
#10 country of origin	NULL	0	0.00%

Note 1: 10 most populous groups at the jurisdiction level may not be the same as the 10 most populous at the Region level, and are thus labeled separately.

Note 2: Data Sources: Decennial Census; ACS

Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

DRAFT

Table B7 - R/ECAP Demographics, region

	(Riverside-San Bernardino-Ontario, CA) Region		
R/ECAP Race/Ethnicity		**#**	**%**
Total Population in R/ECAPs		209,235	-
White, Non-Hispanic		35,928	17.17%
Black, Non-Hispanic		25,140	12.02%
Hispanic		132,437	63.30%
Asian or Pacific Islander, Non-Hispanic		10,225	4.89%
Native American, Non-Hispanic		1,057	0.51%
Other, Non-Hispanic		390	0.19%
R/ECAP Family Type			
Total Families in R/ECAPs		41,495	-
Families with children		25,702	61.94%
R/ECAP National Origin			
Total Population in R/ECAPs		209,235	-
#1 country of origin	Mexico	42,229	20.18%
#2 country of origin	Other Central America	2,440	1.17%
#3 country of origin	El Salvador	1,975	0.94%
#4 country of origin	Philippines	1,150	0.55%
#5 country of origin	Other South Eastern Asia	990	0.47%
#6 country of origin	China excl. Taiwan	837	0.40%
#7 country of origin	Vietnam	701	0.34%
#8 country of origin	Other Western Asia	529	0.25%
#9 country of origin	Canada	502	0.24%
#10 country of origin	Other South Central Asia	466	0.22%

Note 1: 10 most populous groups at the jurisdiction level may not be the same as the 10 most
Note 2: Data Sources: Decennial Census; ACS
Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-

III. Describe how R/ECAPs have changed over time in the jurisdiction and the region (since 1990).

In 1990, there were no R/ECAPs present in Ontario. For HUD-provided maps like Map B19, HUD calculates R/ECAPs at 40% or more of individuals are living at or below the poverty limit while this report calculates R/ECAPs at 25% or more. Therefore, it is possible that there would have been R/ECAPS in Ontario in 1990 had a 25% threshold been used. Reference Map B19 below.

As noted earlier, based on the population density found in Southern California, this document evaluates R/ECAPS using a 25% threshold, instead of the HUD threshold of 40% or more of individuals within a census tract that are living at or below the poverty limit. This regional threshold better illustrates areas that could be considered R/ECAPS, allowing policy makers to design policy and implement projects that take these areas into consideration.
In 2000, there were also no R/ECAPs present in Ontario, based on HUD's threshold of 40% or more individuals living at or below the poverty line. Reference Map B20 Below.

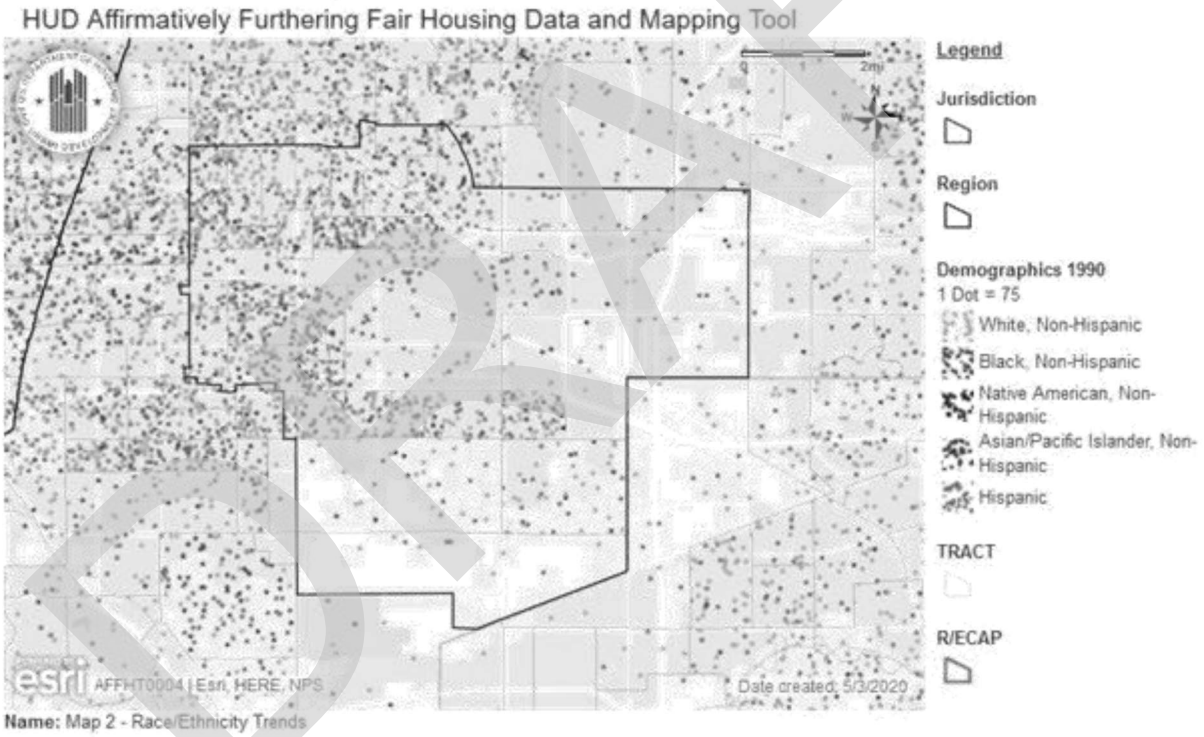
DRAFT

As in the prior two decades, there were also no R/ECAPs present in Ontario. Reference Map B21.

Using HUD's 40% or above threshold, there were twelve R/ECAPS in the region in 1990. Nine were contiguous in San Bernardino, two were adjacent to each other in Mecca and one was located in Indio. Reference Map B23.

In 2000, there were five additional R/ECAPs in addition to the previous twelve; two in Riverside, one in Moreno Valley, one in Victorville, and one in Barstow. Reference Map B24. By 2010, there were additional R/ECAPs in both San Bernardino and in Moreno Valley, one in Rialto, one in Beaumont, and one in Adelanto, bringing the Regional total to 20. During this twenty-year period, only one Census Tract ceased to meet the R/ECAP criteria. All the areas with R/ECAPs in the maps above once again were present in the most current map of R/ECAPs, suggesting that these will be continued areas for concern in the future. Reference Map B25 Below.

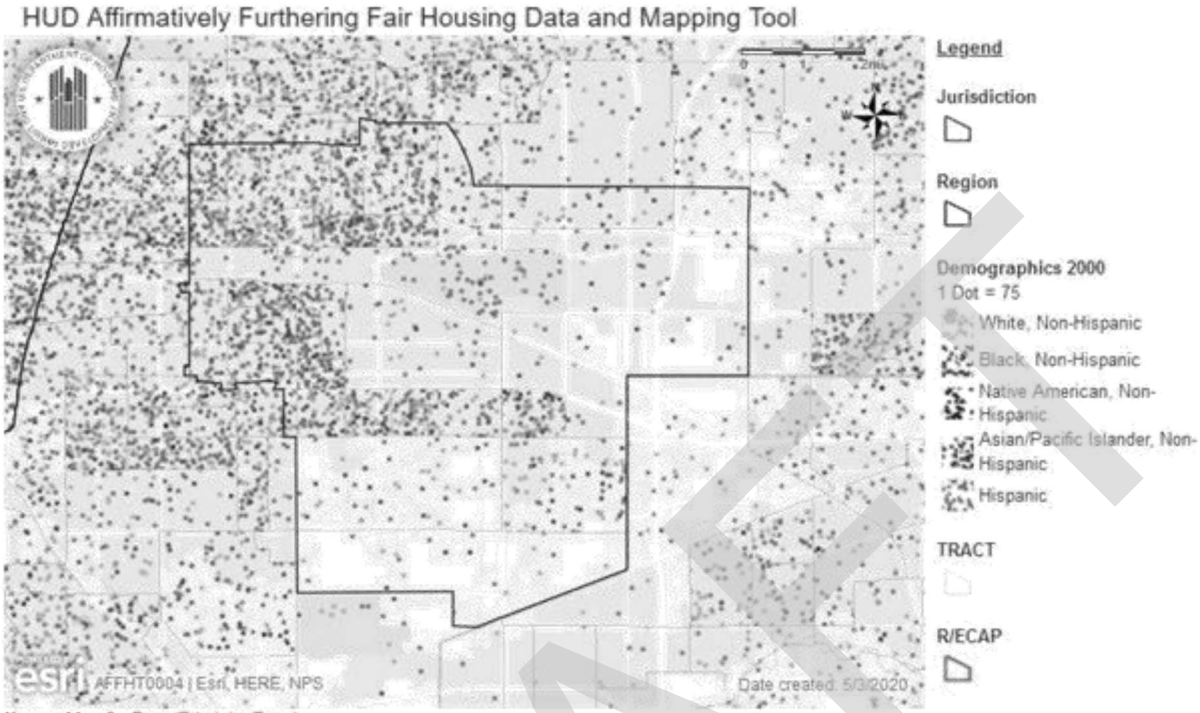
Map B19: R/ECAPs 1990, Ontario CA



Name: Map 2 - Race/Ethnicity Trends
Description: Past race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs
Jurisdiction: Ontario (CDBG, HOME, ESG)
Region: Riverside-San Bernardino-Ontario, CA
HUD-Provided Data Version: AFFHT0004

DRAFT

Map B20: R/ECAPs 2000, Ontario CA



Name: Map 2 - Race/Ethnicity Trends

Description: Past race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs

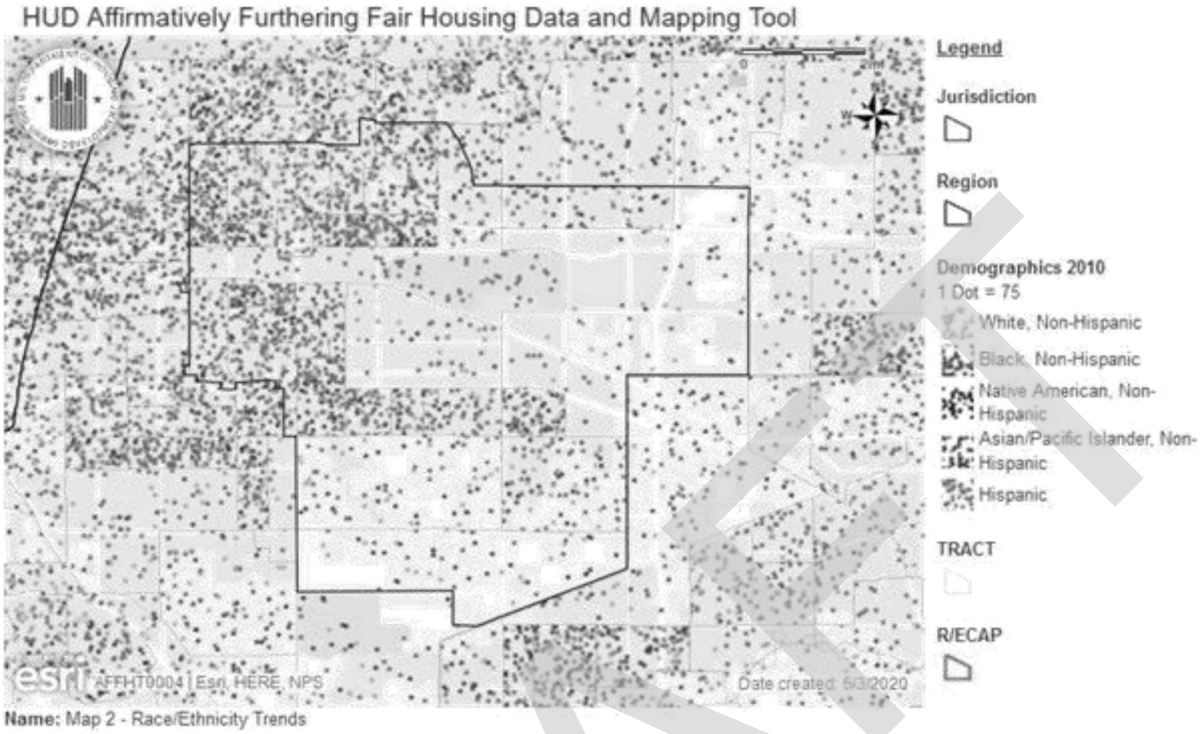
Jurisdiction: Ontario (CDBG, HOME, ESG)

Region: Riverside-San Bernardino-Ontario, CA

HUD-Provided Data Version: AFFHT0004

DRAFT

Map B21: R/ECAPs 2010, Ontario CA



Name: Map 2 - Race/Ethnicity Trends

Description: Past race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs

Jurisdiction: Ontario (CDBG, HOME, ESG)

Region: Riverside-San Bernardino-Ontario, CA

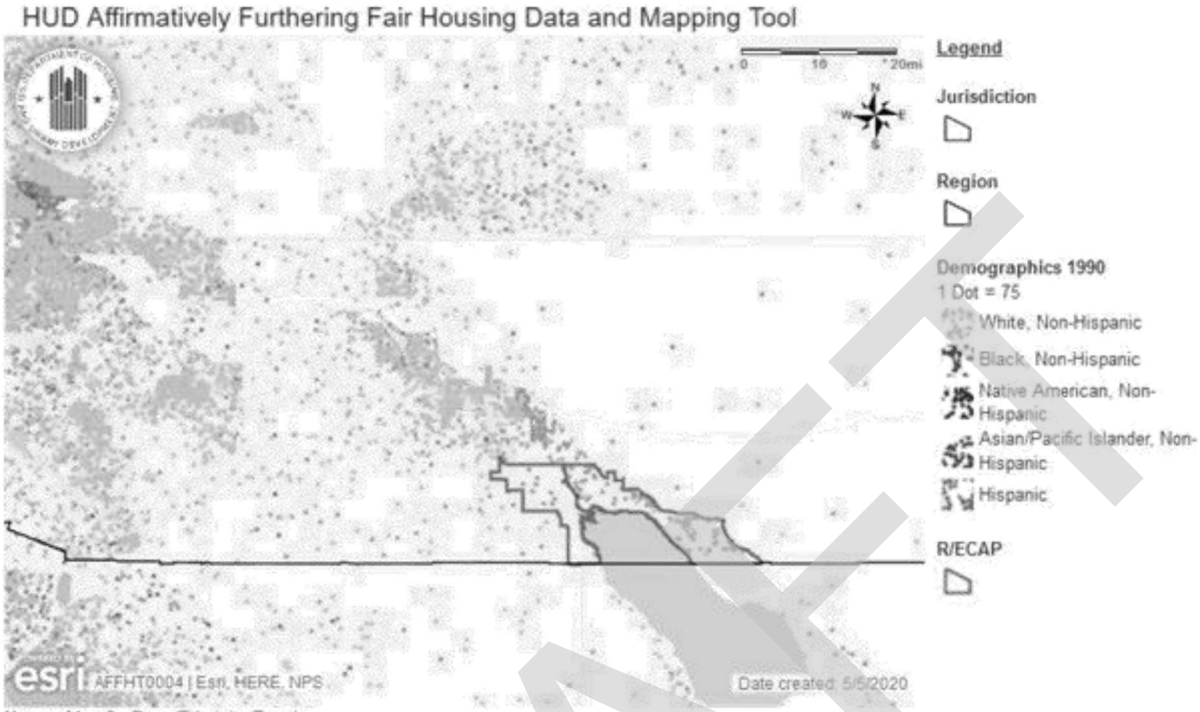
HUD-Provided Data Version: AFFHT0004

DRAFT

Map B22: R/ECAPs 2020, Ontario CA

DRAFT

Map B23: R/ECAPs 1990, region



Name: Map 2 - Race/Ethnicity Trends

Description: Past race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs

Jurisdiction: Ontario (CDBG, HOME, ESG)

Region: Riverside-San Bernardino-Ontario, CA

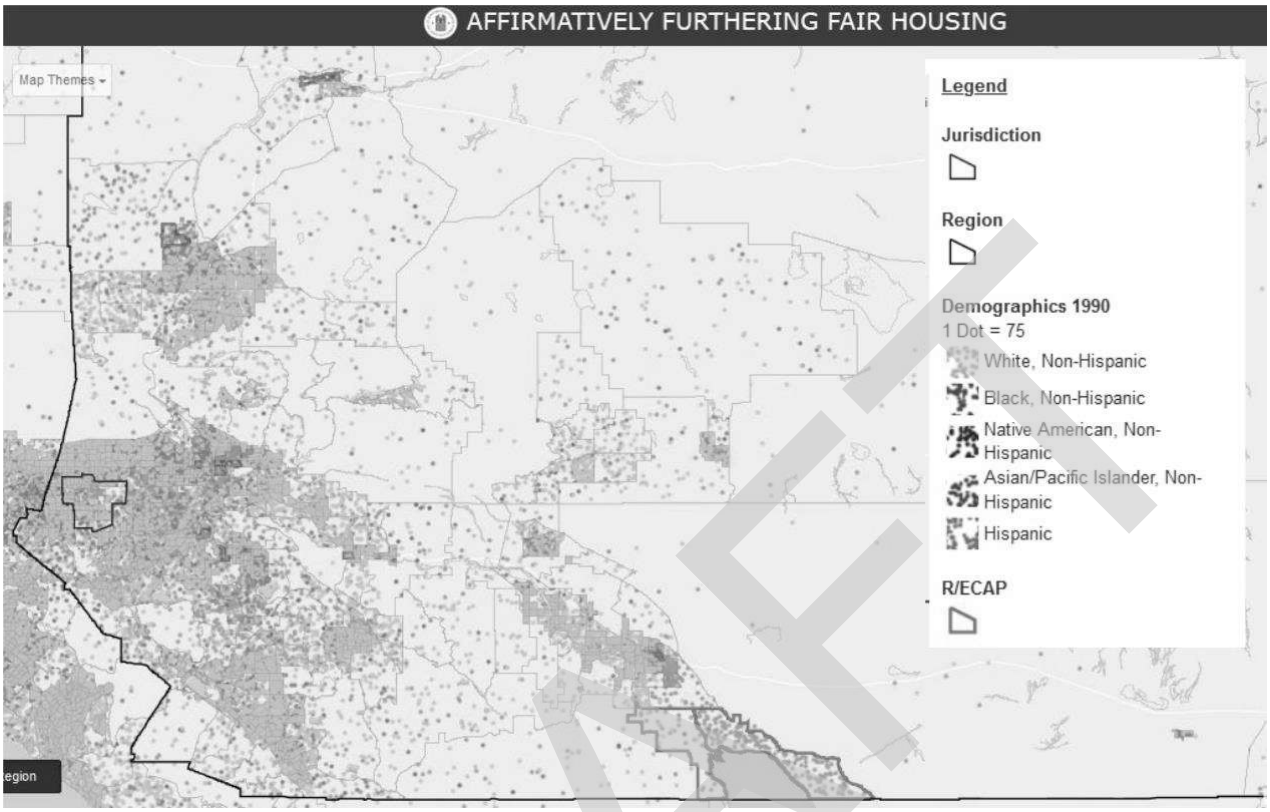
HUD-Provided Data Version: AFFHT0004

DRAFT

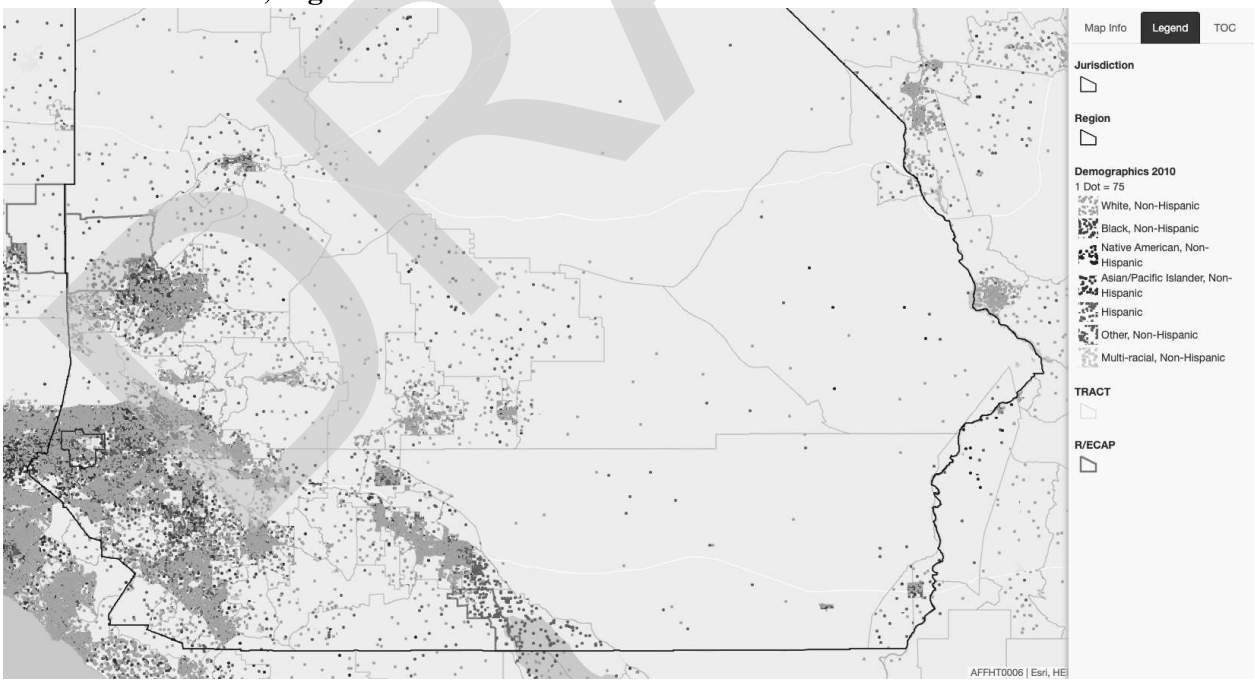
Map B24: R/ECAPs 2000, region

DRAFT

Map B25: R/ECAPs 2010, region



26: R/ECAPs 2020, region



DRAFT

Contributing Factors of R/ECAPs

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the severity of R/ECAPs.

Please see the Contributing Factors Appendix for the following Contributing Factors to R/ECAPs:

- Community opposition
- Deteriorated and abandoned properties
- Displacement of residents due to economic pressures
- Lack of community revitalization strategies
- Lack of local or regional cooperation
- Lack of private investments in specific neighborhood
- Lack of public investments in specific neighborhoods, including services or amenities
- Land use and zoning laws
- Location and type of affordable housing
- Loss of affordable housing
- Occupancy codes and restrictions
- Private discrimination
- Source of income discrimination

iii. Disparities in Access to Opportunity

The following section describes locational differences and disparities experienced by different groups in accessing key features of opportunity: educational quality, economic factors, transportation, and environmental health. Access to neighborhoods with higher levels of opportunity can be more difficult due to discrimination and when there may not be a sufficient range and supply of housing in such neighborhoods. In addition, the continuing legacy of discrimination and segregation can impact the availability of quality infrastructure, educational

DRAFT

resources, environmental protections, and economic opportunities, all of which can create disparities in access to opportunity.

In the maps and indices below, values are based on information available in the HUD AFFH-T Data Documentation.[1] However, all original data sources have been updated to the latest available version. All racial/ethnic information draws from Affirmatively Furthering Fair Housing 2020 Estimates. Other sources include CAASP 2018-2019 Test Results; National Air Toxics Assessment (NATA) data, 2014; and Location Affordability Index (LAI) Version 3.0. School Proficiency values have been left unscaled. All other values are scaled to the Region.

Overall, Ontario's opportunity index values are higher than the surrounding region, meaning that there are fewer disparities in access to opportunity. As described in more detail below, the only exceptions are the environmental health index, which is generally lower in more densely-populated urban areas and higher in less-populated rural areas, and the School Proficiency Index.

Table B8: Index Values, Ontario

(Ontario, CA CDBG) Jurisdiction	School Proficiency Index	Labor Market Index	Jobs Proximity Index	Low Transportation Cost Index	Environmental Health Index	Transit Index
White, Non-Hispanic	33.32	35.10	72.77	53.63	19.63	76.93
Black, Non-Hispanic	30.24	37.84	78.84	56.00	18.33	78.81
Hispanic	30.33	28.93	70.23	54.93	20.26	77.76
Asian or Pacific Islander, Non-Hispanic	32.64	36.27	75.47	52.95	17.79	77.05
Native American, Non-Hispanic	32.70	32.13	72.15	54.53	20.35	77.32

[1] https://archives.huduser.gov/portal/datasets/affht.html

DRAFT

Table B9: Index Values, Region

(Riverside-San Bernardino-Ontario, CA) Region	School Proficiency Index	Labor Market Index	Jobs Proximity Index	Low Transportation Cost Index	Environmental Health Index	Transit Index
White, Non-Hispanic	46.43	33.94	45.92	42.13	48.02	48.57
Black, Non-Hispanic	35.44	26.46	45.67	45.13	38.89	53.65
Hispanic	33.26	24.37	46.90	46.31	37.84	55.76
Asian or Pacific Islander, Non-Hispanic	51.51	42.31	53.56	42.65	35.12	55.92
Native American, Non-Hispanic	35.90	24.58	43.36	43.26	49.90	47.70

a. *Educational Opportunities*

i. *Describe any disparities in access to proficient schools in the jurisdiction and region.*

ii. *Describe how the disparities in access to proficient schools relate to residential living patterns in the jurisdiction and region.*

iii. *Informed by community participation, any consultation with other relevant government agencies, and the participant's own local data and local knowledge, discuss programs, policies, or funding mechanisms that affect disparities in access to proficient schools.*

The School Proficiency Index is based on proficiency rates of 4th grade students in math and language arts literacy. Scores in Ontario are slightly lower than scores in the region overall, and are fairly consistent across racial/ethnic groups. White residents have a score of 33.32, Black residents 30.24, Hispanic residents 30.33, Asian or Pacific Islander residents 32.64, and Native American residents 32.70. Map XX indicates that the southern and northwestern edges of Ontario have slightly higher school proficiency index values. Asian or Pacific Islander residents in the southern area of Ontario experience the highest school proficiency values, which is consistent with the tables.

Foreign-born residents tend to reside in areas with lower school proficiency index values. Mexican and Salvadoran residents in Ontario reside in the northern part of the city, which has middling School Proficiency Index values, while slightly higher concentrations of Filipino residents are found in the southeastern part of Ontario, which has higher School Proficiency Index values.

Patterns of school proficiency in the region overall are presented with the caveat that index values are most accurate for the more urban areas of the region. The areas of Chino Hills, Lake Matthews, Temecula, Rancho Cucamonga, and Redlands have higher School Proficiency Index values. Chino Hills has a higher Asian or Pacific Islander population, but these areas are otherwise predominantly White compared to the region. Hispanic residents are densely populated in the area stretching through Riverside and Moreno Valley, and these areas have slightly lower School Proficiency Index values. Foreign-born residents in the region primarily reside in urban areas with lower School Proficiency Index values, but Filipino residents tend too reside in areas with higher index values, such as Chino Hills and Temecula.

b. *Employment Opportunities*

DRAFT

i. *Describe any disparities in access to employment in the jurisdiction and region.*

ii. *Describe how the disparities in access to employment relate to residential living patterns in the jurisdiction and region.*

iii. *Informed by community participation, any consultation with other relevant government agencies, and the participant's own local data and local knowledge, discuss programs, policies, or funding mechanisms that affect disparities in access to employment.*

The Labor Market Engagement Index and the Jobs Proximity Index are used to measure the strength of the labor market and location of available jobs. Overall, Ontario has higher values than the region in both measures, and values are mostly similar across race/ethnicity. White residents in Ontario experience a Labor Market Engagement Index value of 35.10, Black residents 37.84, Hispanic residents 30.33, Asian or Pacific Islander residents 36.27, and Native American residents 32.13. White residents experience a Jobs Proximity Index value of 72.77, Black residents 78.84, Hispanic residents 70.23, Asian or Pacific Islander residents 75.47, and Native American residents 72.15. The more populated, predominantly Hispanic northwest area of Ontario has lower Labor Market Engagement Index values as opposed to the rest of the city. Foreign-born residents are also more likely to experience these lower values. On the other hand, the southern border of Ontario experiences the lowest Jobs Proximity Index values, but is also more sparsely populated.

Regionally, Asian or Pacific Islander residents experience the highest Labor Market Engagement Index value at 42.31, followed by White residents at 33.94, Black residents at 26.46, Native American residents at 24.58, and Hispanic residents at 24.37. Asianor Pacific Islander residents also experience the highest Jobs Proximity Index value at 53.56, followed by Hispanic residents at 46.90, White residents at 45.92, Black residents at 45.67, and Native American residents at 43.26. Ontario has higher Jobs Proximity Index values than much of the region. In the region, Black and Hispanic residents live closer to urban areas with higher Jobs Proximity and Labor Market Engagement Index values, leading to overall similar values across race/ethnicity.

c. *Transportation Opportunities*

i. *Describe any disparities in access to transportation in the jurisdiction and region.*

ii. *Describe how the disparities in access to transportation relate to residential living patterns in the jurisdiction and region.*

iii. *Informed by community participation, any consultation with other relevant government agencies, and the participant's own local data and local knowledge, discuss programs, policies, or funding mechanisms that affect disparities in access to transportation.*

The two Indices used to measure access to transportation are the Low Transportation Cost Index and Transit Trips Index. The Low Transportation Cost Index measures access to low-cost transportation services, and the Transit Trips Index measures how often residents take transit trips. Values are much higher in Ontario than in the region, because Ontario is much more urban and centrally located than other areas of the region.

DRAFT

In Ontario, Black residents have the highest Low Transportation Cost Index value at 56.00, followed by Hispanic residents at 54.93, Native American residents at 54.53, White residents at 53.63, and Asian or Pacific Islander residents at 52.95. Similarly, Black residents experience the highest Transit Trips Index value at 78.81, followed by Hispanic residents at 77.76, Native American residents at 77.32, Asian or Pacific Islander residents at 77.05, and White residents at 76.93. These patterns are also reflected in the maps. The northeast area of Ontario has the highest Low Transportation Cost Index values and has a concentration of Black residents.

Regionally, Hispanic residents experience the highest Low Transportation Cost Index value at 46.31, followed by Black residents at 45.13, Native American residents at 43.26, Asian or Pacific Islander residents at 42.65, and White residents at 42.12. Asian or Pacific Islander residents experience the highest Transit Trips Index value at 55.92, followed by Hispanic residents at 55.76, Black residents at 53.65, White residents at 48.57, and Native American residents at 47.70. This is consistent with the information displayed in the maps for the most part, as Black and Hispanic residents tend to reside in more urban areas of the region. Asian or Pacific Islander residents experience the highest Transit Trips Index value but the lowest Low Transportation Cost Index value. Foreign-born residents, especially Mexican residents, tend to reside in areas with especially higher Low Transportation Cost Index values.

d. Environmentally Healthy Neighborhoods Opportunities

i. Describe any disparities in access to environmental health in the jurisdiction and region.

ii. Describe how the disparities in access to environmental health relate to residential living patterns in the jurisdiction and region.

iii. Informed by community participation, any consultation with other relevant government agencies, and the participant's own local data and local knowledge, discuss programs, policies, or funding mechanisms that affect disparities in access to environmental health.

The Environmental Health Index accounts for respiratory and neurological risk factors across the region. Environmental Health Index values are drastically lower for Ontario than for the region. This is likely because the region includes a great deal of rural space which has less pollution overall. Environmental Health Index values are fairly consistent across demographic groups in Ontario, with White residents experiencing a value of 19.63, Black residents 18.33, Native American residents 20.35, Asian or Pacific Islander residents 17.79, and Hispanic residents 20.26. Conversely, in the region, Native American residents experience the highest value at 49.90, followed by White residents at 48.02, Black residents at 38.89, Hispanic residents at 37.84, and Asian or Pacific Islander residents at 35.12.

These patterns are consistent with the data presented in the maps, as well. The northeastern area of Ontario experiences the lowest index values, with all other areas of the city experiencing the same health index range. The northeastern areas include higher populations of Black residents. Asian or Pacific Islander residents in the eastern half of Ontario are exposed to areas with lower Environmental Health Index values. Additionally, foreign-born residents are more present in the northwestern area of Ontario as well, and have less access to environmentally healthy spaces.

DRAFT

Regionally, the discrepancies in Environmental Health across the region are visible in the sharp split between urban and rural areas. Environmental health is lowest in the more urban areas around Ontario, higher in the cities of San Bernardino and Moreno Valley, and at its highest in the rural areas of the region. Noticeably, the Palm Springs area has high Environmental Health Index values compared to other urban areas of the region.

Map B27: School Proficiency Index, Ontario, Race

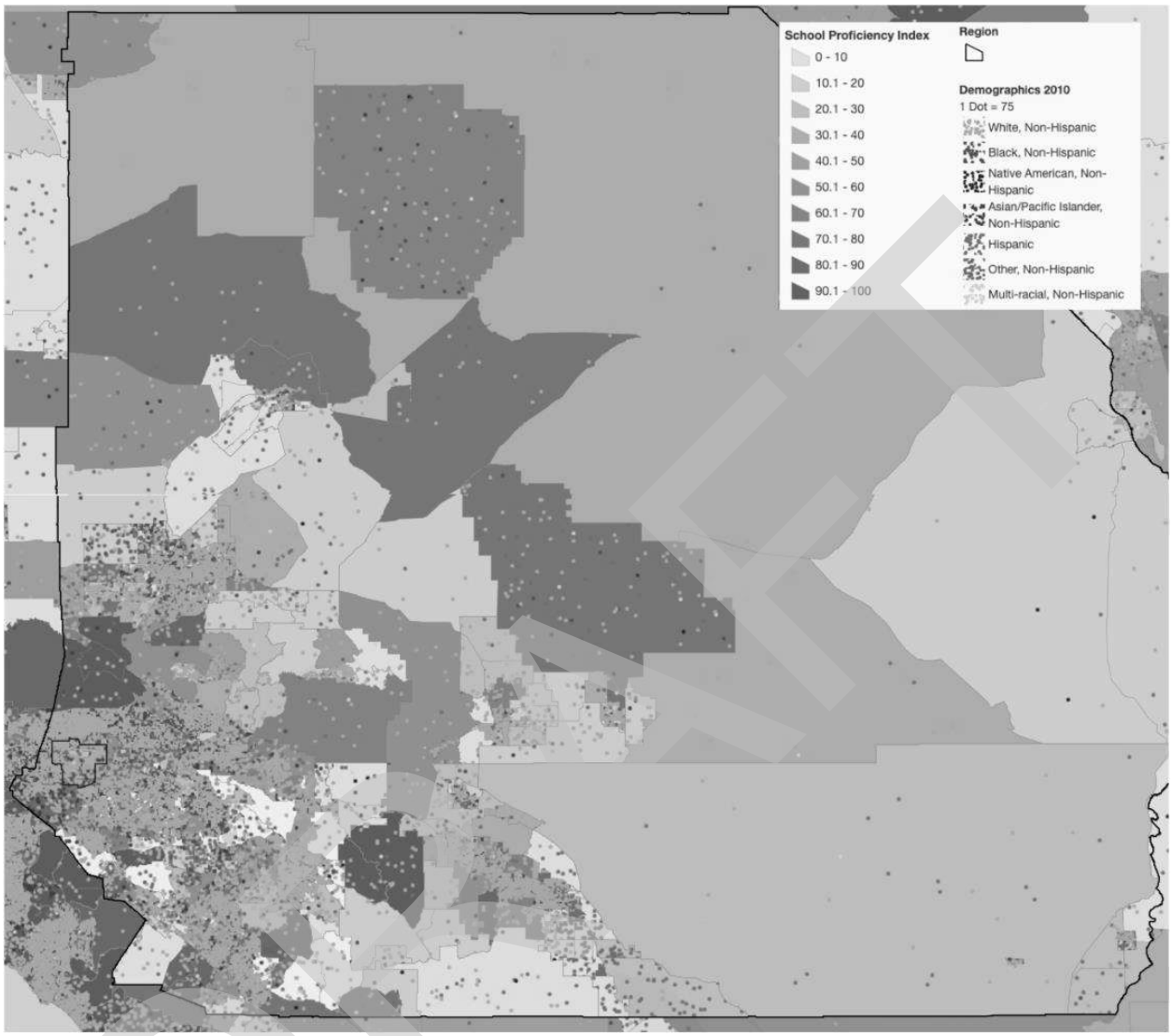
DRAFT

Map B28: School Proficiency Index, Ontario, National Origin

DRAFT

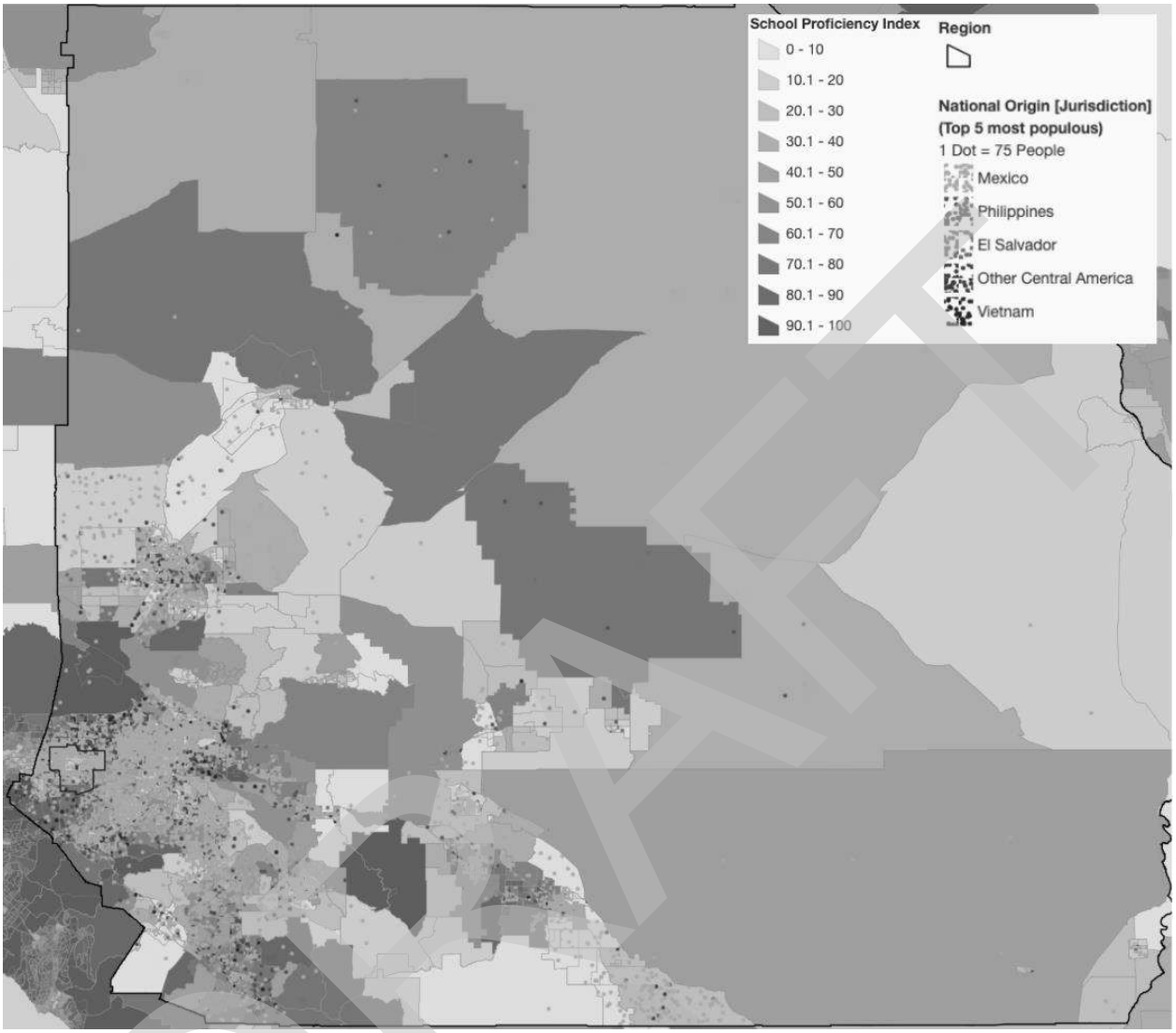
DRAFT

Map B29: School Proficiency Index, region, Race



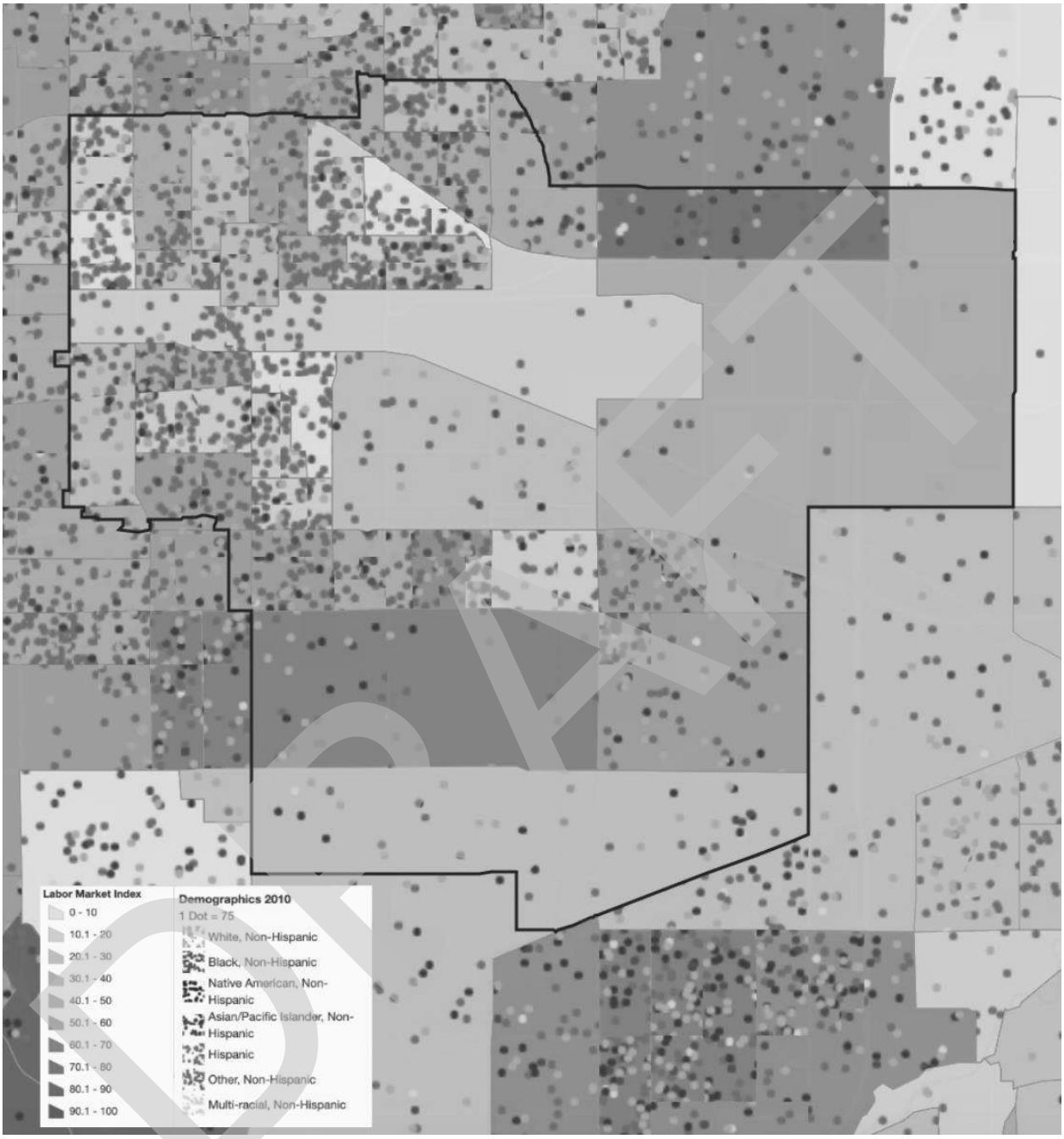
DRAFT

Map B30: School Proficiency Index, region, National Origin



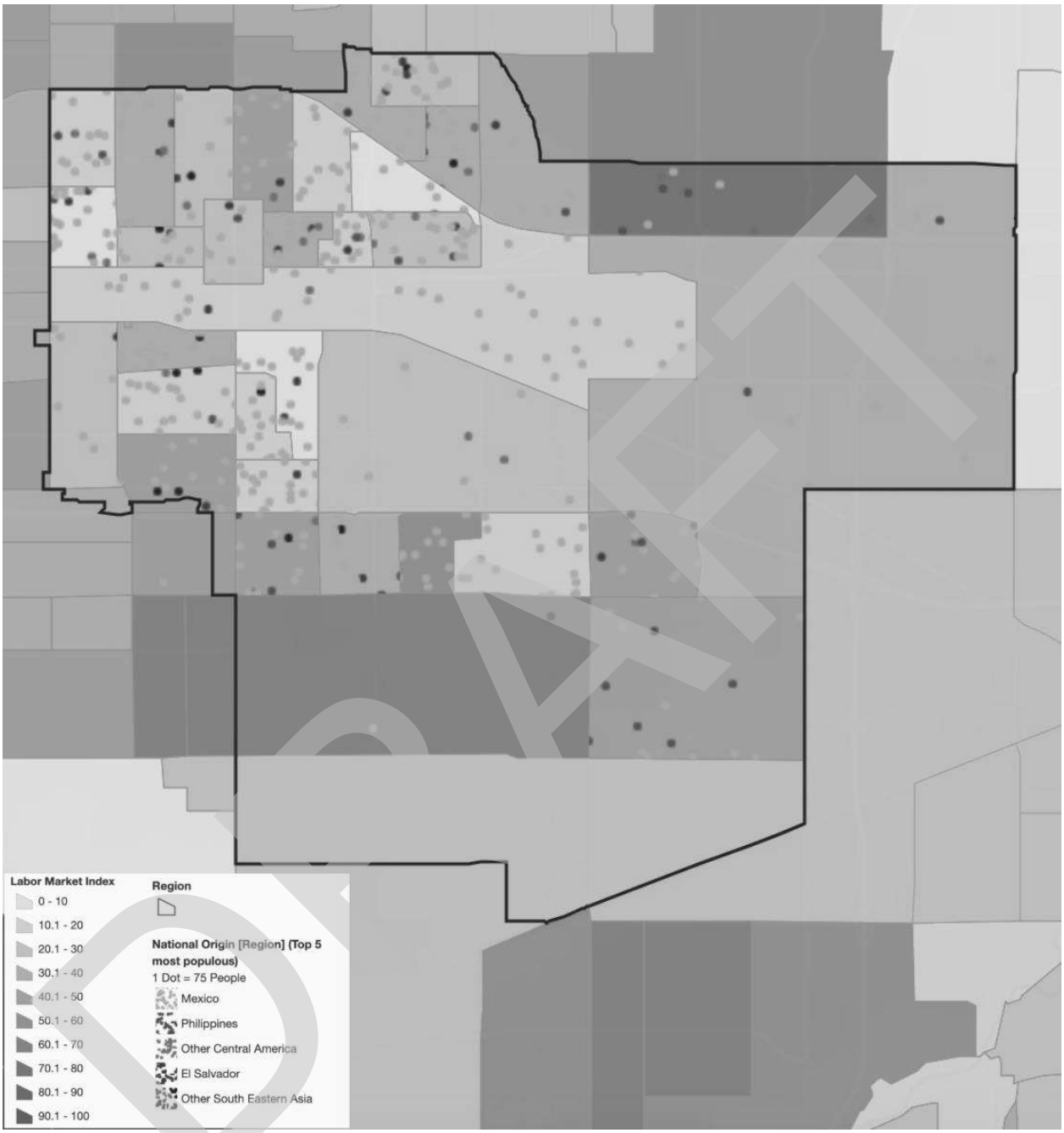
DRAFT

Map B31: Labor Market Engagement Index, Ontario, Race



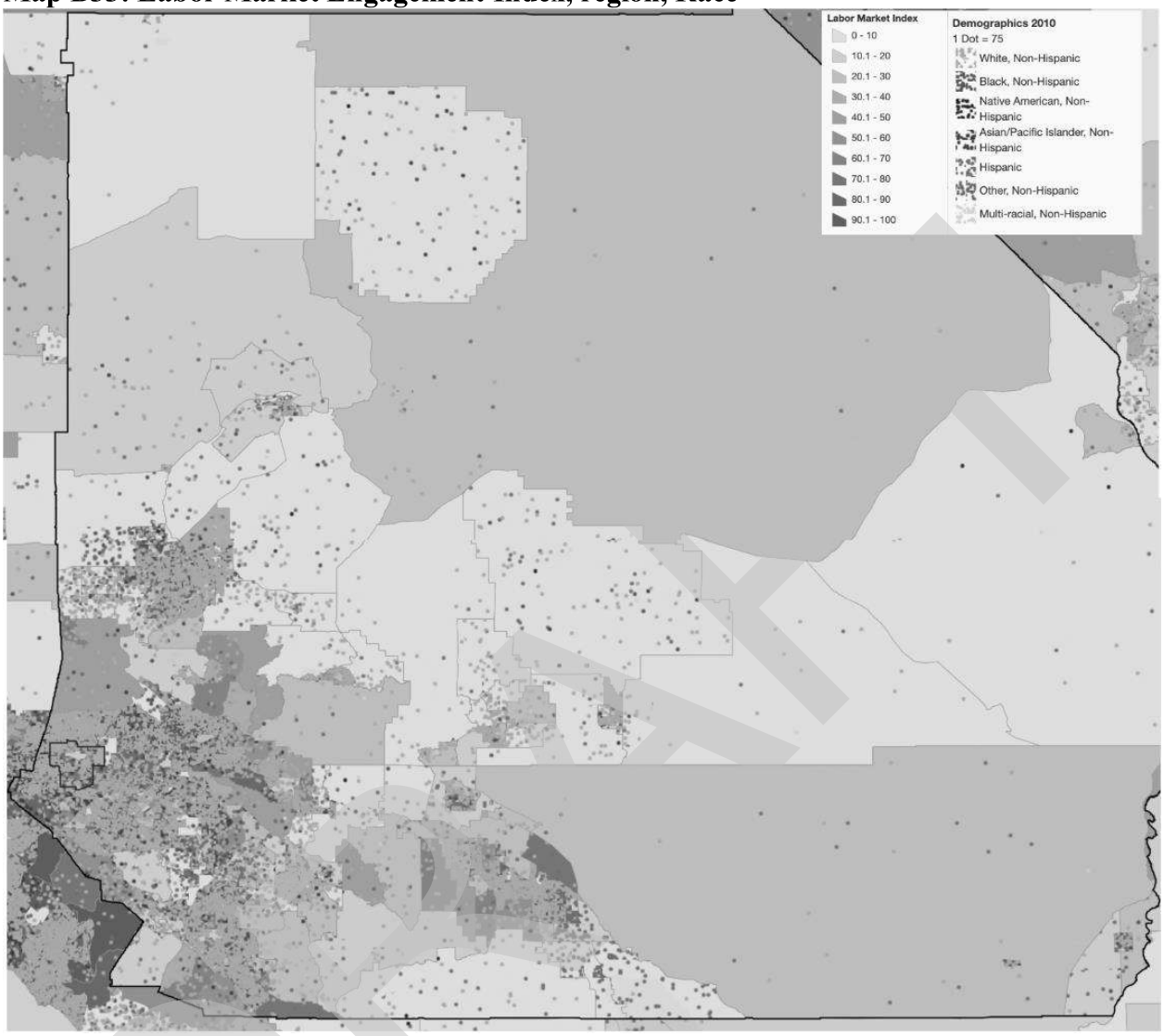
DRAFT

Map B32: Labor Market Engagement Index, Ontario, National Origin



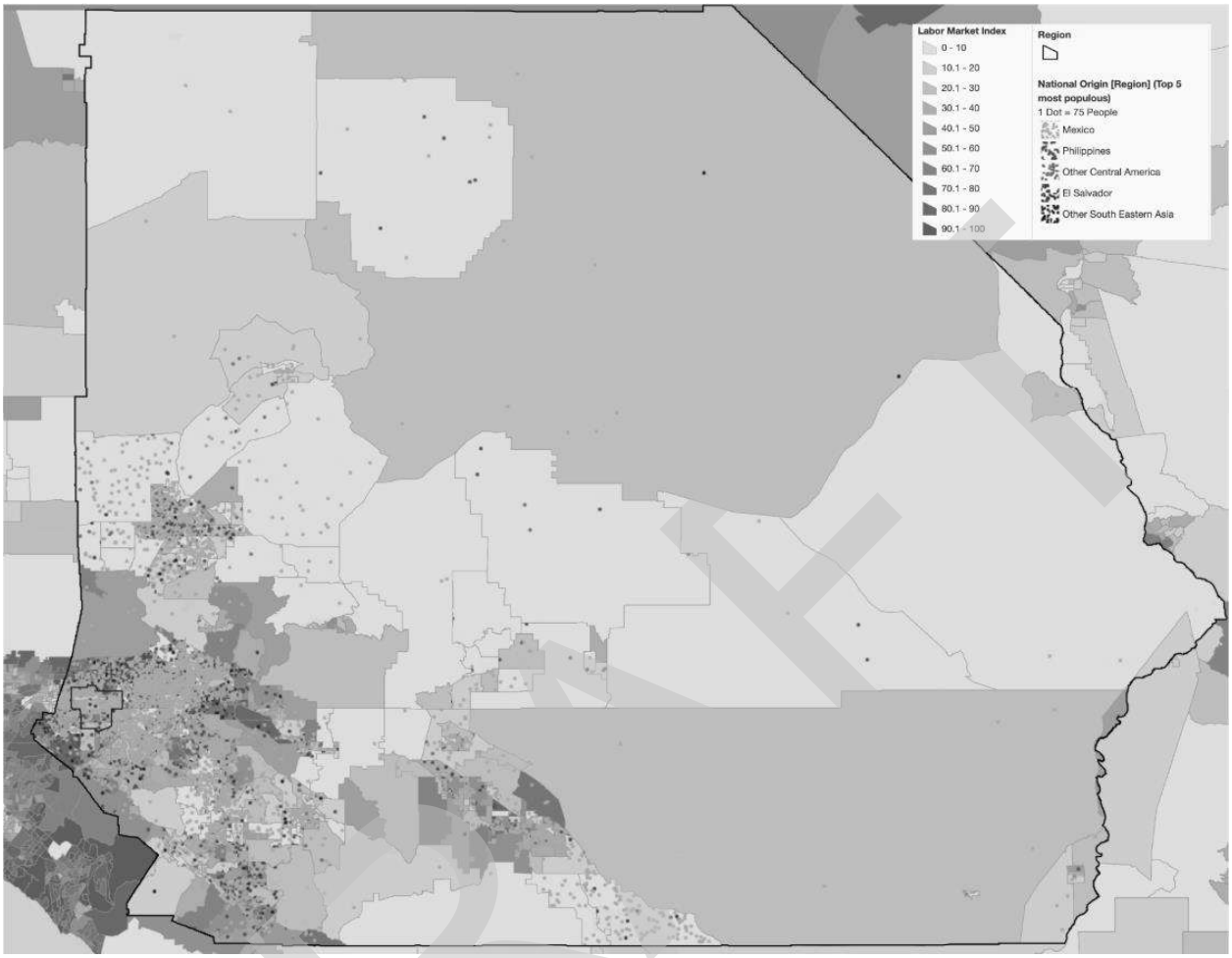
DRAFT

Map B33: Labor Market Engagement Index, region, Race



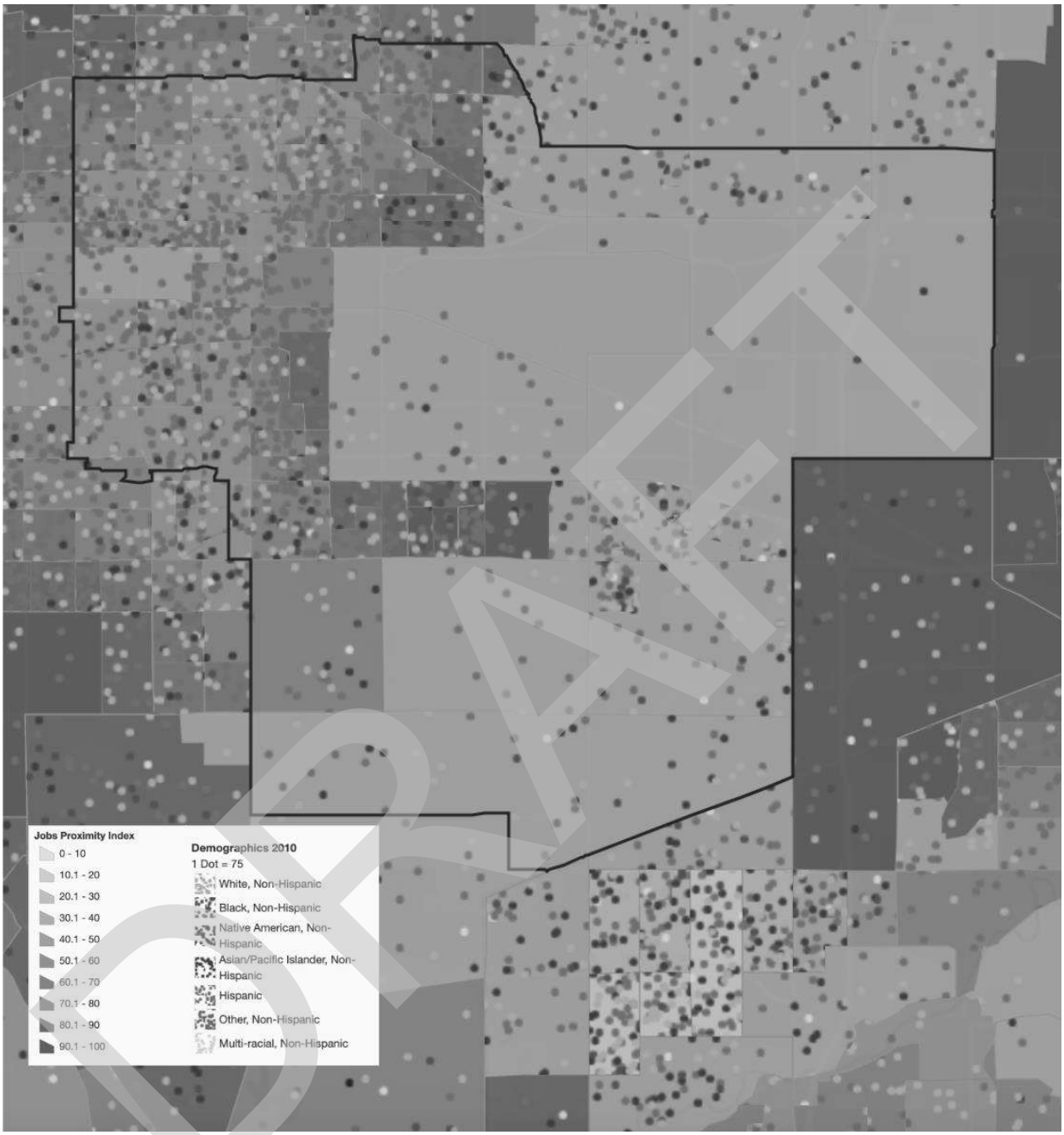
DRAFT

Map B34: Labor Market Engagement Index, region, National Origin



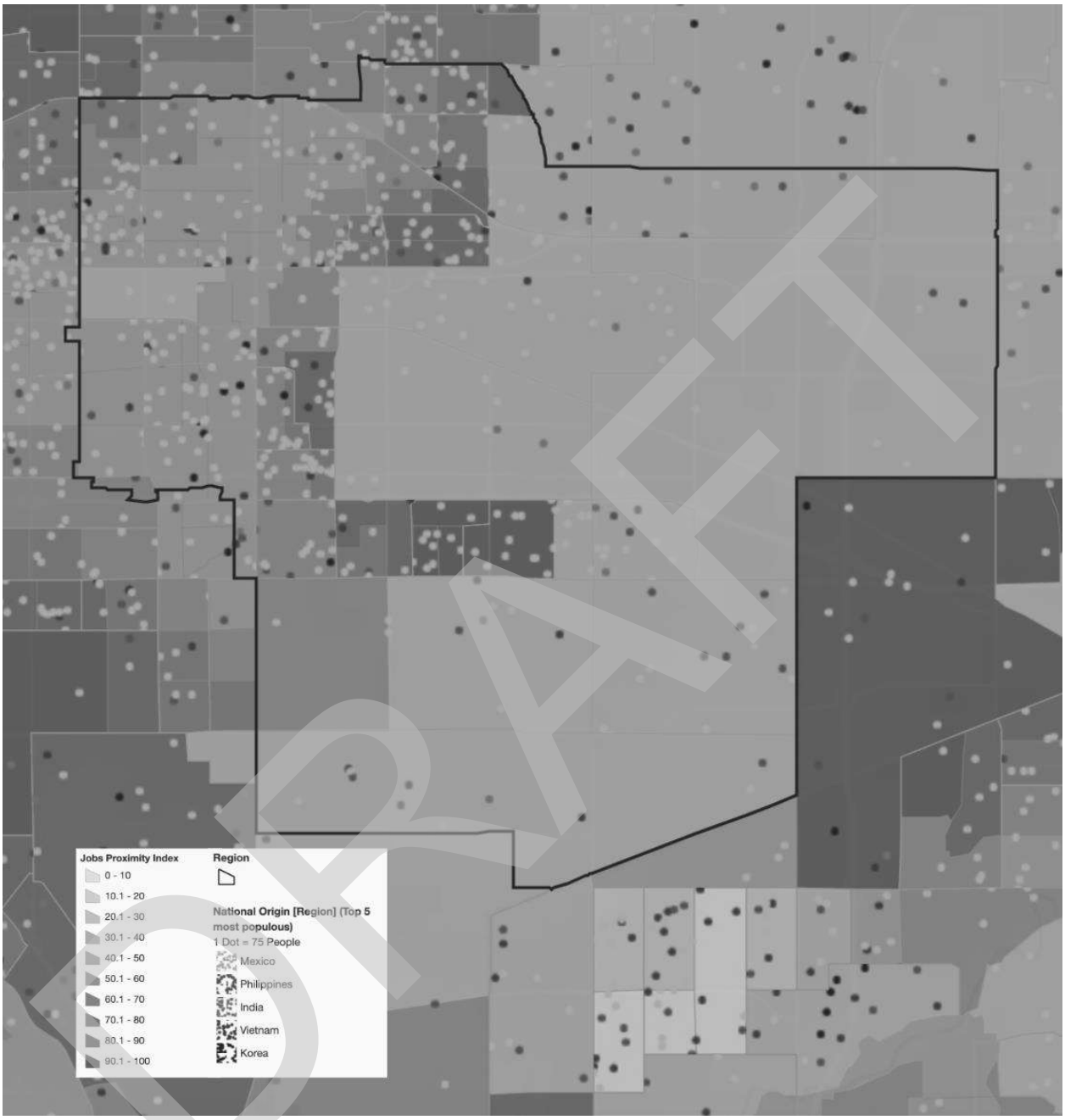
DRAFT

Map B35: Jobs Proximity Index, Ontario, Race



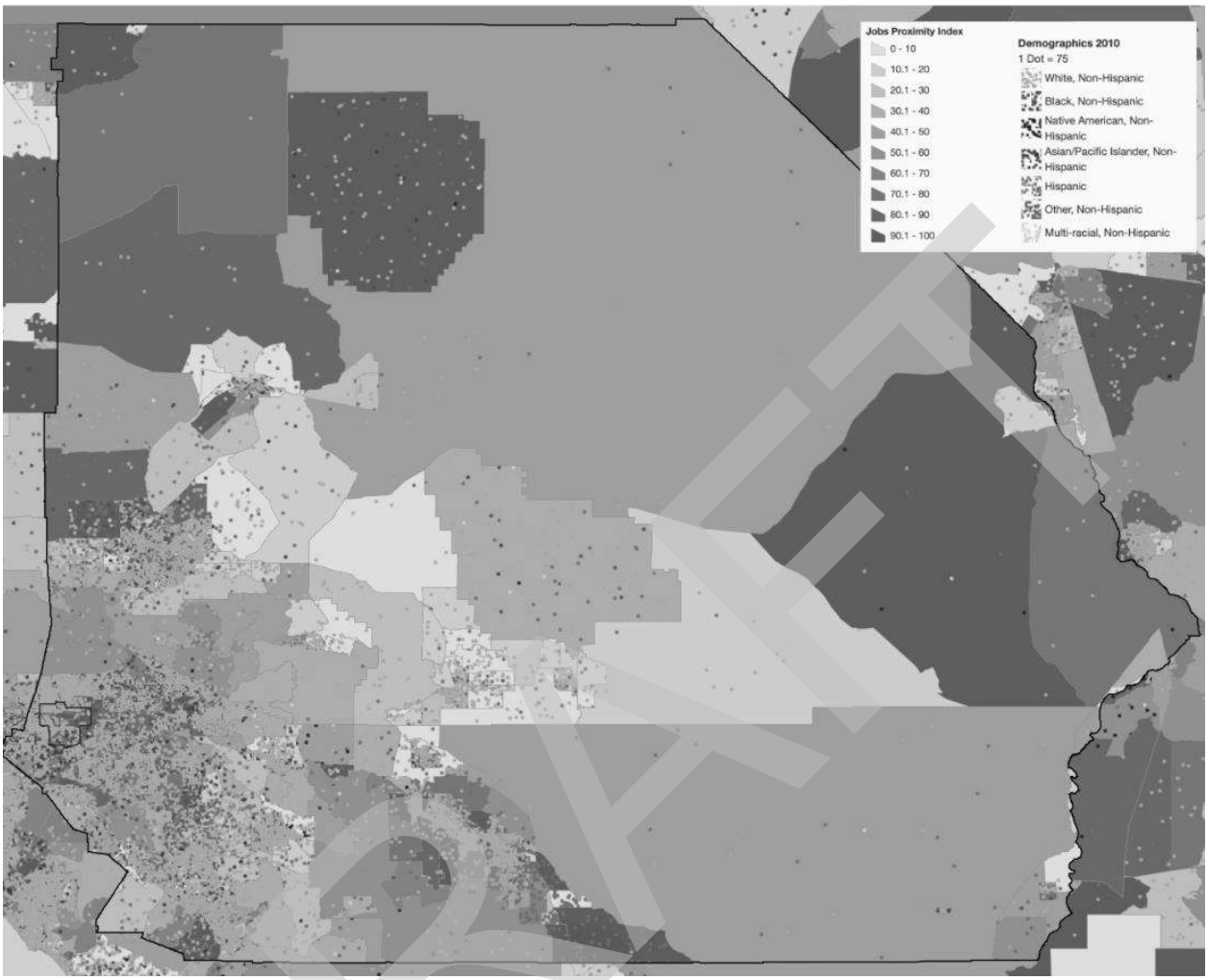
DRAFT

Map B36: Jobs Proximity Index, Ontario, National Origin



DRAFT

Map B37: Jobs Proximity Index, region, Race

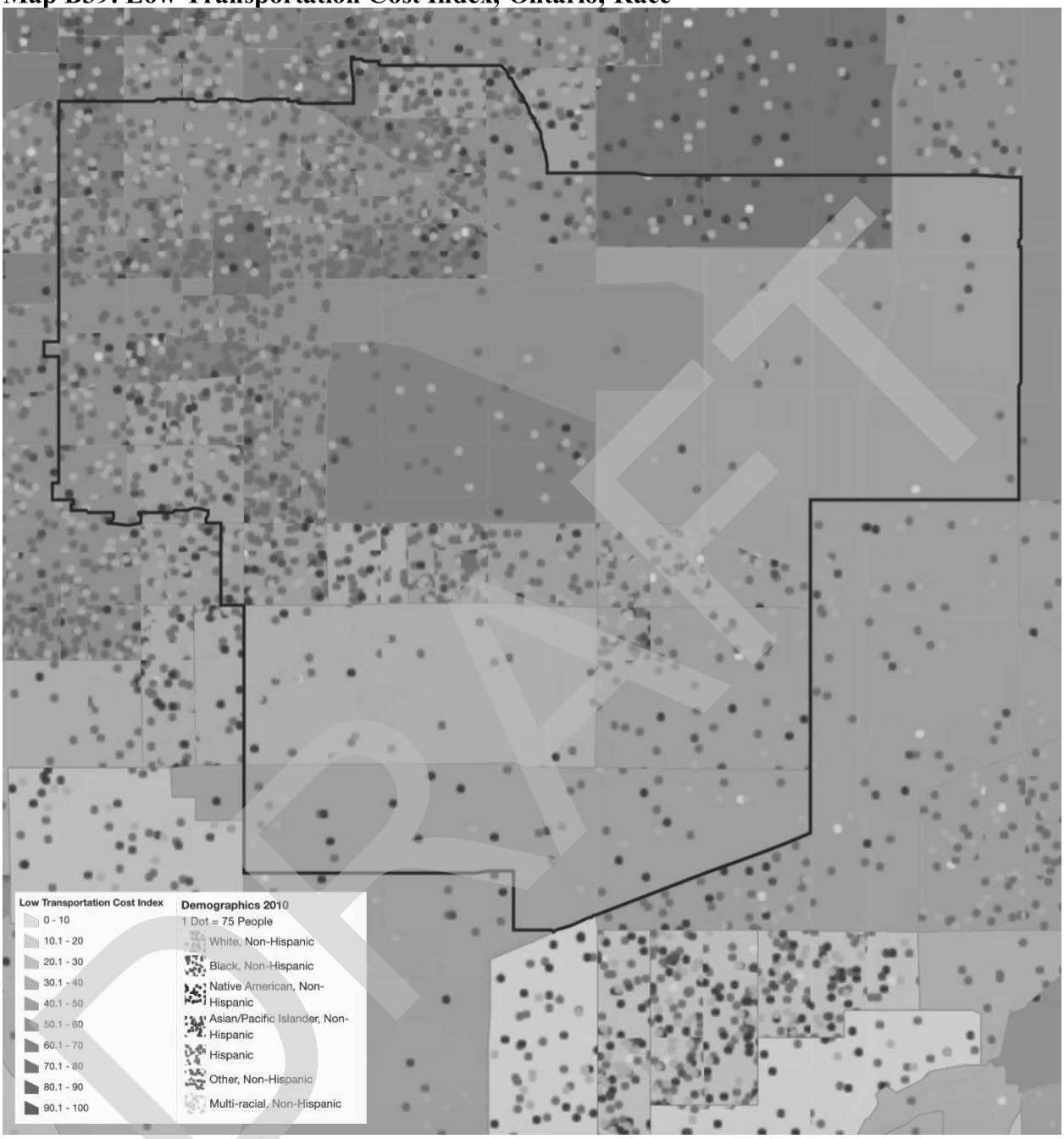


DRAFT

Map B38: Jobs Proximity Index, region, National Origin

DRAFT

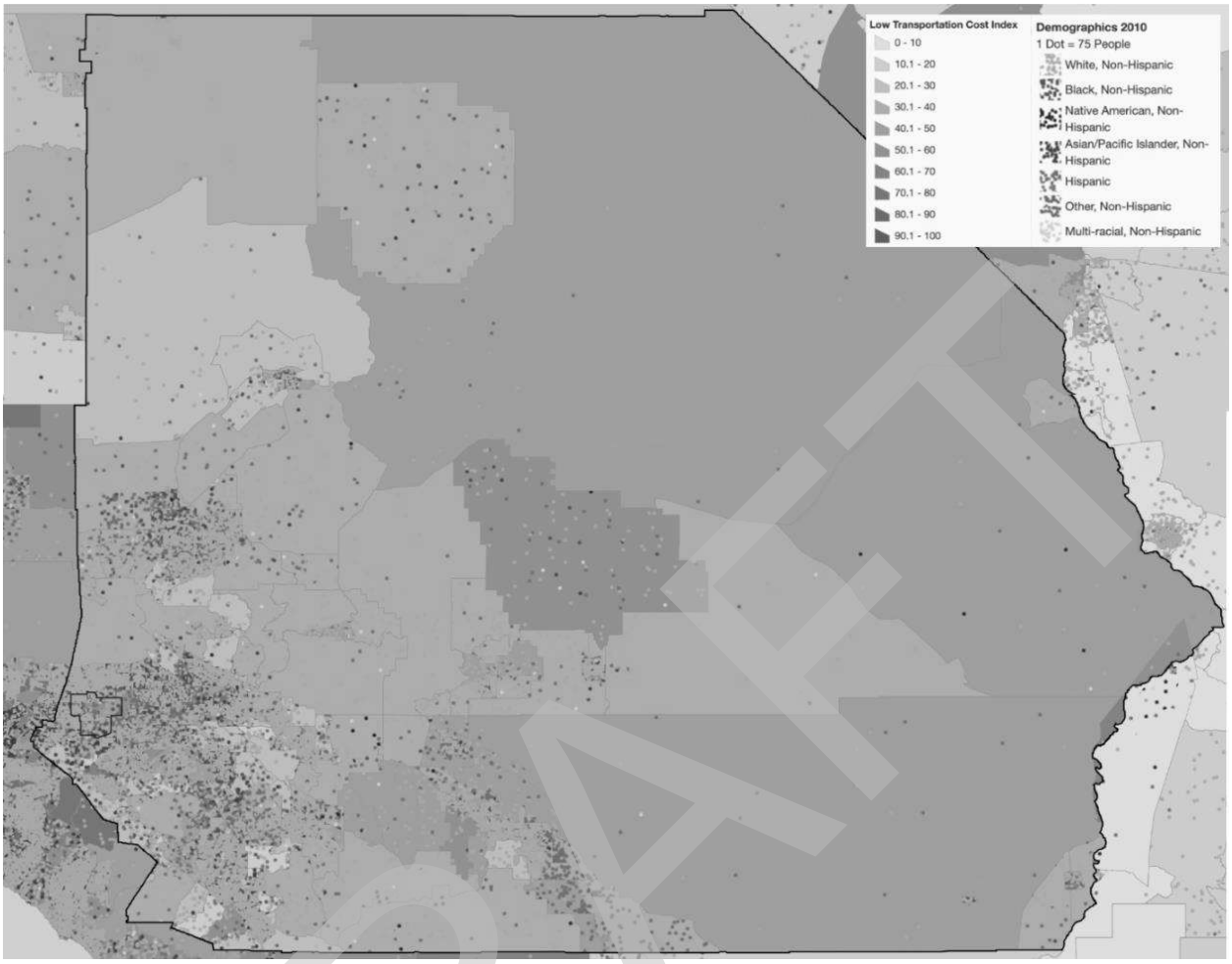
Map B39: Low Transportation Cost Index, Ontario, Race



DRAFT

Map B40: Low Transportation Cost Index, Ontario, National Origin

DRAFT

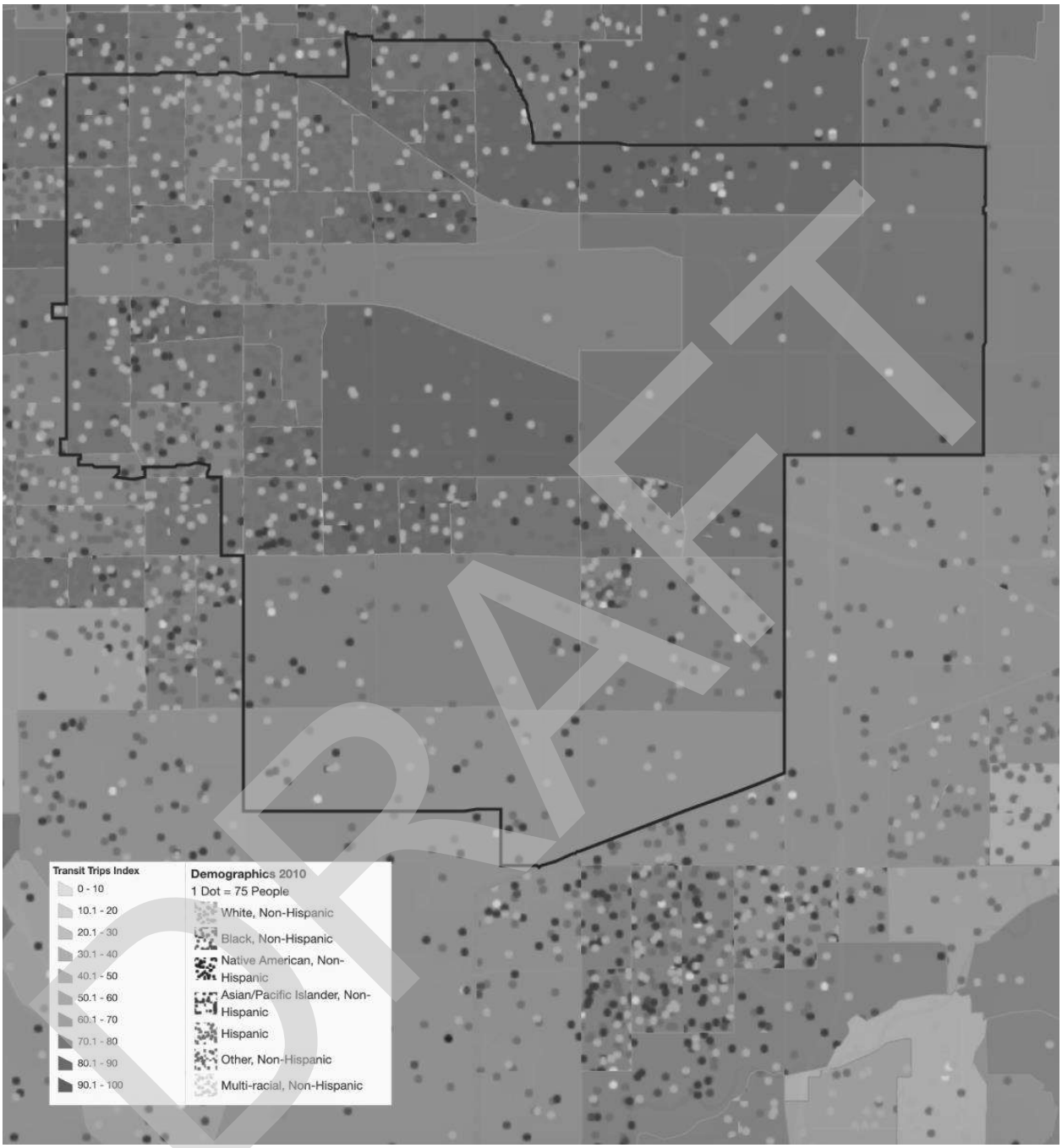

Low Transportation Cost Index
0 - 10
10.1 - 20
20.1 - 30
30.1 - 40
40.1 - 50
50.1 - 60
60.1 - 70
70.1 - 80
80.1 - 90
90.1 - 100
Demographics 2010
1 Dot = 75 People
White, Non-Hispanic
Black, Non-Hispanic
Native American, Non-Hispanic
Asian/Pacific Islander, Non-Hispanic
Hispanic
Other, Non-Hispanic
Multi-racial, Non-Hispanic

DRAFT

Map B42: Low Transportation Cost Index, region, National Origin

DRAFT

Map B43: Transit Trips Index, Ontario, Race

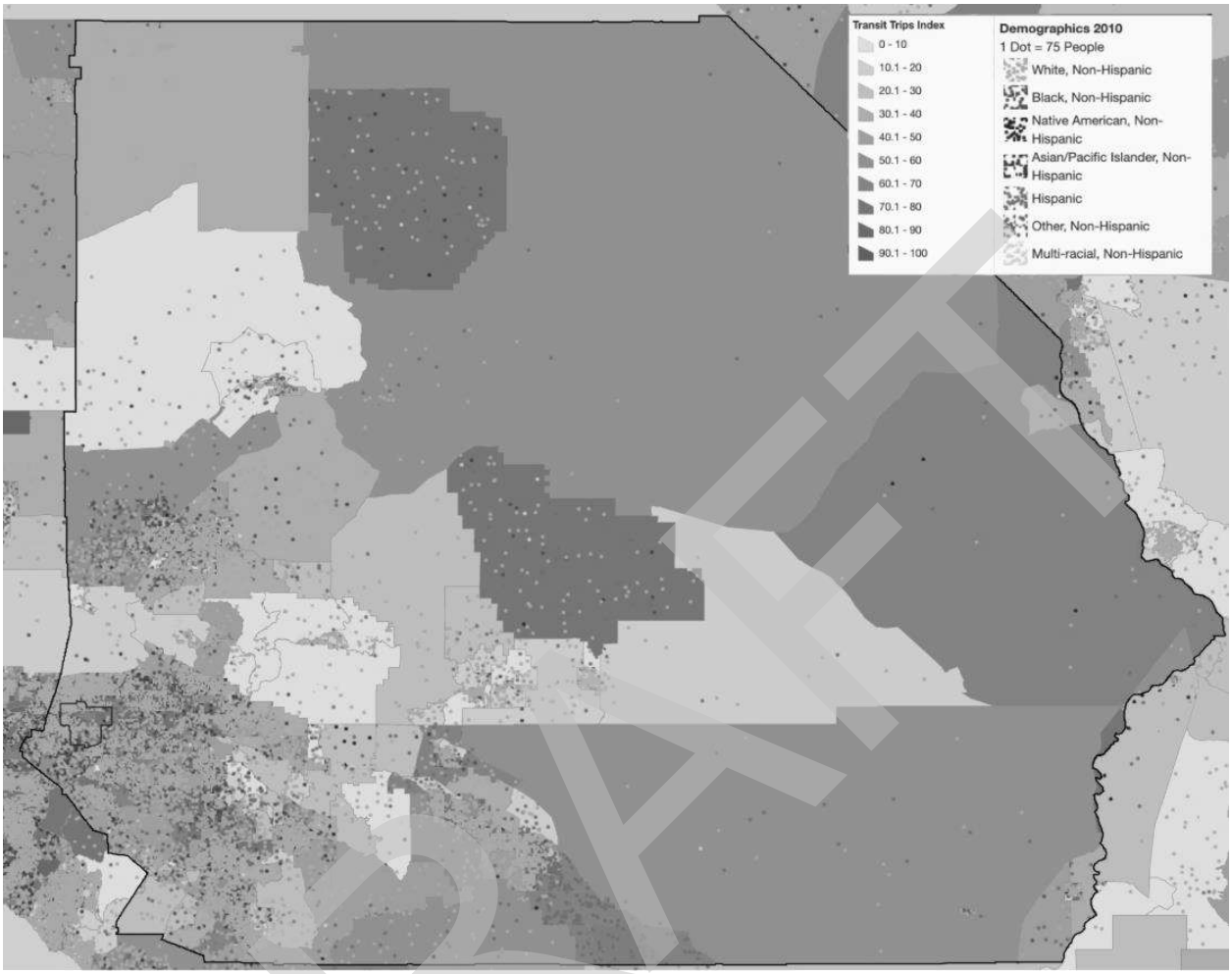


DRAFT

Map B44: Transit Trips Index, Ontario, National Origin

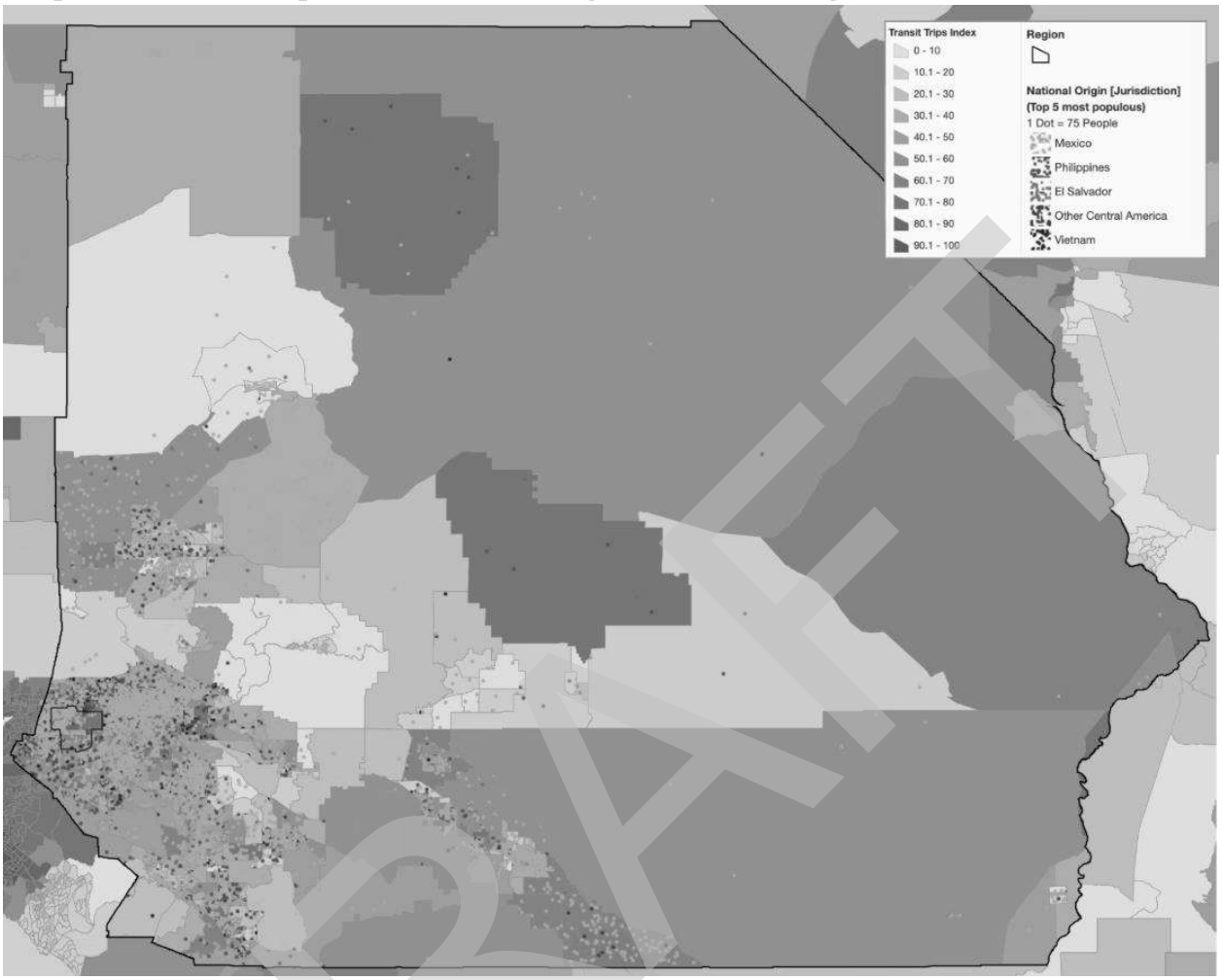
DRAFT

Map B45: Transit Trips Index, region, Race



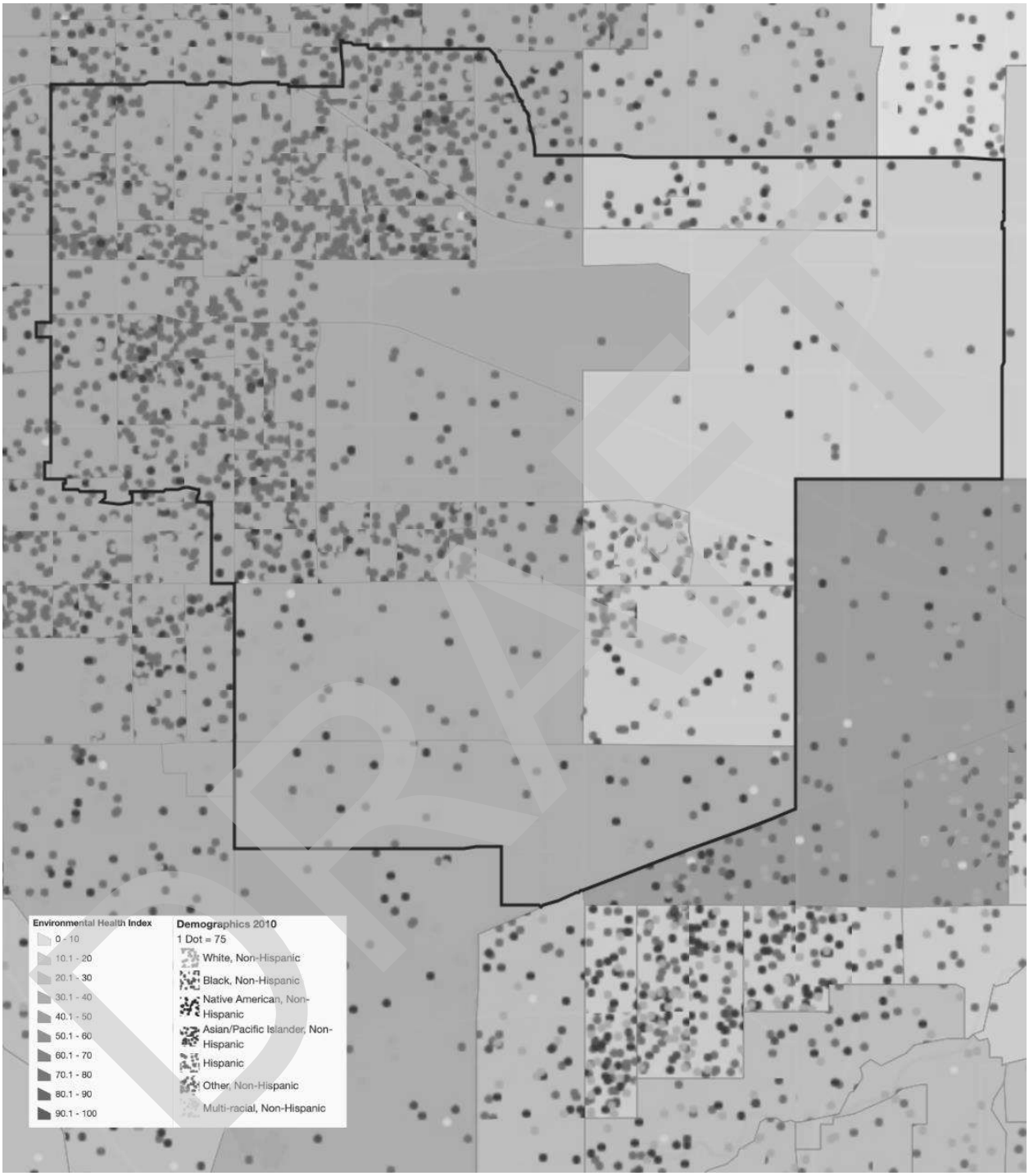
DRAFT

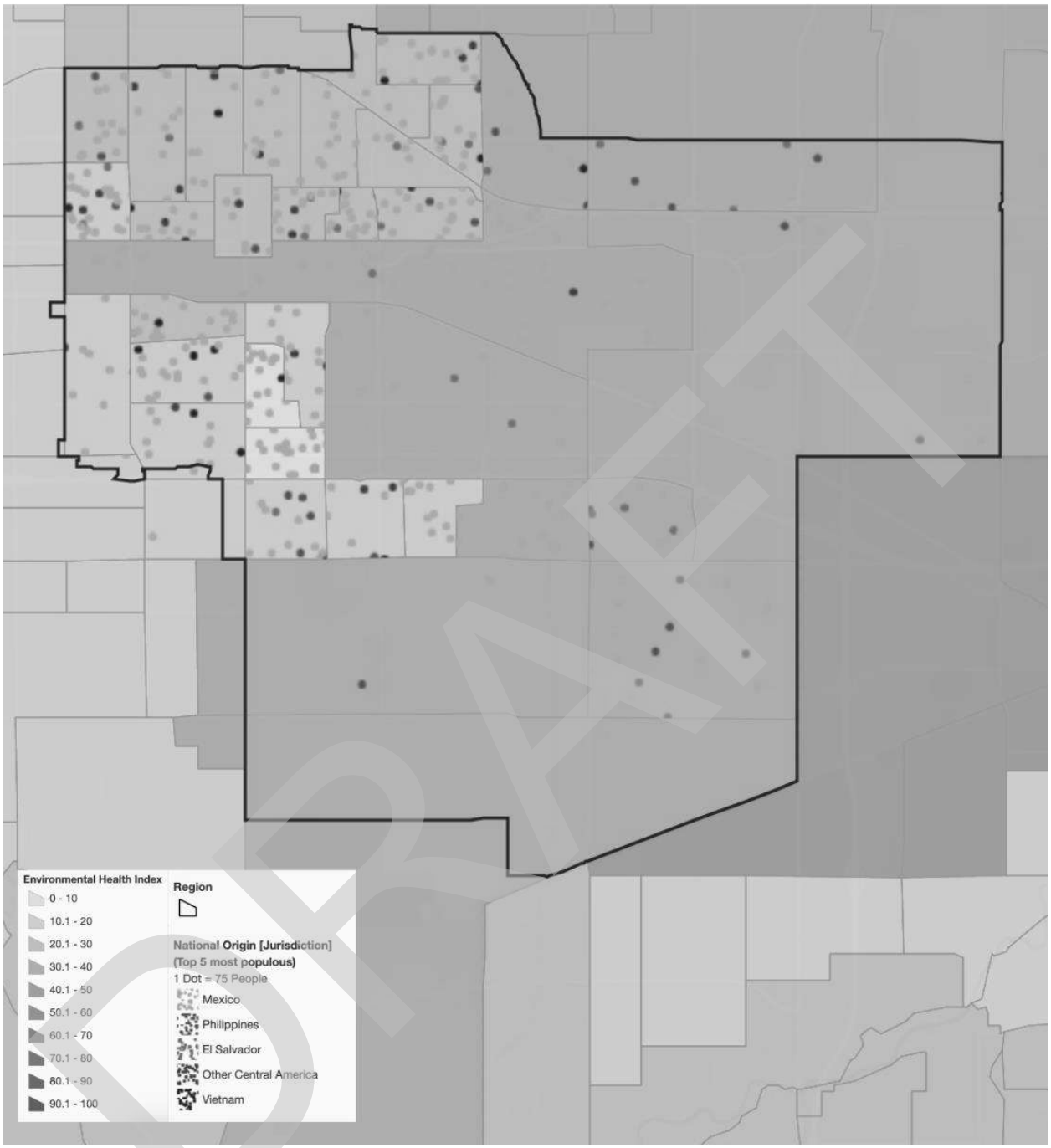
Map B46: Transit Trips Index, Southern region, National Origin



DRAFT

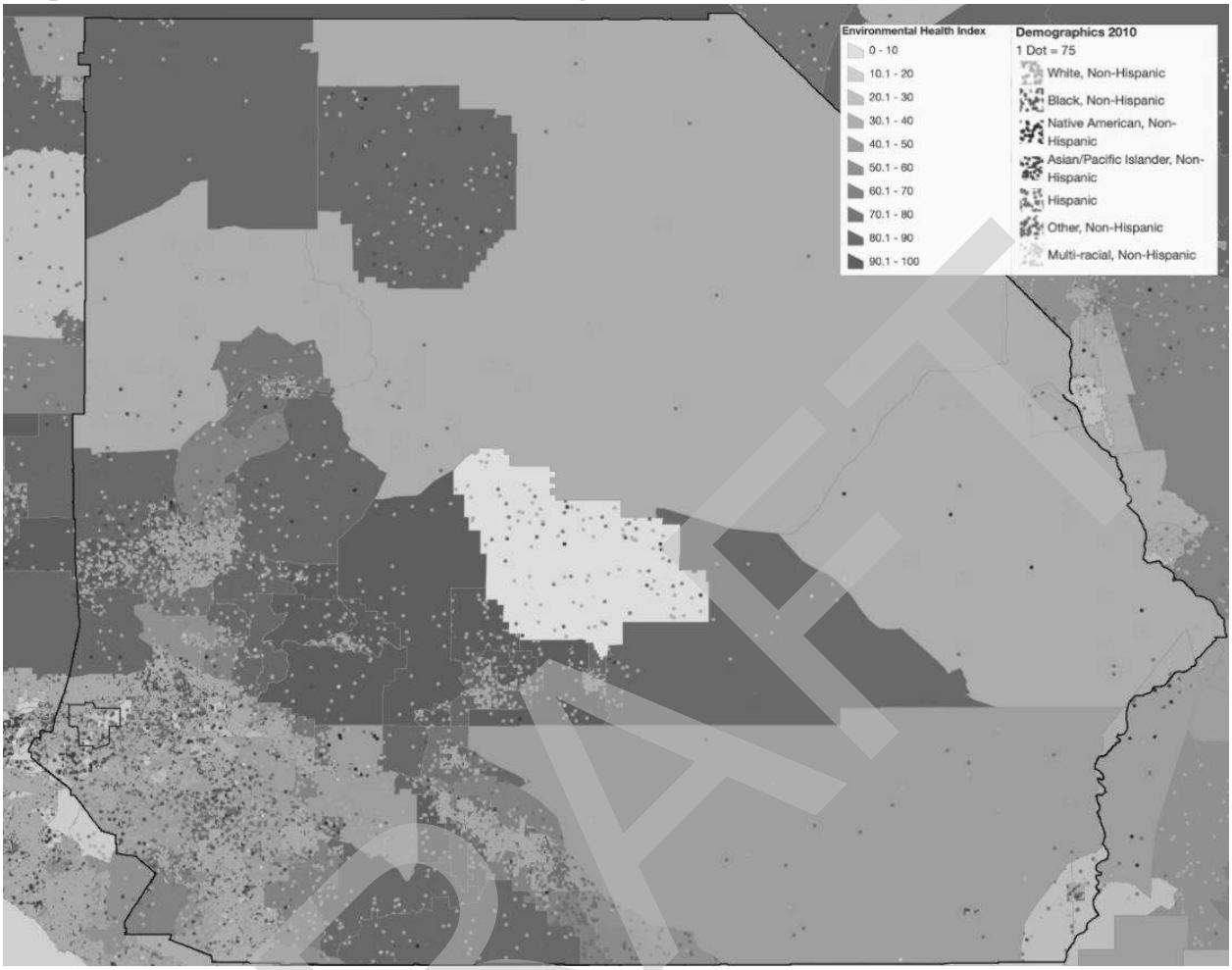
Map B47: Environmental Health Index, Ontario, Race



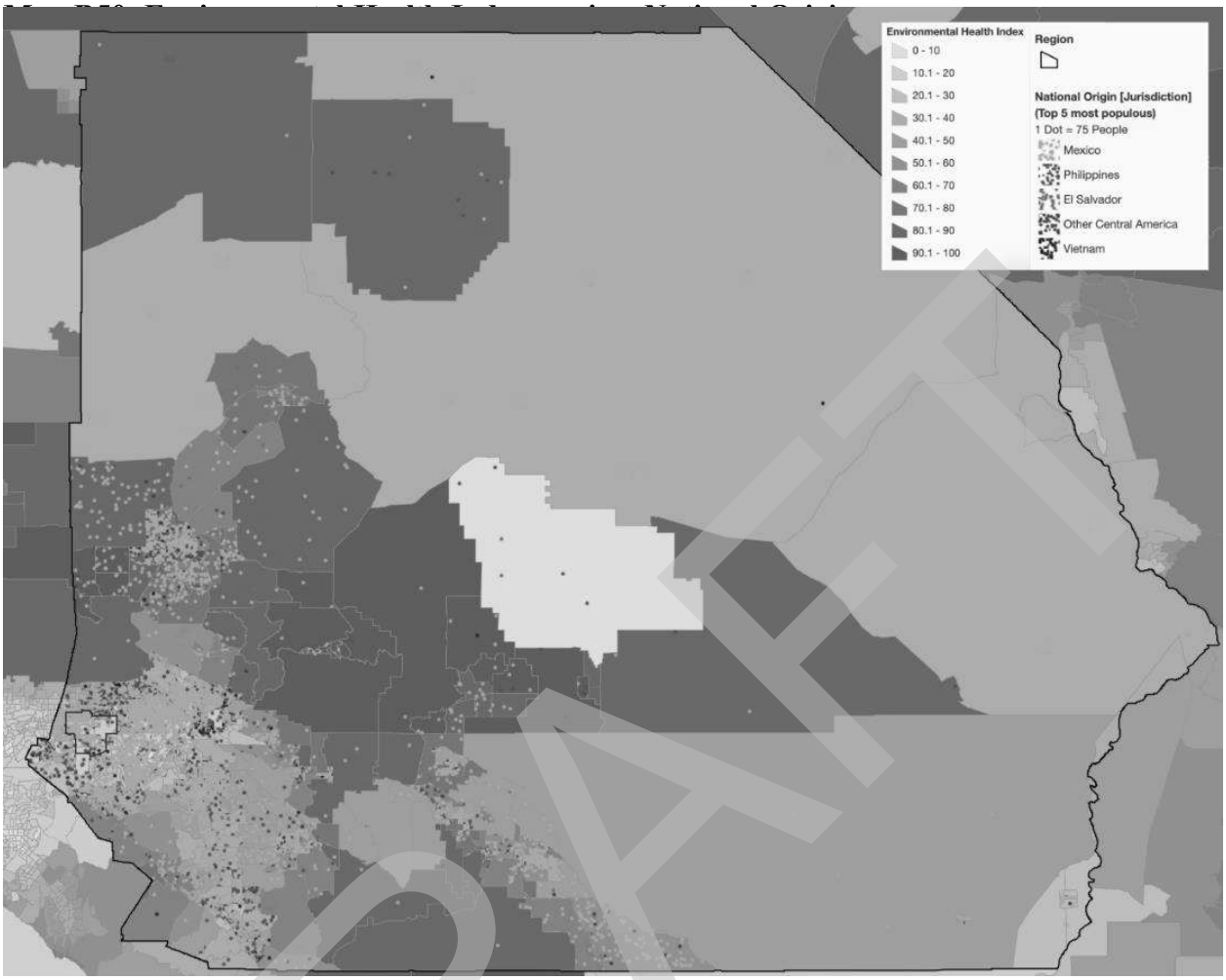

Environmental Health Index
0 - 10
10.1 - 20
20.1 - 30
30.1 - 40
40.1 - 50
50.1 - 60
60.1 - 70
70.1 - 80
80.1 - 90
90.1 - 100
Region
National Origin [Jurisdiction]
(Top 5 most populous)
1 Dot = 75 People
Mexico
Philippines
El Salvador
Other Central America
Vietnam

DRAFT

Map B49: Environmental Health Index, region, Race



DRAFT



Contributing Factors of Disparities in Access to Opportunity

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the severity of fair housing issues related to publicly supported housing, including Segregation, R/ECAPs, Disparities in Access to Opportunity, and Disproportionate Housing Needs. For each contributing factor that is significant, note which fair housing issue(s) the selected contributing factor relates to.

Please see the Contributing Factors Appendix for the following Contributing Factors to Disparities in Access to Opportunity**:**

- Access to financial services
- Availability, type, frequency, and reliability of public transportation
- Impediments to mobility
- Lack of access to opportunity due to high housing costs

- Lack of private investments in specific neighborhoods
- Lack of public investments in specific neighborhoods, including services or amenities
- Lack of local or regional cooperation
- Land use and zoning laws
- Lending discrimination
- Location and type of affordable housing
- Location of employers
- Location of environmental health hazards
- Location of proficient schools and school assignment policies
- Loss of affordable housing
- Occupancy codes and restrictions
- Private discrimination
- Source of income discrimination

iv. Disproportionate Housing Needs

I. Which groups (by race/ethnicity and family status) experience higher rates of housing cost burden, overcrowding, or substandard housing when compared to other groups? Which groups also experience higher rates of severe housing burdens when compared to other groups?

Across Ontario and the region, many residents face high rates of housing problems, severe housing problems, and severe housing cost burden. The four HUD-designated housing problems include when a "1) housing unit lacks complete kitchen facilities; 2) housing unit lacks complete plumbing facilities; 3) household is overcrowded; [3] and 4) household is cost burdened."[4] Households are considered to have a housing problem if they experience at least one of the above. This analysis also considers what HUD designates as severe housing problems, which are a lack of kitchen or plumbing, more than one person per room, or cost burden greater than 50%.

Housing Problems

Table B10: Demographics of Households with Disproportionate Housing Needs

Disproportionate Housing Needs	(Ontario, CA CDBG) Jurisdiction			(Riverside-San Bernardino-Ontario, CA) Region		
	# with problems	# households	% with problems	# with problems	# households	% with problems
Race/Ethnicity						
White, Non-Hispanic	4,755	11,595	41.01%	223,865	602,650	37.15%
Black, Non-Hispanic	2,253	3,682	61.19%	55,330	100,005	55.33%
Hispanic	16,435	29,295	56.10%	277,845	509,940	54.49%
Asian or Pacific Islander, Non-Hispanic	1,332	2,671	49.87%	35,970	81,445	44.16%
Native American, Non-Hispanic	45	140	32.14%	2,665	5,119	52.06%

DRAFT

Note 1: The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.
Note 2: All % represent a share of the total population within the jurisdiction or region, except household type and size, which is out of total households.
Note 3: Data Sources: CHAS
Note 4: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

Table B11: Demographics of Households with Disproportionate Severe Housing Needs

Disproportionate Severe Housing Needs	(Ontario, CA CDBG) Jurisdiction			(Riverside-San Bernardino-Ontario, CA) Region		
	# with severe problems	# households	% with severe problems	# with severe problems	# households	% with severe problems
Race/Ethnicity						
White, Non-Hispanic	2,465	11,595	21.26%	112,650	602,650	18.69%
Black, Non-Hispanic	1,353	3,682	36.75%	33,280	100,005	33.28%
Hispanic	10,359	29,295	35.36%	175,300	509,940	34.38%
Asian or Pacific Islander, Non-Hispanic	639	2,671	23.92%	19,645	81,445	24.12%
Native American, Non-Hispanic	10	140	7.14%	1,660	5,119	32.43%
Other, Non-Hispanic	215	703	30.58%	6,885	25,460	27.04%
Total	15,060	48,120	31.30%	349,430	1,324,635	26.38%

Note 1: The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.
Note 2: All % represent a share of the total population within the jurisdiction or region, except household type and size, which is out of total households.
Note 3: Data Sources: CHAS
Note 4: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

Housing problems and severe housing problems are endemic issues across all races/ethnicities in Ontario, though some groups do face their effects in disproportionate ways. Ontario and the region have high rates of housing problems; the percentage of households experiencing at least one housing problem is 52.35% in Ontario and 45.89% across the region. The city as a whole faces higher rates of housing problems than does the region across all races/ethnicities except Native American (figures for Native Americans should be taken with a grain of salt due to their low population in the jurisdiction). Black and Hispanic households in particular face especially high rates of housing problems at 61.19% and 56.10% respectively. Housing problems are exacerbated for large families living in a single household at 65.61%, while small family households have the lowest rate of housing problems at 44.22%.

DRAFT

In the region, 45.89% of households face at least 1 of 4 housing problems. White households have a slightly lower rate of housing problems, at 37.15%, while Black households have the highest rate of 55.33%. Hispanic households have the second highest rate at 54.49%. Housing problems are found in differing rates across family types; the highest at 59.26% is for families of five or more and the lowest is 39.63% families of four or fewer.

Ontario also has higher rates than the region in the severe housing problems category. 31.30% of households have four or more severe housing problems compared to 26.38. Similarly, Black and Hispanic households experience severe housing problems at a rate of 36.75% and 35.36% respectively. In the region, Black and Hispanic households are most likely are more likely to have severe housing problems (33.28% and 34.38% respectively).

Table B12: Demographics of Households with Severe Cost Burdens

Households with Severe Housing Cost Burden	(Ontario, CA CDBG) Jurisdiction			(Riverside-San Bernardino-Ontario, CA) Region		
Race/Ethnicity	# with severe cost burden	# households	% with severe cost burden	# with severe cost burden	# households	% with severe cost burden
White, Non-Hispanic	2,045	11,595	17.64%	98,880	602,650	16.41%
Black, Non-Hispanic	1,165	3,682	31.64%	28,835	100,005	28.83%
Hispanic	6,670	29,295	22.77%	110,865	509,940	21.74%
Asian or Pacific Islander, Non-Hispanic	395	2,671	14.79%	14,960	81,445	18.37%
Native American, Non-Hispanic	10	140	7.14%	1,360	5,119	26.57%
Other, Non-Hispanic	145	703	20.63%	5,615	25,460	22.05%
Total	10,430	48,120	21.67%	260,515	1,324,635	19.67%
Household Type and Size						
Family households, <5 people	4,688	24,855	18.86%	131,405	736,650	17.84%
Family households, 5+ people	1,969	11,589	16.99%	39,304	251,595	15.62%
Non-family households	3,760	11,665	32.23%	89,795	336,390	26.69%

Note 1: Severe housing cost burden is defined as greater than 50% of income.
Note 2: All % represent a share of the total population within the jurisdiction or region, except household type and size, which is out of total households.
Note 3: The # households is the denominator for the % with problems, and may differ from the # households for the table on severe housing problems.
Note 4: Data Sources: CHAS
Note 5: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

Similar to the housing problems illustrated in the first table, Black, and Hispanic households are more likely to have severe cost burdens, paying 50% or more of their income towards housing costs. In Ontario, 31.64% of Black households experience severe cost burdens as do 22.77% of Hispanic households. Non-family households are also more likely to face severe housing cost burdens (32.23%) compared to families with five or more people (16.98%).

In the region, 19.67% of households are severely cost burdened. The problem is more acute among Black households (28.83%) and Hispanic households (21.74%); Native American households have a rate of 26.57 but the sample size is significantly smaller. Like in Ontario, non-family households have the highest rate of severe cost burden at 26.69%. and large families have the lowest rate at 15.62%

Table B13: Percentage of Overcrowded Households by Race or Ethnicity, 2013-2017 American Community Survey

	Non-Hispanic White Households	Black Households	Native American Households	Asian American or Pacific Islander	Hispanic Households

DRAFT

				Households	
Ontario	3.08%	4.58%	8.44%	10.99%	15.86%
Region	1.95%	5.32%	9.66%	6.18%	15.50%

The tables above indicate overcrowding Ontario and the region. Hispanic households experience overcrowding at the highest rate of 15.86% in Ontario and 15.50% in the region. Asian Americans have the second highest rate of 10.99% in Ontario and 6.18% in the region (not including data for Native American households because of the small sample size).

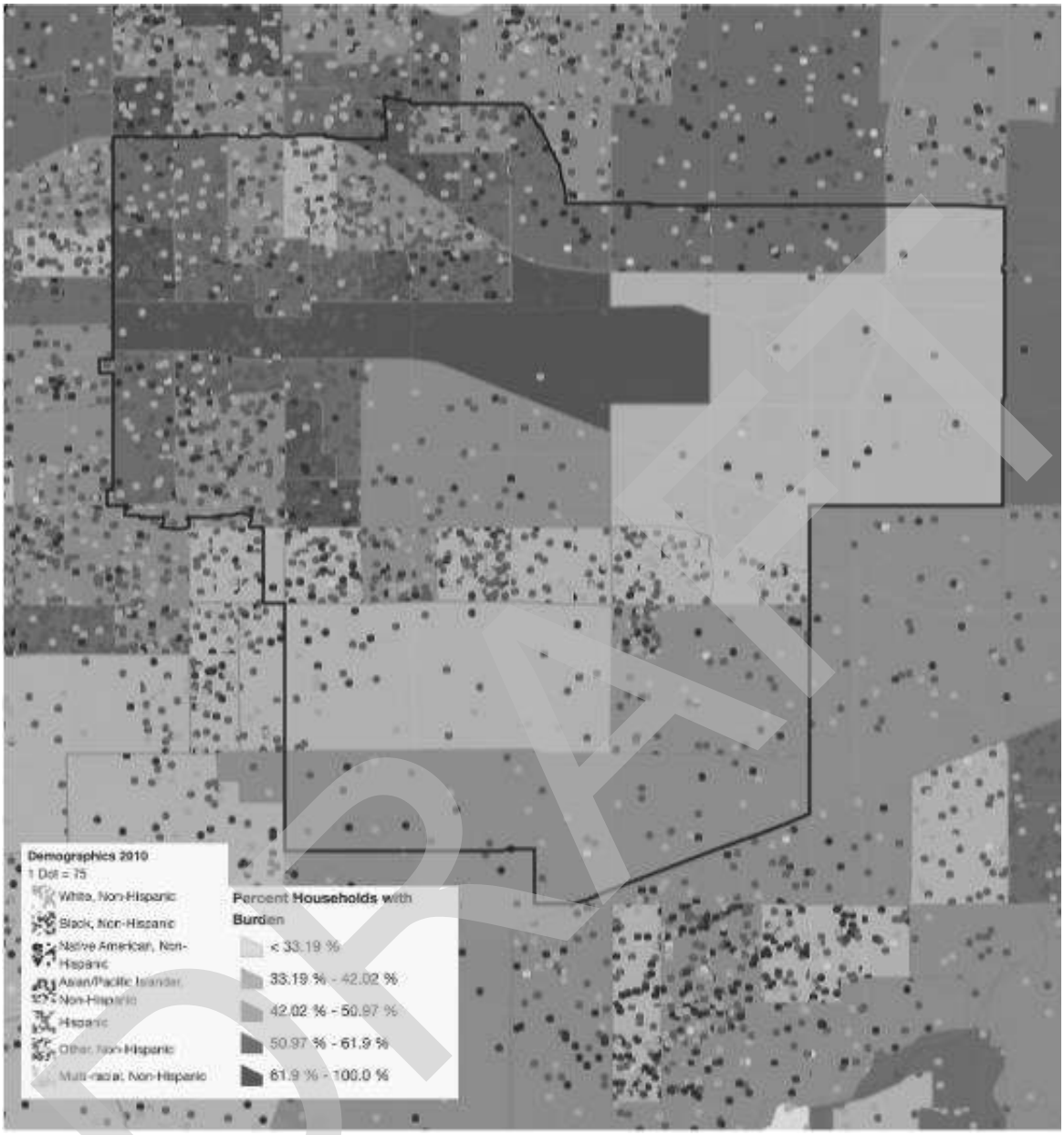
b. *Which areas in the jurisdiction and region experience the greatest housing burdens? Which of these areas align with segregated areas, integrated areas, or R/ECAPs and what are the predominant race/ethnicity or national origin groups in such areas?*

Ontario is one of several cities in the region, including San Bernardino and Riverside, that has a high rate of housing problems. Areas with more Black and Hispanic residents, primarily in the western part of the city, have noticeably higher rates of housing problems. Residents of Mexican national origin are also more concentrated in these areas.

Regionally, most residents in San Bernardino and Riverside counties are found in the southeast area of the region, which experiences varied rates of housing problems. Parts of San Bernardino, west of Temecula, Corona, Moreno Valley, Fontana, and Rialto experience rates of housing problems similar to those in northern Ontario. While the more rural areas of the region generally experience less housing problems, Adelanto and Fort Irwin similarly experience higher rates. The patterns discussed earlier, with respect to rates of housing problems, are visible in the maps as well. In general, most of the region experiences higher rates of housing problems in areas with a higher concentration of Hispanic and Black residents, as well as residents of Mexican national origin.

DRAFT

Map B51: Households with Housing Needs by Race/Ethnicity, Ontario

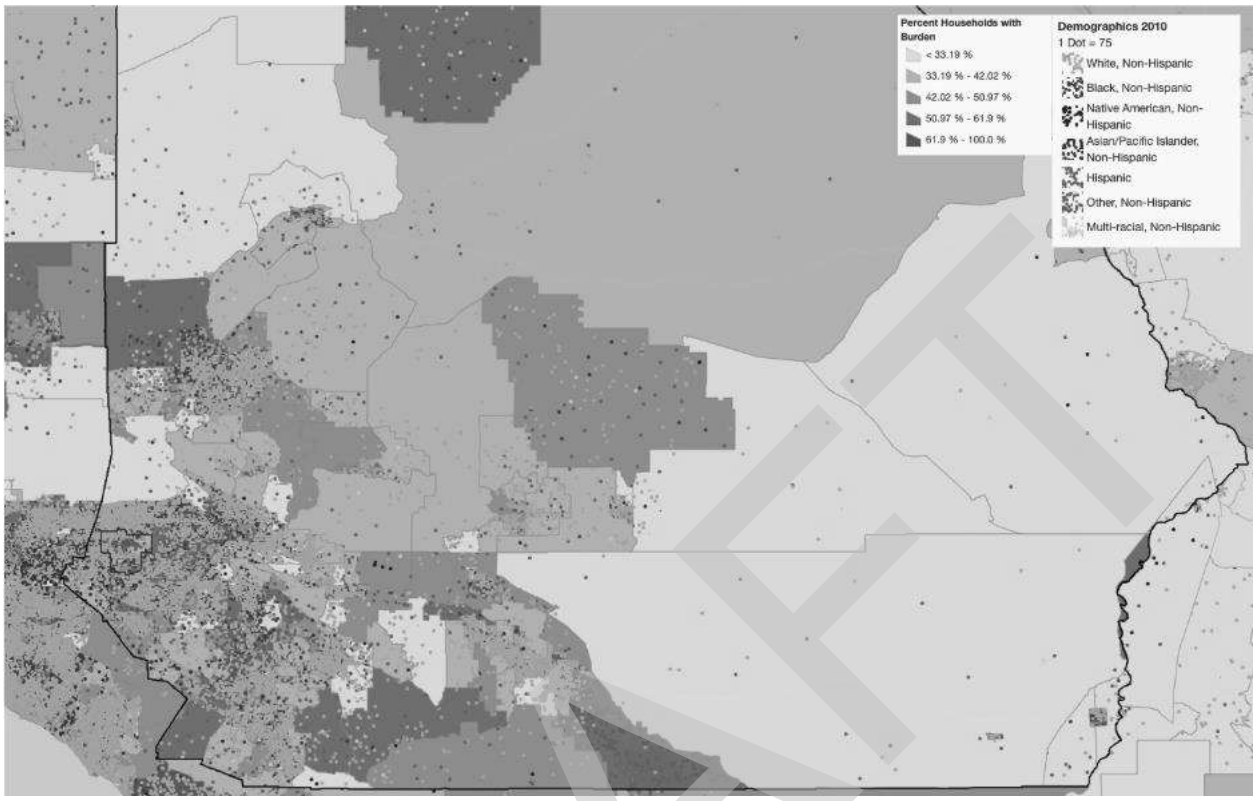


DRAFT

Map B52: Households with Housing Needs by National Origin, Ontario

DRAFT

Map B53: Households with Housing Needs by Race, region



DRAFT

Map B54: Households with Housing Needs by National Origin, region

Table B14: Publicly Supported Housing by Program Category: Units by Number of Bedrooms and Number of Children, Ontario

	(Ontario, CA CDBG) Jurisdiction							
	Households in 0-1 Bedroom Units		Households in 2 Bedroom Units		Households in 3+ Bedroom Units		Households with Children	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	0	0.00%	0	0.00%	0	0.00%	N/a	N/a
Project-Based Section 8	99	58.24%	42	24.71%	29	17.06%	38	22.35%
Other Multifamily	141	100.00%	0	0.00%	0	0.00%	N/a	N/a
HCV Program	197	26.19%	421	55.86%	135	17.95%	340	45.11%

Note 1: Data Sources: APSH
Note 2: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

II. Compare the needs of families with children for housing units with two, and three or more bedrooms with the available existing housing stock in each category of publicly supported housing.

The City of Ontario has no public housing units. Options for households with children and those with large households include the Housing Choice Voucher Program and Project-Based Section 8 housing. All Other Multifamily units are in 0-1-bedroom units in developments and are restricted to seniors.

DRAFT

Table B15: Housing Tenure by Race

	Ontario city, California	Riverside-San Bernardino-Ontario, CA Metro Area
White, Non-Hispanic Householders	17,143	696,442
Owner occupied	10,789	493,819
Renter occupied	6,354	202,623
Black Householders	4,853	112,656
Owner occupied	2,117	51,519
Renter occupied	2,736	61,137
Native American Householders	959	17,529
Owner occupied	636	10,831
Renter occupied	323	6,698
Asian or Pacific Islander Householders	5,157	109,143
Owner occupied	3,859	80,354
Renter occupied	1,298	28,789
Hispanic Householders	31,740	611,611
Owner occupied	17,093	371,742
Renter occupied	14,647	239,869

III. Describe the differences in rates of renter and owner-occupied housing by race/ethnicity in the jurisdiction and region.

Hispanic residents make up most of the homeowners in Ontario; a little over one-half of the Hispanic population are owners and just under one-half are renters. White residents have fewer numbers of owners (as reflected by the city's demographics) but higher rates of homeownership making up 63 percent of the White population. In comparison, Black households have a significantly lower rate of households. The rates of homeownership in the city is similar to those in the region, with similar disparities with respect to race/ethnicity.

Additional Information

a. *Beyond the HUD-provided data, provide additional relevant information, if any, about disproportionate housing needs in the jurisdiction and region affecting groups with other protected characteristics.*

b. *The program participant may also describe other information relevant to its assessment of disproportionate housing needs. For PHAs, such information may include a PHA's overriding housing needs analysis.*

DRAFT

Homelessness

The 2024 San Bernardino County homeless count identified 197 homeless residents in Ontario, an increase of 10 from the previous year.[2] Approximately 163 residents were unsheltered, 9 were living in transitional housing, and 15 were staying in shelters. Almost just over one-half of persons experiencing homelessness in the County were male. In the County, 28.3 percent of the homeless population identified as White, 27.6 identified as Black, and 20 percent identified as Hispanic. In the County, cities with higher numbers of people experiencing homelessness include San Bernardino (977), Victorville (326), Fontana (260), and Colton (230).

Contributing Factors of Disproportionate Housing Needs

Please see the Contributing Factors Appendix for the following Contributing Factors to Disproportionate Housing Needs:

- Availability of affordable units in a range of sizes
- Displacement of residents due to economic pressures
- Displacement of and/or lack of housing support for victims of domestic violence, dating violence, sexual assault, and stalking
- Lack of access to opportunity due to high housing costs
- Lack of private investments in specific neighborhoods
- Lack of public investments in specific neighborhoods, including services or amenities
- Land use and zoning laws
- Lending discrimination
- Loss of affordable housing
- Source of income discrimination

C. Publicly Supported Housing Analysis

The Publicly Supported Housing section analyzes federally funded affordable housing and other types of affordable housing, to determine whether the level of need is being met and whether patterns of affordable housing siting concentrate minorities in low opportunity areas, among other indicators.

As used in this document publicly supportive affordable housing project(s) including projects that are Public Housing units, units funded through HUD voucher programs, including Section 8, Project-Based Vouchers, HUD Section 202, and other programs. The City of Ontario has a robust

[2] https://sbchp.sbcounty.gov/community-projects/point-in-time-count/

affordable housing program that includes privately-owned deed-restricted affordable housing units using a variety of public funding sources. These additional 1,070 have a range of affordability restrictions from very low-income tenants (those with incomes at or below 50% of AMI) to moderate-income tenants (those with incomes at or below 120% of AMI). The analysis in this document does not include data for these other deed-restricted affordable housing units.

Table C1: Publicly Supported Housing Units by Program Category

	(Ontario, CA CDBG) Jurisdiction	
Housing Units	**#**	**%**
Total housing units	47,423	-
Public Housing	N/a	N/a
Project-based Section 8	186	0.39%
Other Multifamily	137	0.29%
HCV Program	747	1.58%

Note 1: Data Sources: Decennial Census; APSH

Note 2: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

In Ontario, there are Project-Based Section 8, Other Multifamily Housing, and Housing Choice Voucher, but no Public Housing units. Publicly supported housing (but not all affordable housing) makes up under 3% of the total housing stock. Housing Choice Vouchers predominate, followed by Project-Based Section 8 units. Overall, it is clear that the amount of publicly supported housing available in Ontario does not rise to meet the level of need, although progress is being made.

I. *Are certain racial/ethnic groups more likely to be residing in one program category of publicly supported housing than other program categories (public housing, project-based Section 8, Other Multifamily Assisted developments, and Housing Choice Voucher (HCV) in the jurisdiction?*

In Ontario, Hispanic households represent the most frequent majority group in Project-Based Section 8 developments. Black households are the majority group in the Housing Choice Voucher Program, and Asian or Pacific Islander households are the majority group in Other Multifamily Hispanic residents in its Project-Based Section 8 units.

Asian or Pacific Islander households account for 33.33% of occupants of Other Multifamily units and 26.47% of Project-Based Section 8 units, yet they comprise only 2.94% of the population. Black households make up 53.68% of all participants in the Housing Choice Voucher Program yet their overall number of households is only 7.65%. Hispanic households have a lower utilization rate of publicly assisted housing because they comprise 60.88% of all households but have lower utilization rates across all categories. Overall, it seems that different program categories have very different

DRAFT

demographic breakdowns. Hispanic households are more likely to occupy Project-Based Section 8 units, Asian American or Pacific Islander households are more likely to occupy Other Multifamily units, and Black households are more likely to utilize Housing Choice Vouchers.

DRAFT

Table C2: Publicly Supported Housing Demographics

(Ontario, CA CDBG) Jurisdiction	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	N/a	N/a	0	0.00%	N/a	N/a	N/a	N/a
Project-Based Section 8	13	7.65%	16	9.41%	96	56.47%	45	26.47%
Other Multifamily	29	20.57%	19	13.48%	46	32.62%	47	33.33%
HCV Program	77	10.21%	405	53.68%	243	32.24%	22	2.94%
Total Households	11,595	24.10%	3,682	7.65%	29,295	60.88%	2,671	5.55%
0-30% of AMI	1,115	19.08%	653	11.17%	3,665	62.70%	285	4.88%
0-50% of AMI	2,465	20.62%	1,187	9.93%	7,615	63.70%	489	4.09%
0-80% of AMI	4,115	19.69%	1,797	8.60%	13,755	65.83%	893	4.27%
(Riverside-San Bernardino-Ontario, CA) Region	**White**		**Black**		**Hispanic**		**Asian or Pacific Islander**	
Housing Type	#	%	#	%	#	%	#	%
Public Housing	44	30.14%	19	13.01%	62	42.47%	18	12.33%
Project-Based Section 8	1,140	21.83%	1,029	19.71%	2,555	48.94%	446	8.54%
Other Multifamily	660	30.08%	247	11.26%	840	38.29%	432	19.69%
HCV Program	4,569	23.81%	8,401	43.78%	5,603	29.20%	500	2.61%
Total Households	602,650	45.50%	100,005	7.55%	509,940	38.50%	81,445	6.15%
0-30% of AMI	61,605	36.31%	20,925	12.33%	73,610	43.38%	8,775	5.17%
0-50% of AMI	122,950	37.18%	33,145	10.02%	150,960	45.65%	15,335	4.64%
0-80% of AMI	210,405	37.95%	49,115	8.86%	255,770	46.13%	25,935	4.68%

Note 1: Data Sources: Decennial Census; APSH; CHAS
Note 2: Numbers presented are numbers of households not individuals.
Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

II. Compare the racial/ethnic demographics of each program category of publicly supported housing for the jurisdiction to the demographics of the same program category in the region.

In the region, Hispanic households reside in a plurality of units in the Public Housing, Project-Based Section 8, and Other Multifamily housing categories. As in Ontario, Black households in the region are the plurality group in the Housing Choice Voucher program. Similarly, Asian American or Pacific Islanders are more likely to occupy Other Multifamily units than other types of publicly supported housing.

III. Compare the demographics, in terms of protected class, of residents of each program category of publicly supported housing (public housing, project-based Section 8, Other Multifamily Assisted developments, and HCV) to the population in general, and persons who meet the income eligibility requirements for the relevant program category of publicly supported housing in the jurisdiction and region. Include in the comparison, a description of whether there is a higher or lower proportion of groups based on protected class.

In Ontario, there is a significantly higher proportion of Asian American or Pacific Islander households in Project-Based Section 8 units and a slightly higher proportion of Black households than there is in the general population. Correspondingly, there is a lower percentage of Hispanic and White residents represented. When broken down by income eligibility, the proportion of Asian or Pacific Islanders drop while the percentage of Black and White residents increase. Among

DRAFT

voucher holders, on the other hand, Black are overrepresented and Hispanics, Asian or Pacific Islanders, and Whites are underrepresented as compared to the general population. In Other Multifamily units, Asian or Pacific Islander households are significantly overrepresented, Black households slightly overrepresented, and Hispanics and Whites are underrepresented.

In the region, Public Housing, Project-Based Section 8 units are disproportionately resided in by Black and Hispanic households, proportionally resided in by Asian or Pacific Islander households, and underutilized by White households. Asian Pacific Islander and Black households are overrepresented in Other Multifamily units while Hispanic households are proportionally represented and White households are underrepresented. For the Housing Choice Voucher Program. Black households are significantly overrepresented while Hispanic, Asian or Pacific Islander, and white households are underrepresented.

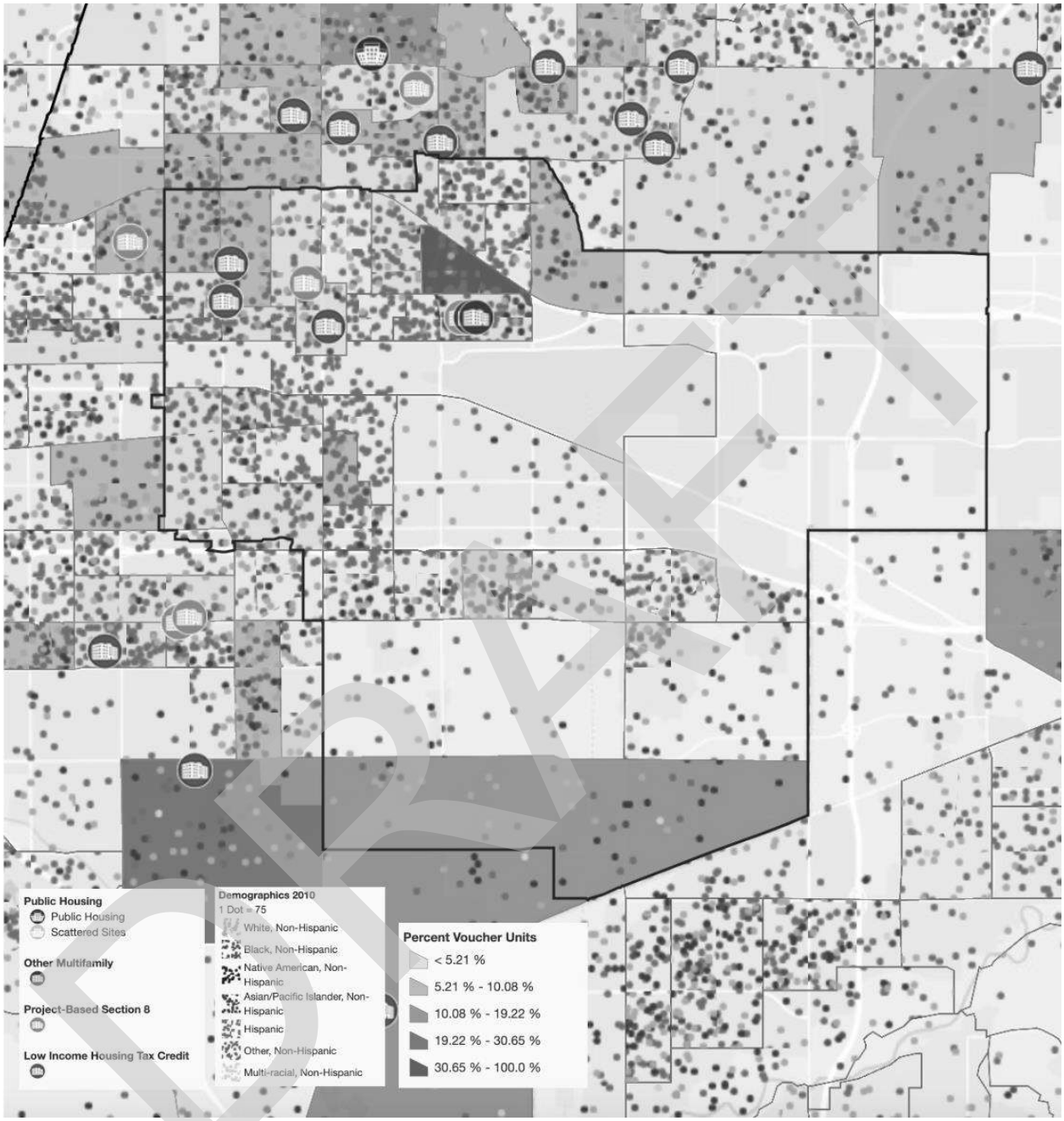
Publicly Supported Housing Location and Occupancy

I. *Describe patterns in the geographic location of publicly supported housing by program category (public housing, project-based Section 8, Other Multifamily Assisted developments, HCV, and LIHTC) in relation to previously discussed segregated areas and R/ECAPs in the jurisdiction and region.*

Publicly supported housing in Ontario is concentrated in the northwest corner of the City. Two other multifamily and one Project-Based Section 8 development are contiguous to each other. Housing Choice Voucher Program participants are more likely to live in the northern part of Ontario near the other publicly supported housing developments but are also located in the areas south of the airport. In the region, publicly supported housing is clustered in and near the urban areas the region.

DRAFT

Map C1: Publicly Supported Housing and Race/Ethnicity



II. Describe patterns in the geographic location for publicly supported housing that primarily serves families with children, elderly persons, or persons with disabilities in relation to previously discussed segregated areas or R/ECAPs in the jurisdiction and region.

In Ontario, Ontario Townhouses, a Project -Based Section 8 development for families, is located adjacent to two Other Multifamily senior housing developments in a predominantly Hispanic

neighborhood north of the airport. In the region, Other Multifamily developments for seniors and people with disabilities tend to clustered near each other in areas with higher numbers of Housing Choice Voucher Program participants.

III. How does the demographic composition of occupants of publicly supported housing in R/ECAPS compare to the demographic composition of occupants of publicly supported housing outside of R/ECAPs in the jurisdiction and region?

The above table shows that there are no R/ECAPs in the City of Ontario. Of the non R/ECAPs tracts most of the Project-Based Section 8 units are Hispanic households. Most of the voucher holders are Black households.

I. Based on the population density found in Southern California, this document evaluates R/ECAPS using a 25% threshold, instead of the HUD threshold of 40% or more of individuals within a census tract that are living at or below the poverty limit. This regional threshold better illustrates areas that could be considered R/ECAPS, allowing policy makers to design policy and implement projects that take these areas into consideration.

Table C3: Publicly Supported Housing Demographics by R/ECAP and Non R/ECAP Tracts

(Ontario, CA CDBG) Jurisdiction	Total # units (occupied)	% White	% Black	% Hispanic	% Asian or Pacific Islander	% Families with children	% Elderly	% with a disability
Public Housing								
R/ECAP tracts	N/a	N/a	0.00%	N/a	N/a	N/a	N/a	N/a
Non R/ECAP tracts	N/a	N/a	0.00%	N/a	N/a	N/a	N/a	N/a
Project-based Section 8								
R/ECAP tracts	N/a	N/a	0.00%	N/a	N/a	N/a	N/a	N/a
Non R/ECAP tracts	179	7.65%	9.41%	56.47%	26.47%	22.35%	66.47%	9.80%
Other Multifamily								
R/ECAP tracts	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Non R/ECAP tracts	136	20.57%	13.48%	32.62%	33.33%	N/a	100.00%	0.00%
HCV Program								
R/ECAP tracts	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Non R/ECAP tracts	709	10.26%	53.61%	32.25%	2.96%	44.88%	27.45%	25.85%

Note 1: Disability information is often reported for heads of household or spouse/co-head only. Here, the data reflect information on all members of the household.

Note 2: Data Sources: APSH

Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

IV. Do any developments of public housing and properties converted under the RAD have a significantly different demographic composition, in terms of protected class than other developments of the same category for the jurisdiction? Describe how these developments differ.

DRAFT

The Grove and D Street Senior Housing has a disproportionately high rate of Asian or Pacific Islander households, and Ontario Townhouses has a disproportionately high rate of Black and Hispanic households. Hispanic households are significantly underrepresented in D Street Senior Housing and Ontario Senior Housing Inc. Hispanic households are slightly over represented in Ontario Townhouses.

Table C4: Publicly Supported Housing Developments, by Program Category

Project-Based Section 8								
(Ontario, CA CDBG) Jurisdiction								
Development Name	PHA Code	PHA Name	# Units	White	Black	Hispanic	Asian	Households with Children
ONTARIO TOWNHOUSES	N/a	N/a	73	5	23.33	70	1.67	55
ONTARIO TOWNHOUSES	N/a	N/a	13	9.09	9.09	81.82	N/a	45.45
THE GROVE	N/a	N/a	100	9.09	1.01	45.45	44.44	N/a
Other Multifamily Assisted Housing								
(Ontario, CA CDBG) Jurisdiction								
Development Name	PHA Code	PHA Name	# Units	White	Black	Hispanic	Asian	Households with Children
ONTARIO SENIOR HOUSING INC.	N/a	N/a	90	16.3	13.04	44.57	26.09	N/a
D STREET SENIOR HOUSING	N/a	N/a	47	28.57	14.29	10.2	46.94	N/a

Note 1: For LIHTC properties, this information will be supplied by local knowledge.
Note 2: Percentages may not add to 100 due to rounding error.
Note 3: Data Sources: APSH
Note 4: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

V. B. Provide additional relevant information, if any, about occupancy, by protected class, in other types of publicly supported housing for the jurisdiction and region.

Effective January 2020, the Tenant Protection Act of 2019, a statewide rent law, restricts rent increases to 5% plus the local rate of inflation per year. As of January 2020, the rate of inflation in the region was 3.1%.

In October 2019, Governor Newsom signed into law SB 329, prohibiting discrimination in housing based on source of income statewide.

VI. Compare the demographics of occupants of developments in the jurisdiction, for each category of publicly supported housing (public housing, project-based Section 8, Other Multifamily Assisted developments, properties converted under RAD, and LIHTC) to the demographic composition of the areas in which they are located. For the jurisdiction, describe whether developments that are primarily occupied by one ace/ethnicity are located in areas occupied largely by the same race/ethnicity. Describe any differences for housing that primarily serves families with children, elderly persons, or persons with disabilities.

DRAFT

Ontario's publicly supported housing developments generally either mirror the demographics of the city or are more heavily Black, Hispanic, and Asian-Pacific Islander than the surrounding developments. White households are underrepresented in every publicly supported housing development. There is no Public Housing in the city.

Disparities in Access to Opportunity

I. *Describe any disparities in access to opportunity for residents of publicly supported housing in the jurisdiction and region, including within different program categories (public housing, project-based Section 8, Other Multifamily Assisted Developments, HCV, and LIHTC) and between types (housing primarily serving families with children, elderly persons, and persons with disabilities) of publicly supported housing.*

In Ontario, residents of publicly supported housing developments are not subject to significant disparities in access to opportunity as access to opportunity measurements are similar across all racial and ethnic categories. Ontario's access to high performing schools, employment opportunity, and public transportation is higher than the those of the region.

Contributing Factors of Publicly Supported Housing Location and Occupancy

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the severity of fair housing issues related to publicly supported housing, including Segregation, R/ECAPs, Disparities in Access to Opportunity, and Disproportionate Housing Needs. For each contributing factor that is significant, note which fair housing issue(s) the selected contributing factor relates to.

Please see the Contributing Factors Appendix for the following Contributing Factors to Publicly Supported Housing Location and Occupancy:

- Admissions and occupancy policies and procedures, including preferences in publicly supported housing
- Community opposition
- Displacement of residents due to economic pressures
- Displacement of and/or lack of housing support for victims of domestic violence, dating violence, sexual assault, and stalking
- Impediments to mobility
- Lack of access to opportunity due to high housing costs
- Lack of meaningful language access for individuals with limited English proficiency
- Lack of local or regional cooperation
- Lack of private investment in specific neighborhoods

DRAFT

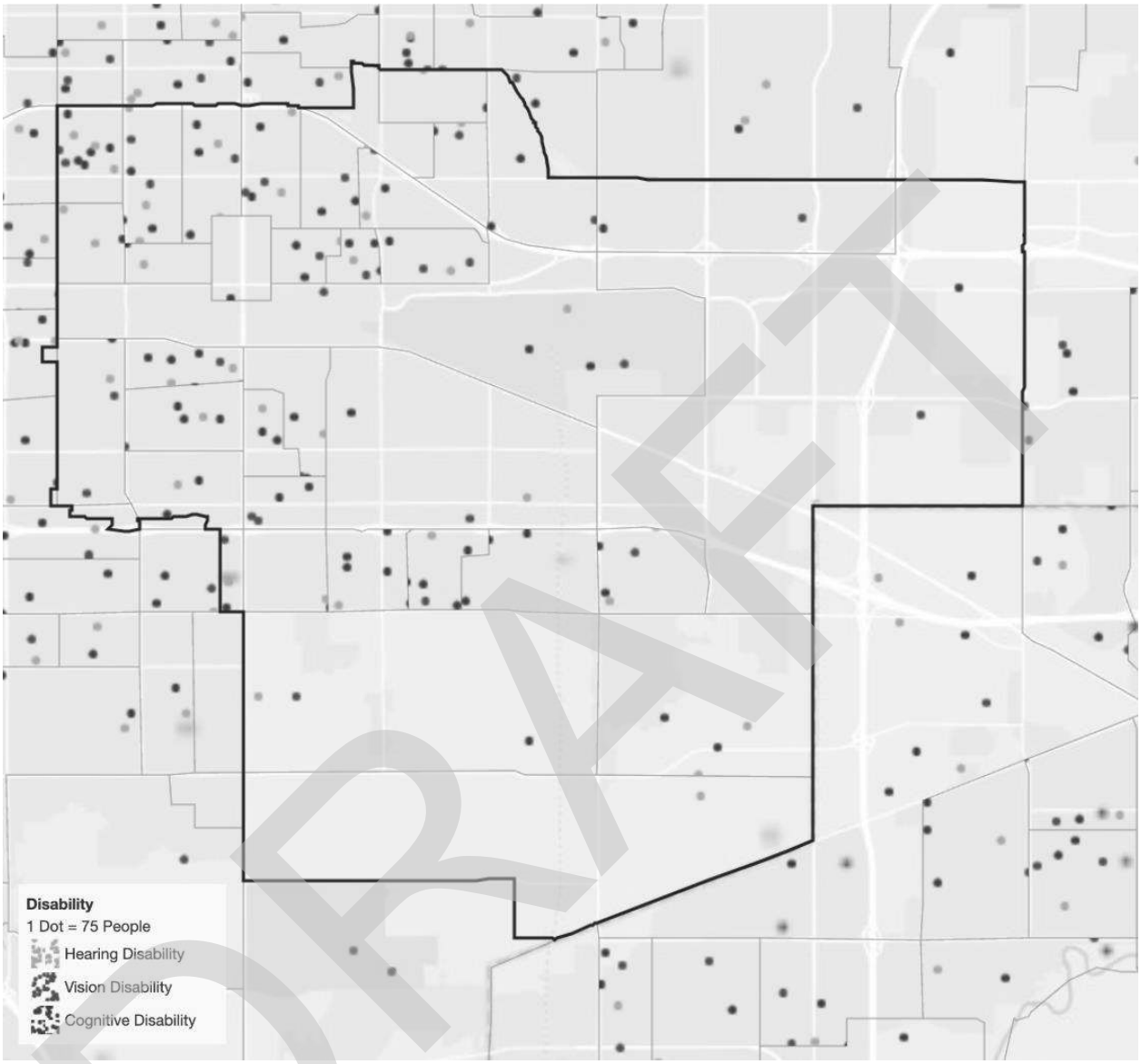
- Lack of public investment in specific neighborhoods, including services and amenities
- Land use and zoning laws
- Loss of affordable housing
- Occupancy codes and restrictions
- Quality of affordable housing information programs
- Siting selection policies, practices, and decisions for publicly supported housing, including discretionary aspects of Qualified Allocation Plans and other programs
- Source of income discrimination

D. Disability and Access

Congress added protections against housing discrimination for persons with disabilities to the Fair Housing Act in 1988. In addition to protection against intentional discrimination and unjustified policies and practices with disproportionate effects, the Fair Housing Act includes three provisions that are unique to persons with disabilities. The Fair Housing Act prohibits the denial of requests for reasonable accommodations for persons with disabilities if necessary to afford an individual equal opportunity to use and enjoy a dwelling. Reasonable accommodations are departures from facially neutral policies and are generally available if granting the accommodation request would not place an undue burden on the party providing the accommodation and where granting the accommodation request would not result in a direct threat to the health or safety of others. Permitting an individual with an anxiety disorder to have a dog in their rental unit as an emotional support animal despite a broad "no pets" policy is an example of a reasonable accommodation. The Act also prohibits the denial of reasonable modification requests. Modifications involve physical alterations to a unit, such as the construction of a ramp or the widening of a door frame, and must be paid for by the person requesting the accommodation unless the unit receives federal financial assistance and is subject to Section 504 of the Rehabilitation Act. Lastly, the design and construction provision of the Fair Housing Act requires most multi-family housing constructed since 1991 to have certain accessibility features. This section of the Analysis looks at the housing barriers faced by persons with disabilities, including those that result in the segregation of persons with disabilities in institutions and other congregate settings.

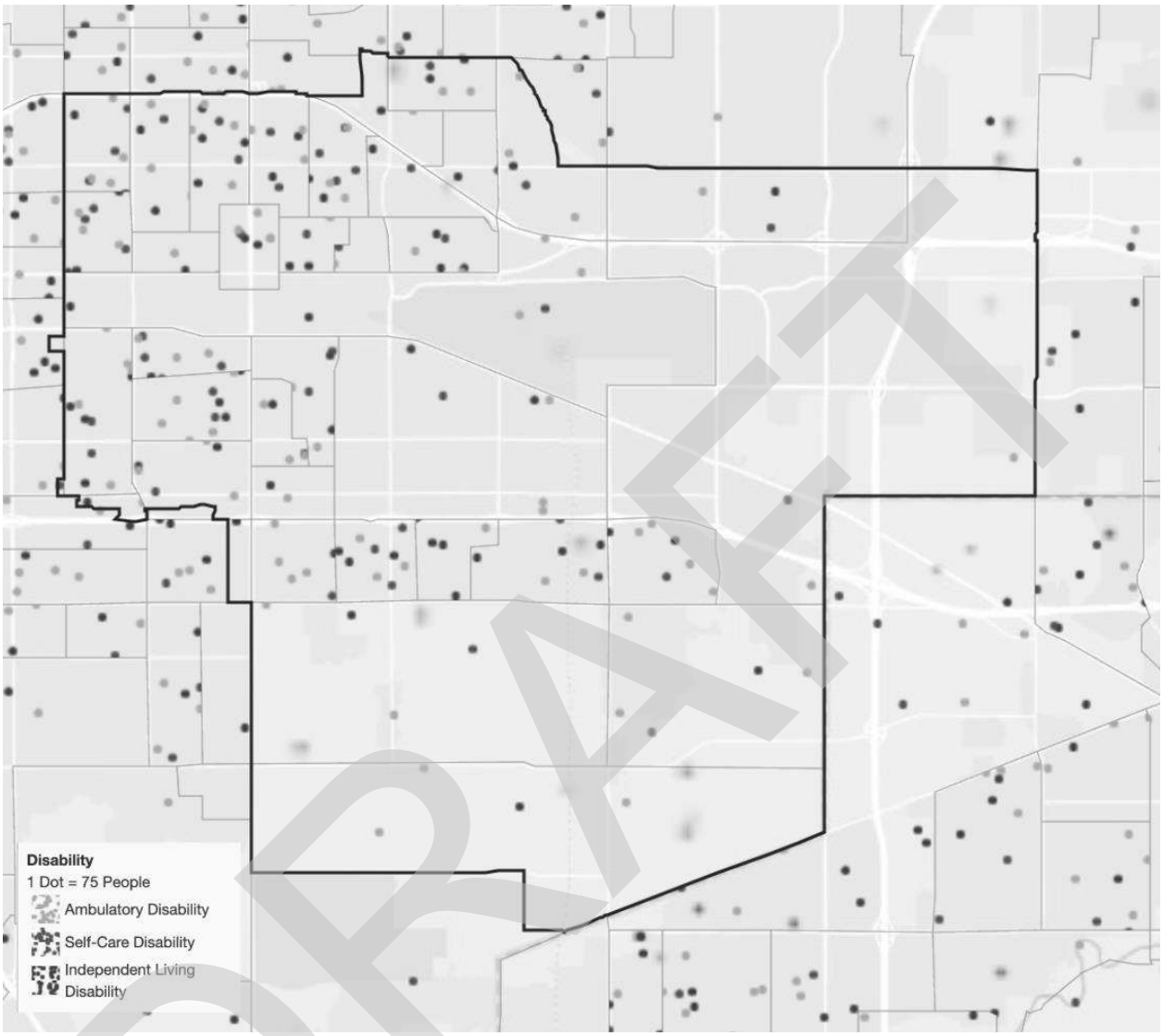
DRAFT

Map C2: Disability by Type (Hearing, Vision, & Cognitive), Ontario



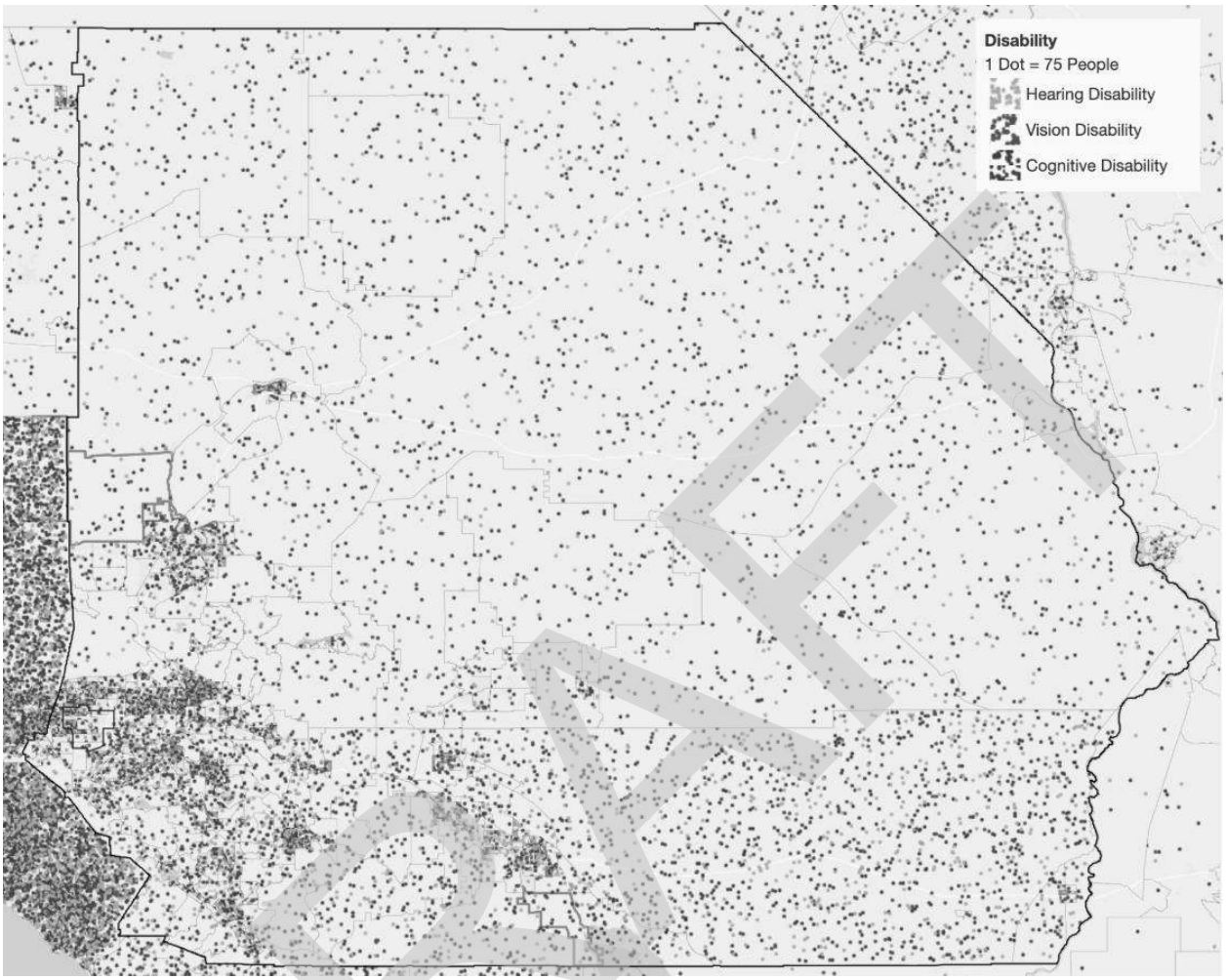
DRAFT

Map C3: Disability by Type (Ambulatory, Self-Care, & Independent Living), Ontario



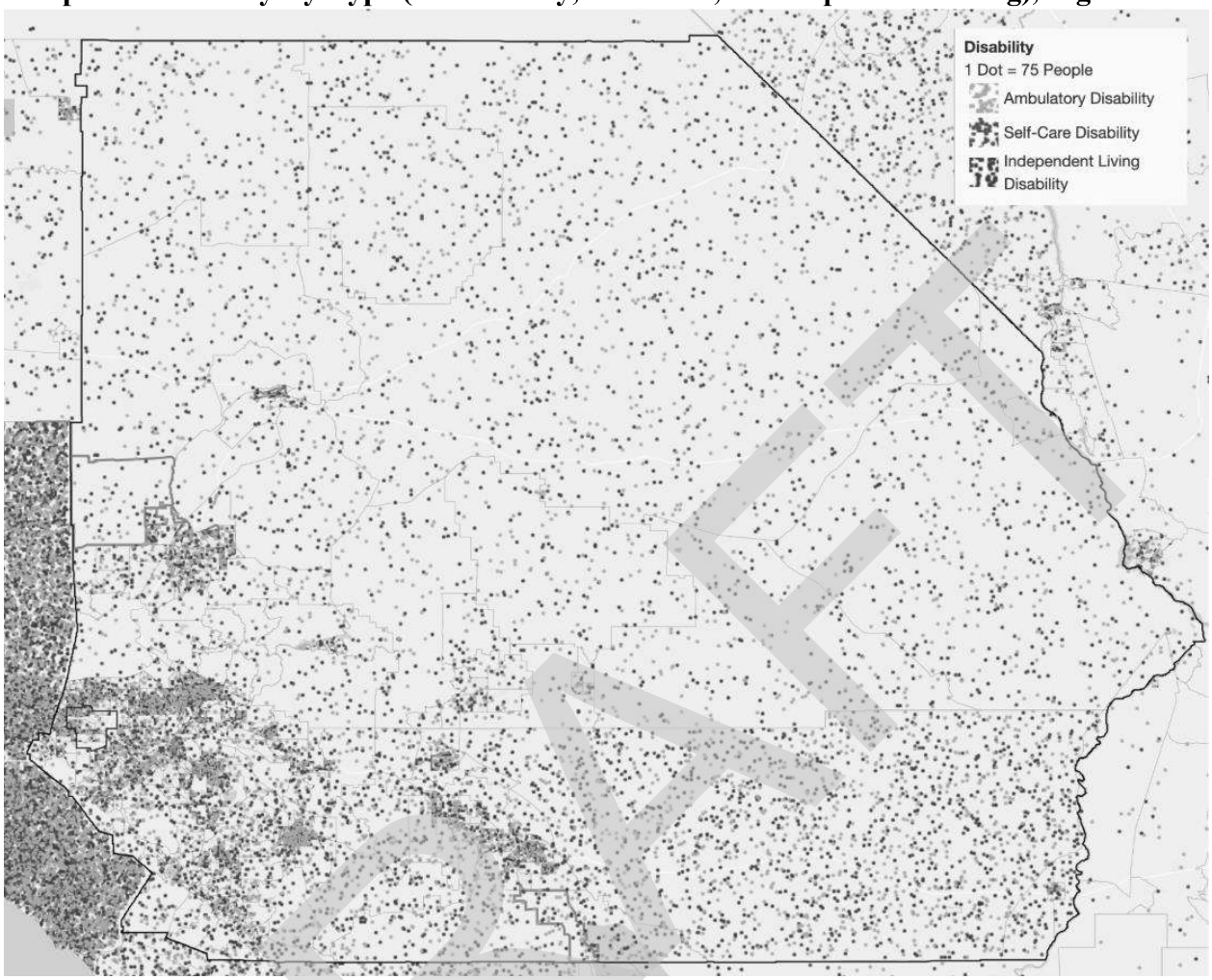
DRAFT

Map C4: Disability by Type (Hearing, Vision, & Cognitive), region



DRAFT

Map C5: Disability by Type (Ambulatory, Self-Care, & Independent Living), region



DRAFT

Map C6: Disability by Age, region

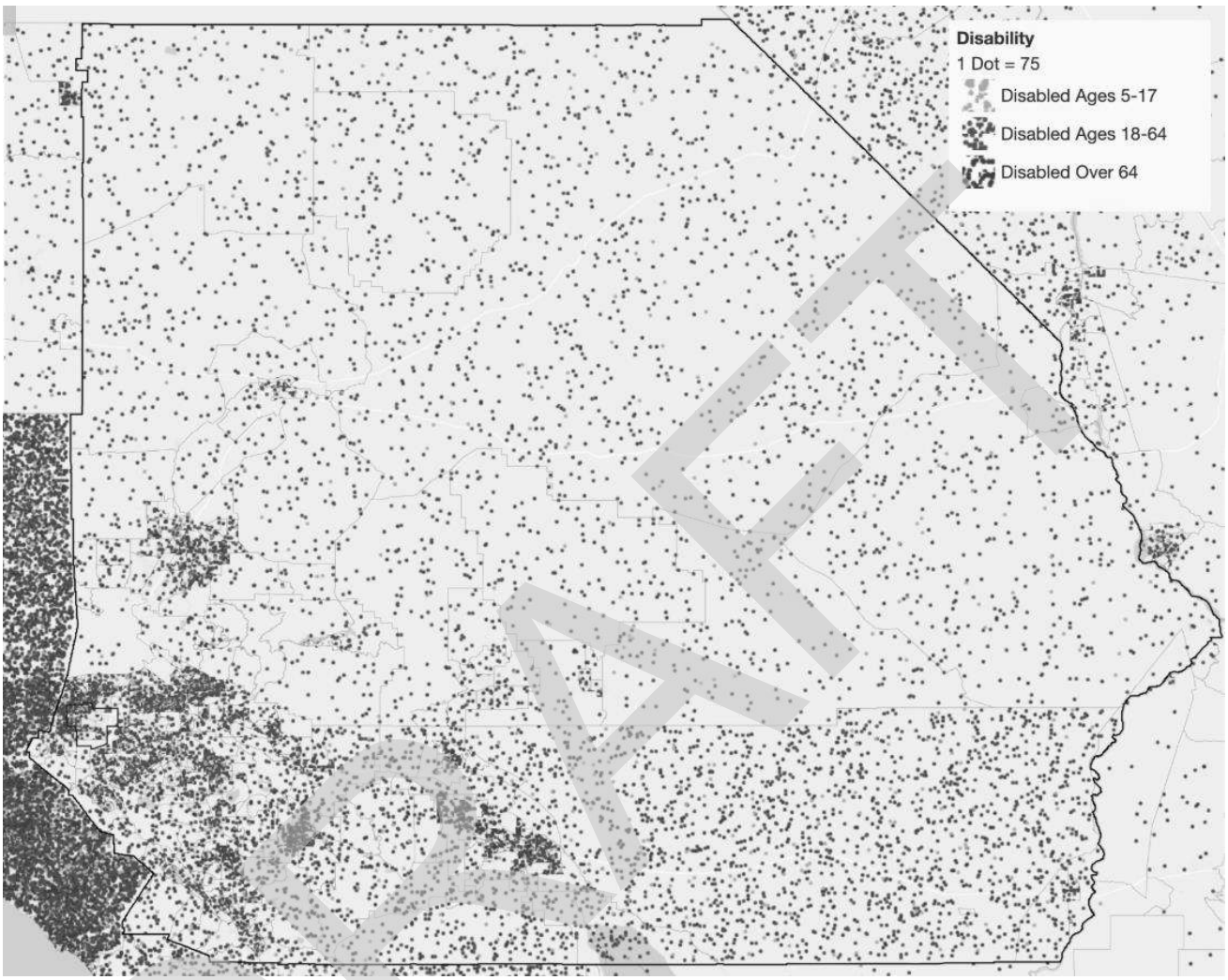


Table C5: Disability by Type, Ontario

	(Ontario, CA CDBG) Jurisdiction		(Riverside-San Bernardino-Ontario, CA) Region	
Disability Type	**#**	**%**	**#**	**%**
Hearing difficulty	2,971	1.90%	127,499	3.18%
Vision difficulty	2,470	1.58%	90,935	2.27%
Cognitive difficulty	5,880	3.77%	177,272	4.42%
Ambulatory difficulty	7,775	4.98%	251,925	6.28%
Self-care difficulty	3,680	2.36%	108,412	2.70%
Independent living difficulty	5,625	3.60%	182,947	4.56%

Note 1: All % represent a share of the total population within the jurisdiction or region.

Note 2: Data Sources: ACS

Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

DRAFT

I. How are people with disabilities geographically dispersed or concentrated in the jurisdiction and region, including R/ECAPs and other segregated areas identified in previous sections?

Within Ontario, residents with disabilities of concentrated in the northwest corner, which follows the population density patterns of the City. None of these areas are R/ECAPs. All have majority-Hispanic populations as does the city as a whole.

In the region more broadly, the areas with the highest concentrations of persons with disabilities include parts of Upland, San Bernardino, Victorville, Rancho Cucamonga, Chino Hills, and areas around Palm Springs. For the most part, these areas do not coincide with R/ECAPs or other areas of racial or ethnic segregation though the R/ECAPS located in San Bernardino and a portion of Victorville has a concentration of persons with disabilities.

II. Describe whether these geographic patterns vary for people with each type of disability or for people with disabilities in different age ranges for the jurisdiction and region.

There are some differences in the concentration of persons with disabilities by the type of disability within the city of Ontario. People with hearing and vision disabilities are somewhat concentrated in the northwestern part of the city, people with cognitive disabilities are fairly evenly distributed throughout the city, people with ambulatory disabilities are concentrated in the downtown and southwestern portions of the city, and people with both self-care and independent living disabilities are concentrated in the downtown portion of the city. In the broader region, people with hearing and vision disabilities are concentrated in Hemet, Palm Springs and parts of the Coachella Valley. People with cognitive disabilities are concentrated in the city of San Bernardino, and areas north of Temecula. People with ambulatory disabilities are concentrated in Hemet, Fontana, parts of the city San Bernardino, parts of the city Riverside, parts of Coachella Valley, and parts of the High Desert. People with self-care or independent living disabilities are dispersed throughout the region. These areas do not consistently and predictably coincide with R/ECAPs and areas of racial and ethnic segregation.

By age, within Ontario, residents with disabilities of all ages are most dispersed throughout the City. Regionally, children with disabilities are concentrated in Hemet and parts of the city San Bernardino; working-age adults with disabilities are concentrated in all metropolitan areas; and elderly persons with disabilities are concentrated in Lake Elsinore, Palms Springs, the western portion of the city of Riverside, and the city of Victorville. It is important to note that this data reflects the concentration of persons within an age range in a place who have disabilities rather the total number of people with disabilities in an age range. Thus, places with concentrations of elderly residents and therefore concentrations of elderly persons with disabilities, like the Coachella Valley, do not necessarily appear to have such concentrations. In general, places with concentrations of children with disabilities tend to be more heavily Black and/or Hispanic than the broader region. At a high level, there is not a significant relationship between R/ECAPs and areas of concentration of persons with disabilities by age.

DRAFT

Housing Accessibility

III. Describe whether the jurisdiction and region have sufficient affordable, accessible housing in a range of unit sizes.

Overall, there is a significant shortage of affordable, accessible housing in a range of unit sizes in both Ontario and in the broader region. This subsection contains a review of the common sources of affordable, accessible housing. It is important to consider these sources of affordable, accessible housing in light of the demographic data discussed above. Specifically, there are 7,775 persons with ambulatory disabilities in Ontario and 251,925 in the region. Additionally, there are 2,971 persons with hearing disabilities and 2,470 persons with vision disabilities in Ontario. There are 127,499 persons with hearing disabilities and 90,935 persons with vision disabilities in the region. These categories are not mutually exclusive, and not all people within them need affordable housing. Nonetheless, disability status is highly correlated with socioeconomic status, so there is disproportionate need for affordable housing from among this population.

Accessibility Requirement for Federally-Funded Housing

Section 504 of the Rehabilitation Act of 1973 imposes enhanced accessibility requirements on units that have received federal financial assistance. Such units include, but are not limited to, Public Housing, Project-Based Section 8, Section 202 and Section 811, and units assisted with HOME and/or CDBG funds. The issue of whether Section 504 applies to Low Income Housing Tax Credit (LIHTC) units is unsettled as a question of federal law, but the California Tax Credit Allocation Committee now requires a level of accessibility that meets the requirements of Section 504 as part of its application process. Under Section 504, 5% of units in developments built or substantially renovated since 1973 must be accessible to persons with mobility disabilities and 2% of units must be accessible to persons with sensory disabilities. In Ontario, there are ___ units of Project-Based Section 8 housing in two developments and 137 units of Other Multifamily housing in two developments, both of which are Section 202 developments for seniors. HUD's SNAPSHOT of HOME Program Performance for Ontario through 2024 reports that there are ___ Section 504-compliant HOME-assisted units in Ontario. Regionally, outside of Ontario, there is relatively limited publicly supported housing stock in comparison to other major metropolitan areas in California.

Low Income Housing Tax Credit (LIHTC) Units

There are currently ___LIHTC developments in the city of Ontario that include a total of 501 units. Most were placed in service from 1998 through 2020. This means that most of the developments are covered by the design and construction standards of the Fair Housing Act, which went into effect in 1991. It is worth noting that there are two LIHTC developments in the pipeline that will ultimately include 176 units. These developments are not expected to be age-restricted and will be subject to accessibility requirements that mirror Section 504. Regionally, LIHTC housing follows similar patterns as the other types of publicly supported housing discussed above; however, Ontario is not representative of the broader region insofar as that family-occupancy and senior LIHTC housing are more balanced throughout the region.

DRAFT

Housing Choice Vouchers and Fair Housing Amendments Act Units

Acceptance of a tenant's Housing Choice Voucher does not require a landlord to modify or retrofit their unit to meet the accessibility requirements of Section 504; vouchers, however, can often be a tool that enables persons with disabilities and, in particular, non-elderly persons with disabilities to access relatively recently constructed nonsubsidized multifamily housing that meets the design and construction standards of the Fair Housing Act. In Ontario, ___ households are assisted with vouchers, a much larger number than reside in Project-Based Section 8 and Other Multifamily housing. This analysis does not include privately-owned deed-restricted affordable housing units. Unfortunately, American Community Survey data reflecting the age of multifamily housing lumps together housing constructed from 1980 through 1999 rather than allowing a review of the subset of housing built from 1991 to the present. Additionally, the design and construction standards apply to units in structures with four or more units while the American Community Survey does not disaggregate three-unit structures from four-unit structures. In Ontario, there are ____ units in structures with five or more units that have been built from 2000 to the present and an additional _____ units in structures of that size built from 1980 through ____. If 45% of those units were built from 1991 through 1999, that would mean that at least another 2,053 units were subject to the design and construction standards of the Fair Housing Act. In the region, there are _____ units in structures with five or more units that have been built from 2000 to the present and an additional 77,697 units in structures of that size built from 1980 through 1999. If 45% of those units were built from 1991 through 1999, that would mean that at least another _____units were subject to the design and construction standards of the Fair Housing Act.

Summary

In light of the data reflecting the scope of the likely need for affordable, accessible housing, it is clear that there is a shortage of such housing, both in Ontario and in the region. Within Ontario, given the preponderance of senior housing among developments with hard units of affordable housing, that unmet need is especially pronounced among non-elderly persons with disabilities who are in need of accessible units. For that population, it is especially important that there be a broader range of unit sizes, including more two and three-bedroom units. Although the Housing Choice Voucher program often serves people with accessibility needs who need larger units, it is not a substitute for hard units of housing built to the specifications of Section 504.

IV. Describe the areas where affordable, accessible housing units are located in the jurisdiction and region. Do they align with R/ECAPs or other areas that are segregated?

In Ontario, the limited affordable, accessible housing exists in areas are heavily Hispanic but not disproportionately so in comparison to citywide demographics. New market rate development in the city has focused heavily on greenfields in the southern portion of the city, which is slightly more heavily White than the city as a whole. Over time, that should create opportunities for Housing Choice Voucher holders to reside in accessible units in relatively integrated areas. Regionally, affordable, accessible housing is more segregated than in Ontario with cities that are more heavily Black and Hispanic than the region as a whole being home to a large share publicly supported housing, in particular. There are some exceptions to this, including Corona and Hemet,

DRAFT

which, though not majority-White and significantly more heavily White than cities like Ontario, Fontana, and San Bernardino.

V. To what extent are people with different disabilities able to access and live in the different categories of publicly supported housing in the jurisdiction and region.

The data above suggests that persons with disabilities are significantly underrepresented in Project-Based Section 8 and other multifamily housing, both in Ontario and in the broader region. As the discussion of accessible housing above illustrates, this may be an inaccurate conclusion. Both other multifamily housing developments in Ontario are Section 202 developments. This program provides senior housing with a focus on meeting the supportive services needs of residents, who often have disabilities. In tracking demographic data for some housing programs, persons with disabilities and elderly individuals are sometimes treated as mutually exclusive categories because membership in either category would qualify a person for housing. Nonetheless, it is highly likely that many of the elderly residents of Ontario's Section 202 developments have disabilities in addition to being elderly. The representation of persons with disabilities in the Housing Choice Voucher program is much more in line with the share of the income-eligible population likely comprised of persons with disabilities. In Public Housing, none of which exists in Ontario, persons with disabilities appear to be somewhat underrepresented.

Table C6: Disability by Publicly Supported Housing Program Category

(Ontario, CA CDBG) Jurisdiction	People with a Disability	
	#	%
Public Housing	N/a	N/a
Project-Based Section 8	17	9.80%
Other Multifamily	0	0.00%
HCV Program	194	25.78%
(Riverside-San Bernardino-Ontario, CA) Region		
Public Housing	24	16.40%
Project-Based Section 8	594	11.31%
Other Multifamily	86	3.92%
HCV Program	5,535	28.84%

Note 1: The definition of "disability" used by the Census Bureau may not be comparable to reporting requirements under HUD programs.

Note 2: Data Sources: ACS

Note 3: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).

Integration of People with Disabilities Living in Institutions and Other Segregated Settings

VI. To what extent do people with disabilities in or from the jurisdiction or region reside in segregated or integrated settings?

DRAFT

Up until a wave of policy reforms and court decisions in the 1960s and 1970s, states, including California, primarily housed persons with intellectual and developmental disabilities and individuals with psychiatric disabilities in large publicly-run institutions. In California, institutions for persons with intellectual and developmental disabilities are called developmental centers, and institutions for persons with psychiatric disabilities are called state hospitals. Within these institutions, persons with disabilities have had few opportunities for meaningful interaction with individuals without disabilities, limited access to education and employment, and a lack of individual autonomy. The transition away from housing persons with disabilities in institutional settings and toward providing housing and services in home and community-based settings accelerated with the passage of the Americans with Disabilities Act in 1991 and the U.S. Supreme Court's landmark decision in *Olmstead v. L.C.* in 1999. In *Olmstead*, the Supreme Court held that, under the regulations of the U.S. Department of Justice (DOJ) implementing Title II of the Americans with Disabilities Act (ADA), if a state or local government provides supportive services to persons with disabilities, it must do so in the most integrated setting appropriate to the needs of a person with a disability and consistent with their informed choice. This obligation is not absolute and is subject to the ADA defense that providing services in a more integrated setting would constitute a fundamental alteration of the state or local government's programs.

The transition from widespread institutionalization to community integration has not always been linear, and concepts of what comprises a home and community-based setting have evolved over time. Although it is clear that developmental centers and state hospitals are segregated settings and that an individual's own house or apartment in a development where the vast majority of residents are individuals without disabilities is an integrated setting, significant ambiguities remain. Nursing homes and intermediate care facilities are clearly segregated though not to the same degree as state institutions. Group homes fall somewhere between truly integrated supported housing and such segregated settings, and the degree of integration present in group homes often corresponds to their size.

Below, this assessment includes detailed information about the degree to which persons with intellectual and developmental disabilities and individuals with psychiatric disabilities reside in integrated or segregated settings. The selection of these two areas of focus does not mean that persons with other types of disabilities are never subject to segregation. Although the State of California did not operate analogous institutions on the same scale for persons with ambulatory or sensory disabilities, for example, many people with disabilities of varying types face segregation in nursing homes. Data concerning persons with various disabilities residing in nursing homes is not as available as data relating specifically to persons with intellectual and developmental disabilities and persons with psychiatric disabilities.

DRAFT

Table C7: Intellectual and Developmental Disabilities Performance of Tri-Counties Regional Center, December 2019

Dec. 2019 Performance Reports	Fewer consumers live in developmental centers	More children live with families	More adults live in home settings	Fewer children live in large facilities (more than 6 people)	Fewer adults live in large facilities (more than 6 people)
State Average	0.08%	99.44%	80.84%	0.04%	2.15%
Inland Regional Center	0.06%	99.30%	81.16%	0.11%	1.07%

In California, a system of regional centers is responsible for coordinating the delivery of supportive services primarily to individuals with intellectual and developmental disabilities. The regional centers serve individuals with intellectual disabilities, individuals with autism spectrum disorders, individuals with epilepsy, and cerebral palsy. These disabilities may be co-occurring. Although there is some variation from regional center to regional center, individuals with intellectual disabilities and individuals with autism spectrum disorder predominate among consumers. All data regarding the regional centers is drawn from their annual performance reports. In the region, there is one regional center – the Inland Regional Center – that serves all of Riverside and San Bernardino Counties. Unfortunately, the Inland Regional Center does not disaggregate its publicly reported data by to allow an Ontario-specific or San Bernardino County-specific.

On an annual basis, regional centers report to the California Department of Developmental Services on their performance in relation to benchmarks for achieving community integration of persons with intellectual and developmental disabilities. As reflected in the table above, the Inland Regional Center simultaneously has lower rates of persons with developmental disabilities living in institutional settings and higher rates of adults with developmental disabilities living in home or family-based settings than statewide but slightly lower rates of children with developmental disabilities living in integrated settings.

The California Department of Developmental Services' Fairview Developmental Center, located in Costa Mesa in Orange County, is the last remaining large, state-run institution for persons with developmental disabilities in Southern California. The facility is scheduled to close by the end of 2021. The Department of Developmental Services and the regional centers are working to transition remaining residents to community-based settings. Relatively few residents of Fairview Developmental Center who are in the process of transitioning are from the service area of the Inland Regional Center. In Fiscal Year 2019-2020, the Department of Developmental Services planned to help 43 individuals at Fairview to transition. Only one of those individuals was from Riverside and San Bernardino Counties.

DRAFT

Table C8: Type of Setting by Race or Ethnicity, Inland Regional Center, 2018-2019

Type of Setting	Total Served	% Non-Hispanic White	% Black	% Asian or Pacific Islander	% Hispanic	% Other or Multi-Racial
Home	35,296	19.5%	8.6%	4.3%	40.9%	26.9%
Residential	3,394	59.5%	13.1%	11.3%	21.5%	3.0%
ILS/SLS	1,823	45.4%	21.7%	2.4%	28.1%	3.1%
Institutions	54	7.4%	18.5%	0.0%	14.8%	59.3%
Med/Rehab/Psych	240	49.6%	16.3%	1.3%	27.5%	4.2%
Other	113	49.6%	17.7%	2.7%	24.8%	5.3%

The Inland Regional Center reports the number of individuals served by type of setting by race or ethnicity. The categories included are Home, Residential, ILS/SLS, Institutions, Med/Rehab/Psych, and Other. The category of Home includes the home of a parent or guardian, a foster home for children, and a family home for adults. The category of Residential includes community care facilities and intermediate care facilities (ICFs) and continuous nursing. The category of ILS/SLS solely includes independent living and supported living. Institutions include developmental centers, state hospitals, and correctional institutions. The category of Med/Rehab/Psych includes skilled nursing facilities, psychiatric treatment facilities, rehabilitation centers, sub-acute care, and community treatment facilities. The Other category includes individuals who are homeless as well as individuals who do not fall into any category (and one individual living outside of California). In general, Home and ILS/SLS settings are the most integrated, and Institutions and Med/Rehab/Psych are the most segregated. Residential settings fall somewhere in between with community care facilities being more integrated than ICFs within the category. Clearly, homelessness is not consistent with meaningful community integration. The table above reflects the number of individuals with intellectual or developmental disabilities served in each type of setting as well as racial disparities in type of setting. By far, home-based settings are the most common although there is a significant number of persons with developmental disabilities living in congregate residential settings. White people with developmental disabilities are actually more likely to live in these congregate settings than are people of other racial or ethnic groups. At the same time, albeit with a much smaller sample size, White people with developmental disabilities are much less likely to reside in traditional institutions. Given the high number of residents of institutions who are Other or Multi-Racial, that data is ambiguous. Across the board, Hispanic residents appear to be underrepresented in the developmental disability services system.

Psychiatric Disabilities

San Bernardino County Behavioral Health Services is responsible for coordinating the provision of supportive services for persons with psychiatric disabilities in San Bernardino County including the city of Ontario. The agency does not operate any segregated, inpatient facilities.

a. *Describe the range of options for people with disabilities to access affordable housing and supportive services in the jurisdiction and region.*

Ontario's two Section 202 senior housing developments provide affordable housing for elderly persons with disabilities who need supportive services, but there are no other sources of hard units of affordable housing that are specifically targeted at persons with disabilities in Ontario. Specifically, there are no developments with Section 811 Project Rental Assistance or with subsidy

DRAFT

through California's Mental Health Services Act (MHSA), the housing program under which is administered locally by San Bernardino County Behavioral Health Services. There are seven completed MHSA developments in the county, three of which are restricted to seniors and none of which are located in Ontario. With respect to tenant -based rental assistance for persons with disabilities, the Housing Authority of the County of San Bernardino (HACSB) administers multiple targeted programs in addition to the Housing Choice Voucher program. HACSB provides assistance to 86 households through the Mainstream program, which is limited to households including persons with disabilities; 41 households through the Housing Opportunities for Persons with AIDS (HOPWA) program 367 households through the Veteran's Affairs Supportive Housing program; and 15 households through its MHSA-funded Master Leasing program. For the regular Housing Choice Voucher program, HACSB also incorporates a "Disabled At-Risk" preference when selecting applicants from the waiting list. It is not possible to disaggregate data for these countywide programs by city.

With respect to supportive services, for individuals with developmental disabilities, the Inland Regional Center administers Medicaid-funded Home and Community-Based Services waivers in Ontario and across Riverside and San Bernardino Counties. Currently, there is no waiting list for these services, so, in theory, eligible individuals can access the services needed to sustain community living in a prompt fashion. However, it is important to note that undocumented immigrants are not eligible to participate in federal Medicaid funded services. Although Medi-Cal has taken steps to cover undocumented youth and pregnant individuals through state funding, the robust supportive services of waiver programs are unavailable to undocumented. This is particularly problematic in Ontario and the broader region, both of which have significant undocumented populations. Rolling Start, Inc. is the center for independent living serving San Bernardino County. It assists with a more limited scope of supportive services needs, specifically around the transition to community living.

With respect to mental health, San Bernardino County Behavioral Health Services operates a range of supportive services programs for youth, adults, and elderly individuals. These programs include, Assertive Community Treatment, the most robust and intensive level of support used to help people with severe and complex needs to sustain community-based living. For Fiscal Year 2016-2017, there were 19,362 adults receiving mental health services through the County. Black residents (18.0%) were somewhat overrepresented among that population while Hispanic residents (32.5%) were somewhat underrepresented.

Disparities in Access to Opportunity

b. *To what extent are people with disabilities able to access the following in the jurisdiction and region? Identify major barriers faced concerning*:

i. Government services and facilities

This Analysis found limited evidence of disparities in access to government services and facilities in Ontario and the broader region. However, in December 2018, the San Bernardino County Sheriff's Department settled a lawsuit that alleged, among other counts, that the Department violated the Americans with Disabilities Act by forcing inmates with disabilities to reside in cells without access

to toilets or showers.[3] The Sheriff's Department is currently in the process of implementing the terms of the settlement and is subject to court oversight in doing so.

ii. Public infrastructure (e.g., sidewalks, pedestrian crossings, pedestrian signals)

This Analysis did not reveal current deficiencies in sidewalk accessibility in Ontario or the region.

iii. Transportation

Public transportation is extremely limited in Ontario and the broader region. Although this reality affects all residents, it creates more obstacles for persons with disabilities who are more likely to rely on transit due to either or both the correlation between disability status and socioeconomic status and disabilities that directly affect the ability to drive a private vehicle. This Analysis did not reveal specific evidence of discrimination by local transit providers, such as Omnitrans, against persons with disabilities.

iv. Proficient schools and educational programs

The Ontario-Montclair School District (OMSD) serves a diverse student population. However, disparities exist in school performance and resources. For instance, data from the California Accountability Model indicates that certain schools within OMSD experience higher rates of chronic absenteeism, which can be indicative of underlying challenges affecting school proficiency. Specifically, schools like Edison Elementary, Lehigh Elementary, Vernon Middle, and Vineyard Elementary have been identified with high chronic absenteeism rates, potentially impacting overall student performance and access to quality education.

v. Jobs

Persons with disabilities face severe disparities in access to employment in Ontario and the broader region. The Inland Regional Center reports data on wage and employment indicators for persons with developmental disabilities whom it serves. For the calendar year 2018, just 14% of clients had earned income (as opposed to 16% statewide), and average annual wages were $9,385 (as opposed to $10,317 statewide). According to the 2013-2017 American Community Survey, just 83.9% of adults ages 18 through 64 with disabilities in Ontario were employed as opposed to 94.7% of adults in that age range without disabilities. In the region, the disparity was similar with 86.4% of working-age adults with disabilities employed as opposed to 93.7% of working-age adults without disabilities.

c. *Describe the processes that exist in the jurisdiction and region for people with disabilities to request and obtain reasonable accommodations and accessibility modifications to address the barriers discussed above.*

[6] [3] Beatriz E. Valenzuela, *Settlement Reached in San Bernardino County Jail Class-Action Lawsuit*, THE SUN (Dec. 14, 2018), https://www.sbsun.com/2018/12/14/settlement-reached-in-san-bernardino-county-jail-class-action-lawsuit/.

i. Government services and facilities

The City of Ontario does not have prominently featured or easily located information about accessibility included on its website.

ii. Public infrastructure (e.g., sidewalks, pedestrian crossings, pedestrian signals)

The City of Ontario's website has a user-friendly online form that residents can use to request that the City address certain issues, including with respect to streets and sidewalks, but this portal does not highlight that relevant requests may pertain to accessibility issues.

iii. Transportation

By contrast, Omnitrans' website has clear, easily findable information both about the accessibility of its programs and regarding how to submit a reasonable accommodation request or file a complaint.

iv. Proficient schools and educational programs

The websites for the two principal school districts serving Ontario have dedicated pages on their websites explaining special education offerings and providing information on students' rights. The relevant page on the Ontario-Montclair School District's site is more easily findable than its counterpart on the Chaffey Union Joint High School District's site.

v. Jobs

This Analysis did not reveal information regarding the reasonable accommodation policies and practices of major employers in Ontario and the broader region.

d. Describe any difficulties in achieving homeownership experienced by people with disabilities and by people with different types of disabilities in the jurisdiction and region.

According to HUD 2012-2016 Comprehensive Housing Affordability Study data, in Ontario, 23.2% of households including persons with disabilities are homeowners as opposed to 54.1% of households that do not include persons with disabilities. This finding aligns with the narrative that people with disabilities face significant obstacles to achieving homeownership, potentially including barriers based on their income levels and resulting from discriminatory practices.

Disproportionate Housing Needs

I. *Describe any disproportionate housing needs experienced by people with disabilities and by people with certain types of disabilities in the jurisdiction and region.*

By type of disability, it is clear that persons with disabilities have housing problems at higher rates. For individuals with hearing disabilities, 51.8% have one or more housing problems. 51.7% of persons with ambulatory disabilities have one or more housing problems. 49.0% of persons with cognitive disabilities have one or more housing problems. Lastly 49.9% of persons with self-care disabilities have one or more housing problems. By contrast, a slightly lower 49.6% of households without members with disabilities have one or more housing problems.

Additional Information

II. Beyond the HUD-provided data, provide additional relevant information, if any, about disability and access issues in the jurisdiction and region including those affecting people with disabilities with other protected characteristics.

This Assessment has made extensive use of local data throughout the Disability and Access section. The sources of data other than HUD-provided data are noted where appropriate.

III. The program participant may also describe other information relevant to its assessment of disability and access issues.

All information relevant to the assessment of disability and access issues is described above as well as in the Contributing Factors Appendix.

Disability and Access Issues Contributing Factors

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the severity of disability and access issues and the fair housing issues, which are Segregation, R/ECAPs, Disparities in Access to Opportunity, and Disproportionate Housing Needs. For each contributing factor, note which fair housing issue(s) the selected contributing factor relates to.

- Access for persons with disabilities to proficient schools
- Access to publicly supported housing for persons with disabilities
- Access to transportation for persons with disabilities
- Inaccessible government facilities or services
- Inaccessible public or private infrastructure
- Lack of access to opportunity due to high housing costs
- Lack of affordable in-home or community-based supportive services
- Lack of affordable, accessible housing in range of unit sizes

DRAFT

- Lack of affordable, integrated housing for individuals who need supportive services
- Lack of assistance for housing accessibility modifications
- Lack of assistance for transitioning from institutional settings to integrated housing
- Lack of local or regional cooperation
- Land use and zoning laws
- Lending discrimination
- Location of accessible housing
- Loss of affordable housing
- Occupancy codes and restrictions
- Regulatory barriers to providing housing and supportive services for persons with disabilities
- Source of income discrimination
- State or local laws, policies, or practices that discourage individuals with disabilities from living in apartments, family homes, supportive housing and other integrated settings

E. Fair Housing Enforcement, Outreach Capacity and Resources

I. List and summarize any of the following that have not been resolved:

- A charge or letter of finding from HUD concerning a violation of a civil rights-related law;
- A cause determination from a substantially equivalent state or local fair housing agency concerning a violation of a state or local fair housing law;
- Any voluntary compliance agreements, conciliation agreements, or settlement agreements entered into with HUD or the Department of Justice;
- A letter of findings issued by or lawsuit filed or joined by the Department of Justice alleging a pattern or practice or systemic violation of a fair housing or civil rights law;
- A claim under the False Claims Act related to fair housing, nondiscrimination, or civil rights generally, including an alleged failure to affirmatively further fair housing; or

DRAFT

- Pending administrative complaints or lawsuits against the locality alleging fair housing violations or discrimination.

There were no unresolved findings, compliance/conciliation/settlement agreements, claims, complaints, or lawsuits regarding fair housing and civil rights laws in the City of Ontario.

II. Describe any state or local fair housing laws. What characteristics are protected under each law?

California Laws

The State Department of Fair Employment and Housing (DFEH) enforces California laws that provide protection and monetary relief to victims of unlawful housing practices. The Fair Employment and Housing Act (FEHA) (Government Code Section 12955 et seq.) prohibits discrimination and harassment in housing practices, including:

- Advertising
- Application and selection process
- Unlawful evictions
- Terms and conditions of tenancy
- Privileges of occupancy
- Mortgage loans and insurance
- Public and private land use practices (zoning_
- Unlawful restrictive covenants

The following categories are protected by FEHA:

- Race or color
- Ancestry or national origin
- Sex, including Gender, Gender Identity, and Gender Expression
- Marital status
- Source of income
- Sexual orientation
- Familial status (households with children under 18 years of age)

DRAFT

- Religion
- Mental/physical disability
- Medical condition
- Age
- Genetic information

In addition, FEHA contains similar reasonable accommodations, reasonable modifications, and accessibility provisions as the Federal Fair Housing Amendments Act. FEHA explicitly provides that violations can be proven through evidence of the unjustified disparate impact of challenged actions and inactions and establishes the burden-shifting framework that courts and the Department of Fair Employment and Housing must use in evaluating disparate impact claims.

The Unruh Civil Rights Act provides protection from discrimination by all business establishments in California, including housing and accommodations, because of age, ancestry, color, disability, national origin, race, religion, sex, and sexual orientation. While the Unruh Civil Rights Act specifically lists "sex, race, color, religion, ancestry, national origin, disability, and medical condition" as protected classes, the California Supreme Court has held that protections under the Unruh Act are not necessarily restricted to these characteristics. In practice, this has meant that the law protects against arbitrary discrimination, including discrimination on the basis of personal appearance.

Furthermore, the Ralph Civil Rights Act (California Civil Code Section 51.7) forbids acts of violence or threats of violence because of a person's race, color, religion, ancestry, national origin, age, disability, sex, sexual orientation, political affiliation, or position in a labor dispute. Hate violence can include: verbal or written threats; physical assault or attempted assault; and graffiti, vandalism, or property damage.

The Bane Civil Rights Act (California Civil Code Section 52.1) provides another layer of protection for fair housing choice by protecting all people in California from interference by force or threat of force with an individual's constitutional or statutory rights, including a right to equal access to housing. The Bane Act also includes criminal penalties for hate crimes; however, convictions under the Act may not be imposed for speech alone unless that speech itself threatened violence.

Finally, California Civil Code Section 1940.3 prohibits landlords from questioning potential residents about their immigration or citizenship status. In addition, this law forbids local jurisdictions from passing laws that direct landlords to make inquiries about a person's citizenship or immigration status.

In addition to these acts, Government Code Sections 11135, 65008, and 65580-65589.8 prohibit discrimination in programs funded by the State and in any land use decisions. Specifically, recent changes to Sections 65580-65589.8 require local jurisdictions to address the provision of housing options for special needs groups, including:

DRAFT

- Housing for persons with disabilities (SB 520)
- Housing for homeless persons, including emergency shelters, transitional housing, and supportive housing (SB 2)
- Housing for extremely low-income households, including single-room occupancy units (AB 2634)
- Housing for persons with developmental disabilities (SB 812)

City of Ontario Laws

The City of Ontario's Development Code, Section 4.02.035, Fair Housing and Reasonable Accommodations provides specific procedures for reasonable accommodation through a Fair Housing and Reasonable Accommodation request.[4]

Additional Information

I. Identify any local and regional agencies and organizations that provide fair housing information, outreach, and enforcement, including their capacity and the resources available to them.

The Inland Fair Housing and Mediation Board

The Inland Fair Housing and Mediation Board (IFHMB) is a fair housing agency serving the City of Ontario as well as much of the broader region. IFHMB's central office is located in Ontario. IFHMB conducts fair housing counseling, education and enforcement; landlord-tenant housing, ADA transportation, mobile home housing, and ADR court mediation; and first-time homebuyer, default/foreclosure, and reverse-mortgage counseling. The City provides CDBG funding to IFHMB for their fair activities in Ontario.

In addition to IFHMB, the California Apartment Association Greater Inland Empire, the Citrus Valley Association of Realtors, and the Inland Valley Association of Realtors provide training on fair housing issues to their members.

Inland County Legal Services

Inland County Legal Services (ICLS) provides an array of legal services to low-income people in San Bernardino and Riverside Counties. Founded in 1958. ICLS receives funding thought the Legal Services Corporation (LSC). ICLS has a housing law program that focuses on increasing and preserving affordable, quality housing. ICLS has a central housing hotline and they provide education, counseling and advice, negotiation, and direct representation to tenants fighting illegal harassment by landlords, challenging unfair termination from programs such as the Housing Choice Voucher program, and getting needed repairs made to their homes.

[4] https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Documents/Planning%20Documents/Development%20Code/Chapter%204%200%20-%20Permits%20Actions%20and%20Decisions_20190702.pdf

DRAFT

ICLS provides pass-through funding to the Inland Empire Latino Lawyers Association (IELLA) and Legal Aid Society of San Bernardino (LAASB). IELLA and LAASB provide free legal services to underserved residents living in Riverside and San Bernardino Counties. IELLA's main focus is family law but they offer legal assistance on landlord/tenant matters, specifically dispute resolution and eviction defense. LAASB has a housing project that assists on landlord/tenant matters.

Fair Housing Enforcement, Outreach Capacity, and Resources Contributing Factors

Consider the listed factors and any other factors affecting the jurisdiction and region. Identify factors that significantly create, contribute to, perpetuate, or increase the lack of fair housing enforcement, outreach capacity, and resources and the severity of fair housing issues, which are Segregation, R/ECAPs, Disparities in Access to Opportunity, and Disproportionate Housing Needs. For each significant contributing factor, note which fair housing issue(s) the selected contributing factor impacts.

- Lack of local private fair housing outreach and enforcement
- Lack of resources for fair housing agencies and organizations
- Lack of state or local fair housing laws

DRAFT

V. FAIR HOUSING GOALS AND PRIORITIES

If implemented, the goals and strategies below will serve as an effective basis for affirmatively furthering fair housing by reducing patterns of segregation, mitigating displacement, addressing disproportionate housing needs, and increasing access to opportunity for members of protected classes.

Goal #1: Increase the supply of affordable housing in high opportunity areas.

Ontario has a significant portion of its residents who are rent-burdened and facing severe housing problems. Additionally, publicly supported affordable housing accounts for slightly under 3% of the total housing stock, and Ontario and its environs are experiencing rapidly rising housing costs. Members of protected classes, particularly Hispanic and Black residents, experience these problems most acutely. These indicate a need to expand the supply of affordable housing.

a. Explore the creation of new funding sources of affordable housing.

The State of California has approved several measures to issue bonds for affordable housing.

b. Using best practices from other jurisdictions, explore policies and programs that increase the supply affordable housing, such as linkage fees, inclusionary housing, public land set-aside, community land trusts, transit-oriented development, expedited permitting and review, and reduced building permit fees for nonprofit developers.

The above policies and practices have resulted in an increase in affordable housing in jurisdictions throughout the region and in California in particular. There has been an increase in the supply of affordable housing in cities that have adopted these best practices.

c. Explore opportunities to provide low-interest loans to single-family homeowners and grants to homeowners with household incomes of up to 120% of the Area Median Income to develop accessory dwelling units with affordability restriction on their property.

In 2019, the California Legislature passed AB 68 and AB 881 which permit the placement of two accessory dwelling units (ADUs), including one "junior ADU," on a lot with an existing or proposed single-family home statewide. Due to high construction costs and high demand, the small size of ADUs is not sufficient to ensure that they will be affordable by design. Instead, local governments will need to provide financial assistance in order to incentivize homeowners to make their ADUs affordable. Because it can be difficult for homeowners to access bank financing to build ADUs, there is likely to be demand for such incentives among homeowners. As a condition of receiving assistance, jurisdictions should also require homeowners to attend fair housing training and to maintain records that facilitate audits of their compliance with non-discrimination laws. Individual homeowners who do not have experience as landlords may have less knowledge of the law than established landlords and may also be more likely to act upon their implicit biases in renting units.

d. Align zoning codes to conform to recent California affordable housing legislation.

California passed several affordable housing bills that became effective on January 1, 2020. Examples include as AB 1763, which expands existing density bonus law for 100% affordable housing projects

DRAFT

to include unlimited density around transit hubs with an additional three stories or 33 feet of height, and AB 68, which allows two ADUs on a single lot, as well as multiple ADUs on multifamily lots with limited design requirement that cities can impose and an approval process of 60 days. This and other legislation necessitate changes to Ontario's zoning code.

Goal #2: Increase community integration for persons with disabilities

a. Prioritize HOME funding for developments that include permanent supportive housing for non-elderly persons with disabilities.

There is a lack of permanent supportive housing for non-elderly persons with disabilities in Ontario. By prioritizing HOME funding for such projects, which should ideally set aside 10-25% of units for persons with disabilities who need supportive services, the City can help make development proposals more competitive for LIHTC and Mental Health Services Act assistance.

Goal #4: Ensure equal access to housing for persons with protected characteristics, who are disproportionately likely to be lower-income and to experience homelessness.

a. Conduct fair housing training for landlords and tenants on California's Source of Income Discrimination protections to reduce the number of voucher holders turned away.

Although California law provides strong legal tools to combat source of income discrimination, some landlords violate these laws, as they do housing discrimination laws more generally. Targeted education efforts would help to reduce the incidence of unlawful source of income discrimination. Attendees at community stakeholder meetings were unaware that landlords are required to accept vouchers and third-party checks and would benefit from fair housing education.

DRAFT

VI. CONTRIBUTING FACTORS APPENDIX

Access for Students with Disabilities to Proficient Schools

Access for students with disabilities to proficient schools may be a significant contributing factor to fair housing issues. As discussed in the Disability and Access section of this Analysis, students with disabilities in the school districts serving Ontario are suspended at higher rates than their peers and graduate high school at lower rates than their peers. This Analysis identified one report of a local school district allegedly failing to educate a student with a disability in the least restrictive environment though that complaint did not result in a finding of discrimination.

Access to Transportation for Persons with Disabilities

Access to transportation for persons with disabilities may be a contributing factor to fair housing issues in Ontario. The main barrier to transportation for persons with disabilities in Ontario is the lack of public transportation infrastructure generally, including long wait times for buses. Because many persons with disabilities are dependent on public transportation, these problems hit persons with disabilities especially hard. Omnitrans provides Access Service for persons with disabilities who are unable to independently use the fixed route bus service. The Access service area is up to 3/4 mile on either side of an existing bus route, thereby encompassing all assisted and senior housing facilities in Ontario. All buses are equipped with wheelchair accessible ramps or lifts and securement, low floor kneeling buses; audio and visual on-board bus stop announcements, and TDD/TTY access via the California Relay Service, 711.

Access to Financial Services

Access to financial services may be a contributing factor to fair housing issues for residents of Ontario. There appear to be numerous banks and credit unions in Ontario, mainly in the commercial district on Grove Avenue and East Guasti Road north of the airport. However, there are also a plethora of payday lenders located in or near the R/ECAPs in Ontario. A 2016 report from the California Department of Business Oversight noted that, while 38.7% of California's population was Hispanic, the average percentage of Hispanic residents in zip codes with six or more storefront payday lenders was 53%.[5] Payday loans often lead to a cycle of debt that impedes individuals' access to opportunity and economic mobility more generally. In Ontario and the region, that phenomenon appears to be especially likely to harm Hispanic residents.

Access to Publicly Supported Housing for Persons with Disabilities

Access to publicly supported housing for persons with disabilities may be a significant contributing factor to fair housing issues in Ontario and the region. Persons with disabilities are generally able to access Housing Choice Vouchers at rates that are commensurate with their share of the income-eligible population; however, other types of publicly supported housing in Ontario almost exclusively serve seniors, leaving limited options for non-elderly persons with disabilities. This analysis does not include privately-owned deed -restricted affordable housing units. Available data shows that persons with disabilities make up disproportionately small shares of Project-Based Section 8 and Other Multifamily (in the case of Ontario, Section 202) housing although it appears likely that housing providers reporting data to HUD are not recording the disability status of elderly residents, many of whom have disabilities.

[5] *The Demographics of California Payday Lending: A Zip Code Analysis of Storefront Locations*, CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT (2016), https://dbo.ca.gov/wp-content/uploads/sites/296/2019/02/The-Demographics-of-CA-Payday-Lending-A-Zip-Code-Analysis-of-Storefront-Locations.pdf.

DRAFT

Admissions and Occupancy Policies and Procedures, Including Preferences in Publicly Supported Housing

Admissions and occupancy policies and procedures, including preferences in publicly supported housing may be a significant contributing factor to fair housing issues in Ontario. The Housing Authority of the County of San Bernardino (HACSB) has a criminal background screening policy that might be overly restrictive. For example, the Housing Authority considers any criminal activity that occurred as long as seven years ago, even misdemeanors.[6] In addition, the Housing Authority also considers pending criminal charges even if there was no conviction. Moreover, the predominance of publicly supported housing for seniors in Ontario limits housing choice for families. This analysis does not include other locally administered rental assistance programs.

Availability of Affordable Units in a Range of Sizes

The availability of affordable units in a range of sizes may be a significant contributing factor to fair housing issues in Ontario. Overcrowding Ontario and the region is very high; over 15% of Hispanic households experience overcrowding. There are only 80 hard units of publicly supported housing with two or more bedrooms and no public housing units in Ontario. This analysis does not include privately-owned deed-restricted affordable housing units.

Availability, Type, Frequency, and Reliability of Public Transportation

The availability, type, frequency, and reliability of public transportation may be contributing factors to fair housing issues in Ontario. Like most other Southern California jurisdictions, the vast majority of Ontario residents drive to work and only a small portion take public transportation. The City of Ontario is part of a regional transportation system which includes bus, curb-to-curb Access, and rail systems. Ontario is also serviced by Metrolink, the Southern California rail system. The Ontario East station lies on the Riverside line, providing direct access to Los Angeles Union Station to the West and Downtown Riverside to the East. During community meetings, none of the stakeholder found transportation to be excellent. Problems expressed included the long waiting times for buses, difficulty getting on buses with strollers and packages, the lack of enforcement of handicapped-only seating, and unsafe conditions at bus shelters.

Community Opposition

Community Opposition may be a contributing factor to fair housing issues in Ontario and the region. According to a recent report by the UC Riverside School of Business, Center for Economic Forecasting and Development on Southern California's progress under the state's Regional Housing Needs Assessment (RHNA), the fundamental obstacle to achieving mandated housing goals include considerable local opposition to development.[7] In addition, state and regional landlord associations such as the California Apartment Association, the California Landlord

Association, and the Apartment Owners Association of California have organized to oppose rent control and anti-eviction legislation.

Deteriorated and Abandoned Properties

[6] Administrative Plan, Housing Authority of the County of San Bernardino, page 3-9. http://ww2.hacsb.com/files/pdf/hcv/admin-plan-november-2018.pdf

[7] UC Riverside School of Business Center for Economic Forecasting and Development, *California's Housing Crisis: Goals and Production in Southern California*, April 2019. https://ucreconomicforecast.org/wp-content/uploads/2019/04/SCAG_Housing_White_Paper_Digital_4_11_2019.pdf

Deteriorated and abandoned properties is a significant contributing factor to fair housing issues in Ontario. Ontario experienced a surge in deteriorated and abandoned properties in the wake of the foreclosure crisis. Although the number of foreclosures in Ontario has gradually abated over the ensuring years, there are 812 vacant housing units that is categorized as "Other Vacant" in the American Community Survey. These are the vacant units that are most likely to be abandoned rather than capturing vacation rentals and units that are currently on the rental or sales market. Additionally, in Ontario more than one-third of Hispanic and Black households have severe housing problems. has higher rates than the region in the severe housing problems category. 31.28% of households have four or more severe housing problems compared to 26.37%.

Displacement and Lack of Housing Support for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking

Displacement and lack of housing support for victims of domestic violence, dating violence, sexual assault, and stalking are not significant contributing factors to fair housing issues in Ontario. California state law protects victims of domestic violence, sexual assault, stalking, human trafficking, or abused elder or dependent adult who terminates their lease early.[8] The tenant must provide written notice to the landlord, along with a copy of a temporary restraining order, emergency protective order, or protective order that protects the household member from further domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or dependent adult. Alternatively, proof may be shown by submitting a copy of a written report by a peace officer stating that the victim has filed an official report, or documentation from a qualified third party acting in their professional capacity to indicate the resident is seeking assistance for physical or mental injuries or abuse stemming from the abuse at issue. Notice to terminate the tenancy must be given within 180 days of the issuance date of the qualifying order or within 180 days of the date that any qualifying written report is made. This analysis did not reveal specific evidence of noncompliance with these requirements in Ontario or of other barriers faced by domestic violence survivors.

Displacement of Residents Due to Economic Pressures

Displacement of residents due to economic pressures may be a significant contributing factor to fair housing issues in Ontario. The map below from the Urban Displacement Project at the University of California Berkeley shows census tracts that experienced gentrification both between 1990 and 2000 and between 2000 and 2015 (in red), census tracts that experienced gentrification between 2000 and 2015 (in light blue), census tracts that experienced gentrification between 1990 and 2000 (in dark blue), and disadvantaged communities that have not gentrified (in tan). Though the Urban Displacement Project does not map the risk of future gentrification in displacement in Southern California, the areas most vulnerable to gentrification and displacement in the future are disadvantaged areas located near areas that have already gentrified and disadvantaged areas located near major transit assets as well as anchors such as airports, hospitals, and universities. This seems to suggest that in Ontario, with its concentration of Hispanic residents, may be subject to future displacement.

[8] https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum= 1946.7

MapVI-1: Los Angeles – Gentrification and Displacement[9]

Impediments to Mobility

Impediments to mobility are a significant contributing factor to segregation and disparities in access to opportunity and segregation in Ontario and the region. Although the Housing Authority of San Bernardino County does not appear to have restrictions on portability that are more onerous than those established by HUD regulation, the Housing Authority has not voluntarily adopted Small Area Fair Market Rents. As a result, the purchasing of Housing Choice Vouchers, disproportionately utilized by people of color and persons with disabilities, is often inadequate to facilitate moves to predominantly white high-opportunity areas. The inadequacy of payment standards is a consistent problem across housing authorities in Southern California. However, as a Move-To-Work agency, the Housing Authority has established regional Fair Market Rents based on submarkets to allow more availability in higher market areas.

Inaccessible Government Facilities or Services

Inaccessible government facilities or services are not a significant contributing factor to fair housing issues in Ontario. This Analysis did not reveal examples of government facilities or services in Ontario that are inaccessible.

Inaccessible Public or Private Infrastructure

Inaccessible public or private infrastructure is not a significant contributing factor to fair housing issues in Ontario. This Analysis did not reveal examples of public or private infrastructure in Ontario that is inaccessible.

Lack of Access to Opportunity Due to High Housing Costs

[9] https://www.urbandisplacement.org/maps/los-angeles-gentrification-and-displacement/#

Lack of access to opportunity due to high housing costs may be a significant contributing factor in Ontario and throughout Southern California. The Disparities in Access to Opportunity section found that educational, transportation, and economic opportunities are generally even among racial and ethnic categories; environmental opportunity is lower across all categories when compared to the region. However, high housing costs have resulted in displacement of residents to jurisdictions north and east of Ontario where there are more affordable housing options.

Lack of Affordable, Accessible Housing in Range of Unit Sizes

Lack of affordable, accessible housing in a range of unit sizes may be a significant contributing factor to fair housing issues in Ontario. As discussed in connection with several other contributing factors, there is a general shortage of affordable housing throughout the region. This is exacerbated by the fact that, as discussed in relation to the availability of affordable units in a range of sizes, the majority of publicly supported housing units are reserved for seniors and there is no public housing units. Low-income households are dependent upon the Housing Choice Voucher program to access housing. However, unlike with Project-Based Section 8 units, for example, there is no requirement that privately owned and managed units that tenants use vouchers to rent meet the heightened accessibility requirements of Section 504 of the Rehabilitation Act. This shortage has a particular effect on low-income families in which at least one member has a disability that requires accessibility features, and persons with disabilities who require the services of live-in aides.

Lack of Affordable In-Home or Community-Based Supportive Services

Lack of affordable in-home or community-based supportive services may be a significant contributing factor to fair housing issues in Ontario. Although robust home and community-based services are available through Medicaid-funded programs, across types of disabilities, undocumented adults face barriers due to federal restrictions of Medicaid assistance for undocumented people. The California Legislature has and approved state funding for Medi-Cal services for undocumented people until they reach the age of 26, a critical investment that exceeds that of any other state, but there remains a funding gap for services for most undocumented adults.

Lack of Affordable, Integrated Housing for Individuals Who Need Supportive Services

Lack of affordable, integrated housing for individuals who need supportive services may be a significant contributing factor to fair housing issues in Ontario. This is a significant contributing factor for two reasons. First, the shortage of permanent supportive housing throughout Ontario in comparison to the total need is characteristic of the broader shortage of affordable housing generally. Second, although there are some programs that specifically focus on providing permanent supportive housing to individuals with disabilities including developments built with Mental Health Services Act funds and Mainstream Housing Choice Vouchers in San Bernardino County (though not in Ontario), there has not been a concerted effort to raise local bond funds for affordable housing and then to prioritize permanent supportive housing with a portion of bond proceeds like there has been in some other California jurisdictions, including Los Angeles County and Santa Clara County.

DRAFT

Lack of Assistance for Transitioning from Institutional Settings to Integrated Housing

Lack of assistance for transitioning from institutional settings to integrated housing is not a significant contributing factor to fair housing issues in Ontario. Rolling Start, Inc. provides robust services to individuals transitioning from institutional settings to integrated housing, and there is no indication that they are unable to meet the total need for such services.

Lack of Community Revitalization Strategies

Lack of community revitalization strategies may be a significant contributing factor to fair housing issues in Ontario. Ontario has a disproportionately high number of low-income Hispanic residents in comparison with the region. There are several new developments planned in Ontario, including workforce attainable housing in the downtown area that will also feature a business technology incubator. There is a risk of displacement that would prevent long-time residents from benefiting from this revitalization. To mitigate this risk, the City has adopted anti-displacement strategies that include preferences for current Ontario residents and employees at two of the new affordable housing developments in downtown Ontario.

Lack of Local or Regional Cooperation

Lack of local or regional cooperation may be a significant contributing factor to fair housing issues in Ontario. Although Ontario's contribution towards meeting the affordable housing needs of the region is significant, multiple jurisdictions in the region fail to meet the required Regional Housing Needs Assessment. In addition, although Ontario's zoning and land use policies provide opportunities for multifamily affordable housing developments, other jurisdictions' policies reflect a lack of commitment to a regional approach to promoting integration and access to opportunity. The inaction of these municipalities, which could be remedied through a more regional approach to meeting housing and service needs, puts a disproportionate burden on Ontario.

Lack of Local Private Fair Housing Outreach and Enforcement

Lack of local private fair housing outreach and enforcement may be a significant contributing factor to fair housing issues in Ontario. Ontario is served by Inland Fair Housing and Mediation Board (IFHMB), a high-quality private non-profit fair housing organization and they receive funding support through the City. However, IFHMB are underfunded and understaffed in comparison to the total need for their services.

Lack of Local Public Fair Housing Enforcement

Lack of local public fair housing enforcement is not a contributing factor to fair housing issues in Ontario. The California Department of Fair Employment and Housing is the enforcement mechanism for fair housing claims. While the Department is large and well-funded, they do operate across the very large state and the nearest office to Ontario is in downtown Los Angeles. Given that administrative processes can take a very long time, additional enforcement power provided by the Ontario government could assist residents with faster and more localized enforcement options.

Lack of Meaningful Language Access for Individuals with Limited English Proficiency

Lack of meaningful language access for individuals with limited English proficiency may be a significant contributing factor to fair housing issues in Ontario. Private landlords generally are not required to provide leases or other key documents or communications in the primary languages of individuals with limited English proficiency (LEP). This can create confusion about individuals' rights. In addition, the City of Ontario's website does not provide information in Spanish despite more than 70 per cent of the population being Hispanic.

DRAFT

Lack of Private Investment in Specific Neighborhoods

Lack of private investment in specific neighborhoods may be a significant contributing factor to fair housing issues in Ontario. There are neighborhoods, particularly disproportionately low-income, predominantly Hispanic neighborhoods, that have historically been subject to disinvestment by the private sector. However, in recent years Ontario has begun to see an uptick in additional private investment.

Lack of Public Investment in Specific Areas

Lack of public investment in specific neighborhoods is not a significant contributing factor to fair housing issues in Ontario This analysis did not reveal evidence of disparities in public infrastructure between areas that are in R/ECAPs and those that are not.

Lack of Resources for Fair Housing Agencies and Organizations

Lack of resources for fair housing agencies and organizations may be a significant contributing factor to fair housing issues in Ontario, IFHMB provides enforcement, outreach, and education to residents of Ontario and the surrounding region. However, the size of the federal Fair Housing Initiatives Program, the primary funding program for fair housing organizations, has failed to keep up with inflation, making Congress's appropriations worth less over time. In order to meet the needs of residents of a large and diverse region, greater levels of resources are required.

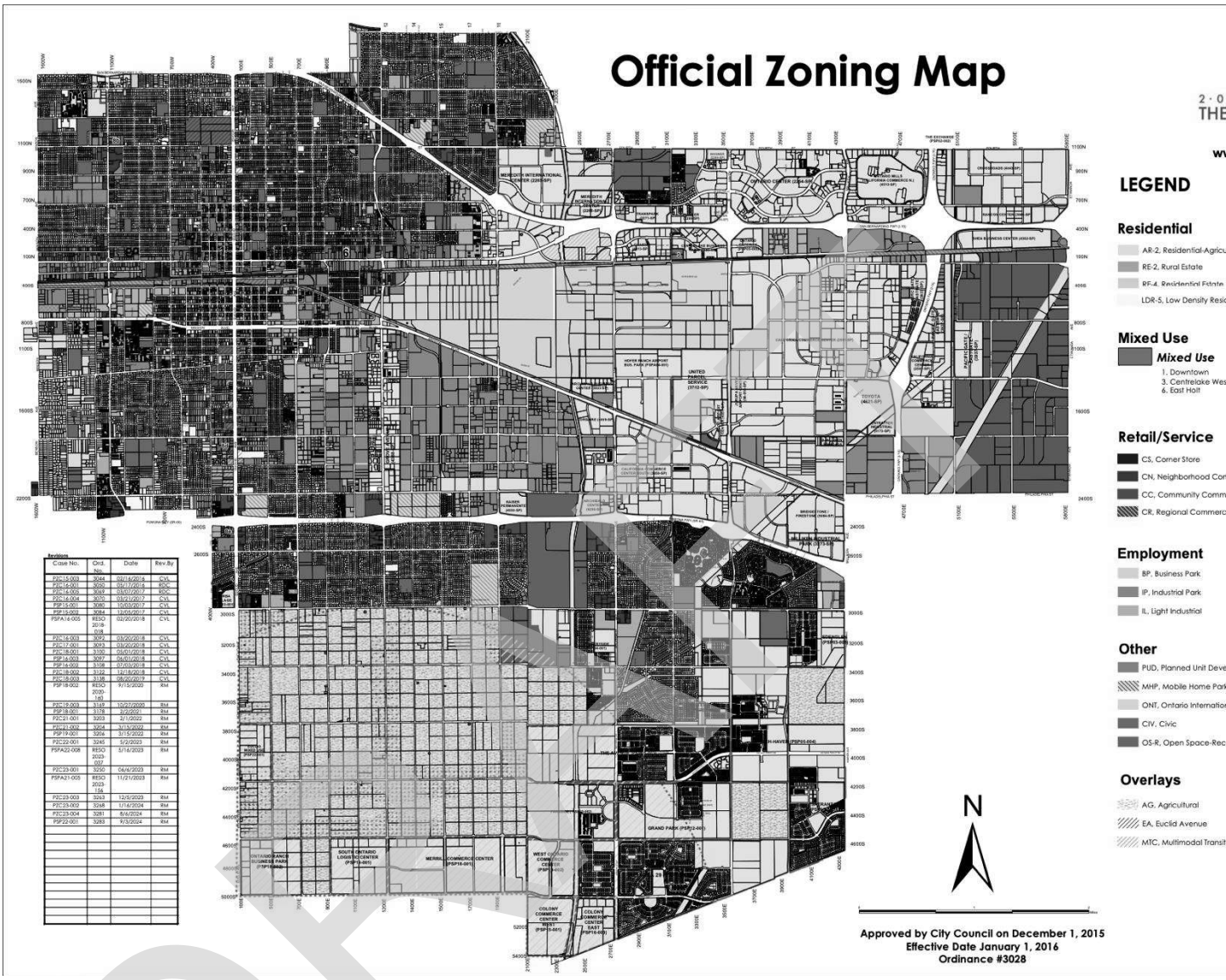
Lack of State or Local Fair Housing Laws

Lack of state or local fair housing laws is not a contributing factor to fair housing issues in Ontario. The state of California has robust anti -discrimination provisions in both the Fair Employment and Housing Act, The Unruh Civil Rights Act, The Ralph Civil Rights Act and The Bane Civil Rights Act. In addition, the California Legislature recently passed SB 222 and SB 329, banning the practice of discrimination against voucher holders statewide. Despite the fact that Ontario does not have its own specific anti -discrimination provisions other than those for reasonable accommodations, these strong statewide laws ensure that there are not significant gaps in non-discrimination protections for residents of Ontario. If Ontario enacted local protections, however, it may be able to qualify as a Fair Housing Assistance Program agency and receive federal funds for processing and investigating discrimination complaints.

Land Use and Zoning Laws

Land use and zoning laws are not a significant contributing factor to fair housing issues in Ontario. Ontario's zoning code has a range of zoning that permits multifamily developments in many parts of the city. Ontario has fewer single-family homes than in the region and fewer large apartment buildings. There is a preponderance of buildings with two to nine units and a low proportion of land reserved solely for single family developments. See zoning map below.

DRAFT



Revisions

Case No.	Ord. No.	Date	Rev.By
PZC15-003	3044	02/16/2016	CVL
PZC16-001	3050	03/17/2016	BDC
PZC16-003	3069	03/07/2017	BDC
PZC16-004	3070	03/21/2017	CVL
PSP15-001	3080	10/03/2017	CVL
PSP15-008	3084	12/05/2017	CVL
PSPA14-005	RESO 2018-018	02/20/2018	CVL
PZC16-005	3092	03/20/2018	CVL
PZC17-001	3093	03/20/2018	CVL
PZC18-001	3100	05/01/2018	CVL
PSP16-003	3097	06/01/2018	CVL
PSP16-002	3108	07/03/2018	CVL
PZC18-002	3112	12/18/2018	CVL
PZC18-003	3138	08/20/2019	CVL
PSP18-002	RESO 2020-165	9/15/2020	RM
PZC19-003	3149	10/27/2020	RM
PSP18-001	3159	2/2/2021	RM
PZC21-001	3203	2/1/2022	RM
PZC21-002	3204	3/15/2022	RM
PSP19-001	3206	3/15/2022	RM
PZC22-001	3245	5/2/2023	RM
PSPA22-008	RESO 2023-037	5/16/2023	RM
PZC23-001	3250	06/4/2023	RM
PSPA21-005	RESO 2023-15a	11/21/2023	RM
PZC23-003	3263	12/5/2023	RM
PZC23-002	3268	1/16/2024	RM
PZC23-004	3281	8/6/2024	RM
PSP22-001	3283	9/3/2024	RM

DRAFT

Lending Discrimination

Lending discrimination may be a contributing factor to fair housing issues in Ontario. Given the scarcity of affordable rental housing and high cost of living within Ontario, loan opportunities for home improvement, purchase, and refinancing are important tools for moderate and low-income households. Using Home Mortgage Disclosure Act (HMDA) data, white residents are most likely to have their loan applications result in originated loans, Blacks are least likely, and Hispanics fall between the two groups. Hispanic borrowers are most likely to receive a high-priced loan followed by Black borrowers, while white and Asian borrowers are least likely to be given a high cost loan. The data is similar for the region.

Location and Type of Affordable Housing

The location and type of affordable housing may be a contributing factor to fair housing issues in Ontario. The location of affordable housing in concentrated near or surrounding R/ECAPs, but also near public transportation.

Location of Accessible Housing

The location of accessible housing may be a significant contributing factor to fair housing issues in Ontario. The location of accessible housing tends to track areas where there are concentrations of publicly supported housing. Publicly supported housing in Ontario is concentrated near or in R/ECAPs whereas LIHTC developments are more scattered across the city. Overall, siting more publicly supported housing in higher-income communities with access to proficient schools would help ensure that persons with disabilities who need accessibility features in their homes have a full range of neighborhood choices available to them. This analysis does not include privately-owned deed-restricted affordable housing units.

Location of Employers

The location of employers is not a significant contributing factor to fair housing issues in Ontario. Ontario residents in general, the majority of whom are Hispanic, have greater access to job centers than do predominantly white communities in the region due to the routing of transportation and logistics jobs located near the airport and the location of a Metrolink that links Ontario to Los Angeles.

Location of Environmental Health Hazards

The location of environmental health hazards may be a contributing factor to fair housing issues in Ontario and the region. The environmental health hazard exposure index summarizes potential exposure to harmful toxins including carcinogenic, respiratory, and neurological hazards. Values are percentile ranked and range from 0 to 100, with higher values corresponding to less exposure to harmful toxins. Data is computed for U.S. counties by applying summary statistics across all census tracts present in a county and is current as of 2015. San Bernardino County has an exposure index of 21 out of a maximum of 99, which is low.[10] However, the entire Southern California region suffers from poor environmental health hazard exposures. The highest in the broader region is Palm Springs at 39; the lowest is Los Angeles at 6. There are no Superfund sites located in the region.

Location of Proficient Schools and School Assignment Policies

The location of proficient schools and school assignment policies may be significant contributing factors to fair housing issues in Ontario. The schools with the highest proficiency in western San

[10] https://www.opendatanetwork.com/entity/0500000US06071/San_Bernardino_County_CA/health.environmental_health.env-health-idx-median?year=2015

Bernardino County are generally located further north in the foothills of the San Gabriel Mountains. This distribution of proficient schools maps on to patterns of residential racial and ethnic segregation, with disproportionately White population in areas with high performing schools and relatively low Hispanic population in those areas. District boundaries frequently map onto municipal boundaries, which in turn correlate to patterns of segregation. Inter-district transfers are only available for extremely limited circumstances. This Analysis did not reveal school assignment policies that contribute to segregation within individual school districts.

Loss of Affordable Housing

The loss of affordable housing may be a significant contributing factor to fair housing issues in Ontario. When subsidy contracts expire, the housing providers that often have the least economic incentive to renew their affordability restrictions are those that are located in higher opportunity areas or in areas that are gentrifying or at risk of gentrification. In Ontario, Dale Apartments, a 74-unit apartment building funded through LIHTC, has reverted to market-rate housing after the affordability restrictions expired. The loss of other developments could contribute to segregation and fuel displacement.

Occupancy Codes and Restrictions

Occupancy codes and restrictions are not contributing factor to fair housing issues in Ontario. The City of Ontario deems all residential care facilities or group homes with six or fewer residents to constitute single-family residences, thus allowing the operation of such facilities in residential districts. Additionally, the zoning code's definition of a "family" is written in a manner that does not arbitrarily limit households to related persons. So long as a residential care facility has six or fewer residents, it is clear that those obstacles do not apply

Outstanding Violations of Fair Housing or Other Civil Rights Law

Outstanding violations of fair housing or other civil rights law are not a contributing factor to fair housing issues in Ontario. The City does not have any pending allegations of civil rights or fair housing violations, nor is it currently under any sort of investigation, consent agreement, or compliance agreement with Department of Justice.

Private Discrimination

Private discrimination may be a significant contributing factor to fair housing issues in Ontario. Between 2018-2019, there were approximately 180 incidents of discrimination that were investigated by the IFHMB. In addition, stakeholders reported the persistent nature of housing discrimination.

Quality of Affordable Housing Information Programs

The quality of affordable housing information programs may be a significant contributing factor to fair housing issues in Ontario. The Housing Authority of the County of San Bernardino does not operate a mobility counseling program. Mobility counseling programs help inform voucher holders of opportunities to use their assistance in higher opportunity areas, assist with applying for units in higher opportunity areas, and provide support in adjusting to life in different neighborhoods have demonstrated effectiveness in helping voucher holders make moves that foster integration.[11] The lack of mobility counseling is not the only barrier to voucher holders accessing higher opportunity areas, but, as the discussion of impediments to mobility reveals, there may be some rental units available

[11] Mary K. Cunningham et al., *Moving to Better Neighborhoods with Mobility Counseling*, URBAN INSTITUTE (Mar. 2005), https://www.urban.org/sites/default/files/publication/51506/311146-Moving-to-Better-Neighborhoods-with-Mobility-Counseling.PDF.

within housing authority payment standards in higher opportunity areas, but the availability would be greater if the Housing Authority implemented Small Area Fair Market Rents. Although the Housing Authority, as a Move-To-Work agency, has adopted regional Fair Market Rents based on submarket regions within San Bernardino County.

Regulatory Barriers to Providing Housing and Supportive Services for Persons with Disabilities

Regulatory barriers to providing housing and supportive services for persons with disabilities is not a significant contributing factor to fair housing issues for persons with disabilities in Ontario. The amount of affordable housing available (and its cost), the extent of outreach and capacity among service providers, and the scope of service provision may be the major causes of segregation for persons with disabilities. To the extent that barriers are regulatory in nature, they typically overlap with the zoning and land use barriers to the construction of affordable housing. This Analysis discusses those in detail in the analysis of the land use and zoning laws contributing factor. This Analysis also discusses restrictions on group homes in connection with the occupancy codes and restrictions contributing factor.

Siting Selection Policies, Practices, and Decisions for Publicly Supported Housing, Including Discretionary Aspects of Qualified Allocation Plans and Other Programs

Siting selection policies, practices, and decisions for public supported housing, including discretionary aspects of Qualified Allocation Plans and other programs is not a significant contributing factor to fair housing issues. The California Tax Credit Allocation Committee's (CTAC's) Qualified Allocation Plan (QAP) incentivizes family-occupancy Low Income Housing Tax Credit (LIHTC) development in what it terms "High Resource" or "Highest Resource" areas. As the maps below illustrate, these areas are generally high opportunity areas that are disproportionately white. LIHTC development in these areas would contribute to greater residential racial integration. Developers have reported that the incentives to build affordable housing in these areas may not be sufficient to overcome differences in land costs between higher opportunity areas and historically disinvested areas. Nonetheless, in light of the incentives for LIHTC development in High Resource and Highest Resource areas, the QAP does not currently contribute to segregation. The first map is the current CTCAC Opportunity Map, which categorized Ontario as a high segregation and poverty area. The second map is the proposed 2020 Opportunity Map, which categorizes Ontario as a community with low resources but not one of high segregation and poverty.

Source of Income Discrimination

Source of income discrimination may be a significant contributing factor to fair housing issues in Ontario. In October of 2019, Governor Newsom signed into law SB 329, which prohibits discrimination in housing based on use of a Housing Choice Voucher or other tenant-based rental assistance. Previously, no protections for voucher holders had existed in Ontario and the region. As the source of income discrimination law has just been passed, it is difficult to say whether (now) illegal discrimination will continue in Ontario, although stakeholders raised this issue recently at community meetings. A comprehensive landlord education campaign could help avert this, as well as comprehensive voucher counseling to help voucher holders navigate the real estate market.

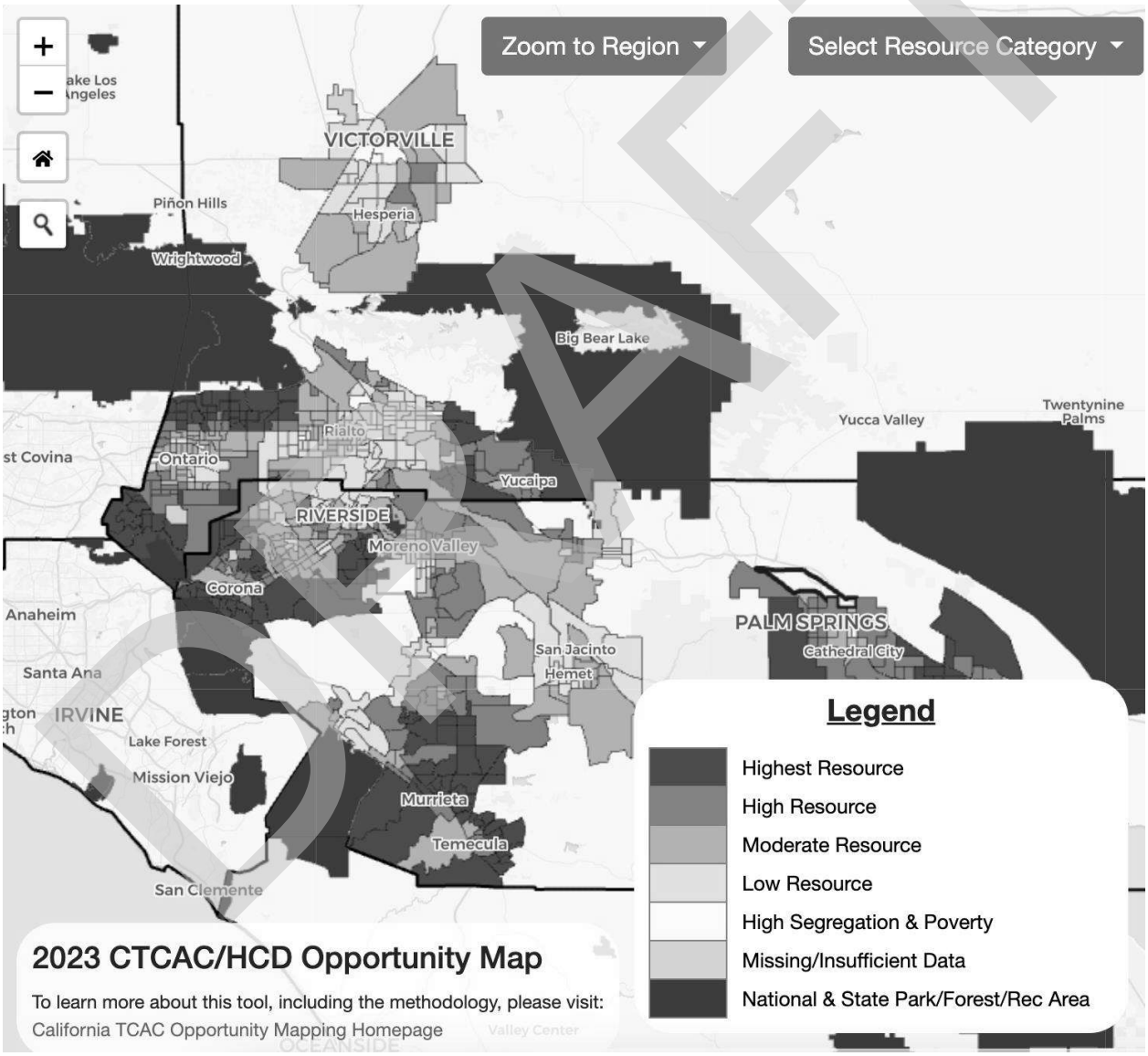
State of Local Laws, Policies, or Practices That Discourage Individuals with Disabilities from Living in Apartments, Family Homes, Supportive Housing, and Other Integrated Settings

DRAFT

State or local laws, policies, or practices that discourage individuals with disabilities from living in apartments, family homes, supportive housing, and other integrated settings are not a significant contributing factor to fair housing issues in Ontario. A severe shortage of available, integrated affordable housing is the primary driver of the segregation of persons with disabilities, rather than laws, policies, or practices that discourage persons with disabilities from living in integrated housing. This Analysis discusses restrictions on group homes and community residences in connection with the occupancy codes and restrictions contributing factor.

Unresolved Violations of Fair Housing or Civil Rights Law

Unresolved violations of fair housing or civil rights law are not a significant contributing factor to fair housing issues in Ontario.



DRAFT

2025-2029 Consolidated Plan and 2025-26 One Year Action Plan

DRAFT

June 17, 2025

Prepared by the
City of Ontario Housing Services Department
208 West Emporia Street
Ontario, CA 91762
(909) 395-2006

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

The U.S. Department of Housing and Urban Development requires the City of Ontario to complete a Consolidated Plan to receive funds under Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) programs. Consolidated Plans are required to be prepared every five years and include five Annual Action Plans to be produced for each year.

The Consolidated Plan serves four functions.

- It is a planning document, built upon public participation and input.
- It is the application for funds under HUD's formula grant programs: CDBG, HOME, and ESG.
- It articulates local priorities.
- It is a five-year strategy the jurisdiction will follow in implementing HUD programs.

The City of Ontario ("City") has developed the Consolidated Plan through comprehensive consultation and citizen input. The Consolidated Plan identifies the City's needs in housing, homelessness, community development, and economic development. It also presents the City's long-term strategies to address the identified needs. The One-Year Action Plans provide the activities that will be carried out for the specific year and funding amounts for each activity.

A completed Consolidated Plan describes the lead agency responsible for overseeing the development and implementation of the plan and agencies, groups, and organizations that participate in the process. It also includes a summary of the citizen participation process, public comments, and efforts made to broaden public participation in preparing the plan.

The Consolidated Plan includes the following sections:

- Executive Summary;
- The Process;
- Needs Assessment;
- Market Analysis;
- Strategic Plan; and
- First Year Annual Action Plan.

The first year's annual action plan is a part of the consolidated plan. 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 2025-26. This plan covers the period from July 1, 2025, through June 30, 2026.

During FY 2025-26, the City anticipates receiving the following federal funds:

Program		FY 2025-26
Community Development Block Grant Program (CDBG)	$	1,839,944
Anticipated CDBG Program Income	$	0
Available CDBG Contingency (Roll Over from Prior Year)	$	380,382
HOME Investment Partnerships Program (HOME)	$	676,960
Anticipated HOME Program Income	$	0
Emergency Solutions Grant Program (ESG)	$	159,530
Available ESG Contingency (Roll Over from Prior Year)	$	0
TOTAL	**$**	**3,056,816**

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	$253,860	$0	**$253,860**
	GOAL #1 SUBTOTAL	**$0**	**$253,860**	**$0**	**$253,860**
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	$253,860	$0	**$253,860**
	GOAL #2 SUBTOTAL	**$145,000**	**$253,860**	**$0**	**$398,860**
Goal #3: Increase affordable homeownership opportunities, particularly for low- and moderate-income persons.					
	Community Housing Development Organizations (CHDOs) Housing Program	$0	$101,544	$0	**$101,544**
	GOAL #3 SUBTOTAL	**$0**	**$101,544**	**$0**	**$101,544**
HOMELESS STRATEGY					
Goal #1: Preserve and improve the supply of supportive housing and public services for the homeless.					
	ESG Eviction Prevention Program (EEPP)	$0	$0	$120,566	**$120,566**
	Family Stabilization Program at SOVA Program Center (Inland Valley Hope Partners)	$15,000	$0	$27,000	**$42,000**
	Services for Victim of Domestic Violence and Their Children (House of Ruth)	$15,000	$0	$0	**$15,000**
	Extreme Weather Motel Voucher Program	$148,991	$0	$0	**$148,991**
	GOAL #1 SUBTOTAL	**$178,991**	**$0**	**$147,566**	**$326,557**
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)	$27,000	$0	$0	**$27,000**
	Landlord/Tenant Mediation (Inland Fair Housing and Mediation Board)	$15,000	$0	$0	**$15,000**
	GOAL #1 SUBTOTAL	**$42,000**	**$0**	**$0**	**$42,000**
COMMUNITY DEVELOPMENT STRATEGY					
Goal #1: Provide for needed infrastructure improvements in target lower- and moderate-income neighborhoods.					
	Pavement Management Rehabilitation (Engineering)	$550,000	$0	$0	**$550,000**
	Vinyard Avenue Pavement Rehabilitation (Engineering)	$668,770	$0	$0	**$668,770**
	GOAL #1 SUBTOTAL	**$1,218,770**	**$0**	**$0**	**$1,218,770**

PROPOSED PROGRAMS					
(CDBG, HOME AND ESG ALLOCATIONS)					
PROPOSED PRIORITIES	**PROPOSED PROGRAMS**	**CDBG**	**HOME**	**ESG**	**TOTAL**
Goal #2: Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.					
	Dorothy Quesada Pool Cover Project	$30,000	$0	$0	**$30,000**
	Remaining Parks Improvement	$102,577			
	GOAL #2 SUBTOTAL	**$132,577**	**$0**	**$0**	**$30,000**
Goal #4: Expand the City's economic base and promote greater employment opportunities.					
	City-Wide Façade Improvement Program	$125,000	$0	$0	**$125,000**
	GOAL #3 SUBTOTAL	**$125,000**	**$0**	**$0**	**$125,000**
ADMINISTRATION					
	City of Ontario	$367,988	$67,696	$11,964	**$447,648**
ADMINISTRATION SUBTOTAL		**$367,988**	**$67,696**	**$11,964**	**$447,648**
TOTAL		**$2,220,326**	**$676,960**	**$159,530**	**$2,652,776**
FY 25-26 ALLOCATION		**$1,839,944**	**$676,960**	**$159,530**	**$2,676,434**
ANTICIPATED PROGRAM INCOME		**$0**	**$0**	**$0**	**$0**
AVAILABLE CONTINGENCY FROM PRIOR YEARS		**$380,382**	**$0**	**$0**	**$380,382**
TOTAL		**$2,220,326**	**$676,960**	**$159,530**	**$3,056,816**

Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Based on the *Needs Assessment – Resident Survey*, Community Outreach, Community Fairs, consultation with other organizations, individual interviews, housing market and needs study, and other factors, the City has developed the following five-year strategies to address the priority needs found in the Consolidated Plan:

Housing Strategy

Goal #1: Expand affordable rental housing opportunities, particularly for low-income persons.

Goal #2: Create new, preserve and rehabilitate existing rental and owner-occupied housing units.

Goal #3: Increase affordable homeownership opportunities, particularly for low- and moderate-income persons.

Homeless Strategy

Goal #1: Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.

Special Needs Strategy

Goal #1: Provide supportive services for special needs populations.

Fair Housing Strategy

Goal # 1: Continue to implement the Fair Housing laws by providing funding to further fair housing.

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.

Lead Hazard Strategy

Goal #1: 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.

Goal #2: Provide for new community facilities and improve the quality of existing community facilities to serve lower and moderate-income neighborhoods.

Goal #3: Provide needed community services to serve lower and moderate-income residents.

Goal #4: Expand the City's economic base and promote greater employment opportunities.

Evaluation of past performance

The City was able to achieve 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 proactive 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.

During the five-year period covered by the prior FY 2020-24 Consolidated Plan, the City received increases in ESG (3.18%) funding but a decrease in both HOME (10.51%) and CDBG (2.67%) funding. The decrease in CDBG and HOME funding impacted the City's ability to meet all of the projected goals identified in the FY 2020-24 Consolidated Plan. In addition to these funds, during this period, the City has also received and administered one-time funding for the CDBG-CV, ESG-CV, and HOME-ARP Programs.

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: 80

Accomplishments through June 30, 2024: 189

Evaluation: Over the last five years, the City looked for opportunities to work with developers to increase the supply of affordable housing units through new construction. The City utilized HOME funds to operate a Tenant Based Rental Assistance (TBRA) program. Two affordable housing development projects, Holt/Allyn Affordable Housing Development and Mission/Mountain Affordable Housing Development, began during FY 2023-24 that will provide an additional 219 units of affordable housing for households at a range of income levels once complete. Construction was completed for the Vista Verde Apartments with 101 units and Emporia Place II with 50 units. Funding for these projects includes a variety of sources, including Low-Income Housing Tax Credits, State of California Affordable Housing and Sustainable Communities Program, local funds, and Multi-Family Revenue Bonds.

Priority 2: Preserve existing rental and owner-occupied housing resources.

Five-Year Total Goal: 1,530

Accomplishment through June 30, 2024: 1,256

Evaluation: Over the past five years, the City implemented the following programs to address this priority:

- Community Improvement Team (CIT)
- Guadalupe Residence

- Ontario Shines Single Family Solar PV
- Ontario Shines Multi-Family Solar PV
- Assisi House Renovations
- Conservation Home Improvement Program (CHIP Loan)
- CDBG-CV Short-Term Rental & Utility Assistance Program
- CDBG-CV Homeowner Utility Assistance Program
- Neighborhood Preservation Program (CIT)
- Measure Q Emergency Rental Assistance (ERA) Program
- HOME-ARP Rent Program (HARP)

The City also continued to implement the Systematic Health and Safety Inspection Program during this period of time. This program proactively inspects all rental units, including single-family properties, within Ontario to ensure the quality of Ontario's rental stock.

The programs implemented by the City over the past five years had a significant impact on preserving the existing rental and owner-occupied housing stock within Ontario. The demand has remained high for these types of services over the past five years and is estimated to remain high for the next five years.

Priority 3: Increase affordable homeownership opportunities, particularly for low- and moderate- income persons.

Five-Year Total Goal: 0

Accomplishments through June 30, 2024: 1,101

Evaluation: The City utilized CDBG, HOME, mortgage revenue bond, State of California BEGIN and CalHome funds, and private funds to implement and administer programs designed to increase access to existing housing resources. The City successfully implemented programs that addressed this priority. Increasing access to existing housing through financial assistance to homeowners eliminates a barrier to affordable housing.

B. Homeless Strategy

Priority 1: Preserve and improve the supply of supportive housing and public services for the homeless.

Five-Year Goal: 22,325 persons served

Accomplishments through June 30, 2024: 66,766 persons served

Evaluation: The City has developed a complete Continuum of Care for Ontario's homeless population. Programs included the Ontario Outreach Team, Assisi House transitional housing program, 85 units of permanent housing, Family Stabilization Program at Sova Center, Services for Victims of Domestic Violence and their Children, and other outreach and engagement services.

The City works closely with other public agency partners, such as the County of San Bernardino Office of Homeless Services and the Ontario-Montclair School District's Family Collaborative Services, and non-profit service providers in the community. During FY 2020-24, local funds were used to increase efforts to address homelessness including hiring three social workers to provide housing stabilization services and five case managers to provide outreach services and resources to the community. In addition, the City has acquired a motel and is completing renovations to provide an interim access center along with temporary housing units and emergency housing beds at this location while a more robust wellness campus is being designed and constructed at this site. In addition, the City utilized ESG funds to develop the ESG Eviction Prevention (EEP) Program to continue efforts from pandemic funding and assist households at risk of losing their housing due to extremely low income.

C. Special Needs Strategy

Priority 1: Provide supportive services to special needs populations.

Five-Year Goal: 3,000

Accomplishments through June 30, 2024: 145 persons served

Evaluation: Over the past five years, the City 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, Ontario Housing Authority, and the City.

The funding for the supportive housing programs that were implemented over the past five years 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, 2024: 4,194 persons served

Evaluation: The City has worked with the Inland Fair Housing and Mediation Board with the funding of their services in the City including: The Fair Housing (AFFH) Program and the Landlord/Tenant Mediation Services Program. These programs have 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 San Bernardino County Housing Authority of to maximize the use of Housing Choice Vouchers and other resources in the City.

Five-Year Goals: N/A

Accomplishments through June 30, 2024: 3,133

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 costs 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 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 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 five years, 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 community services to serve lower- and moderate-income residents, the City has funded public service providers that have been focused on crime prevention, neighborhood

preservation, and childcare 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 types of activities.

Summary of citizen participation process and consultation process

The Housing Services Department is the lead agency for the 2025-2029 Consolidated Plan. The Housing Services Department urges citizens to voice their concerns, share their ideas concerning federal programming, and welcomes comments and suggestions.

The Consolidated Plan Development section describes how residents and local organizations participated in the development of the Consolidated Plan. The Housing Services Department offered numerous opportunities for public input, comment, and review including the following:

- A *Needs Assessment – Resident Survey* that was distributed through a widely advertised online based survey with a Spanish version available and at multiple community events including but not limited to: the Neighborhood Preservation Resource Fair held on September 28, 2024, Veteran's Resource Fair on August 16, 2024, the City of Ontario 5k Reindeer Run on December 14, 2024, and multiple Quality of Life Day events held in September, November, and January. The survey provided an opportunity for residents to communicate their opinions and comments on housing, public facilities, public improvements, public services, and economic development needs. In addition to the survey, an engagement activity was conducted at the community engagement meetings and resource fair allowing community members to select one priority activity among the various need categories.
- Lunch at the Library Fair
- Women's Health Fair
- Veteran's Resource Fair
- Foodie Fest Fair
- Neighborhood Preservation Resource Fair
- City of Ontario 5K Reindeer Run
- Quality of Life Day events (September, November, December)
- A community forum/public hearing to garner citizen comments on the needs, strategies, actions, and projects in the Consolidated Plan.
- Distribution of the draft Consolidated Plan combined with a minimum 30-day public comment period.

Summary of public comments

Minutes from the public hearing/community forum that was conducted on January 16, 2025 can be found in Appendix D. No public comments were submitted as a result of the public review

period and no comments were received during the City Council meeting on May 20, 2025 to approve the plan.

Summary of comments or views not accepted and the reasons for not accepting them

All comments and views were considered in the preparation of this plan.

2025-29 Consolidated Plan and 2025-26 One Year Action Plan

The Process

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

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

The Housing Services Department is the lead agency in the administration of CDBG, HOME, and ESG funds and development of the Consolidated Plan. The City is an entitlement community and receives CDBG, HOME, and ESG funds directly from HUD.

Consolidated Plan Public Contact Information

Katryna Gonzalez, Housing Services Director
City of Ontario
Housing Services Department
208 W. Emporia St.
Ontario, CA 91762
Phone - (909) 395-2322
kgonzalez@ontarioca.gov

PR-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 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)).

Housing Services Department staff members participate 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 provide 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, a staff member from the Housing Services Department regularly attends the County of San Bernardino's Interagency County on Homelessness monthly meetings, as well as serves as a member of the West Valley Regional Steering Committee. The Housing Services Department developed a new Homeless Services Division in 2022 tasked with addressing homelessness within the City of Ontario. In 2009, the County of San Bernardino adopted a 10-Year Strategy to End Homelessness. 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 and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Staff members from the 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 Council on Homelessness, 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 jurisdictions consultations with housing, social service agencies and other entities

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 meetings/public hearings 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 meetings/public hearings 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.
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).
Mercy House Living Centers	Housing Services - Housing Services-homeless	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth	Invited to participate in community meetings/public hearings and a copy of the executive summary was provided for feedback and comments. Coordination in providing homeless services and permanent supportive housing.
Inland Fair Housing and Mediation Board	Services-Elderly PersonsService-Fair Housing	Housing Need AssessmentNon-Homeless Special NeedsFair Housing Strategy	Invited to participate in community meetings/public hearings 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.

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?
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 meetings/public hearings 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.
Ontario-Montclair YMCA	Services-Children	Non-Housing Community Development Strategy	Invited to participate in community meetings/public hearings 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 meetings/public hearings 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 meetings/public hearings. 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 meetings/public hearings 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 meetings/public hearings 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.

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?
Foothill AIDS Project	Services-Persons with HIV/AIDS	Housing Need Assessment Homelessness Strategy	Invited to participate in community meetings/public hearings 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 meetings/public hearings and a copy of the executive summary was provided for feedback and comments. Coordination for potential bridge housing resources.
Inland Valley Hope Partners	Services-homeless Services-Health	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children	Invited to participate in community meetings/public hearings 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 StrategyHomeless Needs - Families with children	Invited to participate in community meetings/public hearings 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	The City reviews all possible leveraging resources and will investigate opportunities to utilize 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.

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?
Foothill Family Shelter	Services-homeless	Homelessness Strategy Homeless Needs - Families with children	Invited to participate in community meetings/public hearings 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 meetings/public hearings and a copy of the executive summary was provided for feedback and comments. Coordination for AHSC funding program.
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 Consolidated Plan. Coordinate for Section 3 compliance, economic development activities, and workforce development.

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 Chamber of Commerce	Business Leaders Civic Leaders Business and Civic Leaders	Economic Development	Invited to participate in community meetings/public hearings 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 Consolidated Plan related to need for crime prevention/crime awareness programs and services provided by this agency.

Table 2 – Agencies, groups, organizations who participated

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

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The draft Executive Summary was distributed to other local jurisdictions for comment and review. In addition, the City works continuously with various agencies from the County of San Bernardino to address homeless needs, regional housing needs, and other community development needs. The City also seeks available funding and other opportunities to coordinate with the State of California Department of Housing and Community Development throughout the year to meet the strategies and goals established in the Consolidated Plan.

Narrative

The City works in cooperation with the County of San Bernardino Department of Behavioral Health, and the Housing Authority of the County of San Bernardino to provide 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 for clients that are homeless and mentally ill, or dual diagnosed. The City continues to implement 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.

In addition to Project Gateway and HOME TBRA, the City works in cooperation with House of Ruth, Foothill Family Shelter, 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.

PR-15 Citizen Participation

Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal setting

The Housing Services and Community Life and Culture Agency 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 Housing Services Department developed the 2025-29 Consolidated Plan using substantial citizen participation and consultation. The process offered numerous opportunities for public input, comment, and review.

2. Community Meetings

The Housing Services Department conducted a community forum/public hearing to provide the public with an overview of the process and components of a Consolidated Plan on January 16, 2025. This community forum/public hearing also provided an opportunity for the public to submit comments and input about community needs and issues. The community forum/public hearing was held at 208 W. Emporia St., Ontario, California at 6:30 p.m. Bilingual staff was available for translation, as needed.

Both display advertisements and legal advertisements were published on January 4, 2025, for the January 16, 2025, meeting. These advertisements were placed in the local newspaper, the Inland Valley Daily Bulletin.

Housing Services Department staff were present at nine different City events. Residents in attendance at events were provided with the Community Needs Assessment Survey and information about the Consolidated Plan. Attendees were invited to participate in an engagement activity where residents selected their highest priority in select categories among activities eligible for CDBG, HOME, and ESG funding.

The City as part of the Neighborhood Preservation Strategy adopted in June 2019, held its annual Community Fair on September 28, 2024. The event was very successful with over 500 residents attending. Information booths were staffed by many City agencies, including Information Technology, Ontario Fire Department, Housing Services, and Ontario Municipal Utilities Company. Community partners also distributed information to the community including Neighborhood Partnership Housing Services, GRID Alternatives, Inland Fair Housing and Mediation Board, and various other public agencies. At the Housing Services Department booth, attendees were invited to complete the Community Needs Assessment Survey and participate in the engagement activity.

3. Needs Assessment - Resident Survey

A *Needs Assessment – Resident Survey* was available online and highly advertised flyer distribution and online and social media posts. Surveys were distributed at local community centers as well at the Housing Services Department booth during the mentioned City events.

The survey was broken down into five sections. The sections were Public Facilities, Infrastructure and Neighborhood Improvements, Public Services, and Economic Development, and Housing. The survey asked the residents to pick three eligible activities within each section and number them 1-3 (3 being the top priority and 1 being low priority) according to their opinion of the importance of the activity. The survey was provided in English and in Spanish in an effort to encourage participation from the Spanish-speaking residents of the City.

In addition to the survey, an interactive exercise was completed at each of the City's community events, inviting residents to mark their highest priority activity among the five categories of Public Facilities, Infrastructure, Public Services, Economic Development, and Housing.

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 advertisement and display advertisement were published in the Inland Valley Daily Bulletin on January 4, 2025 to advertise the community meeting scheduled for January 16, 2025.	No comments were received.		
2	Public Hearing	Non-targeted/broad community	Meeting held on January 16, 2025 at 6:30 p.m. at 208 W. Emporia St., Ontario, CA 91764. A presentation was made regarding the consolidated planning process. Eleven people attended the meeting and no attendees spoke during the public comment portion of the meeting.	No comments were received.		

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)
3	Survey Flyers	Lunch at the Library Event Women's Health Fair Veteran's Resource Fair Foodie Fest Fair Neighborhood Preservation Fair Ontario 5k Reindeer Run Quality of Life Days	Surveys were distributed at each listed community events and at City community centers	No comments were received.		
	Newspaper Ad	Non-targeted/broad community	Legal advertisement and display advertisement were published in the Inland Valley Daily Bulletin on March 21 and 28, 2025 to advertise the community meeting scheduled for April 3, 2025.	No comments were received.		

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)
	Public Hearing	Non-targeted/broad community	Meeting held on April 3, 2025 at 6:30 p.m. at 208 W. Emporia St.., Ontario, CA 91762. A presentation was made regarding the consolidated planning process. Eleven people attended the meeting and no attendees spoke during the public comment portion of the meeting.	No comments were received.		
7	Newspaper Ad	Non-targeted/broad community	Legal advertisement was published in the Inland Valley Daily Bulletin on April 4 and April 18, 2025 to advertise the 30-day public review period.	No comments were received.		

Table 4 – Citizen Participation Outreach

2025-29 Consolidated Plan and 2025-26 One Year Action Plan

Needs Assessment

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The purpose of this section is to determine the availability of various resources, such as affordable housing, homeless services, services for special needs populations (such as, people with disabilities and the elderly), and community development resources. Information regarding housing needs and an analysis of the housing market and housing problems, such as substandard housing, overcrowding, and housing cost burden will be reviewed in the Housing Needs Assessment section. In addition, the Disproportionately Greater Need section will analyze if there is a greater rate (10% or more) of housing problems for members of a racial or ethnic group at a given income level versus the rate of housing problems experienced by the income group as a whole. The Public Housing section will summarize the needs of public housing residents and has been prepared in cooperation with the Housing Authority of the County of San Bernardino. An examination of the nature and extent of unsheltered and sheltered homelessness within Ontario is provided in the Homeless Needs Assessment. Housing needs for persons who are not homeless, but require supportive housing, including the elderly and persons with disabilities will be described in the Non-Homeless Special Needs Assessment. Finally, the need for public facilities, infrastructure, public improvements, and other public services will be described in the Non-Housing Community Development Needs section.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Affordable housing is a critical need in Ontario and the City strives to maintain existing affordable housing resources as well as stimulate new affordable housing options. Ontario remains a high-cost housing location. As indicated by the 2017-21 American Community Survey Five-Year Estimates (ACS), the City contains 22,787 renter-occupied housing units, this represents 44.6% of all occupied housing units in Ontario. The ACS also shows that approximately 13,270 (58.23%) of these households pay more than 30% of their income for rent. The ACS provides a higher number of households defined as cost-burdened (paying more than 30% of the income for rent) than the HUD provided 2017-2021 CHAS data in table 9.

Very low-income renters experience significantly higher incidences of housing problems. According to HUD provided 2017-2021 CHAS data, 59.4% of renter-occupied households earning less than 50% of Area Median Income (AMI) experience one or more housing problems. According to the National Low-Income Housing Coalition's Housing Wage Calculator for the period covering the year 2024 workers would need to earn at least $38.65 per hour with an annual income of $80,400 per year to afford the rent of a two-bedroom apartment in Ontario at the fair market rent of $2,010. A household earning 30% AMI in 2024 ($29,750) would be able to afford rent of $731 per month. A two-bedroom apartment would require 2.43 people working full-time jobs at minimum wage in order to be affordable.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	163,924	178,194	8%
Households	47,166	50,599	7%
Median Income	$57,307.00	$67,357.00	15%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2005-2009 DP03 & DP05 ACS (Base Year), 2016-2020 DP03 & DP05 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	5,550	5,495	9,645	5,955	24,430
Small Family Households	2,405	2,200	4,535	2,805	12,715
Large Family Households	640	1,325	2,145	1,315	4,735
Household contains at least one person 62-74 years of age	1,244	1,420	2,205	1,395	5,785
Household contains at least one person age 75 or older	650	495	865	555	1,695
Households with one or more children 6 years old or younger	1,280	1,200	2,475	1,285	4,200

Table 6 - Total Households Table

Data Source: 2017-2021 CHAS

Table 6 reflects the number and type of households by HUD Adjusted Median Family Income (HAMFI).

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	140	80	60	25	305	10	4	15	20	49
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	200	255	290	80	825	0	90	190	80	360
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	545	430	875	505	2,355	35	195	230	185	645
Housing cost burden greater than 50% of income (and none of the above problems)	2,475	1,760	955	110	5,3200	1,215	825	1,045	265	3,350
Housing cost burden greater than 30% of income (and none of the above problems)	115	655	2,450	1,075	4,295	130	495	1,230	885	2,740
Zero/negative Income (and none of the above problems)	235	0	0	0	235	75	0	0	0	75

Table 7 – Housing Problems Table

Data Source: 2017-2021 CHAS

Table 7 provides the number of households with housing problems by tenancy and HAMFI.

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,390	3,175	4,490	1,655	12,710	1,384	1,595	2,575	1,425	6,979
Having none of four housing problems	370	145	680	1,120	2,315	284	570	1,615	1,555	4,024
Household has negative income, but none of the other housing problems	235	0	0	0	235	75	0	0	0	75

Table 8 – Housing Problems 2
Data Source: 2017-2021 CHAS

Table 8 provides the number of households with no housing problems, one or more housing problems, and negative income by tenancy and HAMFI.

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	25	395	1,760	2,180	25	110	630	765
Large Related	10	310	800	1,120	20	240	315	575
Elderly	15	75	215	305	40	100	180	320
Other	20	85	375	480	15	10	185	210
Total need by income	70	865	3,150	4,085	100	460	1,310	1,870

Table 9 – Cost Burden > 30%
Data Source: 2017-2021 CHAS

Table 9 provides the number of households with a housing cost burden of more than 30% but less than 50% by household type, tenancy, and household income which is expressed as a percentage of AMI. Data in Table 9 indicates that 4,085 renter-occupied households (17.92% of total renter households), and 1,870 owner-occupied households (6.61% of total owner households) pay between 30% and 50% of their income for housing costs.

Small related households are defined by HUD as a household with two to four related members. Large related households are defined by HUD as a household with five or more related members. An elderly household is defined by HUD as a household whose head, spouse, or sole member is person who is at least 62 years of age.

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,605	1,025	565	3,195	455	395	425	1,275
Large Related	565	470	105	1,140	45	185	80	310
Elderly	195	130	65	390	310	75	105	490
Other	540	390	230	1,160	195	10	255	460
Total need by income	2,905	2,015	965	5,885	1,005	665	865	2,535

Table 10 – Cost Burden > 50%
Data Source: 2017-2021 CHAS

Table 10 provides the number of households with a housing cost burden of more than 50% by household type, tenancy, and household income expressed as a percentage of AMI. Data in Table 10 indicates that 5,885 renter-occupied households (25.83% of total renter-occupied households), and 2,535 owner-occupied households (8.96% of total owner-occupied households) pay more than 50% of the income towards housing costs.

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	805	570	880	435	2,690	20	160	330	95	605
Multiple, unrelated family households	0	115	285	145	254	15	130	85	185	415
Other, non-family households	0	0	35	0	35	0	0	15	0	15
Total need by income	805	685	1,200	580	2,979	35	290	430	280	1,035

Table 11 – Crowding Information – 1/2
Data Source: 2017-2021 CHAS

Table 11 provides the number of households that are overcrowded which is defined as households with more than one person per room, excluding bathrooms, porches, foyers, halls, or half-rooms. The data is displayed by household type, tenancy, and household income expressed as AMI.

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	242	163	388	793	2	55	75	132

Table 12 – Crowding Information – 2/2

Alternate Data Source Name: 2017-2021 CHAS Data

Describe the number and type of single person households in need of housing assistance.

According to U.S. Census Bureau report S1101 – Households and Families from the 2017-21 American Community Survey Five-Year Estimates, the number of nonfamily households within Ontario was 11,037. The at-risk single person population in need of housing assistance would consist of seniors, homeless individuals, persons living in poverty, persons living with HIV/AIDS, survivors of domestic violence, persons with disabilities, persons with mental illness, individuals facing foreclosure, and persons who have recently lost employment.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

U.S. Census Bureau report S1810 – Disability Characteristics from the 2018-22 American Community Survey Five-Year Estimates indicates that the total estimated population in Ontario with a disability is 16,575 or 9.4% of the population. The largest segment of the population with a disability is 75 years or over (52.3%). There are a total of 782 affordable housing units within Ontario restricted to senior populations. The San Bernardino County 2023 Homeless Count and Subpopulation Survey: Preliminary Findings and Recommendations published in November 2023 notes that 372 homeless individuals were victims of domestic violence. The City works with House of Ruth, Inc. to provide a variety of services, including emergency and transitional housing, to victims of domestic violence and their families.

What are the most common housing problems?

The most common housing problem faced in Ontario is the cost burden of owning or renting a home. HUD standards indicate that families who pay more than 30% of their gross income on housing are cost burdened. As shown in Tables 9 and 10 above, 4,405 owner-occupied households pay more than 30% of their household income toward housing expenses, of those, 2,535 owner-occupied households pay more than 50% of their household income toward housing expenses, which represents 15.58% of all owner-occupied households within Ontario. Homeowners with incomes of 51-80% AMI are affected the greatest in the 30% cost burden category. Homeowners in this income category represent 70.05% of those paying between 30% and 50% of their income toward housing expenses. Furthermore, homeowners with incomes of 0-30% are experiencing the greatest cost burden of over 50% of their income. Homeowners in this income category represent 39.64% of homeowners paying more than 50% of their income toward housing expenses.

Renter-occupied households experience similar problems with the cost of housing. A total of 9,970 renter-occupied households pay more than 30% of their household income on housing expenses, of those 5,885 renter-occupied households pay more than 50% of their household

income on housing expenses, which represents 43.58% of all renter-occupied households in Ontario and 19.52% of the total households in Ontario. Renters with incomes between 51-80% AMI are affected the greatest with 41.27% of cost-burdened renters paying more than 30% of their income toward housing falling within this income category.

Are any populations/household types more affected than others by these problems?

Small family renter-occupied and owner-occupied households are the greatest affected across all income categories for both cost burdened categories. Small family renter-occupied households make up 53.37% and 54.29% of the total renter-occupied households paying more than 30% and 50% of their incomes for housing expenses respectively. Of the total owner-occupied households paying more than 50% of their income for housing expenses, small family households (50.30%) are the greatest affected across all other income categories. Additionally, small family owner-occupied households make up 40.91% of the total owner-occupied households paying more than 30%.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance.

Extremely low-income households, roughly 4,080 households (or 7.99% of the City' s total households according to the 2017-2021 ACS CHAS data) are cost burdened in the City and are at risk of becoming homeless. Other low-income categories exhibiting high number of households experiencing cost burden in the City include small family renter households (5,375 households), and 1,785 elderly renters and 700 elderly owner households. The needs of these categories are:

- Rental and childcare assistance;
- Activities and programs that raise median income; and
- Continued fair housing practices to reduce the impacts of housing discrimination.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The City used the 2017-2021 CHAS data to estimate at-risk households based on households that are cost-burdened and extremely low-income. Extremely low-income households who are paying a significant portion of their income for housing costs are more likely to be at risk of losing their housing when experiencing an unexpected increase in cost in other areas or a loss in income making their risk of homelessness higher than other households.

Specify the particular housing characteristics that have been linked with instability and an increased risk of homelessness

The lack of affordable housing for lower-income households has been linked with instability and an increased risk of homelessness. With cost burdens of paying more than 30% of household income toward housing expenses affecting owner-occupied and renter-occupied households alike, instability and the risk of homelessness affects many households.

Other areas that could impact stability and an increased risk of homelessness are prolonged unemployment, foreclosure, mental illness, domestic violence, drug and/or alcohol addiction, unanticipated medical expenses, disabilities, exiting an institution such as jail or a mental health facility, exiting a skilled nursing care center, and other emergency or unexpected expenses.

The City works with a number of programs and agencies to address these factors and assist with reducing the risk for instability. The City of Ontario's Housing Services Department utilizes HUD grant funding and other local or regional resources to fund multiple rental subsidy programs to low- and moderate-income households in order to reduce the risk of cost burdened families entering into homelessness. In addition, the City works with the SOVA Food Security Program, which serves a number of at-risk households by providing a 15-day supply of meals for families and classes to help families make more budget-conscious food choices. The City also works with Neighborhood Partnership Housing Services (NPHS), a NeighborWorks organization, to provide homebuyer and homeowner counseling, debt and credit management, and additional resources to assist low-income homebuyers and homeowners. Finally, the City works with the Ontario-Montclair School District to participate in housing assistance programs funded by the City for families in overcrowded housing units and those without a stable permanent housing solution.

Discussion

Housing problems continue to affect residents of Ontario. Using data from Table 8, renters with one or more housing problems represent 55.78% of total renter-occupied households and owners with one or more housing problems represent 24.68% of total owner-occupied households. As discussed earlier, the largest housing problem for residents in Ontario is the cost of housing. The City works with the Ontario Housing Authority, private developers, non-profit developers, non-profit agencies, such as Neighborhood Partnership Housing Services, and other governmental agencies, such as the State of California Department of Housing and Community Development, to provide resources to help make housing more affordable. The City actively seeks funding opportunities to provide down payment assistance to low-income homebuyers and opportunities to develop additional affordable rental housing.

Unfortunately, there are limited resources available for these types of activities, which makes development of affordable housing difficult. Given the changing nature of available funds, the City is always looking to form new partnerships with other public sector or private sector agencies to provide creative solutions to affordable housing.

The strategic plan and goals have been developed to address the housing needs by increasing the supply of quality affordable housing, reducing housing cost burden, reducing overcrowding, and facilitating investment to improve substandard housing throughout Ontario.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section assesses the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Based on data shown in tables 13-16, a total of 26,640 households across all income levels served as the sample size to determine disproportionate need of households experiencing severe housing problems.

HUD defines a disproportionately greater need as when a racial or ethnic group at a given income level experience housing problems at a rate greater than 10% of that income level as a whole. The four housing problems are a lack of complete kitchen facilities, lack of plumbing facilities, overcrowding defined as more than one person per room, and cost burden of more than 30% of the household income spent on housing.

The income levels are defined as follows:

- Extremely Low Income 0-30% AMI
- Low Income >30-50% AMI
- Moderate Income >50-80% AMI
- Middle Income >80-100% AMI

Tables 13 through 16 demonstrate housing problems by income, race, and ethnicity. Each table provides data for one of the four above noted income levels.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems*	Has none of the four housing problems*	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,865	685	314
White	550	115	80
Black / African American	620	50	25
Asian	450	105	55
American Indian, Alaska Native	14	4	14
Pacific Islander	0	0	0
Hispanic	3,140	380	140

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2017-2021 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

0-30% AMI

The total number of households within the extremely low-income level group according to the 2017-2021 CHAS data is 5,550, which represents 10.87% of the total households within Ontario. Of all extremely low-income households in Ontario 87.66% of them are facing a minimum of 1 of 4 housing problems.

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,780	710	0
White	910	260	0
Black / African American	415	30	0
Asian	215	60	0
American Indian, Alaska Native	0	0	0
Pacific Islander	30	0	0
Hispanic	3,200	365	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2017-2021 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30-50% AMI

The total number of households within the low-income level group according to 2017-2021 CHAS data is 5,490 which represents 10.75% of the total households within Ontario. Of the represented household demographics represented, 3.92% of Asian American households are low-income and experiencing one or more of the four housing problems.

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,350	2,295	0
White	1,060	490	0
Black / African American	450	105	0
Asian	395	155	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	5,160	1,545	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2017-2021 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50-80% AMI

The total number of households within the moderate-income level group is 9,645, which makes up 18.88% of the total households sampled. 4.67% of Black/African American households have one or more of the four housing problems within this income level group.

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,230	2,725	0
White	450	715	0
Black / African American	325	50	0
Asian	210	105	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	2,095	1,805	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2017-2021 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80-100%

The total number of households in the middle-income level group is 5,955 which represents 11.66% of the total households sampled. Within this income level 35.18% of Hispanic households are experiencing one or more of the four housing problems.

% of Area Median Income	Has one or more of four housing problems		Has none of the four housing problems		Household has no/negative income, but none of the other housing problems		Total	
0-30% AMI	4,865	82.96%	685	11.68%	314	5.35%	5,864	22.01%
30-50% AMI	4,780	87.07%	710	12.93%	0	0.00%	5,490	20.61%
50-80% AMI	7,350	76.21%	2,295	23.79%	0	0.00%	9,645	36.20%
80-100% AMI	3,230	54.24%	2,725	45.76%	0	0.00%	5,955	22.35%
Grand Total	**20,225**	**75.92%**	**6,415**	**24.08%**	**0**	**0.00%**	**26,640**	**100.00%**

Table 13-16 Summary

Data Source: 2017-2021 CHAS

Discussion

Table 13-16 Summary provides the housing problem totals for the jurisdiction as a whole by income.

Based on data shown in tables 13-16, a total of 26,640 households across all income levels served as the sample size to determine disproportionate need of households experiencing housing problems. As the summary table, above, shows, a high percentage of households in all income levels sampled (75.92%) are experiencing one of four housing problems.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has a disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section assesses the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Pursuant to HUD Consolidated Plan guidelines, a disproportionately greater need exists when a particular racial or ethnic group at a given income level experiences severe housing problems at a rate at least greater than 10% of the income level as a whole. The severe housing problems include lack of complete kitchen facilities, lack of plumbing facilities, overcrowding of more than 1.5 persons per room, and housing cost burden of more than 50% of gross household income.

Tables 17-20 capture the number of severe housing problems by income, race, and ethnicity for different income levels.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,620	930	314
White	510	150	80
Black / African American	560	105	25
Asian	440	115	55
American Indian, Alaska Native	10	10	14
Pacific Islander	0	0	0
Hispanic	3,015	505	140

Table 17 – Severe Housing Problems 0 – 30% AMI

Data Source: 2017-2021 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%.

0-30% AMI

The total number of households in the extremely low-income group is 5,550, which represents 10.87% of the total households sampled. Based on this data, HUDs definition of a disproportionally greater need appears to be a problem shared among all racial groups and no one racial group appears to statistically experience significant greater need.

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,630	1,865	0
White	600	565	0
Black / African American	345	100	0
Asian	165	110	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	2,485	1,075	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2017-2021 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%.

30-50% AMI

The total number of households in the low-income group is 5,495, which represents 10.76% of the total households sampled. Within this income group, no racial or ethnic group within this income level demonstrates a disproportionately greater need.

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,670	5,975	0
White	490	1,060	0
Black / African American	235	320	0
Asian	200	350	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	2,645	4,060	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2017-2021 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%.

50-80% AMI

The total number of households in the moderate-income group is 9,645, which represents 18.89% of the total households sampled. No racial or ethnic group within this income level demonstrates a disproportionately greater need.

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,270	4,685	0
White	145	1,020	0
Black / African American	155	225	0
Asian	75	245	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	890	3,005	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2017-2021 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%.

80-100% AMI

The total number of households in the middle-income group is 5,955, which represents 11.66% of the total households sampled. No racial or ethnic group within this income level demonstrates a disproportionately greater need.

% of Area Median Income	Has one or more of four housing problems		Has none of the four housing problems		Household has no/negative income, but none of the other housing problems		Total	
0-30% AMI	4,620	78.79%	930	15.86%	314	5.35%	5,864	21.75%
30-50% AMI	3,630	66.06%	1,865	33.94%	0	0.00%	5,495	20.38%
50-80% AMI	3,670	38.05%	5,975	61.95%	0	0.00%	9,645	35.78%
80-100% AMI	1,270	21.33%	4,685	78.67%	0	0.00%	5,955	22.09%
Grand Total	**13,190**	**48.93%**	**13,455**	**49.91%**	**314**	**0.00%**	**26,959**	**100.00%**

Table 17-20 Summary

Discussion

Table 17-20 Summary provides the severe housing problem totals for the jurisdiction as a whole by income.

Based on data shown in tables 17-20, a total of 26,959 households across all income levels served as the sample size to determine disproportionate need of households experiencing severe housing problems.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section assesses the need of any racial of ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

HUD states a disproportionately greater housing cost burden exists when members of a racial or ethnic group at a given income level experience a housing cost burden at a rate of 10% greater than the income level as a whole.

Table 21 displays cost burden information for Ontario as a whole and for each racial and ethnic group including no cost burden (0-30% of gross household income used for housing expenses), cost burden (>30-50% of gross household income used for housing expenses), and severe cost burden (>50% of gross household income used for housing expenses), and no/negative income.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	28,145	11,154	10,030	314
White	6,880	1,980	1,645	80
Black / African American	1,495	875	1,225	25
Asian	2,160	925	825	55
American Indian, Alaska Native	40	4	0	14
Pacific Islander	70	0	30	0
Hispanic	17,500	7,370	6,305	140

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: CHAS 2017-2021

Discussion:

Based on the data provided in Table 21, a total of 49,643 households across all income groups were sampled to determine the extent to which low to moderate-income households experienced housing cost burdens. Based on this data, housing cost burden appears to be a problem shared among all racial groups and no one racial group appears to have a statistically significant greater cost burden.

Cost Burden 30-50%

The total number of households experiencing cost burden in 11,154 or 22.47% of all households sampled. Of these households, no racial or ethnic group represents a disproportionately greater need than the jurisdiction as a whole.

Cost Burden >50%

The total number of households experiencing a severe cost burden in 10,030 or 20.20% of all households sampled. Of these households, Black/African American households (33.84%) and Pacific Islander households (30.00%) experience a disproportionately greater need than the jurisdiction as a whole.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The following discussion is a summary of the specific observations noted for each income category and housing problem discussed above. Housing problems, such as a lack of complete kitchen or plumbing facilities, overcrowding with more than one person per room, and a cost burden of more than 30%, are being experienced in a disproportionately greater need by Pacific Islanders and American Indian, Alaska Native with extremely low and middle incomes. In addition, Black/African American households with low and middle income have a disproportionately greater need with housing problems. Asian households with moderate and middle incomes also experience housing problems at a disproportionately greater rate than households with those income levels as a whole.

With regard to severe housing problems, such as lack of kitchen or plumbing facilities, overcrowding with more than 1.5 persons per room, and a cost burden of more than 50%, Pacific Islanders and American Indian, Alaska Native with extremely low-income categories experience a disproportionately greater need. All racial and ethnic groups at the higher moderate- and middle-income levels experience similar needs.

Overall, Pacific Islanders and American Indian, Alaska Native with extremely low-income households experience a disproportionately greater need in the cost burdened and housing problem categories. It should be noted that the Pacific Islanders and American Indian, Alaska Native population is less than .12% of the City's total household population.

If they have needs not identified above, what are those needs?

There are no known needs that have not been identified within this section.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Ontario is a diverse community. There does not appear to be a high concentration of any one minority group experiencing a disproportionately greater need in a specific neighborhood or area in the community.

NA-35 Public Housing – 91.205(b)

Introduction

Public housing and other assisted housing programs are crucial elements of the City's efforts to address the affordable housing needs of low- and moderate-income families in Ontario. The Housing Authority of the County of San Bernardino (HACSB) oversees the City's public housing programs. Unless indicated otherwise, the numbers provided represent numbers for HACSB's entire inventory encompassing San Bernardino County.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	1,177	804	58	746	15	7	0

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Sources: PIC (PIH Information Center), Housing Authority of the County of San Bernardino

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unificatio n Program
Average Annual Income	0	0	13,755	14,084	14,172	13,978	14,467	0
Average length of stay	0	0	6	6	1	7	0	0
Average Household size	0	0	3	2	1	2	1	0
# Homeless at admission	0	0	0	30	1	22	7	0
# of Elderly Program Participants (>62)	0	0	239	1,122	357	754	3	0
# of Disabled Families	0	0	200	1,284	39	1,200	28	0
# of Families requesting accessibility features	0	0	1,177	5,277	517	4,660	54	0

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Supplemental Tables from HACSB

HOUSEHOLD COMPOSITION					
	Total Households	With Children	Career-Able	Elderly/ Disabled	Household Size (Average)
COUNTYWIDE					
Total Moving to Work	11,189	4,602	4,910	6,279	2.48
Total Special Programs	322	49	29	293	1.55
Overall Total	11,511	4,651	4,939	6,572	2.42
ONTARIO ONLY					
Total Moving to Work	854	406	413	441	2.37
Total Special Programs	22	8	2	20	1.68
Overall Total	876	414	415	461	2.34

HOUSEHOLD INCOME			
	Total Annual Income (Average)	Families with Earned Income	$0-Income Families
COUNTYWIDE			
Total Moving to Work	$21,170	3,607	525
Total Special Programs	$15,116	48	53
Overall Total	$20,982	3,655	578
ONTARIO ONLY			
Total Moving to Work	$22,035	331	44
Total Special Programs	$12,785	3	5
Overall Total	$21,776	334	49

HOUSING COSTS				
	Contract Rent	Tenant Rent	HAP Subsidy	Minimum Rent Households
COUNTYWIDE				
Total Moving to Work	$1,835	$510	$1,353	549
Total Special Programs	$1,574	$205	$1,369	63
Overall Total	$1,870	$548	$1,324	612
ONTARIO ONLY				
Total Moving to Work	$2,346	$568	$1,778	41
Total Special Programs	$1,751	$154	$1,597	5
Overall Total	$2,342	$571	$1,771	46

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	644	274	32	242	4	5	0
Black/African American	0	0	425	466	19	447	9	2	0
Asian	0	0	57	18	4	14	0	0	0
American Indian/Alaska Native	0	0	3	15	2	13	1	0	0
Pacific Islander	0	0	29	5	0	5	0	0	0
Other	0	0	19	26	1	25	1	0	0

Table 24 – Race of Public Housing Residents by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: Housing Authority of the County of San Bernardino, PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	504	239	27	212	3	5	0
Not Hispanic	0	0	670	565	31	534	12	2	0

Table 25 – Ethnicity of Public Housing Residents by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: Housing Authority of the County of San Bernardino, PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The Housing Authority of the County of San Bernardino (HACSB) maintains site-based waiting lists for its public housing communities. There are approximately 100,000 households on the current public housing waiting lists, of those approximately 7% of households have identified themselves or someone in their family as having a special need which would require the HACSB to provide a reasonable accommodation in order to utilize its programs. However, the HACSB application does not ask applicants to disclose information related to the type of disability and/or accommodation needed.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Based on detailed tracking of Reasonable Accommodation requests received by the HACSB from its Housing Choice Voucher participants and Project Based Voucher residents, the greatest need

for accommodation is an additional bedroom either for the disabled household member and/or a required Live-in-Aide. For Public Housing residents the greatest need for accommodation is an additional bedroom either for the disabled household member and/or a required Live-in-Aide, however, the needs for a modification to a unit or for an accessible unit make up approximately 18% of all requests.

How do these needs compare to the housing needs of the population at large

While the needs of recipients receiving vouchers are more extensive, the need for decent and affordable housing is also reflected in the population at large. Citywide, there are at-risk populations in need of greater assistance than the population at large, including homeless individuals and families, low-income seniors, and people with disabilities.

For low- and moderate-income households, affordable housing, healthcare, and basic goods and services can sometimes be unattainable and recipients must rely on additional programs to obtain these necessary items. Housing subsidy through rental assistance, housing rehabilitation, and affordable housing acquisition is clearly a continuing need for a defined portion of the population. Stabilizing housing is a vital first step to maintaining the number and strength of the population at large.

Discussion

The City will continue to coordinate public housing efforts with the HACSB. The City will continue to seek all opportunities to maintain and increase the supply of affordable housing available in both public housing programs and other funding mechanisms.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

When a low-income household suffers from a personal crisis, the result can be loss of their housing. Issues most often cited by homeless persons as the cause of homelessness include substance abuse, loss of employment, health issues and injuries.

To most efficiently address the needs of the homeless population, HUD has tasked local governments with developing a Continuum of Care. The Continuum of Care (CoC) is a planning model designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and displacement caused to homeless individuals, families, and communities by homelessness; promote access to and effective utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

The City is part of the San Bernardino County Homeless Partnership (SBCHP). The SBCHP consists of community and faith-based organizations, educational institutions, nonprofit organizations, private industry, and federal, state, and local governments. Participating in the SBCHP, Ontario is able to leverage resources and ensure that a spectrum of services designed to meet the individual needs of homeless individuals and families can be developed.

A Continuum of Care will provide a range of services, including homelessness prevention, outreach and assessment, rapid re-housing, transitional housing, and permanent supportive housing. For many Ontario residents, the first entry into the Continuum of Care is through connections made by Ontario's Housing Services Outreach Team. The main goal of the outreach team is to bring awareness of available services and resources to the community to address households who are homeless or at risk of homelessness. Services provided by the outreach team include case management and advocacy for resources such as housing programs, mental health services, substance use treatment, employment services, food banks, public benefits, and medical programs. Additionally, the outreach team provides resources to meet immediate needs such as snack bags, bus passes, water, and hygiene kits.

Ontario is in the process of developing an interim Ontario Wellness Center, where individuals and families obtain emergency and interim housing along with supportive services directed to getting individuals and families off the streets and into a safe environment. From this point, homeless individuals and families will be assessed to determine if they are appropriate for rapid re-housing or temporary housing. Rapid re-housing involves moving a homeless individual or family into a permanent housing unit, usually with some kind of housing subsidy, and then providing supportive services to help them maintain their housing. Temporary housing provides housing and supportive services on a limited time basis, usually six months up to two years, to prepare a homeless individual or family to maintain stable housing after they exit the program. Finally, the goal is permanent housing, with or without supportive services, where formerly homeless individuals and families can live independently in a housing unit that they can afford and will be able to sustain. Stabilization services are typically provided to assist the family in overcoming any obstacles that may jeopardize their housing.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	0	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	34	163	0	0	0	0
Chronically Homeless Individuals	0	36	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	0	8	0	0	0	0
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	0	1	0	0	0	0

Table 26 - Homeless Needs Assessment

Alternate Data Source Name: San Bernardino County 2024 Point-In-Time Count

Data Source Comments

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Data is not available for number of persons becoming and exiting homeless each year; however, between 2023 and 2024, the number of persons experiencing homelessness in Ontario according to the point in time counts increased by 5.1%. In addition, 2018 San Bernardino City & County CoC Performance Profile data indicates the average length of time a person experiences homelessness is 57 days, which is a decrease of 25 days from 2017 data.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White		21
Black or African American		9
Asian		0
American Indian or Alaska Native		1
Pacific Islander		0
Multiple Races/Other		0
Don't Know/Refused		3
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic		44
Not Hispanic		34

Data Source Comments: San Bernardino County 2024 Homeless Count and Subpopulation Survey used for the racial and ethnicity demographics of the unsheltered homeless population in Ontario.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

According to PITC data, there are no families and 8 veterans in Ontario experiencing homelessness in 2024. This represents approximately 4.9% of the total unsheltered populations counted during the point in time count.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

As shown in the table above, over half (56.4%) of Ontario's homeless population that was surveyed during the 2024 Point-in-Time Count was Hispanic and the largest race was White (26.9%). This data mirrors the population demographics of the City, which according to 2022 American Communities Survey 5-Year Estimates Table B03002, Hispanic or Latino by Race, has 70.21% Hispanic population and 35.09% White population. It does not appear that any specific race is experiencing homeless disproportionately.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The San Bernardino County 2024 Homeless Count and Subpopulation Survey identifies 4,255 adults and children who are homeless on a given day in San Bernardino County. Of the 4,255 persons, 3,055 are unsheltered and 1,200 were sheltered. In Ontario, a total of 197 homeless persons were identified during the 2024 point in time count. There were 163 persons who were unsheltered and 34 sheltered with overnight vouchers or in transitional housing. The homeless population counted in Ontario represents 4.63% of the total homeless population counted in San Bernardino County. Within those surveyed in Ontario's unsheltered population, 46.2% were identified as chronically homeless and there were no chronically homeless families. There were no identified homeless population with children, 7.7% were victims of domestic violence, and 10.3% were veterans. Moreover, 25.6% of the Ontario unsheltered homeless population was experiencing a substance use problem or a disorder that seriously limits ability to live independently. The unsheltered population contained 6.4% with a developmental disability, 26.9% with a physical disability, 24.4% with mental health problems, and 1.3% diagnosed with HIV/AIDS.

Discussion:

In December 2023, the City of Ontario established an City-staffed outreach team. The main goal of the outreach team is to bring awareness of available services and resources to the community and to address households who are homeless or at risk of homelessness. Services provided by the outreach team include case management and advocacy for resources such as housing programs, mental health services, substance abuse treatment, employment services, food banks, public benefits, and medical programs. Additionally, the outreach team provides resources to meet immediate needs such as snack bags, bus passes, water, and hygiene kits.

In August 2023, the City of Ontario established the HOME-ARP Rental Assistance Program to mitigate potential homelessness and displacement of existing Ontario residents experiencing housing instability. Specifically, this program is aimed to assist Ontario residents at risk of homelessness by providing prospective and deferred rent payments. The program offers a comprehensive financial assistance package, which includes up to twelve months of financial assistance, of which up to six months can be used for rental arrears, with a maximum program limit of $30,000 per household. Eligible households receive this assistance to help stabilize their housing situation. Additionally, the program provides supportive services aimed at facilitating long-term housing stability.

The City has also developed the Tenant Based Rental Assistance Program (TBRA) in 2014 which provides 12-month housing vouchers for chronically homeless individuals and families to rapidly re-house them into permanent housing. As part of the TBRA program, the City has established a partnership with Ontario Montclair School District to serve homeless families that meet the McKinney-Vento Education Program definition of homelessness to help stabilize families living in unstable housing conditions, including over-crowded units.

The affordable permanent housing program consists of 85 units of affordable housing that offers optional housing stabilization supportive services. Tenancy is ongoing provided the tenant adheres to polices outlined in the tenant lease. In addition, the City has worked in cooperation with the County of San Bernardino Department of Behavioral Health and the Housing Authority of the County of San Bernardino to develop Project Gateway which provides up to 12 units of Permanent Supportive Housing (PSH) within the inventory of the 85 permanent housing units. These units are available to disabled, chronically homeless individuals with supportive housing services.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The non-homeless special needs populations include the elderly and the frail elderly, persons with mental, physical, and/or developmental disabilities, persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, and victims of domestic violence, dating violence, sexual assault, and stalking. These non-homeless special needs populations are not inherently at-risk of becoming homeless. However, without supportive housing and services, they are at risk of remaining in poverty, and may ultimately face homelessness or institutionalization. Below is a general description of the characteristics of special needs populations in the City. In

each instance, each special needs population is defined, and a brief outline, statistical data, and issues facing each population are discussed.

Describe the characteristics of special needs populations in your community:

Elderly persons are residents of the City that are 62 years or older and frail elderly persons are defined as elderly persons who require assistance with three or more activities of daily living, such as bathing, walking, and performing light housework. According to the American Community Survey 1-Year Estimates for 2023, the median age was 34.2 years, and in 2022 the median age was 33.6 years. The percentage of the population over 62 years of age has also decreased from 14.4% to 13.6%.

Mental illness is defined as having a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV). Mental illness can include major depression, schizophrenia, bipolar disorder, obsessive compulsive disorder, panic disorder, post-traumatic stress disorder, and borderline personality disorder. According to Table S1810 of the American Community Survey 2019-2023 5-Year Estimates, there were 12,262 or 6.89% of the population in Ontario living with a cognitive or independent living difficulty disability. These illnesses can affect the lives of residents or prevent them from maintaining housing, a steady job, and relationships with family and friends.

Persons with Disabilities encompass a large population, some of which fall into more than one special needs categories. According to the American Community Survey 2019-2023 5-Year Estimates, the number of persons living with disabilities in Ontario is 16,821, representing 9.5% of the population. An estimated 34.27% of the population 65 years and over in Ontario are classified as having a disability. These disabilities can hinder residents from finding adequate housing, work, and often require additional income to afford proper treatment.

Persons with alcohol and drug addictions remain an ever-changing population that places a high demand on resources. Often an individual with alcohol and/or other addictions goes undiagnosed. Alcohol use and the illegal use of drugs, such as opioids, marijuana, cocaine, methamphetamine, and prescription medications, is associated with other serious consequences including injury, illness, disability and death, as well as crime, domestic violence, and lost workplace productivity. Without treatment, these residents can become a danger to themselves and their family resulting in possible arrests and other dangerous consequences.

What are the housing and supportive service needs of these populations and how are these needs determined?

These populations are not inherently at-risk of becoming homeless; however, without supportive housing and services, they are at risk of remaining in poverty and may ultimately face homelessness or institutionalization.

Outside of general population data, there is little data on elderly persons and frail elderly persons within the City. These residents may need affordable housing, accessible housing, and home improvement programs to add accessibility improvements to their homes. In addition to those housing services, these residents may also need referrals for services available to seniors.

Mentally ill residents may also need affordable housing and would need a broader spectrum of supportive services than the general population. They may need counseling services, prescription assistance, health care assistance, substance abuse counseling, job referrals, and crisis intervention.

According to data provided from the American Community Survey 2019-2023 5-Year Estimates, there are approximately 16,821 persons in Ontario with a disability. The instance of disabilities among seniors is significantly higher with 34.27% of the population aged 65 years and over living with some type of disability. These residents may need affordable housing, accessible housing, and home improvement programs to add accessibility improvements to their homes. In addition, they may need fair housing counseling services and health care assistance.

Persons with alcohol or drug addictions may also need affordable housing or housing with supportive services. In addition, they may need counseling services, court services, health care assistance, and substance abuse intervention services.

The needs within Ontario for each of these populations are determined by the available demographics, including population data and data from existing public services and non-profit service providers. Collaboration with these agencies in the preparation of the City's strategic plan assist in identifying programs that meet the needs based on the demand within the City.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The City does not receive HOPWA funds.

Discussion:

A wide variety of programs and services provided by the City and several agencies are currently available in Ontario. The City currently monitors 782 units of affordable housing restricted to senior citizens. In addition, the City works with several County of San Bernardino agencies, such as Department of Behavioral Health, Department of Aging and Adult Services, and Department of Public Health, that provide services to these special needs populations. The City also coordinates with several non-profit agencies to provide housing resources and supportive services to the special needs population, including Inland Fair Housing and Mediation Board and Neighborhood Partnership Housing Services.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

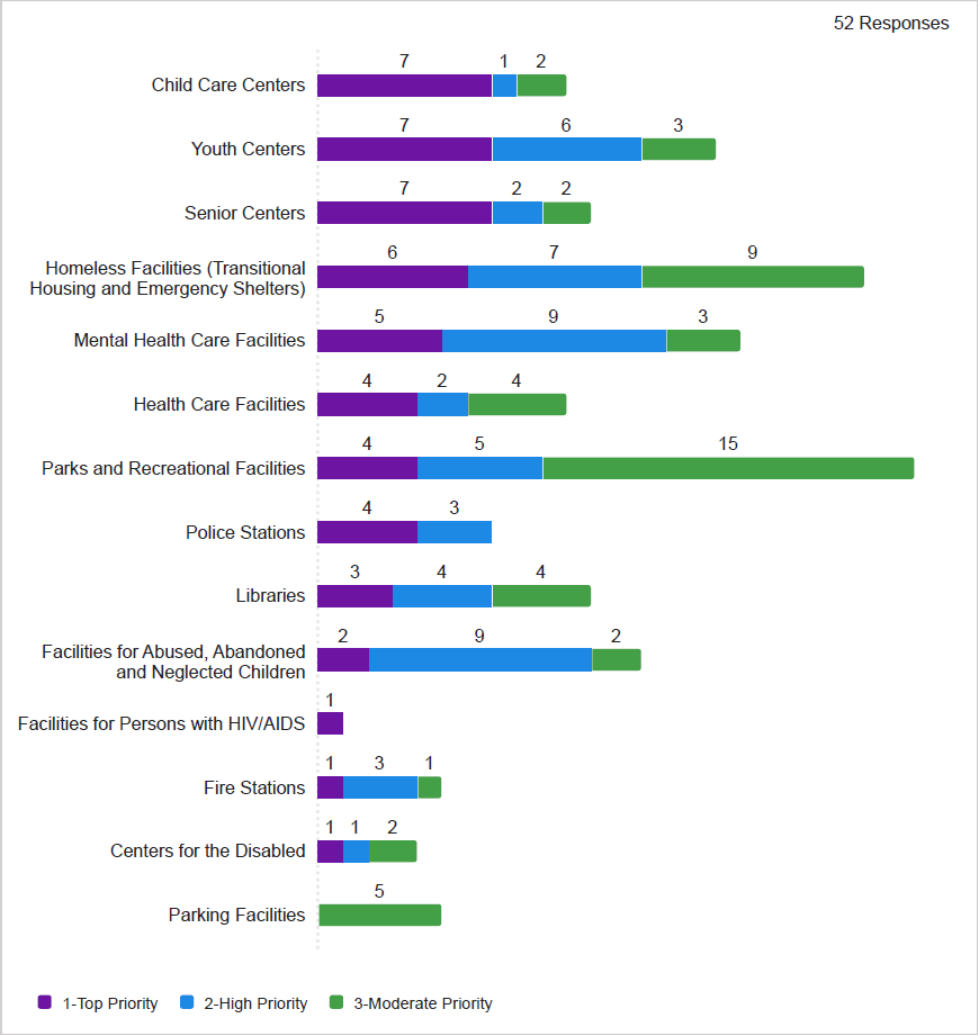
Public facilities such as health, recreation, and children's facilities are provided in Ontario. For lower income households, the need for these public facilities is great. Often these households require access to free or affordable rate facilities that are in their neighborhoods, especially for children and senior citizens, whose mobility is limited. The *FY2025-2029 Consolidated Plan Community Needs Survey* ranked community facilities for youths/teens the highest, in addition to a high priority for Child Care Centers, Senior Centers, and Homeless Facilities. Parks and Recreational Facilities got the highest count of responses, though most responses ranked it as a moderate priority. Graph 1 illustrates the responses for public facility needs from the survey. In addition to the *FY2025-2029 Consolidated Plan Community Needs Survey*, staff also consulted

with the City facilities staff and community services staff to determine where needs existed at current public facilities.

How were these needs determined?

The City distributed the *FY2025-2029 Consolidated Plan Community Needs Survey* between September 2024 through February 2025. The survey provided an opportunity for residents to communicate their opinions and comments on housing, public facilities, public improvements, public services, and economic development needs. The survey was provided in three different forms. 1) Paper Copy – residents filled this out by hand and submitted to the City of Ontario Housing Services Department. 2) Online Survey – residents could take the survey online by scanning a QR Code or accessing the online link. The QR code was displayed on flyers, social media, and the City's website. 3) Interactive Boards – staff members guided residents through an interactive version of the survey during tabling at community events, community centers, and various City facilities and events. During this exercise, residents listed their priorities for areas of improvement. The ranking questions were sorted and high and low priorities were established. In addition to the survey tool, City staff were consulted regarding needs at public facilities.

Graph 1 – Public Facilities Needs Assessment



Describe the jurisdiction's need for Public Improvements:

The City shares the responsibility for providing infrastructure services with several public agencies. The following list indicates which agencies provide services to eligible census tracts located with the City:

- City of Ontario Engineering Department (streets, sidewalks, curbs, gutters, and local storm drains)
- San Bernardino County Flood Control District (regional flood control facilities)
- Ontario Municipal Utilities Company (local sewage collection, domestic water service)
- Chino Basin Municipal Water District (regional sewage collection and treatment)
- City of Ontario Solid Waste Department (collection of single-family residential refuse and recyclable materials, and collection of all other refuse and recyclable materials).

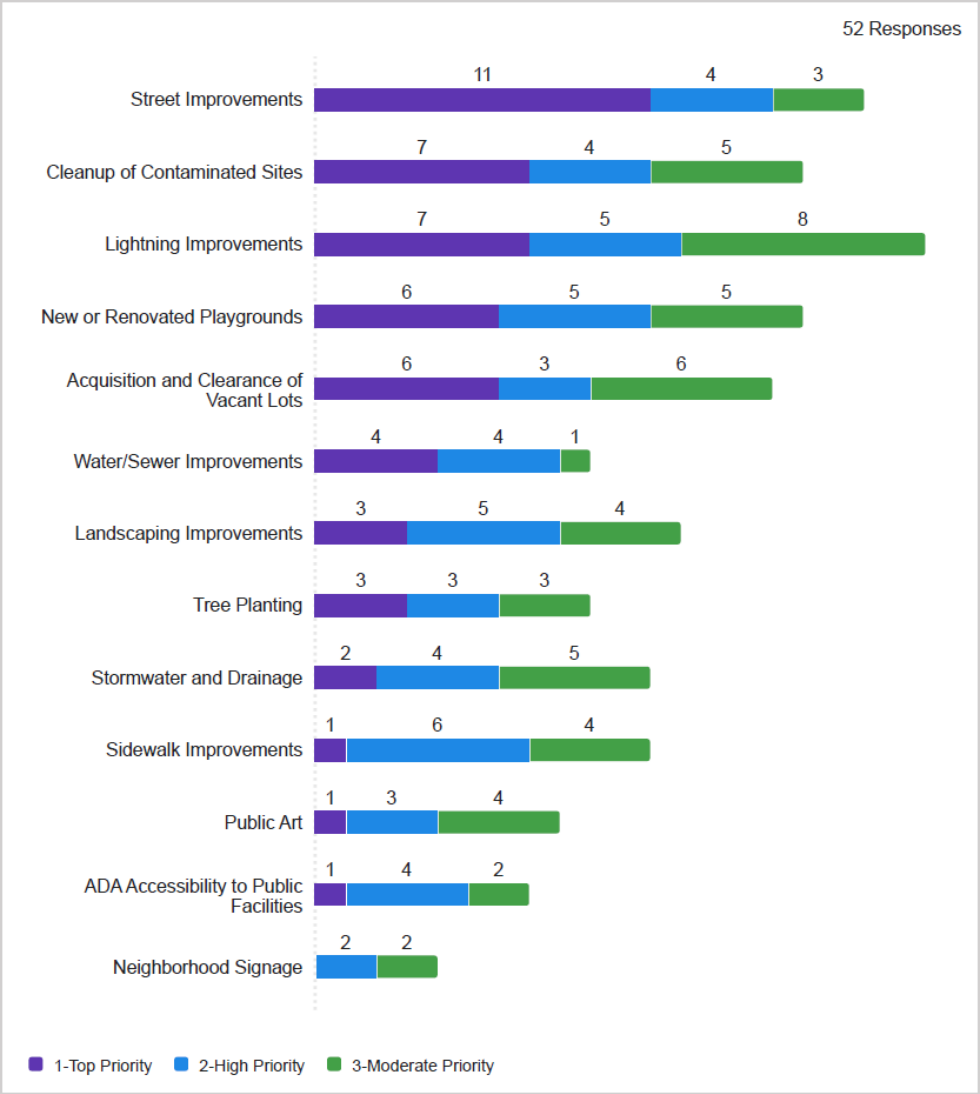
The *FY2025-2029 Consolidated Plan Community Needs Survey* respondents rated neighborhood improvements that benefit low- and moderate-income areas, such as street improvements, tree planting, stormwater/drainage, and street lighting the highest of the public improvement categories. Graph 2 illustrates the scores for the public infrastructure needs on the survey. Street improvements ranked the highest, followed by cleanup of contaminated sites and lighting improvements.

In addition to the *FY2025-2029 Consolidated Plan Community Needs Survey*, staff also consulted with the City engineering and community services staff to determine where needs exist with the public infrastructure systems.

How were these needs determined?

The City distributed the *FY2025-2029 Consolidated Plan Community Needs Survey* between September 2024 through February 2025. The survey provided an opportunity for residents to communicate their opinions and comments on housing, public facilities, public improvements, public services, and economic development needs. The survey was provided in three different forms. 1) Paper Copy – residents filled this out by hand and submitted to the City of Ontario Housing Services Department. 2) Online Survey – residents could take the survey online by scanning a QR Code or accessing the online link. The QR code was displayed on flyers, social media, and the City's website. 3) Interactive Boards – staff members guided residents through an interactive version of the survey during tabling at community events, community centers, and various City facilities and events. During this exercise, residents listed their priorities for areas of improvement. The ranking questions were sorted and high and low priorities were established. In addition to the survey tool, City staff were consulted regarding public infrastructure needs.

Graph 2 – Public Infrastructure Needs Assessment



Describe the jurisdiction's need for Public Services:

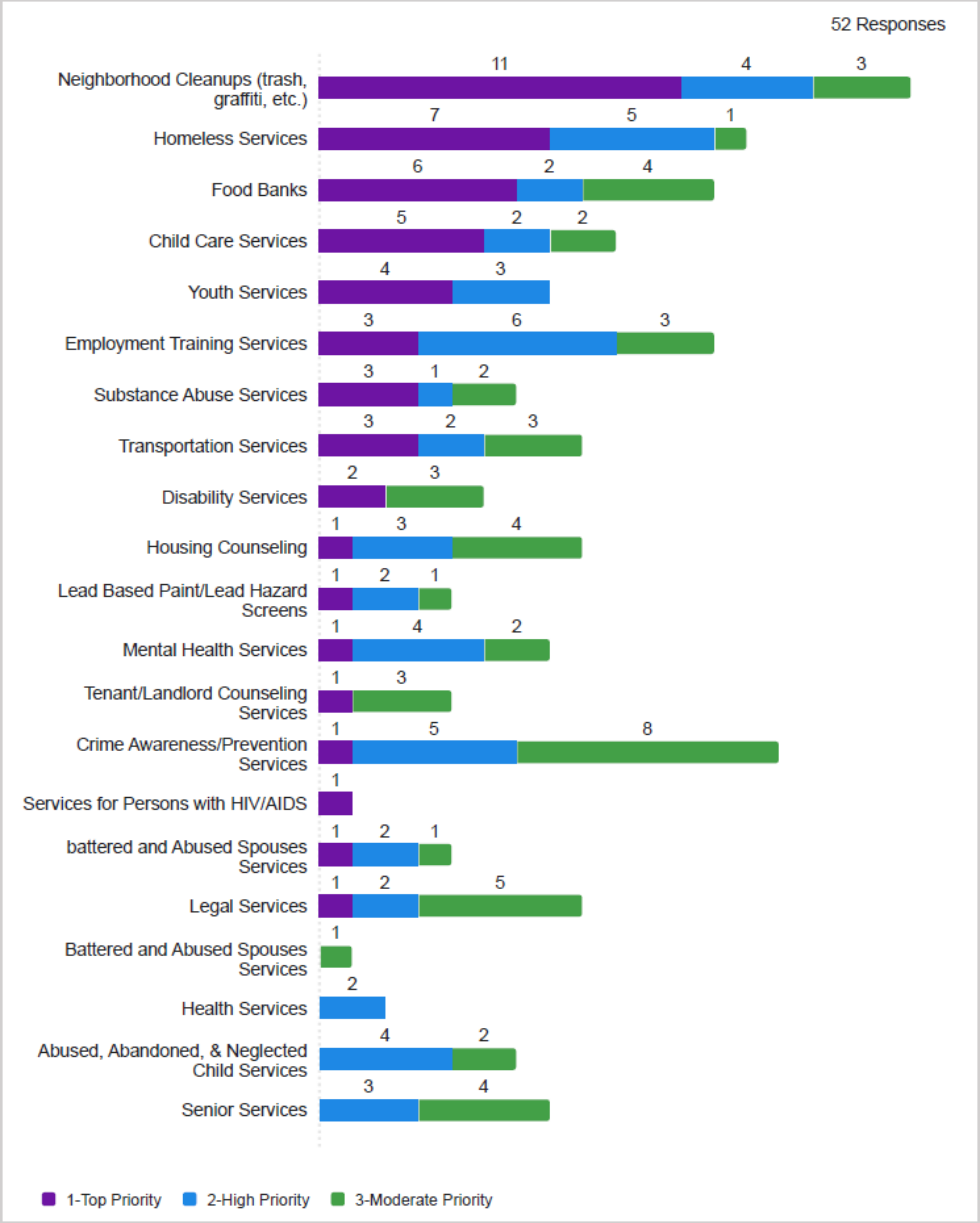
The *FY2025-2029 Consolidated Plan Community Needs Survey* ranked services for neighborhood cleanup and homeless services the highest, followed by food banks, childcare services, and employment training services. Crime awareness/prevention services received the second highest number of responses, with the majority of the responses being Moderate Priority. Graph 3 illustrates the scores for public service needs on the survey.

How were these needs determined?

The City distributed the *FY2025-2029 Consolidated Plan Community Needs Survey* between September 2024 through February 2025. The survey provided an opportunity for residents to communicate their opinions and comments on housing, public facilities, public improvements, public services, and economic development needs. The survey was provided in three different forms. 1) Paper Copy – residents filled this out by hand and submitted to the City of Ontario

Housing Services Department. 2) Online Survey – residents could take the survey online by scanning a QR Code or accessing the online link. The QR code was displayed on flyers, social media, and the City's website. 3) Interactive Boards – staff members guided residents through an interactive version of the survey during tabling at community events, community centers, and various City facilities and events. During this exercise, residents listed their priorities for areas of improvement. The ranking questions were sorted and high and low priorities were established. In addition to the survey tool, City staff were consulted regarding public service needs.

Graph 3 – Public Services Needs Assessment



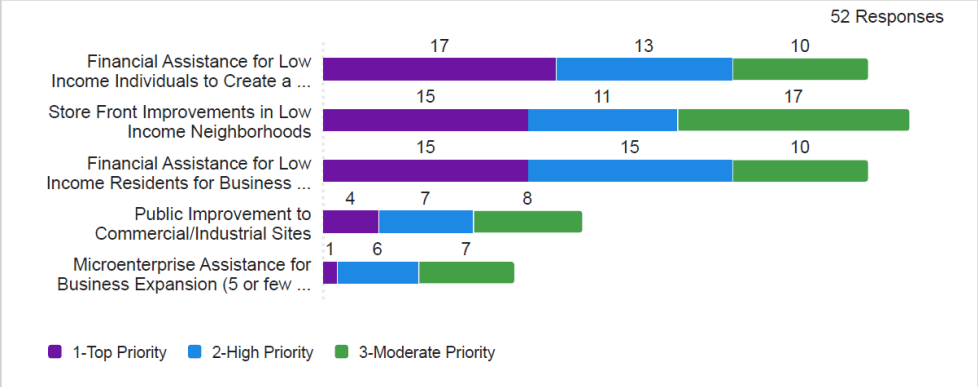
Describe the jurisdiction's need for Economic Development

The *FY2025-2029 Consolidated Plan Community Needs Survey* ranked "financial assistance for low-income individuals to create a small business" the highest, followed by "store front improvements in low-income neighborhoods", and "financial assistance for low-income residents for business expansion and job creation". Graph 4 illustrates the scores for economic development needs on the survey.

How were these needs determined?

The City distributed the *FY2025-2029 Consolidated Plan Community Needs Survey* between September 2024 through February 2025. The survey provided an opportunity for residents to communicate their opinions and comments on housing, public facilities, public improvements, public services, and economic development needs. The survey was provided in three different forms. 1) Paper Copy – residents filled this out by hand and submitted to the City of Ontario Housing Services Department. 2) Online Survey – residents could take the survey online by scanning a QR Code or accessing the online link. The QR code was displayed on flyers, social media, and the City's website. 3) Interactive Boards – staff members guided residents through an interactive version of the survey during tabling at community events, community centers, and various City facilities and events. During this exercise, residents listed their priorities for areas of improvement. The ranking questions were sorted and high and low priorities were established. In addition to the survey tool, City staff were consulted regarding needs for economic development.

Graph 4 – Economic Development Needs Assessment



2024-29 Consolidated Plan and 2025-26 One Year Action Plan

Housing Market Analysis

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The City is committed to ensuring the provision of the widest range of housing choices for the varied lifestyles of its residents and future workforce. By encouraging an adequate supply and diversity of housing, the City will accommodate its changing housing needs, support economic prosperity, foster an inclusive community, and become the urban center of the Inland Empire.

The Ontario Plan, provides the following principles related to housing:

- A range of housing for all income levels is essential to a complete community;
- The City's housing stock should match the type and price needed by current and future residents and workforce, including those with special needs;
- Preserving, maintaining, improving and creating distinct neighborhoods and the housing stock protects property values and provides a desirable place to live; and
- Affordable, quality housing helps attract and retain a qualified workforce and supports a prosperous local economy.

For the purposes of this plan, affordable housing will be defined based on Section 215 of the National Affordable Housing Act:

- Rental Housing is considered affordable if:
  1. The unit bears rent not greater than the existing fair market rent as established by HUD or rent that does not exceed 30 percent of the adjusted income of a family whose income equals 65 percent of the median income for the area as determined by HUD and adjusted for the number of bedrooms in the unit; and
  2. The unit is occupied only by households that qualify as low-income families.
- Owner-occupied Housing is considered affordable if:
  1. The unit has an initial purchase price that does not exceed 95 percent of the median purchase price for the area as determined by HUD; and
  2. The unit is the principal residence of an owner whose family qualifies as a low-income family.

Based on the data analyzed in the market analysis, the City formulated different levels of need for three income levels: low-income households, very low-income households, and extremely low-income households. These need levels will form the basis for the City's Five-Year Strategic Plan.

- Low-income households earn between 50 and 80 percent of the area median income.
- Very low-income households earn between 30 and 50 percent of the area median income.
- Extremely low-income households earn less than 30 percent of the area median income.

In addition to the private housing market, the City examined the inventory of public and assisted housing to determine the level of need for the following types of housing and services:

- Homeless Facilities and Services including: Homelessness Prevention, Emergency Housing, Transitional Housing, Permanent Supportive Housing, and Supportive Services.
- Supportive Housing including: Elderly, Persons with Disabilities, Persons suffering from Substance Abuse, and Persons living with HIV/AIDS.
- Public Housing and Subsidized Housing including: Low Income Housing Tax Credit Units, Public Housing developments and Housing Choice Vouchers, HUD multi-family developments, and locally funded housing.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The Housing Services Department reviewed several variables of the community's housing stock in order to gain a complete understanding of the available supply of homes. This section will address the supply, tenancy, condition, and other characteristics of existing housing stock, as well as future housing development.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	31,016	57.50%
1-unit, attached structure	4,360	8.08%
2-4 units	5,029	9.32%
5-19 units	4,606	8.54%
20 or more units	6,587	12.21%
Mobile Home, boat, RV, van, etc.	2,342	4.34%
Total	***53,940***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: DP04 Selected Housing Characteristics 2022 5-year ACS

All residential properties by number of units

The 2018-2022 American Community Survey indicates that Ontario's housing stock contains 53,940 units, an increase of 6.3 percent, or 3,405 units, from the 2015 census data (2011-2015 American Community Survey) which shows 50,535 total housing units.

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	319	0.62%	1,230	2.38%
1 bedroom	453	0.88%	4,944	9.55%
2 bedrooms	5,455	10.54%	10,763	20.79%
3 or more bedrooms	22,583	43.63%	6,013	11.62%
Total	***28,810***	***55.66%***	***22,950***	***44.34%***

Table 28 – Unit Size by Tenure

Data Source: B25042 Tenure by Bedrooms 2022 5-Year ACS

Unit Size by Tenure

Table 28 provides a breakdown of the size of the housing units in Ontario by tenure. The table shows that 55.25% of Ontario's housing units contain three or more bedrooms and 10.43% of the

units are one-bedroom units. Just 2.99% of total housing units, or 1,549, units are considered to be efficiency units.

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The Housing Services Department currently monitors a total of 1,989 housing units that have been assisted with federal, state, and local programs to ensure ongoing housing affordability and compliance with Owner Participation Agreements and/or Regulatory Agreements. Of these units, 2.71% (54 units) are reserved for extremely low-income tenants, those with incomes at or below 30% of area median income. A total of 559 units, or 28.10%, are reserved for low-income tenants, those with incomes at or below 50% of area median income, and 30.12%, or 599 units, are reserved for moderate-income tenants, those with incomes at or below 80% of area median income. Units restricted for senior citizens make up 39.32% of the total restricted units, or 782 units.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Due to expiring covenants for bond-funded properties, a total of 130 units (18 units restricted for very low-income households (50% AMI) and 112 units restricted for low-income tenants (80% AMI)) are expected to be lost between May 2025 and August 2026.

Does the availability of housing units meet the needs of the population?

Despite the data available from the American Community Survey and other sources, the ever-changing needs, wants, and circumstances of individuals constituting the family unit makes it impractical to prescribe a formula to determine the exact number of households in need of assistance. Some may need a rental subsidy while others need a larger unit. Unmet needs for the purpose of this assessment were estimated by calculating the number of households that spend more than 30 percent of their gross monthly income on housing expenses. These households are termed cost burdened. It is important to note that the City does not intend to help only households experiencing a cost burden.

Describe the need for specific types of housing:

Affordable housing for residents continues to be a great need within the City of Ontario. According to 2017-2021 ACS CHAS data, 40.51% (20,690) of households in Ontario are low-income (80% AMI or below). In addition, 42.67% of Ontario's households are considered cost burdened. It's estimated that roughly 46.83% of low-income households are considered severely cost burdened.

The increasing need for affordable rental units remains a great need within the community. In addition, homeowners will continue to have trouble remaining in their homes as cost burden continues to increase. 2017-2021 CHAS data also shows that nearly 20% of Ontario's homeowners are cost burdened.

According to the Table S1810 American Community Survey 2023 5-Year Estimates, 16,821 persons, or 9.46% of the total population, within Ontario are living with a disability. Of the 15,497 adults living with a disability, 52.15% report living with an ambulatory difficulty, 22.05% report

living with a self-care difficulty, and 39.41% report living with an independent living difficulty. These residents would be more likely to need housing designed for special needs populations.

Discussion

The population in Ontario continues to grow. Ontario has developed in the last five years the Ontario Ranch which is currently about one-third complete and is expected to provide more than 47,000 additional housing units to the city. The City continues to seek out any available funding to provide affordable housing to all populations and a variety of income levels. Ontario has developed Emporia Place I, Emporia Place II, and Vista Verde affordable housing developments over the last five years. The Ontario Housing Authority has acquired four parcels in addition to a parcel already owned to assemble a 5.5-acre site for proposed affordable housing development. The Ontario Housing Authority has entered into a Disposition and Development Agreement for a 144-unit affordable housing development on this site with National Community Renaissance for this site and is currently applying for financing to support the project. The Ontario Housing Authority is also working on two other sites and negotiating with developers for additional affordable housing for those sites to be developed in the next five years.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Affordable housing is an important priority for Ontario's high-cost housing market. Additional resources are needed to help reduce the cost of owning or renting a home. As housing prices and interest rates have experienced a rapid increase in the past 5 years throughout the nation, homeownership is increasingly out of reach for the average Ontario resident. Affordable housing is a priority that has been the focus of substantial collaborative efforts. The loss of redevelopment in California has left a gap in the funding opportunities available for affordable housing. As such, additional resources are needed to help reduce the cost of owning or renting a home. A significant portion of homeowners and renters in Ontario are cost-burdened, paying increasing percentages of their incomes and rent and mortgages.

The 2071-2021 CHAS data reveals that 47.40% of renters and 19.02% of owners in Ontario spent more than 30% of gross household income on housing. This number has rapidly increased in the past 5 years and puts these residents at high risk for homelessness and other economic crises. In comparison the 2011-2015 CHAS data reflected that 21.26% of renters and 11.13% of owners in Ontario spent more than 30% of gross household income on housing. According to the Table DP04 American Community Survey 2023 1-Year Estimates, the median gross rent in Ontario is $1,937 and 56.06% of renter-occupied households spend more than 30% of their monthly income on housing.

According to Table DP04 American Community Survey 2023 1-Year Estimates, the median monthly cost of owning a home in Ontario is $2,497 which is an increase of 22.82% in 5 years. This survey also shows 41.65% of households that own their own home pay more than 30% of their monthly income on housing costs. According to Zillow, in January 2025 the median sold price of existing single-family homes in Ontario was $454,353, a 32.05% increase from the 2020 median home sales price.

Cost of Housing

	Base Year: 2017	Most Recent Year: 2022	% Change
Median Home Value	$320,000	$513,000	37.62%
Median Contract Rent	$1,353	$1,826	25.90%

Table 29– Cost of Housing
Data Source: 2017 DP04 5-Year ACS (Base Year), 2022 DP04 5-Year ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	283	1.26%
$500-999	1,410	6.30%
$1,000-1,499	4,101	18.33%
$1,500-1,999	8,269	36.95%
$2,000 or more	8,313	37.15%
Total	***22,376***	***100%***

Table 30 - Rent Paid
Data Source: 2022 DP04 5-Year ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	1,505	No Data
50% HAMFI	2,158	1,663
80% HAMFI	14,605	773
100% HAMFI	27,320	1,399
Total	**22,790**	**3,835**

Table 31 – Housing Affordability
Data Source: 2017-2021 CHAS

Additionally, the Fair Market Rents (FMR) are not reflective of rents in Ontario. The Housing Authority of the County of San Bernardino has been designated as a Move-To-Work Agency and as such has defined regional FMRs. The West Valley FMRs have been added to Table 33 as a reference.

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	$1,517	$1,611	$2,010	$2,707	$3,304
High HOME Rent	$1,148	$1,231	$1,478	$1,699	$1,876
Low HOME Rent	$897	$961	$1,152	$1,332	$1,486

Table 32 – Monthly Rent
Data Source: 2024 HUD FMR and HOME Rent Limits Riverside-San Bernardino-Ontario, CA MSA

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Submarket 8	$1,925	$2,477	$3,028	$3,410	$3,960

Table 33 – Moving to Work Local Payment Standards
Data Source: 2024 Housing Authority of the County of San Bernardino Moving to Work Local Payment Standards effective 11/1/2024

Is there sufficient housing for households at all income levels?

Affordable housing for all income levels has not yet been achieved. Households paying a high percentage of their income for rent often have trouble paying for other basic needs such as food, clothing, utilities, medical, and additional expenses.

How is affordability of housing likely to change considering changes to home values and/or rents?

As the housing market improves owners may be less willing to rent single-family homes at an affordable rate. In addition, as the market improves and the median sales price of homes increases, fewer residents will be able to afford to purchase a home resulting in a larger demand for rental housing. This increased demand, may result in higher rents making it even more difficult for households to find affordable housing.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

According to Zillow.com, the area median rent for a two-bedroom apartment unit is $2,300 which is 14.42% above the fair market rent and 40.89% above the high HOME rent limit for the same size unit. According to the National Low-Income Housing Coalition's Two-Bedroom Wage Calculator (https://nlihc.org/oor/zip?code=91762) a household would need to earn on average $89,190 per year to be able to afford the area median rent. The median household income in Ontario is $79,129. These statistics demonstrate a clear need for additional affordable housing units and the preservation of existing affordable housing.

Discussion

The need for affordable housing continues to grow. A significant number of households within Ontario experience a high housing cost burden given the existing average cost of housing in the city. The City places an emphasis on the goal of creating and retaining affordable housing opportunities for both renters and homeowners. The City seeks additional funding sources as available to leverage federal funds in the creation and retention of affordable housing.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The condition of housing stock in Ontario is slowly aging with over 62.81% of all owner and renter-occupied homes over 40 years old. As the housing stock continues to age, without proper maintenance and rehabilitation, the percentage of units facing unsuitable conditions will continue to rise. This often occurs in areas of lower income where the funds needed to repair units are not available. Suitable and affordable living conditions are basic needs every resident of the City deserves, and home repairs can become costly to fix.

Approximately 50.07% of all occupied housing units in Ontario contain at least one of the four selected housing conditions. For the purposes of this section, selected conditions include lacks complete plumbing facilities, lacks complete kitchen facilities, more than one person per room, and cost burden greater than 30%. According to the 2017-2021 CHAS, very few occupied housing

units, 1.29% or 660 of total housing units lack complete plumbing facilities or lack complete kitchen facilities.

As shown in Table 34, over 56% of Ontario's owner-occupied and 43% of renter-occupied housing units were constructed prior to 1980. Moreover, almost 13.03% of renter-occupied housing units have children under 6 years of age present in the home while a smaller percentage of 11.18% of renter-occupied housing units have children under 6 years of age present in the home. These homes would represent the risk posed by lead-based hazards within Ontario's housing stock.

Definitions

Standard Condition: A standard unit would be a unit that meets state and local housing and building codes.

Substandard Condition: The City uses the State of California's definition of blight as found in California Health and Safety Code Section 33031 and the Uniform Code for the Abatement of Dangerous Buildings Section 302.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	10,152	35.90%	12,214	53.60%
With two selected Conditions	632	2.23%	2,427	10.65%
With three selected Conditions	10	0.04%	136	0.60%
With four selected Conditions	0	0.00%	0	0.00%
No selected Conditions	17,487	61.83%	8,010	35.15%
Total	**28,281**	**100%**	**22,787**	**100%**

Table 34 - Condition of Units

Data Source: B25123 2021 5-Year ACS Tenure by Selected Physical and Financial Characteristics

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	3,564	12.60%	3,812	16.73%
1980-1999	7,736	27.35%	8,196	35.97%
1950-1979	14,309	50.60%	8,622	37.84%
Before 1950	2,672	9.45%	2,157	9.47%
Total	**28,281**	**100%**	**22,787**	**100%**

Table 35– Year Unit Built

Data Source: B25036 2021 5-Year ACS Tenure by Year Structure Built

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	16,981	60.04%	10,779	47.30%
Housing Units build before 1980 with children present	3,325	11.75%	2,825	12.39%

Table 36 – Risk of Lead-Based Paint

Data Source: 2017-2021 CHAS

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	218	0	218
Abandoned REO Properties	0	0	0

Table 37 - Vacant Units

Alternate Data Source Name: www.hudhomesusa.org
Data Source Comments: Data pulled 05/26/2025

Need for Owner and Rental Rehabilitation

Based on the age of the majority of the housing stock in Ontario, it is expected that these units will need significant repair and rehabilitation to the roof, heating and air conditioning, and other key components. The *Needs Assessment survey and activity* ranked programs that provide assistance to low- and moderate-income homeowners for rehabilitation as a high need and rental property rehabilitation as a low need.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards

Lead-based paint hazards consist of any condition that causes exposure to lead from lead-based paint dust, lead-based paint contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. Lead poisoning is one of the most common and preventable health hazards to American children today. Research indicates that even a low level of lead in a child's blood can have harmful effects on physical and developmental health. Children are more susceptible to the effects of lead, because their growing bodies absorb more lead and young children often put their hands and other objects in their mouths. In addition, their brains and nervous systems are more sensitive to the damaging effects of lead.

Residents of any housing built before 1978 are considered to be at risk of exposure to some amount of lead-based paint. Older housing is more likely to have lead-based paint and the amount of lead pigment in the paint tends to increase with the age of the housing. As noted earlier, 54.35% of Ontario's occupied housing stock was built prior to 1980, with just under 10% of these units built prior to 1950.

According to the 2023 American Community Survey 5-Year Estimates Table DP03, 11.9% of Ontario's families have incomes below the poverty level, which would equate to approximately 6,242 housing units. Of the total housing units, 52.22%, or 28,171 units, were built before 1980 presenting a potential lead hazard for low-income families. In addition, 9.1% of the families living below poverty have children under the age of five years old, resulting in potentially high risk for lead-based paint hazards. This analysis does not take into consideration that it is likely, that a larger population of low- and moderate-income households living in older units, which could increase this number.

Discussion

Given the aging nature of the majority of the housing stock within Ontario, it is necessary to evaluate the needs for programs related to assistance to make repairs for low-income homeowners and rehabilitation of existing rental units to increase the available supply of quality

affordable housing. Resources in addition to federal funding needs to be sought to create opportunities for these types of programs, including funding opportunities and opportunities to partner with other organizations that provide these services.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

For the purposes of this section, public housing developments and units are defined as those that were constructed pursuant to the United States Housing Act of 1937.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	1,321	8,678	552	8,126	352	1,109	834
# of accessible units	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 38 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

There are no public housing projects within the City.

Public Housing Condition

Public Housing Development	Average Inspection Score
N/A	N/A

Table 39 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

There are no public housing projects within the City.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The HACSB owns thousands of federally assisted and affordable housing units throughout the County. HACSB continues to strategically update and add units to their inventory of available affordable housing. The HACSB's efforts and County's affordable housing preservation efforts are designed to target the improvement of affordable housing projects or creation of new affordable housing that are occupied almost exclusively by extremely low, very low, and low-income households.

Discussion:

According to the 2022 HACSB Annual Report, the following units covered by HACSB are within Ontario:

VOUCHER RENTAL ASSISTANCE PROGRAM UNITS: 706

Families assisted through this program have the choice to live in a housing unit that is privately owned by the landlords that partner with HACSB. The rent subsidy is paid directly to each partner landlord.

HOUSING AUTHORITY-OWNED UNITS: 24

These units are owned by the Housing Authority of the County of San Bernardino and were either acquired or developed through a variety of partnerships with the state of California, San Bernardino County Department of Community Development and Housing, and Housing Partners I Inc., a nonprofit public housing corporation.

LIMITED LIABILITY COMPANY AND LIMITED PARTNER UNITS: 153

These units are owned by a limited partnership or limited liability company of which the Housing Authority is a member.

HOUSING PARTNERS I INC.: 214

These units are part of the property portfolio of Housing Partners I.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

In December of 2023 the City established the Housing Services Department under the Community Life and Culture Agency to provide a range of housing services and facilities that, among other populations, serve homeless individuals and families, and those at risk for homelessness. Currently homeless services in Ontario include the following programs and services:

- Ontario Access Center – During FY 2023-24, the City terminated its contract with its non-profit partner and began to administer homeless services activities in-house while searching for a new operator of these services. The former Ontario Access Center located at 435 S. Bon View Ave. was closed during FY 2023-24 due to substantial structural issues. A new location for an interim access center, along with emergency/interim housing units was identified. The City acquired a former motel at 1522 W. Mission Blvd. and is in the process of renovating the site to allow the facility to be converted to an interim site for the Ontario Wellness Center (OWC), which will provide services to meet basic needs and resources to those currently homeless along with emergency and interim housing. This site will provide amenities specifically designed to serve Ontario's chronically homeless population. The OWC meets a critical need by providing one stop homeless service center within Ontario that provides emergency case management, distribution of tangible resources, showers, restrooms, and laundry facilities, along with short-term housing units. The focus of the OWC is to provide the services and resources necessary to successfully transition homeless persons into stable permanent housing.
- Permanent Housing - The permanent affordable housing program consists of 85 units of affordable housing that offers optional housing stabilization services, provided by the City's staff of social workers. Tenancy is ongoing provided the tenant adheres to lease requirements.

- Project Gateway – Project Gateway is a component of the permanent affordable housing program and consists of 12 project-based Permanent Supportive Housing vouchers used to house mentally ill homeless individuals and families in partnership with the Housing Authority of the County of San Bernardino and the County of San Bernardino Department of Behavioral Health.
- Tenant Based Rental Assistance – The City 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 and providing optional housing stabilization services.
- HOME-ARP Rental Assistance Program – In August of 2023, the City established the HOME-ARP Rental Assistance Program to mitigate potential homelessness and displacement of existing Ontario residents experiencing housing instability. Specifically, this program aims to assist Ontario residents at risk of homelessness by providing prospective and deferred rent payments. The program offers a comprehensive financial assistance package, which includes up to twelve months of support, of which up to six months can be used for rental arrears, with a maximum program limit of $30,000 per household. Eligible households receive this assistance to help stabilize their housing situation. Additionally, the program provides housing stabilization services aimed at facilitating long-term housing stability.
- City of Ontario Outreach Program – The City established the outreach team in December 2023. The main goal of the outreach team is to bring awareness of available services and resources to the community to address households who are homeless or at risk of homelessness. Services provided by the outreach team include case management and advocacy for resources such as housing programs, mental health services, substance abuse treatment, employment services, food banks, public benefits, and medical programs. Additionally, the outreach team provides resources to meet immediate needs such as snack bags, bus passes, water, and hygiene kits.
- Opioid Settlement - In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against three pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen and against manufacturer Janssen Pharmaceuticals, Inc. These national settlements have been finalized, and payments began to be distributed in FY 2023-24. In all, the Distributors will pay up to $21 billion over 18 years, and Janssen Pharmaceuticals, Inc. will pay up to an additional $5 billion. Since 2021, additional litigants have been added and additional settlements have been reached and the City has signed on to receive additional funds from these settlements.
- Kaiser Permanente Healthy Communities Program - Kaiser Permanente has established the Community Health Grant Program to provide direct services to disadvantaged and/or underserved populations that address funding priorities identified in the Kaiser Permanente San Bernardino County Service Area Community Health Needs Assessment. The grant supports the capacity of homeless service providers to serve individuals at risk of or experiencing homelessness. The City applied for and was awarded grant funding in

FY 2023-24 and FY 2024-25 to provide resources to support healthy transportation, weather protection, healthy skincare, healthy nutrition, and documentation protection.

- Extreme Weather Motel Voucher Program - In FY 2022-23, the City established the Extreme Weather Motel Voucher Program to provide emergency shelter for high-risk individuals and/or families experiencing homelessness through motel vouchers, during periods of inclement weather.
- Aftercare Program - The aftercare program provides six months or more of housing stabilization services to graduates of the emergency and temporary shelter programs and those residing in permanent affordable housing. Participation in the program is voluntary and allows clients to select the services they wish to receive based on individual need.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year-Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	0	0	0	12	0
Households with Only Adults	0	0	0	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 40 - Facilities and Housing Targeted to Homeless Households

Data Source City of Ontario

Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

In addition to the Homeless Services Department, the City works with a number of agencies to provide supportive services to homeless persons. These agencies include San Bernardino County Department of Behavioral Health, the HACSB, Inland Valley Hope Partners, Salvation Army, Foothill Family Shelter, United Way/211, House of Ruth, VA Loma Linda Health Care System, Ontario Montclair School District Health and Wellness Services, and Park Tree Community Health Center. Services targeted to homeless persons provided from these agencies include health care services, mental health care services, housing services, provision of meals, food bank, referrals for employment services, and basic needs, such as hygiene kits, diapers, laundry detergent, and feminine hygiene products.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

As stated above, the City has operates the Housing Services Department, of which one component is the outreach program which identifies and connects homeless persons and those at risk of homelessness to available resources. In addition, the City is in the process of developing the Ontario Wellness Campus (OWC) that will serve as the interim location to provide basic needs and resources to homeless individuals and families along with emergency and temporary housing units. The OWC meets a critical need by providing one stop homeless service center within Ontario that provides emergency case management, distribution of tangible resources, showers, restrooms, lockers, and laundry facilities. The focus of the OWC is to provide the services necessary to successfully transition homeless persons into stable permanent housing. Many of these services by their nature are targeted to the chronically homeless. The Tenant Based Rental Assistance (TBRA) program was specifically designed to serve only chronically homeless individuals and families. The City works in cooperation with the HACSB, and the San Bernardino County Department of Behavioral Health to provide housing and mental health services to homeless veterans and their families.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

The non-homeless special needs populations include the elderly and the frail elderly, persons with mental, physical, and/or developmental disabilities, persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, and victims of domestic violence, dating violence, sexual assault, and stalking. These non-homeless special needs populations are not inherently at-risk of becoming homeless. However, without supportive housing and services, they are at risk of remaining in poverty, and may ultimately face homelessness or institutionalization. The City in cooperation with the County of San Bernardino Department of Behavioral Health, and the HACSB operates the Project Gateway Program which provides 12 Permanent Supportive Housing vouchers to house homeless individuals and families that also have a mental illness.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Outside of general population data which shows there is 27.16% of the population that is 62 years of age and older in Ontario, there is little data on elderly persons and frail elderly persons within Ontario. These residents may need affordable housing, accessible housing, and home improvement programs to add accessibility improvements to their homes. In addition to those housing services, these residents may also need referrals for services available to seniors.

Mentally ill residents may also need affordable housing and would need a broader spectrum of supportive services than the general population. They may need counseling services, prescription assistance, health care assistance, substance abuse counseling, job referrals, and crisis intervention.

According to data provided from the 2022 American Community Survey 1-Year Estimates, there are approximately 16,575 persons in the City with a disability which equates to 9.4% of the City's total population. The instance of disabilities among seniors is significantly higher with 36.78% of the population aged 65 years and over living with some type of disability. These residents may

need affordable housing, accessible housing, and home improvement programs to add accessibility improvements to their homes. In addition, they may need fair housing counseling services and health care assistance.

Persons with alcohol or drug addictions may also need affordable housing or housing with supportive services. In addition, they may need counseling services, court services, health care assistance, and substance abuse intervention services.

The needs within Ontario for each of these populations are determined by the available demographics, including population data and data from existing public services and non-profit service providers. Collaboration with these agencies in the preparation of the City's strategic plan assist in identifying programs that meet the needs based on the demand within the City.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The City does not operate any programs designed specifically for those populations returning from mental and physical health institutions. The City in cooperation with the County of San Bernardino Department of Behavioral Health and the HACSB operate the Project Gateway program, which provides 12 Permanent Supportive Housing vouchers for homeless individuals and families with severe mental illness. Participants in the Project Gateway program are provided with a voucher for a permanent housing unit and supportive services to ensure that they are able to maintain stable housing.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City funds the Senior Support Services program with CDBG funds. This program is operated by Inland Fair Housing and Mediation Board (IFHMB). IFHMB has provided application-based services to seniors in Ontario for the State of California's Home Energy Assistance Program (HEAP) for 25 years. This program provides senior citizens with a rebate of up to $248 in utility rebates. While seniors could complete the applications themselves, the forms can be confusing and require that sensitive documentation be included in the application packet. The Senior Program Coordinator ensures that only appropriate copies are submitted to the state; returns original documents and a copy of the application to the senior and mails the application from IFHMB's office. Rebates are returned directly to the applicant. In the FY 2023-24, IFHMB helped 315 citizens in Ontario complete applications. During the course of working with seniors, IFHMB will also assist them with any complaints or information they may need during the workshop.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City works in partnership with service provider organizations to provide services to non-homeless special needs populations, including robust senior programs at Ontario Senior Center. Services provided at the Ontario Senior Center include senior meal program, including meal delivery, Silver Stars senior transportation program, and a variety of resources to assist seniors

with meeting their daily needs. In addition, the City evaluates available funding opportunities for special needs housing on an ongoing basis.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

As defined by the Consolidated Plan regulations, a *barrier to affordable housing* is a public policy, such as land use controls, property taxes, zoning ordinances, building codes, fees and charges, growth limits, and other policies. To distinguish a barrier to affordable housing from an impediment to fair housing choice, is to think of a barrier as not unlawful necessarily (i.e., the lack of affordable housing stock, in and of itself, is a barrier to affordable housing).

Various factors may constrain or limit the City's ability to address its housing production needs, such as governmental regulations or environmental considerations. Market factors, including a change in interest rates or construction costs, may affect the feasibility of building housing or the affordability of housing to the community. Moreover, housing goals may at times conflict with the need to promote other important City goals, including open space or economic development.

This section will analyze three potential constraints to the production, maintenance, and improvement of housing in Ontario:

- Market factors – including the demand for housing, development costs, availability of financing, the price of land, and other factors affecting supply, cost, and affordability of housing;
- Governmental factors – including land use regulations, residential development standards, building codes, local fees and taxes, permit procedures, and other local policies; and
- Environmental factors – including the adequacy of infrastructure, public services, and water supply to support new development within the older and newer portions of the community.

Market Factors

The feasibility of building new single-family and multi-family housing depends on a number of market factors: land costs, the availability or lack of infrastructure and services for the site, the cost of site improvements, construction costs, the availability of financing, and the achievable sales price or rent structure. Fees charged for housing also play into the overall financial pro forma for new housing.

Land costs typically represent one of the largest components of the total cost of new housing. Because the availability of land has dwindled over the past years, land costs have increased, as have housing prices. Land costs vary throughout the community and depend on the underlying zoning for the site, whether infrastructure is needed, the surrounding area, and location.

Construction costs, which include labor and materials, are the largest component of housing. Like all costs components, the cost of constructing housing can vary significantly by project type (e.g., apartments, townhomes, or single-family homes), the quality of construction materials, the location of new housing, the number of stories of the project, whether underground or subsurface parking is required, labor costs, and profit margin.

The cost and availability of financing can impact a household's ability to purchase or home or to perform necessary maintenance and repairs. As prices for market-rate housing increase, the subsidies to bridge the amount a household can afford to pay, and the market price of the unit have become very high. As a result, substantial financial subsidies, often from multiple funding sources, are required to finance the construction of affordable housing. However, only a few affordable housing developers can assemble multiple funding sources and have experience in complying with the complex regulatory requirements governing the use of various funding programs.

Governmental Factors

The Land Use Element prescribes the allowable uses of land in Ontario. Land use categories are provided to guide the type of development, intensity or density of development, and the permitted uses of land. The City's Development Code implements the General Plan by providing specific direction and development standards within each of the general land use categories. Land use regulations often restrict density and limit housing types in locations that might otherwise be suitable for affordable housing.

The City charges a range of development fees and exactions to recover the costs of providing services to new development. Fees are designed to ensure that developers pay a fair pro rata share of the costs of providing infrastructure and compensate the City for processing the application. Generally, fees in Ontario range from $20,000 to $44,000 for a prototypical project. Although development fees add to the cost of residential construction, they are not considered a constraint to the production of affordable housing. Government Code regulations require that fees do not exceed the estimated reasonable cost of providing the service. In addition, Ontario City Council adopted a resolution approving the reduction of development impact fees for projects covered by an Affordable Housing Agreement with the City.

Environmental Factors

Environmental and infrastructure issues affect the amount, location, and timing of new residential development. New housing opportunities create challenges regarding public infrastructure extensions and expansions, and encroachment into agricultural land. In addition, the availability of adequate water, public infrastructure such as wells and wastewater treatment facilities, and other public services and facilities can impact the feasibility of new residential development.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Consolidated Plan regulations require an assessment of community development needs, including those needs related to public facilities, public improvements, public services, and economic development. The Housing and Municipal Services Agency, as the lead entity for the Consolidated Plan, is committed to developing effective investment strategies to meet these needs using the City's Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	648	772	1	1	0
Arts, Entertainment, Accommodations	8,404	7,562	12	7	-5
Construction	6,230	4,451	7	4	-3
Education and Health Care Services	15,186	7,749	15	7	-8
Finance, Insurance, and Real Estate	3,602	3,953	4	4	-1
Information	924	2,066	2	2	0
Manufacturing	9,422	13,401	12	12	0
Other Services	4,237	2,928	3	3	-1
Professional, Scientific, Management Services	8,891	7,524	6	7	1
Public Administration	3,108	0	0	0	0
Retail Trade	11,585	13,139	12	12	-1
Transportation and Warehousing	11,065	15,526	7	14	7
Wholesale Trade	3,104	11,822	8	11	3
Total	86,406	90,893	--	--	--

Table 41 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	91,781
Civilian Employed Population 16 years and over	86,406
Unemployment Rate	5.9%
Unemployment Rate for Ages 16-24	29.6%
Unemployment Rate for Ages 25-65	31.7%

Table 42 - Labor Force

Data Source: DP03 2022 5-Year ACS & S2031 2022 5-Year ACS

Occupations by Sector	Number of People
Management, business and financial	23,822
Farming, fisheries and forestry occupations	4,028
Service	15,246
Sales and office	18,884
Construction, extraction, maintenance and repair	4,028
Production, transportation and material moving	20,703

Table 43 – Occupations by Sector

Data Source: S2405 2023 5-Year ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	51,476	56.1%
30-59 Minutes	25,875	28.2%
60 or More Minutes	14,314	15.6%
Total	**91,665**	**99.9%**

Table 44 - Travel Time

Data Source: DP03 2022 5-Year ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	15,760	998	13,538
High school graduate (includes equivalency)	22,042	1,396	12,944
Some college or Associate's degree	28,376	1,798	11,619
Bachelor's degree or higher	20,446	1,295	6,512

Table 45 - Educational Attainment by Employment Status

Data Source: DP03 2023 5-Year ACS & B16010 2023 5-Year ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	2,166	3,678	2,925	4,859	2,126
9th to 12th grade, no diploma	1,899	3,224	2,564	4,259	1,863
High school graduate, GED, or alternative	4,891	8,306	6,606	10,973	4,801
Some college, no degree	4,063	6,899	5,487	9,115	3,988
Associate's degree	1,566	2,659	2,115	3,513	1,537
Bachelor's degree	2,786	4,730	3,762	6,249	2,734
Graduate or professional degree	1,024	1,739	1,383	2,298	1,005

Table 46 - Educational Attainment by Age

Data Source: S1501 2023 5-Year ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	32,692
High school graduate (includes equivalency)	41,299
Some college or Associate's degree	47,875
Bachelor's degree	30,497
Graduate or professional degree	86,542

Table 47 – Median Earnings in the Past 12 Months

Data Source: S1505 2023 5-Year ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to Table 40, the largest sector with the most job opportunities in Ontario is transportation and warehousing. Additional job opportunities exist in the manufacturing and retail trade job sectors. These three sectors account for 46.28% of the jobs in Ontario. Ontario is fortunate in its location as a transportation center. Three major arteries of Southern California's freeway system, Interstate 10, I-15, and Route 60, intersect in Ontario providing strategic access to major transportation centers, including the Ports of Los Angeles and Long Beach. Ontario is also served by two major railways including the Burlington Northern Santa Fe Railway and Union Pacific Railway. Finally, Ontario International Airport, a mid-size commercial airport with service to major cities and a FedEx and UPS transportation hub.

Describe the workforce and infrastructure needs of the business community:

Like much of the nation, the local economy has recently experienced the negative impact of inflation and the increase of pricing in the housing market. Since 2020, the unemployment rate has increased, and as of January 2025, it was 4.6%, an increase from 3.5% as of December 2019. The cost-of-living index in Ontario is 23% above the national average but is lower than many of the other large markets in the surrounding area. Ontario has more than 100 million square feet of industrial manufacturing and distribution space and given its strategic location, is the hub of industry in the Inland Empire.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The majority, 71.81%, of Ontario's residents have achieved an education level equivalent to a high school diploma or higher. Since many of the major job sectors in Ontario are in low-skilled industries, the skills and education match very well to the largest employment opportunities in the jurisdiction. A large portion of Ontario's population, 46.93% have had at least some college or have earned higher degrees, supporting growth in emerging markets such as education and health care services.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The City of Ontario Economic Development Agency continues to partner with the County of San Bernardino Workforce Development Department (WDD) to assist businesses with finding qualified candidates. The WDD attends monthly Business Services meetings and regularly meets with Agency staff and business partners. This partnership allows the Agency to connect federal and state grant funding with businesses in need of increased staff support. In addition, through the State of California's Transformative Climate Communities grant that was awarded to the City, a dedicated WDD employee has been located at the Ovitt Family Community Library to provide workforce development services within Ontario.

As part of the Mayor and City Council's commitment to a 'Complete Community', the Agency worked in conjunction with the West End Workforce Collaborative, which continues to provide education and training opportunities for Ontario students and employers. The Agency has also maintained its relationship with the County's Alliance for Education in order to increase Science, Technology, Engineering and Math (STEM) programs in Ontario schools. The Online to College Program at Corona Elementary School in the Ontario-Montclair School District has continued in its fourth year and provides students with the opportunity to attend Chaffey College at no cost after completing the grades 5-12 program. This program has been expanded to cover all Ontario-Montclair School District schools, as well as Chaffey High School, through the Promise Scholars program. Promise Scholars has served over 7,000 students who took part in college tours,

business leader college/career presentations, FAFSA (Free Application for Federal Student Aid) application events, and college application processes.

In addition, the City of Ontario has established a scholarship program for high school graduates residing in Ontario which provides free tuition for up to two consecutive years at a California community college of the student's choice for eligible students who do not already qualify for the California Community Colleges Board of Governors (BOG) Fee Waiver Program.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City does not have a CEDS.

Discussion

The City has not historically used the resources contemplated by this Consolidated Plan for economic development activities. However, Ontario has a proactive economic development agency that works diligently to attract and retain commercial and industrial partners in the City. The primary goal of the Ontario Economic Development Agency is to create, maintain and grow the economic value of the City. The Agency provides services to the City's residents and businesses, including the attraction of potential business and investment, new development, adaptive reuse projects, the retention and expansion of current businesses, workforce development, tourism and public relations. This also results in job creation and a revitalized business climate.

In addition, Ontario has implemented a small commercial façade improvement program targeted in downtown Ontario since 2019 and has expanded this program since then. The City will continue to use this program as a model to expand to other targeted neighborhoods to provide exterior façade improvements.

The Agency promotes Ontario as the location of choice for doing business in Southern California by highlighting its strong fundamentals: a growing population; a diverse business community; a lower cost alternative to coastal markets; a highly trained and available workforce; lower housing costs; an efficient transportation system; the City's proximity to the Port of Los Angeles and Port of Long Beach; and being home to the Ontario International Airport.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Reviews of census data, U.C. Davis Center for Regional Change Regional Opportunity Index (ROI) data, and CalEnviro mapper data revealed no overly impacted areas when compared to other areas within Ontario. The majority of residential areas in Ontario demonstrate similar demographics and needs, with few exceptions.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

To determine areas with a high concentration of low-income families, the overall percent of low- and moderate-income families for Ontario as a whole (52.16%) was evaluated against the percent of low- and moderate-income families for each census tract within Ontario. Data from the American Community Survey 2018-2023 Low- and Moderate-Income Summary Data published by HUD was used to evaluate this data. The City has defined a concentration of low-income families to be any census tract where the percentage of low- and moderate-income families for a census tract that exceeds the proportion of the City as a whole by 10%. Eleven census tracts met this definition. A map showing these block groups can be found on page 77.

To determine areas with a high concentration of racial or ethnic minorities, the proportion of each racial or ethnic group for the population of Ontario as a whole was evaluated against the proportion of each racial or ethnic group for the population of each census tract within Ontario. Data from Table B03002 from the 2023 American Community Survey 5-Year Estimates was used to evaluate this data. The City has defined a concentration of a particular racial or ethnic group to exist where the proportion of a census tract for that racial or ethnic group exceeds the proportion of the City as a whole by 10%. For example, the Hispanic/Latino population is 70.73% of Ontario's population; a block group would be considered to have a high concentration of Hispanic/Latino population if the proportion of the Hispanic/Latino population in that block group exceeded 80.78% of the total population for that tract.

Hispanic/Latino residents account for 70.73% of Ontario's population, Black/African American residents account for 6.68% of Ontario's population, and Asian residents account for 9.69% of Ontario's population. A total of eight census tracts were identified as having a high concentration of Hispanic/Latino population, two census tracts were identified as having a high concentration of Asian population, and one census tract was identified as having a high concentration of Black/African American population. A map showing these census tracts can be found on page 78.

What are the characteristics of the market in these areas/neighborhoods?

A summary of the housing problems in the census tracts that have been identified as having a high concentration of low-income families and minority populations can be found in the tables on the following page.

Census Tract	% LMI Families	Median Household Income	% Experiencing a Cost Burden	% Substandard Housing Conditions	% Overcrowded	% Severely Overcrowded
Ontario	42.43%	$61,602	45.06%	3.69%	8.60%	3.56%
10.01	60.47%	$55,164	49.69%	1.50%	9.52%	5.32%
10.02	62.17%	$52,809	46.43%	3.07%	10.06%	8.51%
11.01	62.65%	$52,295	44.00%	7.47%	12.93%	5.71%
13.05	62.41%	$41,042	54.49%	5.42%	13.57%	10.98%
14.00	52.77%	$33,549	62.72%	5.18%	1.16%	6.96%
15.01	56.04%	$50,281	49.75%	4.78%	8.77%	7.59%
15.03	75.31%	$42,331	58.03%	1.41%	19.68%	8.73%
15.04	54.84%	$46,202	53.90%	3.78%	13.30%	3.61%
16.00	78.65%	$37,370	57.04%	4.07%	18.92%	7.50%
18.12	53.08%	$43,089	58.83%	6.65%	6.10%	6.55%
18.13	62.20%	$63,618	42.11%	5.51%	27.03%	8.37%

Areas of Low-Income Families Concentration

Data Source: 2018 American Community Survey 5-Year Estimates Tables B19013, B25070, B25091, B25047, B25051, and B25014

Census Tract	% Hispanic Population	% Experiencing a Cost Burden	% Substandard Housing Conditions	% Overcrowded	% Severely Overcrowded
Ontario	69.64%	47.13%	5.18%	8.60%	3.56%
10.02	82.51%	46.43%	3.07%	10.06%	8.51%
13.05	84.35%	54.49%	5.42%	13.57%	10.98%
15.01	90.27%	49.75%	4.78%	8.77%	7.59%
15.03	90.39%	58.03%	1.41%	19.68%	8.73%
16.00	96.35%	57.04%	4.07%	18.92%	7.50%
18.10	83.88%	41.28%	0.79%	7.92%	4.80%
18.12	85.01%	58.83%	6.65%	6.10%	6.55%
18.13	86.53%	42.11%	5.51%	27.03%	8.37%

Areas of Hispanic Population Concentration Table

Data Source: 2018 American Community Survey 5-Year Estimates Tables B03002, B25070, B25091, B25047, B25051, and B25014

Census Tract	% Asian Population	% Experiencing a Cost Burden	% Substandard Housing Conditions	% Overcrowded	% Severely Overcrowded
Ontario	69.64%	47.13%	5.18%	8.60%	3.56%
19.03	27.24%	36.69%	2.79%	6.92%	0.89%
21.09	18.93%	58.10%	3.55%	1.21%	1.26%

Areas of Asian Population Concentration Table

Data Source: 2018 American Community Survey 5-Year Estimates Tables B03002, B25070, B25091, B25047, B25051, and B25014

Census Tract	% Black/African American Population	% Experiencing a Cost Burden	% Substandard Housing Conditions	% Overcrowded	% Severely Overcrowded
Ontario	69.64%	47.13%	5.18%	8.60%	3.56%
21.09	19.47%	58.10%	3.55%	1.21%	1.26%

Areas of Black/African American Population Concentration Table

Data Source: 2018 American Community Survey 5-Year Estimates Tables B03002, B25070, B25091, B25047, B25051, and B25014

The evaluation of the market conditions of these neighborhoods included an analysis of the housing problems in these census tracts versus the city as a whole. Housing problems include the following items:

- Households experiencing a cost burden, those paying in excess of 30% of gross household income for housing expenses;
- Substandard housing conditions, units lacking complete plumbing or kitchen facilities;
- Overcrowding, units one or more occupant per room; and
- Severe overcrowding, units with 1.5 or more occupants per room.

A disproportionately higher incidence is identified when the percentage of households with a particular housing problem in a particular census tract exceeds the percentage of households with that same housing problem citywide by more than 10%. Five of the eleven census tracts that have a higher concentration of low-income families indicate disproportionately higher occurrences of housing problems.

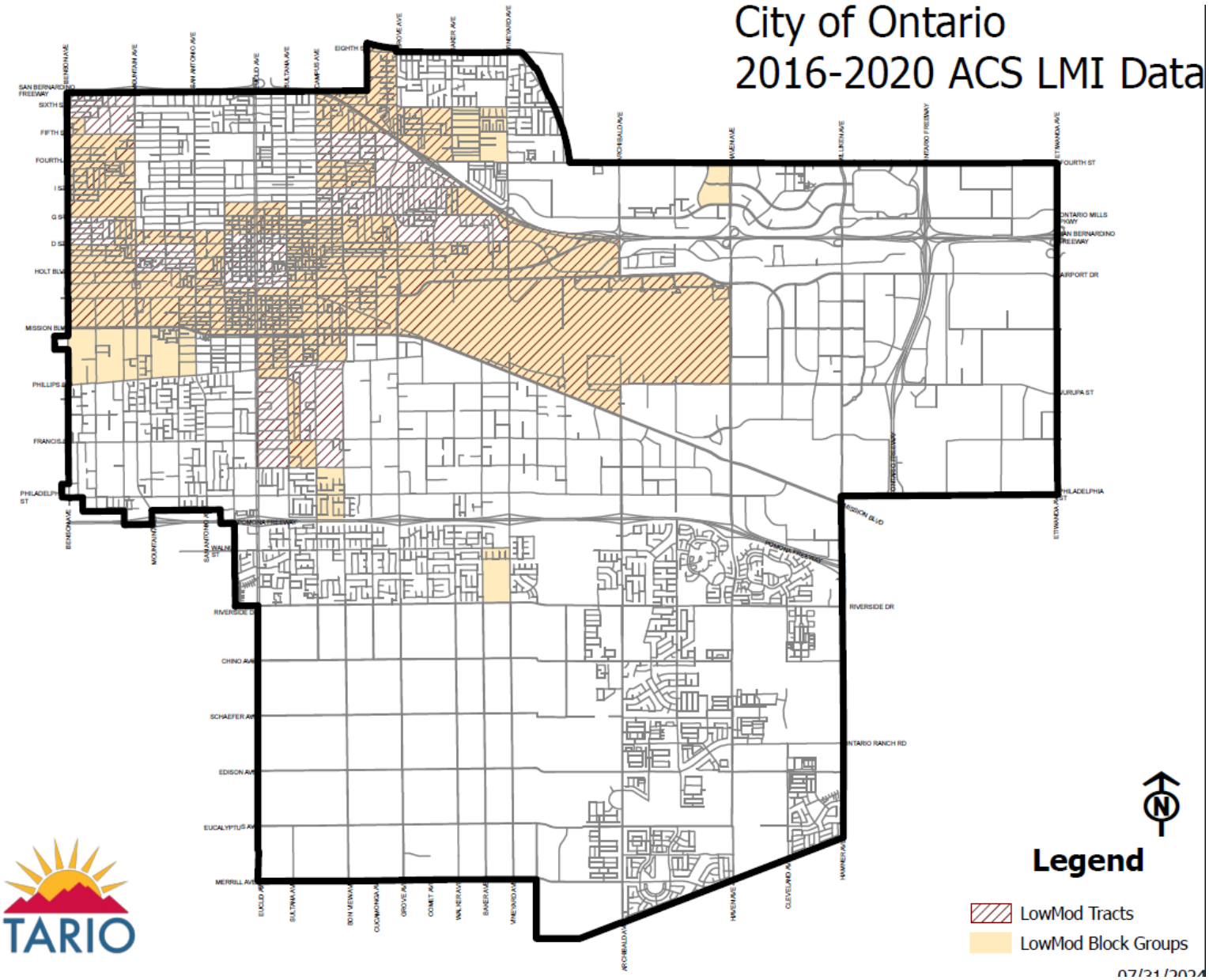
Five of the eleven census tracts with concentrations of minority population indicate disproportionately higher incidences of housing problems. Three tracts, or 27.28%, indicate a higher rate of households experiencing a cost burden. Four tracts, or 36.37%, demonstrate a higher rate of overcrowding.

Are there any community assets in these areas/neighborhoods?

As of 2025, there are seven community centers, and 35 parks located throughout Ontario. There are two public libraries – one located in the north part of Ontario and a branch library located in the south part of Ontario. In addition, there are a number of privately-owned parks and facilities available to residents in various locations throughout Ontario.

Are there other strategic opportunities in any of these areas?

The City seeks opportunities to leverage federal, state, and local resources and to geographically locate projects and services to get the highest and best use from each public dollar spent. Since no areas were identified that had needs above other areas of the city, resources will be focused strategically to gain benefits from available funding sources. The City will seek to identify projects that will transform neighborhoods into vibrant communities with reinvestment of resources and services in these areas. Funding sources identified at the time of publication of this plan include State of California Affordable Housing and Sustainable Communities program which focuses eligibility on sites that are near public transit resources. Another funding source available for the production of affordable housing is Low Income Housing Tax Credits (LIHTC). The LIHTC offers higher scores for projects that are sited near specific amenities, which would lend to projects based along major corridors that have access to these resources.


City of Ontario
2016-2020 ACS LMI Data
Legend
LowMod Tracts
LowMod Block Groups
N

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

The broadband issue for low- and moderate-income persons in Ontario is not availability but perhaps affordability. Ontario is a long-established community, and as such, availability of services such as broadband have been in place for a number of years. Persons living on fixed incomes or working low wage jobs may not be able to afford the monthly payment for broadband access. There are locations such as libraries and public facilities which do provide access, though it may not be the most convenient for users. However, in today's market the use of wireless internet through a smartphone has likely become the option of choice for most users including low- and moderate-income persons. Additionally, developers are required to include broadband wiring during construction from the project site to the public right-of-way and provide conduit for future fiberoptic installation by the City in the public right-of-way, if it does not already exist.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

According to Broadbandnow.com Ontario currently has 22 internet providers. The average download speed in Ontario is 80 Mbps, which is just under the average speed in California (93Mbps). Monthly costs range from $40 to $129. Given these facts, Ontario appears to have sufficient competition to allow low- and moderate-income households to choose a broadband internet service provider.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

In 2018, the City adopted a Hazard Mitigation Plan (HMP). The purpose of the HMP is to assess risk for potential hazards and demonstrate the plan for reducing and/or eliminating risk in the City. The HMP process developed goals and projects that will reduce risk and build a more disaster resilient community by analyzing potential hazards.

Ontario is located in Southern California and has a Mediterranean-like climate with moderate temperatures & low humidity year-round. The average median temperature is 83°F and average annual rainfall is 16.1 inches.

The HMP sites the 2009 Climate Adaptation Strategy's (CAP) delineation of how climate change may impact and exacerbate natural hazards including wildfires, extreme heat, floods, drought, and levee failure within the desert region, which includes San Bernardino County and the City.

The CAP states that in the future climate change is expected to lead to increases in the frequency, intensity, and duration of extreme heat events and heat waves in San Bernardino County and the rest of California, which are likely to increase the risk of mortality and morbidity due to heat-related illness and exacerbation of existing chronic health conditions. Those most at risk and vulnerable to climate-related illness are the elderly, individuals with chronic conditions such as heart and lung disease, diabetes, and mental illnesses, infants, the socially or economically disadvantaged, and those who work outdoors.

In addition, the CAP states climate change will result in drastically reduced supply from the Colorado River and the State Water Project. Declining snowpack in the San Gabriel Mountains, San Gorgonio Mountains, and San Jacinto Mountains will lead to permanently diminished local water supply. Higher temperatures will melt the snowpack earlier and drive the snowline higher, resulting in less snowpack to supply water to California users. Droughts are likely to become more frequent and persistent in the 21st century. Intense rainfall events, periodically ones with larger than historical runoff, will continue to affect California with more frequent and/or more extensive flooding. Storms and snowmelt may coincide and produce higher winter runoff. Together, these changes will increase the probability of dam and levee failures in the San Bernardino County Flood Control District.

Finally, the CAP states warmer weather, reduced snowpack, and earlier snowmelt can be expected to increase wildfire risk through fuel hazards and ignition risks. These changes can also increase plant moisture stress and insect populations, both of which affect forest health and reduce forest resilience to wildfires. An increase in wildfire intensity and extent will increase public safety risks, property damage, fire suppression and emergency response costs to government, watershed and water quality impacts, vegetation conversions and habitat fragmentation.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Any occurrence of a disaster whether caused by man, nature or climate change has devastating impacts on the people affected. The impact on vulnerable lower income populations may be even more devastating. A number of these households may not have insurance or sufficient insurance to cover an unexpected event such as a fire or flood. Households renting are likely more vulnerable than homeowners as there is a great possibility a renter does not have insurance to protect themselves. Even lower income homeowner can be affected as they may not have the means to afford insurance.

The City has adopted the 2014 Community Climate Action Plan with the goal to reduce Green House Gas (GHG) emissions within Ontario. In addition, the City received a grant from the State of California Transformative Climate Communities (TCC) program the provides pedestrian pathway improvements, enhanced crosswalks, bike plans, public transportation enhancements, urban forestry, and solar programs all in an effort to reduce GHG and encourage alternate modes of transportation. The reduction of GHG will mitigate some of the impacts to the environment of climate change, especially for low- and moderate-income households.

2025-29 Consolidated Plan and 2025-26 One Year Action Plan

Strategic Plan

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan section of the Consolidated Plan summarizes Ontario's five-year strategies and objectives to address the needs described earlier in the Consolidated Plan. To carry out each objective, the City has developed measurable actions that it will undertake each year. The City of Ontario 2025-2029 Consolidated Plan includes five Annual Action Plans. Each of these plans will describe the activities planned for the coming program year to carry out the five-year strategies. Additionally, each Consolidated Annual Performance and Evaluation Report (CAPER) will report the City's progress in carrying out the strategies, objectives, and actions.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

The City does not have any locally identified local target areas, Neighborhood Revitalization Strategy Areas (NRSA), Community Development Financial Institution (CDFI) defined service area, or Strategy Areas.

However, the City does work with local agencies, including CDFIs, and will evaluate strategic partnerships within these areas as opportunities arise. In addition, in June 2019, the City adopted a three-year Neighborhood Preservation Strategy (NPS) Plan that identified four target neighborhoods based on a number of economic, demographic, and environmental factors. The NPS also created the Neighborhood Action Team which is tasked with identifying opportunities and implementing strategies and programs to build community within these target neighborhoods. A subsequent plan was adopted in 2022 identifying an additional five target neighborhoods, and an additional update is currently being prepared for approval in 2025.

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The specific location of housing and community development projects is a crucial issue. 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, 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.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

	Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
1	Affordable Housing - Rental Assistance	High	Extremely Low Low Moderate Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill veterans Victims of Domestic Violence Elderly Persons with Mental Disabilities Persons with Physical Disabilities		Housing Strategy Goal #1 Public Housing Strategy	Rental assistance programs will provide assistance for housing costs to extremely low-income and very low-income households.	The need for affordable housing remains constant in Ontario. There is not a sufficient amount of affordable housing and rental assistance programs are one way to make these resources available.

	Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
2	Affordable Housing - Production of New Units	High	Extremely Low Low Moderate Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill veterans Victims of Domestic Violence Elderly Persons with Mental Disabilities Persons with Physical Disabilities		Housing Strategy Goal #1 Housing Strategy Goal #3	Projects to produce new affordable housing units may be targeted to owner-occupied or renter-occupied housing types.	The need for affordable housing remains high in Ontario. There is not a sufficient amount of affordable housing and new affordable housing projects are one way to make these resources available.
3	Affordable Housing - Rehab of Existing Units	Medium	Extremely Low Low Moderate Large Families Families with Children Elderly Persons with Physical Disabilities		Housing Strategy Goal #2 Lead Hazard Strategy	Rehabilitation of existing units could be targeted to owner-occupied or renter-occupied households. The programs would preserve the existing housing stock.	Given the aging nature of Ontario's housing stock, with nearly 60% of existing units built prior to 1979, preservation and maintenance are critical to maintain quality housing conditions.

	Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
4	Affordable Housing - Acquisition of existing units	High	Extremely Low Low Moderate Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill veterans Victims of Domestic Violence Elderly Persons with Mental Disabilities Persons with Physical Disabilities		Housing Strategy Goal #1 Housing Strategy Goal #2	The acquisition or preservation of existing units may assist in creating new affordable housing units or ensuring the continued affordability of units preserved.	The need for affordable housing remains high in Ontario. There is not a sufficient amount of affordable housing and new affordable housing projects are one way to make these resources available.

	Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
5	Homelessness - Outreach	High	Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth		Homeless Strategy	The City has developed a Continuum of Care in Ontario that serves all segments of the homeless population and those at risk of homelessness. Outreach programs provide basic needs to homeless individuals and families and also provide appropriate referrals to services needed by specific populations, such as those with chronic substance abuse, victims of domestic violence, veterans, and persons with HIV/AIDS.	The homeless population in Ontario continues to need services to transition them from homelessness to stably housed. Outreach services can provide the necessary first step toward this goal.

	Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
6	Homelessness - Emergency/Transitional Shelter	High	Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth		Homeless Strategy	The City has developed a Continuum of Care in Ontario that serves all segments of the homeless population and those at risk of homelessness. Emergency shelter and transitional housing programs provide temporary housing for homeless individuals and families.	The homeless population in Ontario continues to need services to transition them from homelessness to stably housed. Shelter services can provide the temporary roof to achieve the goals needed to move to permanent housing.

	Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
7	Homelessness - Rapid Re-Housing	High	Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth		Homeless Strategy	The City has developed a Continuum of Care in Ontario that serves all segments of the homeless population and those at risk of homelessness. Rapid re-housing programs provide a needed resource to quickly move those living on the streets or in shelters into permanent housing.	The homeless population in Ontario continues to need services to transition them from homelessness to stably housed. Ontario will continue to work with its partners at the Housing Authority for the County of San Bernardino and the County of San Bernardino Department of Behavioral Health to provide rapid re-housing services.

	Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
8	Homelessness - Prevention	High	Extremely Low Low Moderate Large Families Families with Children Elderly Elderly Persons with Mental Disabilities Persons with Physical Disabilities		Homeless Strategy	The City has developed a Continuum of Care in Ontario that serves all segments of the homeless population and those at risk of homelessness. Prevention services can often be the link to keep a household in their current housing and diminish the growth of the homeless population.	Given the number of households experiencing a cost burden and other conditions that may lead to homelessness, it is critical to provide homelessness prevention services to mitigate these market factors.

	Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
9	Community Development - Public Facilities	High	Extremely Low Low Moderate Large Families Families with Children Elderly		Community Development Strategy Goal #2	Public facility projects could include improvements to existing community centers, parks, and public areas.	Federal funding is a valuable resource to maintain the existing public facilities and create new facilities in lower- and moderate-income neighborhoods. These facilities provide recreation, educational, and social opportunities for Ontario's residents.

	Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
10	Community Development - Public Infrastructure	High	Extremely Low Low Moderate		Community Development Strategy Goal #1	Public improvements and infrastructure projects can include street improvements (including alleyways), sidewalk improvements, tree planting, sewer system improvements, and other improvements.	Federal funding is a valuable resource to maintain the existing public improvements and infrastructure in lower- and moderate-income neighborhoods.
11	Community Development - Public Services	High	Extremely Low Low Moderate	Community Development Strategy Goal #3 Fair Housing Strategy Special Needs Strategy		Public service programs can include crime prevention and awareness, child care programs, service programs targeted to senior citizens, and other similar service-oriented programs.	Federal funding is a valuable resource to provide needed public services in the community from both public and non-profit agencies.

	Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
12	Community Development - Economic Development	Medium	Extremely Low Low Moderate	Community Development Strategy Goal #4		Economic development programs can include job training, business development and retention, and workforce development.	The City has an active Economic Development Agency which works in partnership with the business community and other public agencies to provide a broad range of economic development activities using other funding sources.

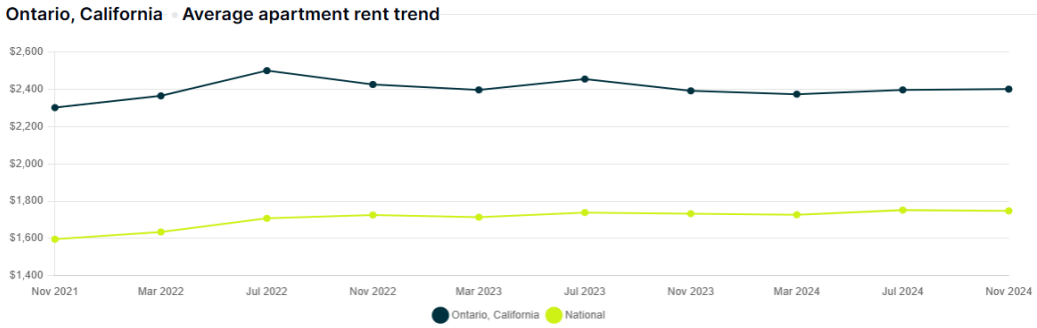
Table 48 – Priority Needs Summary

Narrative (Optional)

The Needs Assessment and Market Analysis, in concert with the qualitative data collected through surveys, meetings, and consultations highlight Ontario's clear and detailed need for investment in affordable housing for both owner-occupied and renter-occupied households, public facilities and infrastructure, programs for homeless persons and to prevent homelessness, and public services to provide a range of programs to Ontario's residents.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	As per the Needs Assessment and the Market Analysis, CHAS 2017-2021 ACS data reflects that 47.40% of renter-occupied households are cost burdened paying more than 30% of their income towards housing costs and 28.35% of renter-occupied households are severely cost burdened paying more than 50% of their income towards housing costs. In addition, many residents lack the resources necessary to secure rental housing, including security deposits, utility deposits, and sufficient income to pay market-rate rents on an ongoing basis. According to point2homes.com, the median rent for all bedroom counts and property types in Ontario is $2,400, which is 31.44% higher than the national average of $1,748. Ontario's rents have maintained a higher level than the national average over the last three years.  *Graph source: point2homes.com This trend means a continuing divide between the ability of a low-income household to afford a rental unit within the City. A TBRA program can assist in provide additional affordable housing resources and providing an incentive for landlords to waive some common tenant screening requirements.
TBRA for Non-Homeless Special Needs	Although populations identified as non-homeless special needs populations are a relatively small percentage of Ontario's population, housing assistance would benefit these groups. As per the Needs Assessment, most of the non-homeless special needs populations, including the elderly, the mentally ill, and persons with disabilities, have a need for affordable housing with related supportive services to assist these populations in maintaining their housing.

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
New Unit Production	As per the Needs Assessment and the Market Analysis, 47.40% of renter-occupied households are cost burdened paying more than 30% of their income towards housing costs. In addition, 28.35% of renter-occupied households are severely cost burdened paying more than 50% of their income towards housing costs. In addition, the demand for existing affordable housing resources, including assisted housing units and housing vouchers, clearly demonstrates the needs for additional affordable housing units to be constructed.
Rehabilitation	As per the Needs Assessment and the Market Analysis, a total of 19.02% of owner-occupied households are cost burdened paying more than 30% of their income towards housing costs, with 11.33% of these households paying more than 50% of their income towards housing costs. The highest rates of cost burden incidences occurring in households earning between 50 and 80% AMI. This is reflective of the fact that many households find themselves overextended in order to achieve homeownership in Ontario's market. Further, nearly 60% of Ontario's owner-occupied housing stock was built prior to 1979.
Acquisition, including preservation	As noted above, just over 47% of all renter-occupied households are cost burdened paying more than 30% of their income towards housing costs, and there is high demand for existing affordable housing resources. In order to create new affordable housing units existing unrestricted units may need to be acquired. In addition, the high demand and need for affordable housing creates the need to preserve all existing affordable housing resources, if possible.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The amount of federal funds received from the CDBG and HOME programs has decreased significantly over the period of the last Consolidated Plan. The table on the following page identifies funds expected to be received and available for programming during FY 2025-29 and an estimate of funds to be received over the remaining four years of this Consolidated Plan.

Anticipated Resources

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	1,839,944	0	380,382	2,220,326	7,200,000	The CDBG allocation for FY 2025-26 is $1,839,944. A total of $380,382 of unallocated CDBG funds is available from prior years. An estimated average allocation for the next four years of $1.8 million makes $7,200,000 in CDBG funds available for the remaining four years of this Consolidated Plan.

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: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	676,960	0	0	676,960	2,600,000	The HOME allocation for FY 2025-26 is $676,960. No uncommitted HOME funds are available from prior years. An estimated average allocation for the next four years of $650,000 makes $2,600,000 in HOME funds available for the remaining four years of this 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	159,530	0	0	159,530	640,000	The ESG allocation for FY 2025-26 is $165,475. An estimated average allocation for the next four years of $160,000 makes $640,000 in ESG funds available for the remaining four years of this Consolidated Plan.

Table 50 - Anticipated Resources

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 all available funding opportunities to leverage federal funds in meeting the goals established by this Consolidated Plan. Potential funding sources that could be used to leverage federal funds include Low Income Housing Tax Credits, Affordable Housing and Sustainable Communities funds, CalHome funds, State of California Permanent Local Housing Allocation, and local in-lieu fees for the development of affordable housing. HOME funds require a 25% match for each dollar spent. Ontario has been designated as a distressed community and receives a 50% HOME match reduction for FY 2023-24. HOME match will be provided from available match on hand and from non-federal funding sources used for housing projects. Ontario expects to continue to receive a 50% HOME match reduction as a distressed community. ESG funds require a dollar-for-dollar match for each dollar spent. Ontario utilizes its General Fund dollars supporting homeless services efforts as ESG match.

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 have identified and acquired land for future housing projects pending additional funding to make the projects feasible. At the time of publication, there were five publicly owned sites that have been identified and proposed for future housing development. These sites include the Holt and Allyn site (six parcels located on the northeast corner of Holt Boulevard and Allyn Avenue), 110 East Maitland Street, 1004 South Euclid Avenue, Mission and Mountain site (two parcels located on the southeast corner of Mission Boulevard and Mountain Avenue), and the Sixth and Holmes site (two parcels located on Sixth Street near Holmes Avenue).

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Ontario Housing Services Department	Government	Planning	Jurisdiction
Ontario Housing Authority	Government	Rental	Jurisdiction
Housing Authority of the County of San Bernardino	PHA	Public Housing	Region
City and County of San Bernardino Continuum of Care	Continuum of care	Homelessness	Region

Table 51 - Institutional Delivery Structure

Assessment of Strengths and Gaps in the Institutional Delivery System

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 Inter-Agency Council on Homeless, and West Valley Regional Steering Committee and Homeless Provider Network.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homeless Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X	X	
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS	X		
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City works in close partnership with a number of agencies, including non-profit service providers, the HACSB, and the County of San Bernardino Department of Behavioral Health to deliver a wide range of services to various populations of homeless individuals and families. The services are provided to chronically homeless individuals and families, homeless families with children, veterans and their families, and unaccompanied youth. Services include supportive services such as job training, referrals for employment, healthcare clinics, life skills classes, referrals for educational services, counseling for substance abuse and mental illness, direct assistance for motel vouchers, bus passes, and meal vouchers, legal aid, both project based and tenant based rental assistance programs, and street outreach by non-profit agencies and law enforcement to provide appropriate referrals to homeless individuals and families who may not be accessing services.

The City has established a homeless services outreach team with the main goal of bringing awareness of available services and resources to the community and to address households who are homeless or at risk of homelessness. Services provided by the outreach team include case management and advocacy for resources such as housing programs, mental health services, substance abuse treatment, employment services, food banks, public benefits, and medical programs. Additionally, the outreach team provides resources to meet immediate needs such as snack bags, bus passes, water, and hygiene kits.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The City also works in partnership with a number of agencies, including non-profit service providers, housing providers, and other governmental entities to provide services for special needs populations, including persons experiencing homelessness. These populations include the elderly, frail elderly, mentally ill, and those with physical or developmental disabilities. There are a range of services available to these populations in the community, including mental health

counseling, landlord/tenant mediation for reasonable accommodations, supportive services targeted to senior citizens, and healthcare services.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City will encourage collaboration among the organizations providing housing, community development, and economic development programs and services in Ontario. The Housing Services Department (HSD) embraces the opportunity to take an active leadership role in vision, communication and coordination, education, and outreach. HSD will continue to develop and communicate its vision and mission. This will allow its partners to better understand HSD's role in the housing and community development delivery system.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Goal	Category	Geographic Area*	Needs Addressed	Funding
Housing Strategy Goal #1	Affordable Housing	N/A	Affordable Housing – Rental Assistance Affordable Housing – Production of new units Affordable Housing – Acquisition of existing units	HOME: $253,860
	Start Year: 2025 End Year: 2029		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 80	Unit Households assisted
Housing Strategy Goal #2	Affordable Housing	N/A	Affordable Housing - Rehabilitation of Existing Units Affordable Housing - Acquisition of existing units	CDBG: $145,000 HOME: $253,860
	Start Year: 2025 End Year: 2029		Outcome: Affordability	Objective: Provide decent affordable housing
	Description: Preserve existing rental and owner-occupied housing resources.			
	Goal Outcome Indicator Homeowner housing rehabilitated Housing Code Enforcement		Quantity 30 1,500	Unit Household housing unit Household housing units
Housing Strategy Goal #3	Affordable Housing	N/A	Affordable Housing – Production of new units	HOME: $101,544
	Start Year: 2025 End Year: 2029		Outcome: Affordability	Objective: Provide decent affordable housing
	Description: Increase affordable homeownership opportunities, particularly for low- and moderate-income persons.			
	Goal Outcome Indicator		Quantity	Unit

Goal	Category	Geographic Area*	Needs Addressed	Funding
Homeless Strategy	Homeless	N/A	Homelessness - Outreach Homelessness - Emergency/Transitional Shelter Homelessness - Rapid Re-Housing Homelessness - Prevention	CDBG: $178,991 ESG: $147,566
	Start Year: 2025 End Year: 2029		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		8,500	Persons assisted
	Homeless Person Overnight Shelter		325	Persons assisted
	Homelessness Prevention		13,500	Persons assisted
Special Needs Strategy	Non-Homeless Special Needs	N/A	Community Development - Public Services	CDBG: $10,000
	Start Year: 2025 End Year: 2029		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		3,000	Persons assisted
Fair Housing Strategy	Non-Housing Community Development	N/A	Community Development - Public Services	CDBG: $42,000
	Start Year: 2025 End Year: 2029		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		Quantity	Unit
	Public service activities other than low/moderate income housing benefit		7,500	Persons assisted

Goal	Category	Geographic Area*	Needs Addressed		Funding
Public Housing Strategy	Public Housing	N/A	Affordable Housing - Rental Assistance		
	Start Year: 2025 End Year: 2029		Outcome: Affordability	Objective: Provide decent affordable housing	
	Description: 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.				
	Goal Outcome Indicator		Quantity	Unit	
Lead Hazard Strategy	Affordable Housing	N/A	Affordable Housing - Rehabilitation of Existing Units		
	Start Year: 2025 End Year: 2029		Outcome: Affordability	Objective: Provide decent affordable housing	
	Description: Reduce the number of housing units with lead paint hazards through education, inspection, and rehabilitation.				
	Goal Outcome Indicator Homeowner housing rehabilitated		Quantity 30	Unit Household housing units	
Community Development Strategy Goal #1	Non-Housing Community Development	N/A	Community Development - Public Infrastructure		CDBG: $1,218,770
	Start Year: 2025 End Year: 2029		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 facilities or Infrastructure Activities other than Low/Moderate Income Housing Benefit Other		Quantity 150,000 300	Unit Persons Assisted Public Facilities	

Goal	Category	Geographic Area*	Needs Addressed		Funding
Community Development Strategy Goal #2	Non-Housing Community Development	N/A	Community Development - Public Facilities		CDBG: $132,577
	Start Year: 2025 End Year: 2029		Outcome: Availability/accessibility	Objective: Create suitable living environments	
	Description: Provide new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.				
	Goal Outcome Indicator Other		Quantity 10	Unit Public facilities	
Community Development Strategy Goal #3	Non-Housing Community Development	N/A	Community Development – Public Services		
	Start Year: 2025 End Year: 2029		Outcome: Availability/accessibility	Objective: Create suitable living environments	
	Description: Provide needed community services to serve lower and moderate-income residents.				
	Goal Outcome Indicator		Quantity	Unit	
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development – Economic Development		CDBG: $125,000
	Start Year: 2025 End Year: 2029		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 6	Unit Businesses assisted	

Table 53 – Goals Summary

* Geographic area indicates a locally identified local target area, Neighborhood Revitalization Strategy Area (NRSA), Community Development Financial Institution (CDFI) defined service area, or Strategy Area. The City does not have any of the areas identified.

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 91.315(b)(2)

HOME TBRA Program – Projected Total Assisted 80 persons

Under this program, HOME TBRA subsidies will be made available to chronically homeless individuals and families. 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.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

N/A

Activities to Increase Resident Involvements

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, the 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.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

N/A

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

As defined by the Consolidated Plan regulations, a *barrier to affordable housing* is a public policy, such as land use controls, property taxes, zoning ordinances, building codes, fees and charges, growth limits, and other policies. To distinguish a barrier to affordable housing from an impediment to fair housing choice, is to think of a barrier as not unlawful necessarily (i.e., the lack of affordable housing stock, in and of itself, is a barrier to affordable housing).

Various factors may constrain or limit the City's ability to address its housing production needs, such as governmental regulations or environmental considerations. Market factors, including a change in interest rates or construction costs, may affect the feasibility of building housing or the affordability of housing to the community. Moreover, housing goals may at times conflict with the need to promote other important City goals, including open space or economic development.

This section will analyze three potential constraints to the production, maintenance, and improvement of housing in Ontario:

- Market factors – including the demand for housing, development costs, availability of financing, the price of land, and other factors affecting supply, cost, and affordability of housing;
- Governmental factors – including land use regulations, residential development standards, building codes, local fees and taxes, permit procedures, and other local policies; and
- Environmental factors – including the adequacy of infrastructure, public services, and water supply to support new development within the older and newer portions of the community.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

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.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In May 2005, the City approved the Continuum of Care to address identified gaps in the delivery of homeless services. During FY 2023-24, the City acquired a former motel to create a site for an interim access center along with emergency and interim housing units. In addition, the City has identified additional sites adjacent to the former motel for acquisition to create the Ontario Wellness Campus (OWC). The OWC will contain a large access center with medical and mental health facilities along with a 50-bed emergency shelter and temporary housing units. The OWC is expected to be completed during calendar year 2028.

The Housing Services Department's outreach team works to reach out to individuals and families in Ontario who are homeless or at risk of homelessness. Services provided by the outreach team include case management and advocacy for resources such as housing programs, mental heal services, substance abuse treatment, employment services, food banks, public benefits, and medical programs.

In addition, the City works in partnership with the San Bernardino County Office of Homeless Services to provide a coordinated assessment approach throughout the county. This approach allows homeless individuals and families to be connected with appropriate services throughout the county based on their needs as identified by a street outreach team.

Addressing the emergency and transitional housing needs of homeless persons

The City implements an Extreme Weather Motel Voucher program to provide emergency shelter to eligible homeless households during inclement weather. Emergency vouchers are also available through multiple sources in the City to provide emergency shelter depending on need.

Additionally, the City was successful in receiving HHAP-3 funding from the County of San Bernardino and established the HHAP-3 Rapid Re-Housing (HRRH) program. HRRH provides security deposit assistance, landlord incentives, and up to 12 months of rental assistance to rapidly re-house low-income households that have become homeless within the last 12 months in the West Valley of San Bernardino County. Housing stabilization services will also be provided to program participants.

Finally, the City has implemented a HOME Tenant-Based Rental Assistance (TBRA) program targeted at chronically homeless individuals and families that also serves to rapidly re-house these households and initially provides up to 12 months of rental assistance to allow these families to remain stably housed while receiving needed housing stabilization services.

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 affordable permanent housing program consists of 85 units of affordable housing that offers optional aftercare supportive services. Tenancy is ongoing provided the tenant adheres to polices outlined in the tenant lease. In addition, the City has worked in cooperation with Mercy House Living Centers, the County of San Bernardino Department of Behavioral Health, and the Housing Authority of the County of San Bernardino to develop Project Gateway which provides up to 12 units of Permanent Supportive Housing within the inventory of the 76 permanent housing units. These units are available to mentally ill, chronically homeless individuals with supportive housing services.

In addition, as noted above, the City has implemented a HOME Tenant Based Rental Assistance (TBRA) program targeted to providing permanent housing through a 12-month voucher to chronically homeless individuals and families and the HRRH program providing 12 months of rental assistance to rapidly re-house homeless households.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City works with a variety of non-profit service providers that provide a range of services for extremely low-, very low- and low-income households to help these households maintain their housing and prevent them from becoming homeless. These programs provide a variety of

household goods, such as laundry detergent, diapers, hygiene products, groceries, school supplies, etc., to help defray household costs to allow funds that may have been used to purchase these household items to be used for housing expenses. In addition, the City works in cooperation with the San Bernardino County Department of Behavioral Health and the HACSB to provide Permanent Supportive Housing vouchers to disabled households, which may include those being discharged from a publicly funded institution.

Finally, the City has implemented three rental assistance programs that are aimed at aiding households at risk of homelessness including: An ESG Eviction Prevention (EEP) program, HOME-ARP Rent Program (HARP), and Measure Q Emergency Rental Assistance (ERA) program. The City's EEP program provides up to three months of rental assistance for eligible extremely low-income households (30% AMI or below) who are at risk of homelessness. HOME-ARP provides up to 12 months of rental assistance for low-income households (80% AMI or below) and connects residents to housing stabilization services. ERA provides up to three months of rental assistance for moderate-income (120% AMI or below) households who have experienced a financial hardship that has impacted their ability to pay rent.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City undertakes a range of activities to address the problem of lead-based paint in housing, including outreach, assessment, and abatement. The City conducts housing inspections to determine if various types of housing are safe, sanitary, and fit for habitation.

In addition, the City works in cooperation with the San Bernardino County Department of Child and Family Health Services that implements the Childhood Lead Poisoning Prevention Program (CLPPP). The mission of the program is to eliminate childhood lead poisoning by educating the public, identifying and caring for lead burdened children, and preventing environmental exposures to lead.

When the City uses federal funds to perform rehabilitation work on a property, an assessment for lead-based paint hazards will be conducted. Appropriate action is taken to address the lead-based paint hazards based upon the level of investment.

How are the actions listed above related to the extent of lead poisoning and hazards?

As indicated in the Market Analysis section, just over 60% of the City's owner-occupied housing units were constructed prior to 1979 and have a potentially higher risk for lead-based paint hazards. Given this high percentage of City will focus its efforts on continuing to assess any property being rehabilitated with federal funds for lead-based paint hazards.

How are the actions listed above integrated into housing policies and procedures?

The City uses the table below to ensure compliance with HUD's Consolidated Lead-Based Paint Regulations.

Requirements	< $5,000	$5,000 - $25,000	> $25,000
Approach to Lead Hazard Evaluation and Reduction	Do no harm	Identify and control lead hazards	Identify and abate lead hazards
Application to Program	Application reviewed and approved; agreement determines commitment	Application reviewed and approved; agreement determines commitment	Application reviewed and approved; agreement determines commitment
Scope of Work	Scope of work to determine if painted surfaces will be disturbed; begin to identify lead hazards	Scope of work to determine if painted surfaces will be disturbed; begin to identify lead hazards	Scope of work to determine if painted surfaces will be disturbed; begin to identify lead hazards
Notification	Lead hazard pamphlet; notification to buyers; notify of evaluation; notify of reduction	Lead hazard pamphlet; notification to buyers; notify of evaluation; notify of reduction	Lead hazard pamphlet; notification to buyers; notify of evaluation; notify of reduction
Lead Hazard Evaluation	Paint testing required by certified paint inspectors* or risk assessors* for surfaces disturbed during rehabilitation	Paint testing required by certified paint inspectors* for surfaces disturbed during rehabilitation; risk assessment on entire dwelling and soil	Paint testing required by certified paint inspectors* for surfaces disturbed during rehabilitation; risk assessment on entire dwelling and soil
Relocation Requirements	Relocation from work area	Relocation from unit may be required when extensive rehabilitation occurs in kitchens, bathrooms, etc.	Relocation from unit may be required when extensive rehabilitation. occurs in kitchens, bathrooms, etc.
IF LEAD IS PRESENT OR PRESUMED: Lead Hazard Reduction	Repair lead-based paint disturbed during rehabilitation and apply a new coat of paint; Safe Work Practices (SWP) that restrict types of paint removal methods, provide for occupant protection, and require cleaning after lead hazard reduction activities.	Interim Controls on lead-based paint include addressing friction and impact surfaces, creating smooth and cleanable surfaces, encapsulation, removing or covering lead-based paint and paint stabilization throughout unit; SWP	Abatement to lead-based paint involves permanently removing lead-based paint hazards, often through paint and component removal, and enclosure and interim controls on exterior surfaces not disturbed by rehabilitation; SWP
Clearance	Clearance testing on repaired surfaces by certified professional*	Clearance testing performed unit-wide and on soil	Clearance testing performed unit-wide and on soil
Options	Presume lead-based paint; SWP	Presume lead-based paint; use standard treatments	Presume lead-based paint; abate all applicable surfaces

Requirements	< $5,000	$5,000 - $25,000	> $25,000
Contractor Qualifications	SEP-contractors familiar with Safe Treatment Methods and Prohibited Treatment Methods	Interim Controls or Standard Treatments - accredited lead-based paint worker course or lead-based paint abatement supervisors course	Abatement contractors - trained and state-certified abatement supervisors and accredited lead abatement worker training
*Certified Paint Inspectors must successfully complete an Environmental Protection Agency (EPA) or state-accredited training program and receive state certification; Certified Risk Assessors must successfully complete an Environmental Protection Agency (EPA) or state-accredited training program, receive state certification, and have related experience.			

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City's goal is to help families that are self-sufficient yet still at-risk to increase their financial stability. The focus of the anti-poverty strategy is three-fold: (1) to help these families accumulate assets, (2) to help these families address issues, such as substance abuse and domestic violence that may threaten the family's stability, and (3) to provide these families with employment-related supportive services such as child-care. This focus will be incorporated into the programs and policies undertaken by the City as part of this Consolidated Plan.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City is considering a variety of programs to be implemented over the course of this five-year plan. Activities will be described in detail in each Annual Action Plan. Potential programs may include:

1. Affordable Housing: support the preservation, rehabilitation, and development of suitable, extremely low-income housing units.
2. Family Stability: provide counseling services, substance abuse services, and domestic violence prevention services.
3. Employment Related Supportive Services: provide job training and child care programs.

The City will comply with Section 3 of the Housing and Community Development Act. Section 3 helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. This set of regulations requires that to the greatest extent feasible, the City will provide job training, employment, and contracting opportunities for low- and very low-income residents in connection with housing and public construction projects.

Firms that accept City contracts for public services that are implemented using federal funds are encouraged to adopt affirmative hiring policy that gives local area hiring preferences.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with

requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

As the lead agency for the CDBG, HOME, and ESG programs, the Housing Services Department (HSD) is continuously refining monitoring procedures to ensure that all projects have measurable outcomes. This refinement also allows assessment of progress toward the specified goals and objectives of the projects, as well as ensuring long-term compliance with all applicable program regulations and statutes. HSD understands that monitoring the Consolidated Plan and the annual activities must be carried out regularly to ensure that statutory and regulatory requirements are met and that, where appropriate, information submitted to HUD is correct and complete.

To ensure that the City's CDBG, HOME, and ESG programs further Consolidated Plan goals, HSD incorporates the Consolidated Plan's strategies, objectives, and activities into its work plan. HSD will measure its achievement of Consolidated Plan goals by the same standards used to evaluate all programs and activities. HSD will continue to analyze operations and controls to determine whether risks are being identified and reduced, acceptable policies and procedures are being followed, established standards are being met, resources are used efficiently and economically, and that objects are achieved.

HSD prepares documentation and reports as required by HUD, including the Consolidated Annual Performance and Evaluation Report (CAPER). Using a substantial citizen participation and consultation process, the CAPER describes each year's performance regarding Consolidated Plan strategies, objectives, actions, and projects.

As a condition of receiving HOME funds, recipients agree to maintain all HOME-assisted units as affordable housing and in compliance with local housing standards. A site visit is made to each development and multifamily rehabilitation project in order to conduct mandatory tenant file reviews and physical inspections.

Monitoring standards for HOME-assisted projects will be as follows:

- For projects where funds were committed prior to the publication of the 2013 HOME Final Rule on July 24, 2013, inspections and tenant file reviews will be conducted for the greater of 10 units or 10 percent of the total development units.
- For projects where funds were committed after the publication of the 2013 HOME Final Rule on July 24, 2013:projects with more than four HOME-assisted units, inspections and tenant file reviews will be conducted for at least 20 percent of the HOME-assisted units and at least one unit in every building; and projects with four or fewer HOME-assisted units, all the HOME-assisted units will be inspected and all tenant files will be reviewed.

All sampling is performed randomly. Tenant file reviews consist of evaluating documentation for eligibility and conformance to the affordability agreement.

2025-29 Consolidated Plan and 2025-26 One Year Action Plan

FY 2025-26
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 2025-26, which is the first year of this FY 2025-2029 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	1,839,944	0	380,382	2,220,326	7,200,000	The CDBG allocation for FY 2025-26 is $1,839,944. A total of $380,382 unallocated CDBG funds is available from prior years. An estimated average of $1.8 million makes $7,200,000 in CDBG funds available for the remaining four years of this Consolidated Plan.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	676,960	0	0	676,960	2,600,000	The HOME allocation for FY 2025-26 is $676,960. An estimated allocation for the next four years of $650,000 makes $2,600,000 in HOME funds available for the remaining four years of this 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	159,530	0	0	159,530	640,000	The ESG allocation for FY 2025-26 is $159,530. An estimated average allocation for the next four years of $160,000 makes $640,000 in ESG funds available for the remaining for yours of this Consolidated Plan.

Table 54 - 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 2025-26. 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 expects to use General Fund dollars used to support homeless services as match.

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)
Euclid In-fill (110 E. Maitland St. and 1004 S. Euclid Ave.)	1049-511-03, 1049-563-10
Holt/Allyn	1048-481-27, 1048-481-08, 1048-481-07, 1048-481-06, 1048-481-29, 1048-481-28
Mission/Mountain	1011-382-09, 1011-382-65
Sixth/Holmes	1047-172-17, 1047-172-22
4th and Cucamonga	1048-131-52

The City entered into a Development and Disposition Agreement with National Community Renaissance for a 130-150 unit project on the Holt and Allyn restricted for tenants with household incomes from 30% AMI to 60% AMI. The project is currently applying for financing and is expected to begin construction in 2026 or 2027.

The city entered a DDA with HDC Construction, Inc. for the disposition of 1325 South Euclid and 1329 South Euclid. The parcels have been sold to the developer and the proceeds 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 $ 253,860 ESG $ 0
	Start Year: 2025 End Year: 2026		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 $ 253,860 ESG $ 0
	Start Year: 2025 End Year: 2026		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 $ 101,544 ESG $ 0
	Start Year: 2025 End Year: 2026		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 $ 178,991 HOME $ 0 ESG $ 147,566
	Start Year: 2025 End Year: 2026		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: 2025 End Year: 2026		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 $ 42,000 HOME $ 0 ESG $ 0
	Start Year: 2025 End Year: 2026		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: 2025 End Year: 2026		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 $ 132,577 HOME $ 0 ESG $ 0
	Start Year: 2025 End Year: 2026		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 $ 0 HOME $ 0 ESG $ 0
	Start Year: 2025 End Year: 2026		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	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: 2025 End Year: 2026		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 5	Unit Businesses Assisted

Table 55 – 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 10 – 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 homelessness. 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	ESG25 Homeless Prevention and ESG25 Administration
6	Extreme Weather Motel Voucher Program
7	Services for Battered Women and Their Children
8	Family Stabilization at SOVA
9	Pavement Management Rehabilitation
10	Vinyard Avenue Pavement Management Rehabilitation
11	City-Wide Façade Improvement Program
12	Dorothy Quezada Park Pool Cover Project
13	Neighborhood Preservation Program
14	Fair Housing (AFFH) Program
15	Landlord/Tenant Mediation Program
16	Senior Support Services
17	Administration

Table 11 – 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 2025-29 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: $253,860
	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	6/30/2026
	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 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 Services, and Code Enforcement.
	Target Date	6/30/2026
	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 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: $253,860
	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 homelessness 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: 2025-26 HOME Funds - $253,860
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 8 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: $101,544
	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	6/30/2026
	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 - Prevention
	Funding	ESG: $159,530
	Description	The ESG Eviction Prevention (EEP) Program will provide financial assistance of up to three months rental assistance, with a maximum financial benefit of $10,000, to Ontario Households at-risk of homelessness with incomes at or below 30% AMI. The Family Stabilization Program at SOVA Program Center provides rent and utility assistance and other resources for homeless individuals and those at risk of homelessness.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The ESG Eviction Prevention (EEP) Program will serve approximately 15 households.
	Location Description	208 W. Emporia St., Ontario, California
	Planned Activities	1. ESG EVICTION PREVENTION (EEP) PROGRAM: This program will provide short-term rental assistance to income-qualified Ontario households who are at risk of homelessness due to non-payment of rent. ($120,566) 2. FAMILY STABILIZATION AT SOVA PROGRAM CENTER: This program will provide rental and utility assistance as well as rapid re-housing services through the Family Stabilization at SOVA Program Center. ($27,000) 3. ADMINISTRATION: Funds will be utilized to pay for administrative costs related to the provision of programs and services funded by the ESG program. ($11,964)

6	**Project Name**	Extreme Weather Motel Voucher Program
	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Homelessness – Emergency/Transitional Shelter
	Funding	CDBG: $148,991
	Description	The Extreme Weather Motel Voucher Program (EWMVP) will provide motel vouchers to eligible 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	6/30/2026
	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 W. Emporia St., Ontario, California
	Planned Activities	The City of Ontario will issue motel vouchers to qualifying individuals and households experiencing homelessness. The program will provide an opportunity to connect recipients to other homeless services offered by the City.

7		
	Project Name	Services for Victims of Domestic Violence and Their Children
	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Homelessness - Emergency/Transitional Shelter Homelessness - Rapid Re-Housing
	Funding	CDBG: $15,000
	Description	House of Ruth is a non-profit domestic violence agency, serving battered women and their children for more than 35 years.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	House of Ruth's Services for Victims of Domestic Violence 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 Program at SOVA Program Center
	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Homelessness - Outreach Homelessness - Prevention
	Funding	CDBG: $15,000 ESG: $27,000 TOTAL: $42,000
	Description	The 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	6/30/2026
	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 can obtain a four-five-day supply of basic staple foods, enough to provide approx. 10-15 meals for each family member, every 30 days (homeless clients every two weeks). When available, families and individuals may also receive fresh produce through our Gleaning Hope Program, wholesale vendors and other sources. Clients are also able to access additional support such as hygiene products, baby food and diapers. When funding is available, rental and utility assistance may be accessed, as well as 3-5-day emergency motel vouchers. The full-time case manager at SOVA is available to work with families to coordinate resources and provide vital information and referrals (such as health services, housing, employment) to help clients achieve stability. The case manager is also able to provide some rapid re-housing assistance and case management to families qualified through 211 's Coordinated Entry System.

9	**Project Name**	Pavement Management Rehabilitation
	Target Area	
	Goals Supported	Community Development Strategy Goal #1
	Needs Addressed	Community Development - Public Infrastructure
	Funding	CDBG: $550,000
	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	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 3,500 persons will benefit from these improvements.
	Location Description	This project is restricted to Census Tracts CT 001312 BG 2, CT001503 BG 1, CT 001504 BG 1 & 2, CT 001600 BG 1 & 2, CT 001803 BG 1, CT 001810 BG 2, CT 001813 BG 2, CT 002109 BG 1, CT 012700 BG 1
	Planned Activities	

10	**Project Name**	Vinyard Avenue Pavement Management Rehabilitation
	Target Area	
	Goals Supported	Community Development Strategy Goal #1
	Needs Addressed	Community Development - Public Infrastructure
	Funding	CDBG: $668,770
	Description	This project will reconstruct alleys that are in very poor condition. Reconstructed alleys are projected to last 20 to 25 years.
	Target Date	6/30/2026
	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 3, CT 001504 BG 1 & 2, CT 001600 BG 2
	Planned Activities	

11	**Project Name**	City-Wide 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	6/30/2026
	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 census tract/block groups.
	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.

12	**Project Name**	Dorothy Quesada Park Pool Cover Project
	Target Area	
	Goals Supported	Community Development Strategy Goal #2
	Needs Addressed	Community Development - Public Facilities
	Funding	CDBG: $30,000
	Description	This project will replace the existing conduit that feeds park lighting. Additionally, repairs to two King Standard lights will be made.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	One public park pool cover will be installed as a result of this project, aiding with efficiency to maintain chemical balance, cleanliness of the pool which lessens staff time maintaining the pool, and retaining of heat which lowers utility heating and chemical costs.
	Location Description	Dorothy Quesada Park, 1010 S. Bon View Ave., Ontario, CA 91761
	Planned Activities	

13	**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	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 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.

14	**Project Name**	Fair Housing (AFFH) Program
	Target Area	
	Goals Supported	Fair Housing Strategy
	Needs Addressed	Community Development - Public Services
	Funding	CDBG: $27,000
	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	6/30/2026
	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.

15	**Project Name**	Landlord/Tenant Mediation Program
	Target Area	
	Goals Supported	Fair Housing Strategy
	Needs Addressed	Community Development - Public Services
	Funding	CDBG: $15,000
	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	6/30/2026
	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	

16	**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	6/30/2026
	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.

17	**Project Name**	Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: $367,988 HOME: $67,696
	Description	This activity will be used to pay for salaries and benefits for those persons administering the CDBG and HOME Programs.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

Table 58 – 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 2025-26. 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 12 - 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 13 - One Year Goals for Affordable Housing by Support Type

Discussion

It is anticipated that some participants assisted through the TBRA Program and ESG Eviction Prevention (EEP) 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 Housing Authority of the County of San Bernardino (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 876 Housing Choice Vouchers within Ontario. During FY 2025-26, 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 2025-26. 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 Permanent Supportive Housing (PSH) funding. Twelve (12) PSH vouchers have been awarded to assist qualified 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 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 Permanent Supportive Housing (PSH) funding. Twelve (12) PSH vouchers have been awarded to assist qualified households through an application referred to as "Project Gateway."

The City established its homeless services outreach team in December 2023. The main goal of the outreach team is to bring awareness of available services and resources to the community to address households who are homeless or at risk of homelessness. Services provided by the outreach team include case management and advocacy for resources such as housing programs, mental health services, substance abuse treatment, employment services, food banks, public benefits, and medical programs. Additionally, the outreach team provides resources to meet immediate needs such as snack bags, bus passes, water, and hygiene kits.

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 Housing Services Department 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 provides shelter and special services for victims of domestic violence.

The Extreme Weather Motel Voucher Program has been developed to provide emergency shelter to Ontario's most vulnerable homeless population 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, HHAP-3 Rapid Re-Housing 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 housing stabilization services to assist formerly homeless individuals and families retain permanent housing. In addition, twelve Shelter Plus Care vouchers are available for use at 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.

The City's Measure Q Emergency Rental Assistance, HOME-American Rescue Plan Rent Program, and ESG Eviction Prevention Program provide rental assistance to Ontario residents who are at risk of homelessness through eviction.

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 Assessment of Fair Housing (AFH).

The AFH 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, public facilities, and 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.
- HHAP-3 Rapid Re-Housing program, which provides rental assistance to families experiencing homelessness in Ontario and surrounding areas.
- The HOME-American Rescue Plan Rent Program (HARP) provides rental assistance to households at risk of homelessness due to eviction.
- Measure Q Emergency Rental Assistance (ERA) program assists households who have experienced recent financial hardship, putting them at risk of homelessness.
- ESG Eviction Prevention (EEP) program assists extremely low-income households who are at risk of 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 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, Planning Department, Public Works Agency, Recreation 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 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:

   4. Ability of service provider to meet the intended use of ESG funds;

   5. Proposal is eligible;

6. Proposal is consistent with the Continuum of Care principals found in applications for funding; and

7. 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:

   8. Type of activity

   9. Scope of services to be provided

   10. Number of persons to be assisted

   11. Budget

   12. Reporting requirements

   13. 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.

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Community Improvement Prepared By: Douglas J Sorel Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: **A CONSTRUCTION AGREEMENT WITH R&R B, INC., DBA SERVPRO OF CHINO/CHINO HILLS, CA FOR EMERGENCY ON-CALL BOARD UPS AND ABATEMENTS**

RECOMMENDATION: That the City Council award, approve and authorize the City Manager, or his designee, to execute a three-year construction agreement with R&R B, Inc., DBA Servpro of Chino/Chino Hills, CA, for a non-to-exceed amount of $100,000 per year and not-to exceed amount of $300,000 for the initial term of the agreement, consistent with the approved budget for each respective year.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed in General Fund and Housing Authority Fund. The total compensation paid by the City will be contingent upon actual services provided by the vendor based upon the fee structures set forth in the agreement, with a not-to-exceed amount of $100,000 per year and a not-to-exceed amount of $300,000 for the initial term of the agreement.

BACKGROUND & ANALYSIS: Various City Departments utilize vendors to provide emergency board-up services for public and private buildings damaged by fire, burglary, vandalism, and other causes. The City utilizes these same vendors to perform abatement services on vacant lots identified through the Weed Abatement Program. The agreements with the existing vendors, SLS Property Solutions Inc. and Belfor USA Group, end on June 30, 2025. On June 3, 2025, City Council approved Change Order No. 2 for SLS Property Solutions, Inc., extending their agreement by one (1) additional year to June 30, 2026.

In March 2025, the City solicited Requests for Proposal (RFP) #1891 from qualified firms to perform Emergency On-Call Board Ups and Abatements. Staff received bids from five firms, one of which included SLS Property Solutions, Inc. A panel of Community Improvement Department personnel evaluated the four remaining responses based on criteria set forth in the RFP, which included the clarity and content of the proposal, the firm's experience and performance, fee proposal and

reference comments. Interviews were conducted with the top two firms, Belfor USA Group and R&R B, Inc, DBA Servpro of Chino/Chino Hills. Based on the strength of their proposals, candidate interviews, references, pricing, local knowledge and track record of providing similar services, Staff recommends awarding an agreement to R&R B Inc, DBA Servpro of Chino/Chino Hills, CA.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
SHORT FORM CONSTRUCTION CONTRACT

EMERGENCY ON-CALL BOARD-UPS AND ABATEMENTS

1. PARTIES AND DATE.

This Contract 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 R&R B INC., DBA SERVPRO of Chino/Chino Hills with its principal place of business at 13885 Redwood Avenue, Chino, CA 91710 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing **Emergency On-Call Board-Ups and Abatements** related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: Type B (General Contractor) and C-21 (Demolition Contractor)

2.3 Project. City desires to engage Contractor to render such services for the **Emergency On-Call Board-Ups and Abatements** ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, Performance Bonds, Payment Bonds, and Certificate of Insurance, as required by the Contract.

3. TERMS

3.1 Compensation and Payment.

3.1.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor an amount not to exceed One Hundred

Thousand Dollars ($100,000.00) per fiscal year (July 1-June 30), and no more than Three Hundred Thousand Dollars ($300,000.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.1.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.1.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.1.4 Contract Retentions. If this Contract is greater than Five Thousand dollars ($5,000), from each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.1.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.1.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the City to ensure the performance under the Contract. At the request and expense of Contractor,

securities equivalent to the amount withheld shall be deposited with the City, with the State or a 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 between the escrow agent and the City, which provides that no portion of the securities shall be paid to Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

3.1.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.1.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.1.9 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.2 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Schedule of Services (Exhibit "B")
- Special Conditions (Exhibit "C")
- Certification (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment Bonds (Exhibit "F")
- Compensation Rates (Exhibit "G")
- Addenda
- Change Orders executed by the City
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

3.3 Contractor's Basic Obligation; Scope of Work.

3.3.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.3.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.3.3 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the City. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. 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. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the City for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.3.4 Changes Ordered By City. City may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.3.5 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.4 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, 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 shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract expeditiously beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule

or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage

3.5.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.5.3 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 Contractor 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.

3.6 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, 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 Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.7 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract 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, and workers' compensation insurance.

3.8 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.9 Labor.

3.9.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Since the Work is 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. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. 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 any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.9.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.9.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.9.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, 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 him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code

section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. 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 a weekly basis and in the format prescribed by the DIR, which may include electronic submission. 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.

3.9.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. 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.

3.9.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. 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.

3.10 Performance of Work; Jobsite Obligations.

3.10.1 Water Quality Management and Compliance.

3.10.1.1 Water Quality Management and Compliance. 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 of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority

regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.10.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.10.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency 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.

3.10.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.10.1.5 Liability for Non-Compliance. Failure to comply with laws, regulations, standards, ordinances, and permits listed in Sections 3.10.1.1, 3.10.1.2, 3.10.1.3, and 3.10.1.4 of the Contract is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.10.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.10.1.7 Training. In addition to the standard of performance requirements set forth in this Contract, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.10.1. Contractor further warrants that it, its employees and subcontractors will receive adequate

training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.10.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.10.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.10.3 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 Contract or the Work, 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 the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.10.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.10.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for

worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.10.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.10.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.10.8 Air Quality. 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 California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.10.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.10.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters.

3.10.11 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities.

Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any work or altering the condition.

3.11 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.12 Claims; Government Code Claim Compliance.

3.12.1 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 Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.12.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) 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.

3.12.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) 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 in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.12.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.12.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.12.4.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.12.4.3 Chronology of events and correspondence

3.12.4.4 Analysis of claim merit

3.12.4.5 Analysis of claim cost, including calculations and supporting documents

3.12.4.6 Time impact analysis in CPM format

3.12.5 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, 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.

3.12.5.1 If 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 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, City shall have up to three (3) days following the next duly publicly noticed meeting of the 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.

3.12.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims 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 City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the additional 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.

3.12.6 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 Days of receipt of City's response or the City's failure to respond, and demand an informal

conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

3.12.7 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, 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 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 City and the Contractor sharing the associated costs equally. City 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.

3.12.7.1 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.

3.12.7.2 For purposes of this section, 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 section.

3.12.7.3 Unless otherwise agreed to by 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.

3.12.7.4 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.

3.12.8 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. 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 or mediation.

3.12.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

3.12.9.1 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 these procedures. 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.

3.12.9.2 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.

3.12.9.3 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.

3.12.10 Government Code Claim Procedures.

3.12.10.1 This section does not apply to tort claims and nothing in this section 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.

3.12.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

3.12.10.3 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, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

3.12.10.4 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 the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

3.12.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

3.13 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or

be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to the termination provisions in this Contract; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.14 Indemnification.

3.14.1 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 Contract, 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 or active negligence or willful misconduct of the City.

3.14.2 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 authorized 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 authorized 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 authorized 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 authorized 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 Contract, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.15 Insurance.

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract 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 Contract for cause.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the

duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.15.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk:* Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City). Policies shall not contain exclusions contrary to this Contract.

3.15.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 general aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Builders'/All Risk:* Completed value of the project. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.15.2.3 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, 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. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Contract.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.15.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its

officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.15.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status 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; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.15.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled 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, employees, agents and volunteers.

3.15.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and volunteers.

3.15.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than $1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

3.15.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers;

or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.8 Acceptability of Insurers. Insurance 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. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.15.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting 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 supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.15.11 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.16 Bond Requirements.

3.16.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.2 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.16.3 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.17 Warranty**.** Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. 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. 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 Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, 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 upon demand.

3.18 Employee/Labor Certifications.

3.18.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.18.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.18.3 Verification of Employment Eligibility. By executing this 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 and sub-subcontractors to comply with the same.

3.19 Termination**.** This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.20 General Provisions.

3.20.1 City's Representative. The City hereby designates **Community Improvement Director**, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.20.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("'Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.20.3 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.20.4 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.20.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

SERVPRO OF CHINO/CHINO HILLS
13885 REDWOOD AVENUE
CHINO CA 91710
ATTN: CINDY HELMSTEAD, ACCOUNT MANAGER

CITY:

CITY OF ONTARIO
303 EAST "B" STREET
ONTARIO, CA 91764
ATTN: CITY CLERK

WITH COPY TO:

ONTARIO COMMUNITY IMPROVEMENT DEPT.
208 WEST EMPORIA STREET
ONTARIO, CA 91762
ATTN: COMMUNITY IMPROVEMENT DIRECTOR

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.20.6 Time of Essence. Time is of the essence in the performance of this Contract.

3.20.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.20.9 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

3.20.10 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 other costs of such action.

3.20.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.20.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.20.13 Solicitation. 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 Contract. Further, 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 Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.20.14 Conflict of Interest. 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 Contract. Further, 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 Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to 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 Work.

3.20.15 Certification of License.

3.20.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.20.15.2 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.

3.20.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.20.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.20.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.20.19 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[Signatures on Next Page]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ONTARIO
AND SERVEPRO, LLC**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved:

By:_____
SCOTT OCHOA
City Manager

ATTESTED:

By:_____
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

R&R B INC., DBA SERVPRO of Chino/Chino Hills

By:_____

Its:_____

Printed Name:_____

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]

EXHIBIT "A"

SERVICES / SCHEDULE

Description	Regular	OT	DT	
Labor	$115.5/hr	$173.25/hr	$231.00/hr	
On-Site Supervision	$115.5/hr	$173.25/hr	$231.00/hr	
Minor Plumbing Repair	$126.50/hr	$189.75/hr	$253.00/hr	
Weed Abatement Labor Rate	$125.00/hr	$187.50/hr	$250.00/hr	
Fence Repair Labor Rate	$125.00/hr	$187.50/hr	$250.00/hr	
Tree Trimming Labor Rate	$126.50/hr	$189.75/hr	$253.00/hr	
Dump Truck Operator	$126.50/hr	$189.75/hr	$253.00/hr	8 Hour Minimum
Bobcat Operator	$126.50/hr	$189.75/hr	$253.00/hr	8 Hour Minimum
Skidloader Operator	$126.50/hr	$189.75/hr	$253.00/hr	8 Hour Minimum
Trencher	$126.50/hr	$189.75/hr	$253.00/hr	8 Hour Minimum
Mechanical Water Pump	$126.50/hr	$189.75/hr	$253.00/hr	8 Hour Minimum
Cancelled Service Requests	$115.50/hr	$173.25/hr	$231.00/hr	4 Hour Minimum
Materials				
Materials- 20% Markup				

EXHIBIT "B"

SCHEDULE OF SERVICES

The term of this Agreement shall be from **July 1, 2025** to **June 30, 2028**, unless earlier terminated as provided herein. **The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms.** Contractor shall perform all requested services in a prompt and timely manner upon communication from the City to proceed.

The call-out schedule for all on-call board up and abatement service providers will be determined by the Community Improvement Department based upon the number of contractors selected to fulfill the requirements of the City. The Community Improvement Department will work with all selected contractors to develop a schedule which meets the needs of all City Departments while considering the capabilities and limitations of each contractor.

Contractors will invoice the requesting City Department within 10 business days of the completion of each requested assignment and/or job. Contractor will include with each invoice a detailed progress report that indicates the amount of budget spent on each task, details of the request for service, including request date and time, date of completed assignment and/or job, before and after photographs of the service requested, and backup documentation for materials costs. The Contractor must also provide all documentation and invoice as a single PDF. In the event the contractor fails to submit the required documentation, including before and after photographs and materials cost backup documentation, the City reserves the right to withhold payment until all documentation is received. The Contractor shall inform the City regarding any out-of-scope working being performed by the Contractor.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the City four identical counterparts of the Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

The Contractor agrees to provide a Payment bond for $100,000.00 on a yearly basis for the term of the Agreement.

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

R&R B INC., DBA SERVPRO of Chino/Chino Hills

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor:_____

Signature:_____

Name and Title:_____

Dated:_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (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:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated 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 Section 9100 of the Civil Code, 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 Section 18663 of the Revenue and Taxation Code, 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 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 Section 9100 of the Civil Code 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 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 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 Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and 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

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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

PROPOSAL TO

CITY OF ONTARIO
SOUTHERN CALIFORNIA

ON-CALL GENERAL CONTRACTOR SERVICES

RFP NO. 1891

R&R B INC. DBA:

SERVPRO

SERVPRO of Chino/Chino Hills

CHINO HEADQUARTERS

SERVPRO OF CHINO/CHINO HILLS
13885 REDWOOD AVE
CHINO, CA 91710

ACCOUNT MANAGER

CINDY HELMSTEAD
760-454-9268
CINDY@SERVPRO9344.COM

SERVPRO Team Brogdon

Trusted Partner for On-Call Board-Ups & Abatement in the City of Ontario

Rapid Emergency Response

When emergencies strike, immediate action is critical. SERVPRO Team Brogdon is available 24/7 to provide emergency board-up and abatement services, ensuring hazardous structures are secured quickly and efficiently. Our primary responding office, SERVPRO of Chino / Chino Hills, is fully stocked with restoration materials and supported by nearby locations, allowing us to mobilize rapidly and minimize risks to public safety.

Experience & Professionalism

With decades of experience serving municipalities, we understand the importance of prompt response, professional conduct, and high-quality workmanship. Our team has worked closely with fire departments, police agencies, and city officials, providing trusted emergency services in critical situations. As a fully licensed General Contractor in California, SERVPRO is recognized as a leader in the restoration industry, ensuring that all work is performed with expertise and precision.

Safe & Effective Hazard Response

Board-up and abatement services often involve hazardous conditions. Our team is highly trained in hazard mitigation and strict safety protocols, allowing us to handle fire, storm, vandalism, and structural damage safely and effectively. We prioritize secure and compliant operations, ensuring the protection of both the community and our team while restoring affected properties as quickly as possible.

Committed to the City of Ontario

SERVPRO Team Brogdon values its partnership with the City of Ontario and remains dedicated to providing fast, reliable, and professional board-up and abatement services whenever needed. Our experience, resources, and commitment to excellence make us a trusted partner in keeping the community safe and secure. We are available 24/7 to respond to your needs.

TABLE OF CONTENTS

Identification of Proposer....4

Staffing Resources....5

Fiscal Stability....8

Experience and Technical Competence....9

Proposed Method to Accomplish the Work....13

Fee Proposal....15

Insurance....16

Litigation....22

Other Information....23

Certification of Proposal....25

3. IDENTIFICATION OF PROPOSER

a. Legal name and address of the company.

R&R B inc DBA SERVPRO of Chino/Chino Hills
13885 Redwood Ave
Chino, CA 91710

b. Legal form of company (partnership, corporation).

Corporation

c. If company is a wholly owned subsidiary of a "parent company," identify the "parent
company."

SERVPRO of Chino/Chino Hills is wholly owned by R&R B Inc.

d. Name, title, address and telephone number of the proposed representative to contact
concerning the Proposal Submittal.

Cindy Helmstead, Account Manager
13885 Redwood Ave
Chino, CA 91710
760-454-9268

e. California Business License Number

935856

f. CA Contractor's License Types and Numbers

B ASB C-22 C-61/D64

4. STAFFING RESOURCES

a. Firm Staffing and Key Personnel

i.Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.

1. **Cindy Helmstead - Account Manager**
2. **Curtis Brogdon - Director of Commercial Division**
3. **Mike Todd - Commercial Estimator**
4. **Jose Torres - Operations Director**
5. **Fernand Lopez - Restoration Manager**

With three fully staffed facilities in Chino, Hesperia, and Indio, SERVPRO Team Brogdon is strategically positioned to provide unmatched emergency response services for the City of Ontario and beyond. Our extensive coverage allows us to mobilize quickly and efficiently 24/7/365, ensuring that no matter when or where an emergency occurs, our highly trained teams are ready to respond immediately and mitigate damage. Our proven reliability, expertise, and commitment to rapid service make SERVPRO Team Brogdon the ideal choice for the City of Ontario's board-up and abatement needs.

ii.Identify three (3) persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual. If the Proposer is chosen as a finalist, these principal individuals must attend the interview and in-person presentation.

1. **Cindy Helmstead - Account Manager**
2. **Mike Todd - Commercial Estimator**
3. **Curtis Brogdon - Director of Commercial Division**

i.Describe proposed team organization, including identification and responsibilities of key personnel. Please include one-page resumes.

Cindy Helmstead
Director of Commercial Accounts

With over 30 years of experience in the restoration and construction industry, Cindy Helmstead serves as the Director of Commercial Accounts for SERVPRO Team Brogdon. In her two years with the team, Cindy has been instrumental in driving business growth and ensuring top-tier customer satisfaction. Cindy's career began in sales at construction companies, providing her with a strong foundation in restoration project management, team leadership, and customer service. She is committed to continuous learning, attending seminars and training in marketing and content restoration to stay current with industry trends. In addition to her restoration expertise, Cindy holds a real estate broker's license and a notary public license, enhancing her understanding of the legal and regulatory aspects of the industry. Her passion for helping others, combined with her extensive knowledge, makes her a valuable asset to the team.

Curtis Brogdon
Director of Commercial Division

Curtis Brogdon, Director of the Commercial Division at SERVPRO Team Brogdon, brings 18 years of expertise in restoration and construction. Rising through the ranks from Technician to Production Manager, he has successfully managed projects ranging from $500 jobs to multimillion-dollar restorations exceeding $2 million. In 2022, he led the cleanup of a major warehouse fire in Ontario, CA, his largest project to date. Curtis holds certifications in Water Damage Restoration, Applied Microbial Remediation, Commercial Drying, Structural Drying, and Asbestos Supervision. His leadership extends beyond his team, having assisted SERVPRO franchises nationwide, including responses to Hurricane Irene (2009) and the Texas Winter Freeze (2021). Known for his precision, dedication, and management skills, Curtis is a trusted leader in large-scale restoration.

Mike Todd
Commercial Estimator

Mike Todd is a restoration and construction expert with over 30 years of experience in damage assessment, cost estimation, and project management. As Regional Account Manager for SERVPRO Team Brogdon, he oversees commercial and municipal projects, ensuring efficient execution and regulatory compliance. With expertise in asbestos abatement, fire and water restoration, and large-scale remediation, he delivers cost-effective, high-quality solutions. His background as an Estimator enhances his ability to provide accurate evaluations and budgets, making him a trusted leader in restoration.

Jose Torres
Operations Manager

Jose, Operations Manager at SERVPRO Team Brogdon, oversees daily operations, resource allocation, job scheduling, and quality control across all restoration projects. His expertise in environmental safety regulations and hands-on experience allow him to lead teams effectively in complex restoration and abatement work. Jose has streamlined operations, improved workflows, and upheld high service standards. He holds IICRC certifications in Water Damage Restoration, Advanced Structural Drying, and Applied Microbial Remediation, as well as certifications in asbestos abatement and lead-related construction. His commitment to ongoing training ensures SERVPRO stays at the forefront of industry advancements.

Fernand Lopez
Restoration Manager

Fernand Lopez, Restoration Manager at SERVPRO Team Brogdon, brings over 14 years of experience in restoration and construction, including four years within the SERVPRO network as a Crew Chief. Previously serving as a Production Manager at a reputable restoration company, he has developed extensive expertise in water and mold remediation. Fernand holds IICRC Water Remediation Technician, CMR Mold Remediation, and CRMI Residential Mold Inspector certifications, ensuring precise assessment and effective restoration solutions. His industry knowledge, leadership, and technical skills make him a key asset in delivering high-quality restoration projects.

iv. Provide brief biographies of individuals that will be working directly with the City.

See response to previous questions

b.Subcontractors/Subconsultants

i.The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor / sub-consultant that is anticipated to perform each function, if known at this time.

Only select landscaping projects will be eligible for subcontracting. SERVPRO Team Brogdon takes pride in self-performing all emergency response, remediation, and restoration services. We have established strong partnerships with trusted local service providers and national vendors who are available 24/7/365, ensuring reliable support when specialized services are required.

Chino Commercial Bank N.A.
Member FDIC

[redacted]

www.chinocommercialbank.com

6. EXPERIENCE AND TECHNICAL COMPETENCE

a. Experience

i.The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.

SERVPRO Team Brogdon brings extensive experience, technical expertise, and professional skills to meet the goals and fulfill the general functions outlined in this RFP. As part of SERVPRO's national network, our team upholds the highest standards of response, quality, and customer service across all our locations. With a strong presence in Chino/Chino Hills, Hesperia, Apple Valley, Barstow, Twentynine Palms, Victorville, Indio, Coachella, Indian Wells, La Quinta, and Palm Springs, we are well-positioned to provide consistent, high-quality service across the region.

Emergency response services are at the core of our business. Our first priority is to arrive on-site quickly to assess the situation, secure the property, and begin mitigation efforts. Our expertise in board-ups, structural stabilization, and abatement ensures that properties are protected, hazards are contained, and restoration efforts begin without delay.

ii. Describe the past experience of the staff to be assigned to perform the Services in performing similar services.

SERVPRO Team Brogdon has extensive experience providing board-up and abatement services for municipalities, public agencies, and commercial properties. Our on-call teams are available around the clock to respond to properties at risk, ensuring they are secured quickly and in compliance with all safety regulations.

We strictly adhere to International Property Maintenance Code standards, ensuring that all board-up and abatement work meets the necessary safety and compliance requirements. Our staff undergoes continuous training in hazard mitigation, emergency response, and safety protocols, equipping them to handle a variety of property damage scenarios, including fire, storm, vandalism, and hazardous structural conditions.

iii. The Proposer shall state the number of years the firm has conducted business. Proposer must have at least four (4) years' experience in providing the required scope of Services for public clients.

SERVPRO Team Brogdon was established in 2006 and has since become a trusted provider of restoration, board-up, and abatement services for municipalities, businesses, and homeowners. With nearly two decades of industry experience, we have built a reputation for rapid emergency response, professional service, and high-quality workmanship.

Having successfully completed thousands of projects, our team has handled everything from minor structural damage to large-scale disaster recovery efforts. No matter the complexity of the situation, we have the expertise, resources, and skilled personnel to manage it efficiently and professionally.

With our deep industry experience, commitment to safety, and rapid response capabilities, SERVPRO Team Brogdon is well-equipped to provide reliable and professional board-up and abatement services for the City of Ontario.

iv. Provide five (5) references regarding the Proposer's experience and performance performing similar services. Include the following information: (1) Organization/City, contact name, phone number, e-mail address; and (2) project size and description, if applicable, and description of services.

1. **Ontario/Montclair USD**
   Rudy Perez-M/O Director
   Phone: 909-418-6369
   Email: rudolph.perez@omsd.net
   950 West D Street
   Ontario, CA 91762
   Classroom Vandalism
   $17,084

2. **City of Yucaipa**
   Kellie Whitt-Code Enforcement
   Phone: 909-797-2489
   Email: kwhitt@yucaipa.gov
   34272 Yucaipa Blvd
   Yucaipa, CA 92399
   Weed Abatement
   $32,000

3. **City of Chino Hills**
   Jarrod Manuel- Director of M/O
   Phone: 909-364-2793
   Email: jmanuel@chinohills.org
   14000 City Center Dr.
   Chino Hills, CA 91709
   Graffiti Removal
   $3,000

4. **City of Upland**
   Richard Smiderle- PW Ops Mgr.
   Phone: 909-291-2940
   Email: rsmiderle@ci.upland.ca.us
   1370 N. Benson Ave.
   Upland, CA 91786
   Trauma/Crime Scene Cleanup
   $7,000

5. **City of Riverside**
   Chris Pullen- Code Enforcement
   Phone: 951-826-5685
   Email: cpullen@riversideca.gov
   3900 Main St.
   Riverside, CA 92501
   Homeless Encampment Cleanup
   $10,400

v. Describe the firm's local experience and knowledge of City..

SERVPRO Team Brogdon's Chino location is conveniently located near the city of Ontario, allowing us to quickly respond to both residential and commercial jobs in the area. With extensive experience working on a wide range of projects, we have built strong relationships with other cities and counties throughout the Southern California region, ensuring top-quality service and expertise in all our work.

b. Project Specific Experience

ROLL OF THE FIRM	General Abatement	General Contracting	General Contracting
DOLLAR VALUE OF THE SERVICES	$300,000	$250,000	$70,000
DOLLAR VALUE OF THE FEE	N/A	N/A	N/A
DESCRIPTION OF SERVICES	Abatement	General Contracting	On-Call Code Enforcement/Property Abatement
STAFFING	AM - Cindy Helmstead DCD - Curtis Brogdon OM - Jose Torres Estim. - Todd Lyon	AM - Cindy Helmstead DCD - Curtis Brogdon OM - Jose Torres Estim. - Todd Lyon	AM - Cindy Helmstead DCD - Curtis Brogdon OM - Jose Torres Estim. - Todd Lyon
DURATION OF PROVIDING SERVICES	4 years	4 years	2 years
RELATIONSHIP TO CLIENT	Ongoing Contract	Ongoing Contract	Ongoing Contract
CONTACT NAME, POSITION, ENTITY NAME, TELEPHONE NUMBER, FAX, AND E-MAIL ADDRESS	Chris Pullen, Code Enforcement City of Riverside 951-826-5685	Jarrod Manuel, Dir. M/O City of Chino Hills 909-364-2793	Kellie Whitt, Code Enforcement City of Yucaipa 909-797-2489

6. EXPERIENCE AND TECHNICAL COMPETENCE

i. If any of the following has occurred, please describe in detail:

a. Failure to enter into a contract or professional services agreement once selected.

b. Withdrawal of a proposal as a result of an error

c. Termination or failure to complete a contract.

d. Debarment by any municipal, county, state, federal or local agency

e. Involvement in litigation, arbitration or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Knowing concealment of any deficiency in the performance of a prior contract.

f. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.

g. Willful disregard for applicable rules, laws or regulations.

None of the above issues apply to SERVPRO Team Brogdon. Our company operates with integrity, professionalism, and full compliance with all contractual obligations and legal requirements. We have never failed to enter or complete a contract, withdrawn a proposal due to error, or been debarred by any agency. Additionally, SERVPRO Team Brogdon has no history of litigation, arbitration, or mediation, nor any involvement in fraudulent, deceptive, or anticompetitive practices. We are committed to ethical business conduct and strict adherence to all industry regulations.

c.Technical Competence

i. Description of in-house resources (i.e., computer capabilities, software applications, modern protocol, modeling programs, etc.)

SERVPRO Team Brogdon will provide timely reporting on labor, equipment, supplies, and project status to designated City of Ontario personnel or the assigned consultant on a project-to-project basis. Specialized reports will be produced as directed by the client and may be generated from various components. In addition to traditional human controls, client-specific reports, as well as traditional reports such as Xactimate scopes.

ii. Ability to draw upon multi-disciplinary staff to address the Services requested in this RFP.

SERVPRO Team Brogdon will provide the City of Ontario with emergency board-ups and abatements as needed. Our skilled team is equipped to respond quickly to secure properties and safely handle any necessary abatement services, ensuring the protection and safety of affected structures. We are committed to delivering efficient and reliable solutions for emergency situations, tailored to the specific needs of the City of Ontario.

7. PROPOSED METHOD TO ACCOMPLISH THE WORK

RESPONDING OFFICE

SERVPRO Team Brogdon's primary responding office for the City of Ontario will be our Chino Headquarters. Our dedicated Account Manager, Cindy Helmstead, 760-454-9268, and our Chino office will be closely supported by our Hesperia location. If necessary, we can call on our Hesperia location for additional resources.

All three of our locations are fully equipped with restoration and construction materials, supplies, and equipment, allowing us to rapidly respond to any emergency situation. Should the need arise for additional manpower or supplies beyond our local capabilities, we can quickly scale up our response regionally and nationally, ensuring effective coverage for larger emergencies.

EMERGENCY DISPATCH

To initiate service, City of Ontario personnel can contact our Account Manager, Cindy Helmstead, 760-454-9268, who is available 24/7. Calls made after hours will be answered by our national dispatch center, which will immediately connect the caller with the on-call Emergency Manager at the Chino office. On the initial call, relevant information will be gathered to ensure the appropriate manpower and supplies are dispatched.

RESPONSE

SERVPRO Team Brogdon is committed to a quick response, with on-site arrival typically within one to two hours, depending on unforeseen circumstances such as road closures or heavy traffic. If response times are impacted, the account manager and on-site contact will be notified with an updated arrival time.

ON-SITE ARRIVAL & DEPARTURE

Upon arrival, photos will be taken to document the situation. If additional personnel are needed, they will be dispatched immediately. Crews will arrive in uniform with marked, well-stocked vehicles. All team members undergo background checks and drug tests and are trained to provide professional, courteous service.

Our team will provide all necessary materials, including padlocks, tarps, temporary fencing, and carpentry tools. We strictly adhere to industry standards, as well as federal and state regulations, ensuring all work is completed to the highest quality.

BOARD-UP SPECIFICATIONS

We will perform board-ups using nominal ½" plywood or equivalent OSB, securely fastened with galvanized self-tapping screws spaced 12" apart along the perimeter. A matching batten strip will be installed at the center for additional support. If requested, we will also install heavy-duty safety hasps for padlock placement on doors and jambs.

7. PROPOSED METHOD TO ACCOMPLISH THE WORK

VARIETY OF PROJECTS

SERVPRO Team Brogdon is well-equipped to handle a variety of property damage restoration projects, with extensive experience in managing emergencies of all sizes. Our team is trained to respond quickly, efficiently, and professionally, ensuring the job is done right the first time at a fair price.

COMMUNICATIONS

Our goal is to become a reliable and integral part of the City of Ontario's emergency response team. Cindy Helmstead, the Account Manager for the City of Ontario, will ensure that we provide consistent and efficient service tailored to the city's needs. Regular communication will be maintained to ensure satisfaction, with project reports available as requested.

8. FEE PROPOSAL

Description	Regular	OT	DT		
Labor	$115.5/hr	$173.25/hr	$231.00/hr		
On-Site Supervision	$115.5/hr	$173.25/hr	$231.00/hr		
Minor Plumbing Repair	$126.50/hr	$189.75/hr	$253.00/hr		
Weed Abatement Labor Rate	$125.00/hr	$187.50/hr	$250.00/hr		
Fence Repair Labor Rate	$125.00/hr	$187.50/hr	$250.00/hr		
Tree Trimming Labor Rate	$126.50/hr	$189.75/hr	$253.00/hr		
Dump Truck Operator	$126.50/hr	$189.75/hr	$253.00/hr	8 Hour Minimum	
Bobcat Operator	$126.50/hr	$189.75/hr	$253.00/hr	8 Hour Minimum	
Skidloader Operator	$126.50/hr	$189.75/hr	$253.00/hr	8 Hour Minimum	
Trencher	$126.50/hr	$189.75/hr	$253.00/hr	8 Hour Minimum	
Mechanical Water Pump	$126.50/hr	$189.75/hr	$253.00/hr	8 Hour Minimum	
Cancelled Service Requests	$115.50/hr	$173.25/hr	$231.00/hr	4 Hour Minimum	
Materials					
Materials- 20% Markup					

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

10. LITIGIATION

R&R B Inc DBA Servpro of Chino/Chino Hills has a solid track record of completing a high volume of projects annually and has managed to avoid legal issues.

a. Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.

SERVPRO of Chino/Chino Hills, supported by the Hesperia and Indio offices, provides expert property damage restoration services across the Southern California region. We have the capacity to deploy as few as 2 and as many as 200 technicians, tailoring our workforce to meet the specific needs of each job.

Our longstanding relationships with local cities and communities have been built through our active participation in the MSA Association and a consistent commitment to understanding the unique needs of each municipality. This has allowed us to develop a deep knowledge of the region, ensuring we can respond efficiently and effectively to all types of property restoration needs.

CAPABILITIES & RESOURCES

- Timely and Budget-Conscious Completion: The SERVPRO Chino office consistently delivers projects within the estimated timelines and budgets, a testament to our professionalism and experience.

- Dedicated and Skilled Personnel: All personnel at SERVPRO undergo thorough screening to ensure they are committed to meeting the rigorous demands of emergency response work. Our team is ready to work late hours and even overnight to meet the urgent needs of clients.

- Emotional Intelligence and Mission-Driven Service: Our staff works in highly stressful, emotionally charged environments, assisting clients who are often in the midst of challenging situations. A strong sense of service and dedication is at the heart of our operations.

- Full-Service Operations: Our Chino, Hesperia, and Indio offices are fully equipped with restoration and construction materials in well-stocked warehouses, ensuring we can mobilize quickly for any size project.

- Scalable Response: Should additional resources be required, we can rapidly scale our response regionally within California, with >>> SERVPRO offices across the state, or nationally in the event of widespread emergencies.

Our team at SERVPRO of Chino/Chino Hills is proud of the hard work and perseverance required in the emergency response and restoration industry. We understand the critical nature of these services and are always ready to help our clients in time of need.

b. Description of community involvement.

At SERVPRO, we are deeply committed to supporting the communities in which we operate. SERVPRO routinely steps up to assist individuals and families affected by natural disasters. We recently served at a local first responders event in response to the devastating fires in Los Angeles, honoring the efforts of those who risk their lives to protect others.

In addition to disaster relief efforts, SERVPRO is dedicated to supporting charitable organizations that make a difference in people's lives. Our employees actively participate in charity events and fundraising efforts. Once such initiative includes our involvement in charity golf tournaments, which raise funds for scholarships to support education in our communities. The spirit of service is embedded in our company culture, and we are proud of the difference our team makes, both on the job and in the communities we serve.

c. Description of any previous involvement with the City.

SERVPRO has maintained a positive and collaborative relationship with the City of Ontario, engaging in ongoing communication to address the needs of the community and provide support when necessary. Our team is committed to being a reliable partner, ensuring that our services align with the evolving demands of the city.

In addition to our core restoration and emergency services, SERVPRO has also provided building improvement services to the Facilities Department on occasion. This work demonstrates our versatility and ability to support clients not only in restoration but also in the enhancement and upkeep of their properties.

d. A statement that the Proposer has no conflicts of interest in connection with providing the Services.

SERVPRO has no conflicts of interest in connection with providing the Services.

12. CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Cruz Torres Department: Prepared By: . . Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez, Matthew Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: **A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT WITH STG COMMUNITIES II, LLC**

RECOMMENDATION: That the City Council adopt a Resolution to Authorize the Execution of an Amended and Restated Acquisition and Funding Agreement between the City and STG Communities II, LLC to provide for the acquisition of completed public infrastructure facilities constructed by STG Communities II, LLC with the Community Facilities District (CFD) No. 42 (West Haven) special tax bond proceeds.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: As proposed, the Amended and Restated Acquisition and Funding Agreement, includes developer construction costs of approximately $3.3 million that will be funded with available CFD No. 42 bond proceeds. Mello-Roos bonds are not a direct obligation of the City and are paid from special taxes levied on each taxable parcel in the District; therefore, there is no fiscal impact to the General Fund. 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 approval of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to fund governmental services and various public infrastructure facilities. In the First Amended and Restated Construction Agreement

between the City and the NMC Builders LLC, the City agreed to cooperate with the members of NMC Builders, LLC in the formation of CFDs to assist in the financing of public improvements.

On August 1, 2018, the City and STG Communities II, LLC entered into an Acquisition and Funding Agreement to provide a mechanism for the purchase of completed public infrastructure improvements constructed by STG Communities II, LLC using special tax bond proceeds. In 2019, STG Communities II, LLC, requested that the City amend the existing Acquisition and Funding Agreement to include storm drain infrastructure. A modification was also made to update the recycled water pipeline from 16" to 12". At this time, the City and STG Communities II, LLC entered into a First Amendment to Acquisition and Funding Agreement.

On March 20, 2025, STG Communities II, LLC requested to amend the First Amendment to Acquisition and Funding Agreement. Section 6.4 of the Acquisition and Funding Agreement provides that the agreement may be amended. As such, the facilities list included in the First Amendment to Acquisition and Funding Agreement has been updated in the proposed Amended and Restated Acquisition and Funding Agreement to include storm drain infrastructure constructed by the developer. In addition, under the proposed Amended and Restated Acquisition and Funding Agreement, the infrastructure to be acquired will be based on actual construction costs. All other terms of the Original Acquisition and Funding Agreement and the First Amendment to Acquisition and Funding Agreement remain in full force and effect.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT WITH STG COMMUNITIES II, LLC

WHEREAS, certain real property within the boundaries of the City located generally south of State Route 60 is commonly referred to as Ontario Ranch; and

WHEREAS, such real property was previously known as the New Model Colony; and

WHEREAS, the City has approved a General Plan Amendment for the New Model Colony which has been supplemented by certain water, recycled water and sewer master plans (as so supplemented, the "General Plan Amendment") and has certified an Environmental Impact Report and adopted a Mitigated Negative Declaration in connection with the General Plan Amendment (together, the "Environmental Impact Report"); and

WHEREAS, the City has specified in the General Plan Amendment and the Environmental Impact Report the major backbone transportation, water, sewer, storm drainage, parks, public safety infrastructure and fiber optic systems required to serve Ontario Ranch; and

WHEREAS, STG Communities II, LLC (the "Developer") is developing certain of the property within Ontario Ranch (the "Property"); and

WHEREAS, certain of such major backbone infrastructure is required to serve the Property; and

WHEREAS, in order to provide a mechanism to fund, in a timely manner, the costs of certain of such major backbone infrastructure required to serve Ontario Ranch (the "Facilities") so that such development could occur, the City and the Developer entered into the Acquisition Agreement and Funding Agreement, dated as of August 1, 2018 (the "Original Acquisition Agreement"); and

WHEREAS, in order to provide such a mechanism, the City has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), established City of Ontario Community Facilities District No. 42 (West Haven) (the "Community Facilities District"), the boundaries of which include the Property; and

WHEREAS, in order to amend certain provisions of the Original Acquisition Agreement, the City and the Developer entered into the First Amendment to Acquisition

and Funding Agreement, dated as of December 1, 2019 (the “First Amendment,” and the Original Acquisition Agreement as so amended by the First Amendment, the “First Amended Acquisition Agreement”);

WHEREAS, the City and the Developer desire to amend, supplement and modify certain provisions of the First Amended Acquisition Agreement; and

WHEREAS, Section 6.4 of the First Amended Acquisition Agreement provides that the First Amended Acquisition Agreement may be amended, supplemented and otherwise modified by an instrument in writing executed and delivered by the City and the Developer; and

WHEREAS, in order to reflect such amendments, supplements and modifications to the First Amended Acquisition Agreement, the City and the Developer desire to amend and restate the First Amended Acquisition Agreement pursuant to an Amended and Restated Acquisition and Funding Agreement by and between the City and the Developer (such Amended and Restated Acquisition and Funding Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Amended and Restated Acquisition Agreement”); and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

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

SECTION 1. The Amended and Restated Acquisition Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. Each of the Mayor of the City, and such other member of the City Council as the Mayor may designate, the City Manager of the City and the Executive Director of Finance of the City, and such other officer or employee of the City as the City Manager may designate (the “Authorized Officers”) is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the City, to execute and deliver the Amended and Restated Acquisition Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Amended and Restated Acquisition Agreement by such Authorized Officer.

SECTION 2. All actions heretofore taken by the officers, employees and agents of the City with respect to the Amended and Restated Acquisition Agreement, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

SECTION 3. 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 4. 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 17th day of June, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 17, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held June 17, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

AMENDED AND RESTATED
ACQUISITION AND FUNDING AGREEMENT

by and between

CITY OF ONTARIO

and

STG COMMUNITIES II, LLC

Dated as of June 1, 2025

City of Ontario
Community Facilities District No. 42
(West Haven)

4125-4692-4635.3

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 3

Section 1.1. Definitions 3

Section 1.2. Rules of Construction 7

ARTICLE II ACQUISITION OF FACILITIES 9

Section 2.1. Acquisition of Facilities; Limited Source of Payments 9

Section 2.2. Segment Review; Payment Requests 9

Section 2.3. Payment of Purchase Price 11

ARTICLE III CONSTRUCTION OF FACILITIES 12

Section 3.1. Preparation and Approval of Plans and Specifications 12

Section 3.2. Duty of the Developer to Construct 12

Section 3.3. Public Works Requirements 12

Section 3.4. Bonding Requirements 14

Section 3.5. Inspection; Completion of Construction 14

Section 3.6. Maintenance of Facilities; Warranties 14

Section 3.7. Insurance Requirements 14

Section 3.8. Ownership of Facilities 16

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION 17

Section 4.1. Representations and Warranties of the Developer 17

Section 4.2. Covenants of the Developer 18

Section 4.3. Covenants of the City 19

Section 4.4. Indemnification 19

ARTICLE V EVENTS OF DEFAULT AND REMEDIES; FORCE MAJEURE 21

Section 5.1. Developer Events of Default 21

Section 5.2. Remedies for Developer Events of Default 22

Section 5.3. City Events of Default 23

Section 5.4. Remedies for City Events of Default 23

Section 5.5. Force Majeure 24

ARTICLE VI MISCELLANEOUS 26

Section 6.1. Developer as Independent Contractor 26

TABLE OF CONTENTS
(continued)

Page

Section 6.2. Other Agreements 26
Section 6.3. Binding on Successors and Assigns 26
Section 6.4. Amendments 26
Section 6.5. Waivers 26
Section 6.6. Third-Party Beneficiaries 26
Section 6.7. Notices 27
Section 6.8. Attorneys' Fees 27
Section 6.9. Severability 27
Section 6.10. Governing Law 27
Section 6.11. Jurisdiction and Venue 27
Section 6.12. Electronic Signature 28
Section 6.13. Counterparts 28
Section 6.14. Effective Date 28
EXHIBIT A FACILITIES A-1
EXHIBIT B FORM OF PAYMENT REQUEST B-1

AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT

THIS AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT (this "Acquisition Agreement"), dated as of June 1, 2025, is by and between the CITY OF ONTARIO, a general law city organized and existing under the laws of the State of California (the "City"), and STG COMMUNITIES II, LLC, a limited liability company organized and existing under the laws of the State of California (the "Developer").

W I T N E S S E T H:

WHEREAS, certain real property within the boundaries of the City located generally south of State Route 60 is commonly referred to as Ontario Ranch;

WHEREAS, such real property was previously known as the New Model Colony;

WHEREAS, the City has approved a General Plan Amendment for the New Model Colony, which has been supplemented by certain water, recycled water and sewer master plans (as so supplemented, the "General Plan Amendment") and has certified an Environmental Impact Report and adopted a Mitigated Negative Declaration in connection with the General Plan Amendment (together, the "Environmental Impact Report");

WHEREAS, the City has specified in the General Plan Amendment and the Environmental Impact Report the major backbone transportation, water, sewer, storm drainage, parks, public safety infrastructure and fiber optic systems required to serve Ontario Ranch;

WHEREAS, the Developer is developing certain of the property within Ontario Ranch (the "Property");

WHEREAS, certain of such major backbone infrastructure is required to serve the Property;

WHEREAS, in order to provide a mechanism to fund, in a timely manner, the costs of certain of such major backbone infrastructure required to serve Ontario Ranch (the "Facilities") so that such development could occur, the City and the Developer entered into the Acquisition Agreement and Funding Agreement, dated as of August 1, 2018 (the "Original Acquisition Agreement");

WHEREAS, in order to provide such a mechanism, the City has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), established City of Ontario Community Facilities District No. 42 (West Haven) (the "Community Facilities District"), the boundaries of which include the Property;

WHEREAS, in order to amend certain provisions of the Original Acquisition Agreement, the City and the Developer entered into the First Amendment to Acquisition and Funding Agreement, dated as of December 1, 2019 (the "First Amendment," and the Original Acquisition Agreement as so amended by the First Amendment, the "First Amended Acquisition Agreement");

WHEREAS, pursuant to the Act, the proceedings of the City Council of the City and an election held within the Community Facilities District, the Community Facilities District is authorized to levy a special tax (the "Special Tax") within the Community Facilities District and issue special tax bonds (the "Bonds") secured by the Special Tax in order to finance certain of the Facilities;

WHEREAS, the Special Tax has been levied by the Community Facilities District and Bonds have been issued by the Community Facilities District;

WHEREAS, the City and the Developer desire to amend certain provisions of, and restate, the First Amended Acquisition Agreement;

WHEREAS, Section 6.4 of the First Amended Acquisition Agreement provides that the First Amended Acquisition Agreement may be amended by an instrument in writing executed and delivered by the City and the Developer;

WHEREAS, it is anticipated that, upon satisfaction of the conditions specified herein, the City will acquire certain of the Facilities constructed or caused to be constructed by the Developer in accordance with the term set forth in this Acquisition Agreement, that the City will take title thereto and that the Developer will be paid the purchase price thereof, determined as set forth herein, from certain proceeds of the Special Tax, if any, and certain proceeds of the Bonds;

WHEREAS, Section 53313.5 of the Act provides that a community facilities district may only finance the purchase of facilities whose construction has been completed, as determined by the legislative body, before the resolution of formation to establish the community facilities district is adopted pursuant to Section 53325.1 of the Act, except that a community facilities district may finance the purchase of facilities completed after the adoption of the resolution of formation if the facility was constructed as if it had been constructed under the direction and supervision, or under the authority of, the local agency; and

WHEREAS, the Facilities are to be acquired by the City pursuant to this Acquisition Agreement pursuant to the Act and, specifically, pursuant to the provisions of Sections 53313.5 thereof;

NOW, THEREFORE, the First Amended Acquisition Agreement is hereby amended and restated to read in full as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires (a) the terms defined in this Section shall, for all purposes of this Acquisition Agreement, have the meanings herein ascribed thereto, and (b) capitalized undefined terms used herein that are defined in the Indenture shall have the respective meanings ascribed thereto in the Indenture.

"Acceptable Title" means title to land, or an easement therein, delivered free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether any such item is recorded or unrecorded, except those non-monetary items that are reasonably determined by the City not to interfere with the intended use of such land or easement and therefore are not required to be cleared from title.

"Acceptance Date" means (a) with respect to a Segment, the date on which such Segment is accepted by the City pursuant to Section 2.2(e) hereof, and (b) with respect to a Component, the date on which the last Segment that is part of such Component is accepted by the City pursuant to Section 2.2(e) hereof.

"Acquisition Agreement" means this Amended and Restated Acquisition and Funding Agreement, dated as of June 1, 2025, by and between the City and the Developer, as originally executed or as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Act" means the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 *et seq.* of the California Government Code.

"Actual Cost" means, with respect to a Segment, as the description thereof is reflected in the then current Plans therefor, an amount equal to the sum of (a) the Developer's actual, reasonable cost of constructing such Segment (including grading for such construction), including labor, material and equipment costs and professional services directly related to materials testing, (b) the Developer's actual, reasonable cost of designing and preparing the Plans for such Segment, including engineering services provided in connection with designing and preparing such Plans, (c) the Developer's actual, reasonable cost of any performance and maintenance bonds and insurance, including title insurance, required hereby for such Segment, (d) the Developer's actual, reasonable cost of any real property or interest therein, other than any such real property or interest therein to be conveyed with a Circulation System Segment, which real property or interest therein is either necessary for the construction of such Segment (*e.g.*, temporary construction easements, haul roads, etc.) or is required to be conveyed with such Segment in order to convey Acceptable Title thereto to the City or its designee, (e) the Developer's actual, reasonable cost of environmental evaluations required in the City's reasonable determination specifically for such Segment, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Segment, including City plan check, processing and inspection fees for such Segment, (g) the Developer's actual, reasonable cost for construction management services for such Segment, which cost shall not exceed 5% of the cost

of constructing such Segment, as determined pursuant to clause (a) of this definition, and (h) the Developer's actual, reasonable cost for professional services directly related to the construction of such Segment, including engineering, inspection, construction staking and similar professional services, all as specified in a Payment Request that has been reviewed and approved by the City Engineer; provided, however, that (i) no item of cost relating to a Segment shall be included in more than one category of cost specified in clauses (a) through (h) of this definition, (ii) except with respect to items of cost for construction management services specified in clause (g) that are provided by the Developer or an Affiliate thereof rather than a third party, each item of cost shall include only amounts actually paid by the Developer to third parties, other than Affiliates of the Developer, and shall not include overhead or other internal expenses of the Developer, and (iii) the aggregate cost of items specified in clauses (e) through (h) shall not exceed 30% of the cost of constructing such Segment, as determined pursuant to clause (a) of this definition.

"Affiliate" of another Person means (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as trustee, guardian, or other fiduciary, 50% or more of any class of equity securities of such other Person, and (b) each Person that controls, is controlled by or is under common control with or by such Person or any Affiliate of such Person. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Bonds" means bonds, notes or other obligations of the Community Facilities District payable from the Special Tax and issued under the Indenture.

"Circulation System Segments" means Segment Nos. ST-1 through ST-10 inclusive.

"City" means the City of Ontario, a general law city organized and existing under the laws of the State, and its successors.

"City Council" means the City Council of the City.

"City Engineer" means the City Engineer of the City.

"City Event of Default" means any event or circumstance specified in Section 5.3 hereof.

"Community Facilities District" means City of Ontario Community Facilities District No. 42 (West Haven), a community facilities district organized and existing under the laws of the State, and its successors.

"Complete" means, with respect to a Segment, that the construction of such Segment (including all ancillary, non-essential items included in such Segment) by the Developer is, in the reasonable judgment of the City Engineer, in all respects complete.

"Components" means the related groups of Segments identified as such and described in Exhibit A hereto; each Component is comprised of the Segments listed thereunder in Exhibit A.

"Conditions of Approval" means, with respect to any portion of the Property, the conditions of approval of all land use entitlements approved by the City for such portion of the Property and the conditions of any Development Agreement, subdivision improvement agreement or other agreement between the Developer and the City relating to such portion of the Property, which conditions the Developer must satisfy or cause to be satisfied in order to develop such portion of the Property.

"Construction Agreement" means the First Amended and Restated Agreement for Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, made as of August 21, 2012, by and between the City and NMC Builders, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Developer" means STG Communities II, LLC, a limited liability company organized and existing under the laws of the State of California, and its successors and assigns.

"Developer Acquisition Account" means the account by that name within the Improvement Fund established and held by the Trustee pursuant to the Indenture, into which the Net Proceeds of Bonds available to pay the Purchase Prices of the Segments purchased by the City pursuant hereto are to be deposited.

"Developer Event of Default" means any event or circumstance specified in Section 5.1 hereof.

"Developer Representative" means the person or persons designated as such in a certificate signed by the Developer and delivered to the City, which certificate shall contain an original or specimen signature of each person so designated.

"Development Agreement" means a statutory development agreement between the City and the Developer, entered into pursuant to California Government Code Section 65864 *et seq.*, relating to the development of a portion of the Property.

"DIF Program Costs" has the meaning ascribed thereto in the definition of "Program Costs" or "DIF Program Costs" in the Construction Agreement.

"Effective Date" means June 17, 2025.

"Facilities" means the facilities described in Exhibit A hereto.

"General Prevailing Wage Rates" means those rates as determined by the Director of the Department of Industrial Relations of the State of California.

"Hazardous Material" means any hazardous or toxic substance, material or waste that is regulated by any local governmental authority, the State or the United States Government, including any material or substance that is (a) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.* (33 U.S.C. § 1321), (b) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903), (c) defined as a

"hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*, (d) petroleum, or (e) asbestos.

"Improvement Fund" means the fund or account established under the Indenture, howsoever denominated, into the accounts established within which the Net Proceeds of Bonds are to be deposited.

"Indenture" means the indenture, trust agreement, fiscal agent agreement or similar instrument, howsoever denominated, pursuant to which Bonds of the Community Facilities District are issued, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Member" means a member of NMC Builders.

"Memorandum of Agreement" means the Amended and Restated Memorandum of Agreement, dated as of November 1, 2022, by and between the City and NMC Builders, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Net Proceeds" means the proceeds of Bonds remaining after the payment or setting aside of, or provision for (i) the underwriter's discount for such Bonds, (ii) the costs of issuance of such Bonds, including the costs of formation of the Community Facilities District, (iii) any required reserve fund deposit for such Bonds, (iv) capitalized interest on such Bonds, and (v) pre-funded administrative expenses of the Community Facilities District.

"NMC Acquisition Account" means the account by that name within the Improvement Fund established and held by the Trustee pursuant to the Indenture.

"NMC Builders" means NMC Builders, LLC, a limited liability company organized and existing under the laws of the State of California, and its successors and assigns.

"Payment Request" means the document to be provided by the Developer to substantiate the Purchase Price of one or more Segments, which shall be substantially in the form of Exhibit B attached hereto.

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Plans" means the plans and specifications for the Facilities prepared or to be prepared by or on behalf of the Developer pursuant to Section 3.1 hereof.

"Property" means the real property located within the boundaries of the Community Facilities District.

"Purchase Price" means, with respect to a Segment, subject to the provisions of Section 2.3 hereof, the Actual Cost of such Segment.

"Rate and Method" means the rate and method of apportionment of the Special Tax approved by the qualified electors of the Community Facilities District.

"Related Property" means, with respect to a Segment, the property on, in or over which such Segment is located, which property, or an easement thereon or other interest therein, is dedicated or otherwise conveyed to the City as provided in Section 2.2(d) hereof.

"Segments" means the discrete portions of the Components identified as such and described in Exhibit A hereto as Segments; provided, however, that each such Segment described therein shall constitute a Segment for purposes of this Acquisition Agreement only if such Segment was constructed by or on behalf of the Developer singly and not jointly or in conjunction with another Member or NMC Builders.

"Special Tax" means the special tax approved by the qualified electors of the Community Facilities District to be levied therein.

"State" means the State of California.

"Substantially Complete" means, with respect to a Circulation System Segment, that the construction of such Circulation System Segment by the Developer has, in the reasonable judgment of the City Engineer, reached a stage of completion sufficient to allow such Circulation System Segment to be utilized for the purpose for which it is intended and that only the construction of ancillary, non-essential items remains incomplete; provided, however, that a Circulation System Segment shall not be deemed to be Substantially Complete if, in the reasonable judgment of the City Engineer, the cost to complete the construction of such ancillary, non-essential items would exceed 15% of the Purchase Price of such Circulation System Segment.

"Trustee" means the commercial bank or trust company initially designated as trustee under the Indenture, and any successor thereto thereunder substituted in its place as provided therein.

Section 1.2. Rules of Construction. (a) The terms defined herein expressed in the singular shall, unless the context otherwise indicates, include the plural and vice versa.

(b) The use herein of the masculine, feminine or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine or neuter gender, as appropriate.

(c) References herein to a document shall include all amendments, supplements or other modifications to such document, and any replacements, substitutions or novation of, that document.

(d) Any term defined herein by reference to another document shall continue to have the meaning ascribed thereto whether or not such other document remains in effect.

(e) The use herein of the words "including" and "includes," and words of similar import, shall be deemed to be followed by the phrase "without limitation."

(f) Headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(g) All references herein to designated "Articles," "Sections," "Exhibits," "subsections," "paragraphs," "clauses," and other subdivisions are to the designated Articles, Sections, Exhibits, subsections, paragraphs, clauses, and other subdivisions of this Acquisition Agreement.

(h) The words "hereof" (except when preceded by a specific Section or Article reference) "herein," "hereby," "hereunder," "hereinabove," "hereinafter," and other equivalent words and phrases used herein refer to this Acquisition Agreement and not solely to the particular portion hereof in which any such word is used.

(i) Any reference to a Person, or a Person in a specified capacity, shall be construed to include such Person's successors or such Person's successors in such capacity, as the case may be.

ARTICLE II

ACQUISITION OF FACILITIES

Section 2.1. Acquisition of Facilities; Limited Source of Payments. (a) Subject to the terms and conditions hereof, the Developer hereby agrees to sell to the City, and the City hereby agrees to purchase from the Developer, each Segment for the Purchase Price thereof.

(b) The Purchase Prices of Segments are to be paid from Net Proceeds of the Special Tax, if any, and Net Proceeds of Bonds deposited in the Developer Acquisition Account. Notwithstanding anything to the contrary contained herein, the City shall not be obligated to pay the Purchase Price of any Segment except from the Net Proceeds of the Special Tax and the Net Proceeds of the Bonds so deposited in the Developer Acquisition Account. The City makes no warranty, either express or implied, that the Community Facilities District will be able to issue and sell any Bonds or that the Net Proceeds of the Special Tax and the Net Proceeds of the Bonds so deposited in the Developer Acquisition Account and available for the payment of the Purchase Price of the Segments will be sufficient for such purpose.

(c) The Net Proceeds of the Special Tax and the Net Proceeds of the Bonds shall be applied to the uses in the priorities set forth in the Memorandum of Agreement. If amounts remain in the Developer Acquisition Account after the Purchase Price of each of the Segments has been paid, such remaining amounts shall be applied in accordance with the priorities set forth in the Memorandum of Agreement.

Section 2.2. Segment Review; Payment Requests. (a) When the Developer has concluded that the construction of a Segment by the Developer is in all respects complete, the Developer shall deliver to the City Engineer (i) a Payment Request for such Segment, together with all attachments and exhibits to be included therewith, (ii) a copy of the documents conveying, or that previously conveyed, to the City Acceptable Title to the Related Property of such Segment, as described in subsection (d) of this Section, and (iii) a copy of the Notice of Completion of such Segment that will be filed in accordance with Section 3093 of the California Civil Code, if applicable; provided, however, that, if, during the process of designing a Segment, obtaining bids for construction of a Segment or during construction of a Segment, the Developer determines that, because of changed conditions or circumstances, the actual cost of constructing such Segment may materially exceed the Developer's originally estimated cost thereof, the Developer shall, in order to facilitate and expedite the City Engineer's review and verification with respect to such Segment pursuant to subsection (b) of this Section, as soon as practicable, deliver to the City Engineer a written statement describing (i) such changed conditions or circumstances, (ii) the Developer's original estimated cost of constructing such Segment, (iii) the anticipated effect of such changed conditions or circumstances on the Actual Cost of such Segment, and (iv) an explanation as to why including the increased cost resulting from such changed conditions or circumstances would result in the Actual Cost of such Segment being no greater than the actual, reasonable cost thereof, determined in accordance with the provisions of the definition of Actual Cost set forth herein.

(b) Upon receipt of a completed Payment Request (and accompanying documentation) for a Segment, the City Engineer shall conduct a review in order to confirm that

such Segment is Complete and was constructed in accordance with the Plans therefor and to verify and approve the Actual Cost of such Segment specified in such Payment Request. As a reference in determining the reasonable cost of constructing such Segment, the City Engineer may use the most recently updated DIF Program Costs of such Segment, which reflect the City Engineer's determination, as of the date of such update, of the reasonable cost of constructing such Segment, recognizing that, depending on the date of such most recent update, such DIF Program Costs may not reflect the reasonable cost of constructing such Segment at the time it was constructed. The Developer agrees to cooperate with the City Engineer in conducting each such review and to provide the City Engineer with such additional information and documentation as is reasonably necessary for the City Engineer to conclude each such review. The City agrees to cause the City Engineer to conduct such review without unreasonable delay. If the City Engineer determines that the Actual Cost specified in such Payment Request as initially submitted exceeds the Developer's actual, reasonable cost of constructing such Segment, the Developer shall resubmit such Payment Request, with the Actual Cost specified therein modified so as to take into account such determination by the City Engineer. Upon confirmation that such Segment is Complete and has been constructed in accordance with the Plans therefor, and verification and approval of the Actual Cost of such Segment, the City Engineer shall sign the Payment Request, indicating thereon that such Segment is Complete and that the full amount of the Purchase Price of such Segment is eligible for payment, and forward the same to the City.

(c) With respect to a Circulation System Segment, if, as a result of the review described in subsection (b) of this Section, the City Engineer (i) determines that such Circulation System Segment, while not Complete, is Substantially Complete, (ii) confirms that such Circulation System Segment has been constructed in accordance with the Plans therefor, and (iii) verifies and approves the Actual Cost of such Circulation System Segment, the City Engineer shall sign the Payment Request, indicating thereon that such Circulation System Segment is Substantially Complete and that an amount equal to 85% of the Actual Cost of such Circulation System Segment is eligible for payment, and forward the same to the City.

When the Developer completes or causes to be completed all work with respect to such Circulation System Segment and concludes that such Circulation System Segment is Complete, the Developer shall deliver to the City Engineer (i) if as-built drawings or similar plans and specifications for such Circulation System Segment have not previously been submitted to the City Engineer, such drawings or plans and specifications, together with a certification of the Developer that such drawings or plans and specifications are true, correct and complete, and (ii) such information and documentation as is reasonably required by the City Engineer in order for the City Engineer to determine whether such Circulation System Segment is Complete. Upon receipt of such information and documentation, the City Engineer shall conduct a review in order to confirm that such Circulation System Segment is Complete. If, as a result of such review, the City Engineer determines that such Circulation System Segment is Complete, the City Engineer shall sign a copy of the original Payment Request therefor, indicating thereon that such Circulation System Segment is Complete and that the full amount of the Purchase Price of such Segment is eligible for payment, and forward the same to the City.

(d) Acceptable Title to all property on, in or over which each Segment will be located shall be conveyed to the City by way of grant deed, quitclaim, or dedication of such property, or easement thereon, if such easement is approved by the City as being a sufficient interest therein

to permit the City to properly own, operate and maintain such Segment located therein, thereon or thereover, and to permit the Developer to perform its obligations as set forth in this Acquisition Agreement.

Upon the request of the City, the Developer shall furnish to the City a title report for such property not previously dedicated or otherwise conveyed to the City or its designee, for review and approval at least 20 calendar days prior to the transfer of Acceptable Title to a Segment to the City or its designee. The City shall approve the title report unless it reveals a matter that, in the reasonable judgment of the City, could materially affect the City's or its designee's use and enjoyment of any part of the property or easement covered by the title report. In the event the City does not approve the title report, the City shall not be obligated to accept title to such Segment until such objections to title have been cured to the reasonable satisfaction of the City.

(e) Upon (i) the execution by the City Engineer of a Payment Request for a Segment indicating that such Segment is Complete, and (ii) the City's determination that Acceptable Title to the property on, in or over which each Segment is located has been or is being conveyed to the City, such Segment shall be accepted by the City. The Developer shall transfer to the City, by appropriate instrument in accordance with the Conditions of Approval, title to each Segment accepted by the City pursuant hereto; provided, however, that notwithstanding such transfer, as provided in Section 3.6 hereof, the Developer shall be responsible for the maintenance of such Segment until the Acceptance Date of the Component of which such Segment is a part.

Section 2.3. Payment of Purchase Price. (a) Upon receipt of a reviewed and fully signed Payment Request pursuant to Section 2.2(b) hereof indicating that a Segment is Complete and that the Purchase Price of such Segment is eligible for payment, the City shall, within five business days of the approval and confirmation thereof by the City Engineer, by written request, direct the Trustee to pay from the Developer Acquisition Account such Purchase Price. If the Payment Request for a Segment requests that the Purchase Price requested to be paid pursuant thereto be paid to the Person or Persons, in the amounts, set forth in the completed Purchase Price Payment Instructions attached thereto as Attachment B, the City shall direct the Trustee to pay from the Developer Acquisition Account such Purchase Price or portion thereof to such Person or Persons.

(b) Upon receipt of a reviewed and fully signed Payment Request pursuant to Section 2.2(c) hereof indicating that a Circulation System Segment is Substantially Complete and that an amount equal to 85% of the Purchase Price of such Circulation System Segment is eligible for payment, the City shall, within five business days of the approval and confirmation thereof by the City Engineer, by written request, direct the Trustee to pay from the Developer Acquisition Account 85% of the Purchase Price of such Circulation System Segment. If the Payment Request for a Circulation System Segment requests that the 85% of the Purchase Price of such Circulation System Segment requested to be paid pursuant thereto be paid to the Person or Persons, in the amounts, set forth in the completed Purchase Price Payment Instructions attached thereto as Attachment B, the City shall direct the Trustee to pay from the Developer Acquisition Account such 85% of such Purchase Price or portion thereof to such Person or Persons.

ARTICLE III

CONSTRUCTION OF FACILITIES

Section 3.1. Preparation and Approval of Plans and Specifications. The Developer shall cause Plans to be prepared for the Facilities to be acquired pursuant hereto in accordance with the Conditions of Approval. The Developer shall obtain the written approval of the Plans from all appropriate departments of the City or from any other public agency or public utility from which such approval must be obtained. The Developer shall provide copies of all such Plans to the City Engineer. The Plans for a Segment shall be updated from time to time to reflect changed conditions or circumstances with respect thereto, the Developer shall obtain the written approval of such updated Plans from all appropriate departments of the City and the Developer shall provide copies of all such updated Plans to the City Engineer.

Section 3.2. Duty of the Developer to Construct. The Developer shall construct or cause to be constructed the Segments in accordance with the Conditions of Approval and the approved Plans. The Developer shall perform all of its obligations hereunder and shall conduct or cause to be conducted all operations with respect to the construction of the Segments in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified Persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Notwithstanding the foregoing, the Developer shall not be required to construct any Facilities or cause such Facilities to be constructed other than at the time required by, and in accordance with, the Conditions of Approval or to perform any work requiring a contractor's license, nor shall the Developer be deemed to be performing construction services pursuant to this Acquisition Agreement.

Section 3.3. Public Works Requirements. (a) In order to ensure that the Segments that are acquired by the City pursuant to this Acquisition Agreement are constructed as if they had been constructed under the direction and supervision, or under the authority of, the City, so that they may be acquired pursuant to California Government Code Section 53313.5, the Developer shall comply with or cause to be complied with all of the requirements of this Section for each Segment for which the Developer submits a Payment Request.

(b) Notice inviting sealed bids for the construction of each Segment shall be given as required for public works projects in conformance with the California Public Contracts Code.

(c) The contract for the construction of each Segment shall be awarded to the responsible bidder submitting the lowest responsive bid for the construction of such Segment.

(d) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such Persons are engaged to perform work on a Segment, to pay at least General Prevailing Wage Rates to all workers employed in the execution of the contract, to post a copy of the General Prevailing Wage Rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise

comply with applicable provisions of the California Labor Code, the California Government Code and the California Public Contracts Code relating to public works projects of cities.

The Developer shall require, and the specifications and bid and contract documents shall require, for all contracts involving in excess of $30,000 or 20 working days, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such Persons are engaged to perform work on a Segment, to comply with the provisions of Section 1777.5 of the California Labor Code with respect to all apprenticeable occupations upon the project.

(e) In performing its obligations under this Acquisition Agreement, the Developer shall comply with, or cause to be complied with, the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State and the City. In performing its obligations under this Acquisition Agreement, the Developer shall not discriminate in its employment practices against any employee, or applicant for employment, because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition. The Developer shall require that any contract for the construction of any Segment subject the contractor thereunder to the provisions of this subsection.

(f) The Developer shall require that each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, provide proof of insurance coverage satisfying the requirements of Section 3.7 hereof throughout the term of the construction of such Segment; provided, however, that, rather than requiring such contractors, subcontractors, vendors, equipment operators and owner operators to provide such insurance, the Developer may provide the same for the benefit of such contractors, subcontractors, vendors, equipment operators and owner operators.

(g) The Developer shall comply, and shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, to comply, with such other requirements relating to the construction of the Segments as the City may impose by written notification delivered to the Developer, to the extent legally required as a result of changes in applicable federal, State or City laws.

(h) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such Persons are engaged to perform work on a Segment, to submit certified weekly payroll records to the Developer for inspection by the City, and to furnish certified payroll records to the City promptly upon request.

The Developer shall provide proof to the City, at such intervals and in such form as the City may reasonably require, that the foregoing requirements have been satisfied as to all of the Segments for which a Payment Request is submitted pursuant hereto.

Section 3.4. Bonding Requirements. Prior to the commencement of construction of a Segment, the Developer shall secure, or shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on such Segment to secure, appropriate bonds for the construction and completion of construction of such Segment, a faithful performance bond and a bond for the security of laborers and materialmen, each in an amount that is equal to 100% of the contract price for such Segment. If any such bonds for a Segment are provided by such a contractor, subcontractor, vendor, equipment operator or owner operator, the City shall be named as an additional insured on such bonds. Each issuer of any such bond shall be duly authorized to issue such bond in the State. Each such bond shall comply with the provisions of California Government Code Sections 66499.1 and 66499.2.

Section 3.5. Inspection; Completion of Construction. The City shall have primary responsibility for providing inspection of the work of construction of the Segments to ensure that the work of construction is accomplished in accordance with the Plans. The City's personnel shall have access to the site of the work of construction at all reasonable times for the purpose of accomplishing such inspection. Upon the completion of the construction of a Segment to the satisfaction of the City's inspectors, the Developer shall notify the City and the City Engineer in writing that the construction of such Segment has been completed in accordance with the Plans.

No later than ten days after receiving notification pursuant to Section 2.2(b) or Section 2.2(c) hereof that a Segment was constructed in accordance with the Plans therefor, the Developer shall forthwith file with the San Bernardino County Recorder a Notice of Completion, in form acceptable to the City Engineer, pursuant to the provisions of Section 3093 of the California Civil Code, if applicable. The Developer shall furnish to the City a duplicate copy of each such Notice of Completion showing thereon the date of filing with said County Recorder.

Section 3.6. Maintenance of Facilities; Warranties. The Developer shall maintain each Segment in good and safe condition until the Acceptance Date of the Component of which such Segment is a part. Prior to the Acceptance Date of the Component of which such Segment is a part, the Developer shall be responsible for maintaining such Segment in proper operating condition, and shall perform such maintenance on such Segment as the City Engineer reasonably determines to be necessary. As of the Acceptance Date of the Component of which a Segment is a part, the Developer shall assign to the City all of the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third Persons with respect to such Segment. The Developer shall warrant each Segment to be free from construction defects (and shall correct or cause to be corrected any such defects) for a period of one year from the Acceptance Date of the Component of which such Segment is a part, or alternatively, shall provide a bond reasonably acceptable in form and substance to the City and the Developer for such period and such purpose to ensure that such defects that appear within said period will be repaired, replaced or corrected by the Developer, at its own cost and expense, to the reasonable satisfaction of the City. The Developer shall continue to repair, replace or correct any such defects within 30 Days after written notice thereof by the City to the Developer, and shall complete such repairs, replacement or correction as soon as practicable.

Section 3.7. Insurance Requirements. The Developer shall, at all times prior to the final Acceptance Date of all Segments, maintain, deliver to the City and keep in full force and

effect, the following insurance policies or, pursuant to Section 3.3(f) hereof, cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, to so maintain, deliver and keep the same in full force and effect:

(a) a protective liability policy providing for not less than the following amounts:

Bodily Injury	$1,000,000 each person $2,000,000 each occurrence $1,000,000 each accident for products and completed operations
Property Damage	$1,000,000 each accident
Workers' Compensation	Statutory, with a waiver of subrogation in favor of the City

(b) Automobile Liability Insurance to include all owned, non-owned or non-hired vehicles, including loading and unloading thereof:

Automobile Bodily Injury	$1,000,000 each person $2,000,000 each occurrence
Automobile Property Damage	$1,000,000 each accident

Each liability insurance policy shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The following statement shall be included on the insurance certificate:

Additional Insured: The insurer agrees that the City, its City Council, and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants, agents or employees of the City, when acting as such, are additional insureds hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City.

The Developer may effect such coverage under blanket insurance policies; provided, however, that (a) such policies are written on a per occurrence basis, (b) such policies comply in all other respects with the provisions of this Section, and (c) the protection afforded the City under any such policy shall be no less than that which would be available under a separate policy relating only to the Segments. All policies of insurance shall be with companies licensed or approved by the California Commissioner of Insurance and rated A-VII or better in the most recent edition of Best's Insurance Guide and shall be issued and delivered in accordance with State law and regulations.

If the Developer fails to maintain or cause to be maintained any insurance required hereby, the City may, but shall not be obligated to, procure such insurance and recover the amount of the premiums therefor from the Developer or retain such amount from any monies due to the Developer under this Acquisition Agreement. The failure of the City to procure any such insurance shall in no way relieve the Developer of any of its obligations under this Acquisition Agreement.

Section 3.8. Ownership of Facilities. Notwithstanding the fact that some or all of the Facilities may be constructed in dedicated street rights-of-way or on property that has been or will be dedicated to the City, the Facilities shall be and remain the property of the Developer until title thereto is conveyed to and accepted by the City as provided herein and in the Conditions of Approval. Such ownership by the Developer shall likewise not be affected by any agreement that the Developer may have entered into or may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 *et seq.* of the California Government Code, and the provisions of this Section and the Conditions of Approval shall control.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION

Section 4.1. Representations and Warranties of the Developer. The Developer makes the following representations and warranties for the benefit of the City:

(a) *Organization.* The Developer represents and warrants that the Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State, is authorized to conduct business and is in good standing under the laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) *Authority.* The Developer represents and warrants that the Developer has the power and authority to enter into this Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) *Binding Obligation.* The Developer represents and warrants that this Acquisition Agreement is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) *Environmental Matters Relating to Segments.* The Developer represents and warrants that none of the Developer, any Affiliate of the Developer, or any subcontractor, agent or employee of the Developer or an Affiliate thereof, has used, generated, manufactured, procured, stored, released, discharged or disposed of (whether accidentally or intentionally) any Hazardous Material on, under or in any Segment or the Related Property of such Segment, or transported (whether accidentally or intentionally) any Hazardous Material to or from such Segment or such Related Property, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material.

The Developer represents and warrants that, as of the Acceptance Date of each Segment, there will not be present on, under or in such Segment or the Related Property of such Segment, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, or (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof has received notice of, and, to the best of the Developer's knowledge,

there is not, any proceeding or formal inquiry by any governmental authority, body or agency with respect to the presence of Hazardous Materials on, under or in any Segment or the Related Property of such Segment, or any portion thereof, or any structure, fixtures, equipment or other objects thereon, or the migration thereof from or to other property.

Section 4.2. Covenants of the Developer. The Developer makes the following covenants for the benefit of the City:

(a) *Completion of Segments*. The Developer covenants that it will use its reasonable and diligent efforts to do all things that may be lawfully required of it in order to cause the Segments to be completed in accordance with this Acquisition Agreement and the Conditions of Approval.

(b) *Compliance with Laws*. The Developer covenants that, while any of the Facilities are owned by the Developer or required pursuant to this Acquisition Agreement to be maintained by the Developer, it will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to such Facilities in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting such Facilities or the Property on, in or over which such Facilities are located.

(c) *Payment Requests*. The Developer covenants that (i) it will not request payment pursuant to this Acquisition Agreement for the acquisition of any improvements that are not part of a Segment, and (ii) it will diligently follow all procedures set forth in this Acquisition Agreement with respect to Payment Requests.

(d) *Financial Records*. Until the Acceptance Date of the last Segment accepted by the City pursuant hereto, the Developer covenants to maintain proper books of record and account for the Facilities and all costs related thereto. The Developer covenants that such accounting books will be maintained in accordance with generally accepted accounting principles and will be available for inspection by the City within a reasonable time after the City submits a written request to the Developer requesting that such books be made available for inspection.

(e) *Environmental Matters Relating to Segments*. The Developer covenants that none of the Developer, any Affiliate of the Developer or any subcontractor, agent or employee thereof, will use, generate, manufacture, procure, store, release, discharge or dispose of (whether accidentally or intentionally) at any time on or prior to the Acceptance Date of each Segment any Hazardous Material on, under or in such Segment or the Related Property of such Segment, or transport (whether accidentally or intentionally) any Hazardous Material to or from such Segment or such Related Property, in violation of any federal, state or local law, ordinance, regulation, rule or decision regulating Hazardous Material in effect at the time of such use, generation, manufacturing, procurement, storage, release, discharge, disposal or transportation.

(f) *Permits*. The Developer covenants that it will obtain all governmental or other permits required to proceed with the construction of the Facilities, and that it will pay all fees relating thereto that are required to be paid, in accordance with the Conditions of Approval.

Section 4.3. Covenants of the City. The City makes the following covenants for the benefit of the Developer:

(a) *Completion of Segments*. The City covenants that it will use its reasonable and diligent efforts to take all actions that may be lawfully required of it in issuing permits, processing and approving Plans and inspecting the Segments in accordance with this Acquisition Agreement.

(b) *Payment Requests*. The City covenants that it will diligently follow all procedures set forth in this Acquisition Agreement with respect to Payment Requests.

(c) *Accounting*. The City covenants to provide the Developer, within 30 days following the Developer's written request, an accounting of the Developer Acquisition Account, showing the current balance therein and all deposits thereto and disbursements therefrom since the last such accounting. The Developer shall not make more than two such written requests in any calendar year.

Section 4.4. Indemnification. The Developer agrees to protect, indemnify, defend and hold the City and the Community Facilities District, and its respective officers, employees and agents (the "Indemnified Parties"), and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees and court costs that any Indemnified Party may suffer or that may be sought against or recovered or obtained from any Indemnified Party as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, installation or financing of the Facilities, (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Acquisition Agreement or in any certifications delivered by the Developer pursuant hereto or in connection with the issuance of any Bonds, (c) the release, threatened release, storage, treatment, transportation or disposal (as such terms are defined in applicable law) of any Hazardous Materials on, under, in, from or to any portion of the Property while such portion of the Property is owned by the Developer or an Affiliate thereof, and (d) any act or omission of the Developer, any Affiliate of the Developer or any of their subcontractors, or their respective officers, employees or agents, in connection with the Facilities, including noncompliance with any covenants made by the Developer in this Acquisition Agreement. If the Developer fails to do so, the Indemnified Party shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to and recover the same from the Developer.

Upon receipt by an Indemnified Party of notice of any claim, loss, expense, suit, action, decree, judgment or award for which the Developer is obligated to protect, indemnify, defend and hold such Indemnified Party harmless pursuant to this Section, such Indemnified Party shall promptly notify the Developer in writing of such claim, loss, expense, suit, action, decree, judgment or award. Neither the Developer nor an Indemnified Party shall, without the other's

written consent, settle, compromise or consent to the entry of judgment with respect to any claim, suit or action for which the Developer is obligated to protect, indemnify, defend and hold such Indemnified Party harmless pursuant to this Section.

No indemnification is required to be paid by the Developer for any claim, loss or expense (a) arising from the willful misconduct or negligence of an Indemnified Party, or (b) arising from the use or operation of a Segment after the Acceptance Date of the Component of which such Segment is a part, unless such claim, loss or expense results from the defective or improper design, construction or installation of such Segment.

The provisions of this Section shall survive the termination of this Acquisition Agreement.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES; FORCE MAJEURE

Section 5.1. Developer Events of Default. The following shall be Developer Events of Default:

(a) the Developer shall voluntarily file for reorganization or other relief under any Federal or state bankruptcy or insolvency law;

(b) the Developer shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of the Developer, or shall suffer an attachment or levy of execution to be made against its property unless, in any of such cases, such action, possession, attachment or levy shall have been terminated or released within 60 days after the commencement thereof;

(c) except to the extent that the Developer's obligation to construct or cause to be constructed the Facilities is excused pursuant to Section 5.5 hereof, the Developer shall abandon construction of the Facilities that, as of the time of such abandonment, the Developer is required to construct or cause to be constructed in accordance with the Conditions of Approval (failure for a period of three consecutive months or failure for two periods of two consecutive months to undertake substantial work related to the construction of the Facilities shall constitute a non-exclusive example of such abandonment);

(d) the Developer shall breach any covenant or default in the performance of any obligation under this Acquisition Agreement and such breach or default shall have continued for a period of 60 days after written notice thereof, specifying such breach or default and requiring the same to be remedied, shall have been given to the Developer by the City; provided, however, that, if in the reasonable opinion of the City such breach or default can be corrected, but not within such 60 day period, such breach or default shall not constitute a Developer Event of Default if corrective action is instituted by the Developer within such 60 day period and the Developer thereafter diligently and in good faith cures such breach or default in a period of time reasonably determined by the City to be appropriate under the circumstances;

(e) any representation or warranty of the Developer set forth herein or in any certifications delivered by the Developer hereunder shall prove to have been false or misleading in any material respect when made or deemed made;

(f) the Developer shall transfer any of its rights or obligations under this Acquisition Agreement, without the prior written consent of the City, as provided in Section 6.3 hereof;

(g) the Developer shall have made any material misrepresentation or material omission in any written materials furnished in connection with any preliminary official

statement, official statement or bond purchase contract that has not been corrected and is used in connection with the sale of any Bonds;

(h) the Developer, any Affiliate thereof or any permitted assign or successor-in-interest under this Acquisition Agreement shall at any time bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the Community Facilities District, the levy of the Special Tax in accordance with the Rate and Method or the validity of the Bonds or the proceedings leading up to their issuance; provided, however, that the Developer, any Affiliate thereof or any permitted assign or successor-in-interest under this Acquisition Agreement that owns any of the Property may bring an action or suit contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method;

(i) the Developer shall materially fail to complete the Facilities as contemplated by this Acquisition Agreement and the Conditions of Approval and such failure shall have continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Developer by the City; provided, however, that, if in the reasonable opinion of the City such failure can be corrected, but not within such 60 day period, such failure shall not constitute a Developer Event of Default if corrective action is instituted by the Developer within such 60 day period and the Developer thereafter diligently and in good faith cures such breach or default in a period of time reasonably determined by the City to be appropriate under the circumstances; or

(j) the Developer, any Affiliate thereof or any permitted assign or successor-in-interest under this Acquisition Agreement that owns any of the Property on which the Special Tax has been levied shall fail to pay such Special Tax as and when due and such failure shall have continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Developer by the City.

Section 5.2. Remedies for Developer Events of Default. (a) If a Developer Event of Default described in subsection (a), (b) or (h) of Section 5.1 hereof occurs, this Acquisition Agreement shall automatically terminate.

(b) If a Developer Event of Default described in subsection (c), (d), (e), (f), (g), (i) or (j) of Section 5.1 hereof occurs and is continuing, the City may terminate this Acquisition Agreement by delivering a written notice of such termination to the Developer.

(c) If a Developer Event of Default occurs and is continuing, the City may pursue any other remedy at law or equity available with respect thereto.

(d) If this Acquisition Agreement is terminated pursuant to this Section, the City may, but shall not be obligated to, complete the acquisition, construction and installation of any Segment not theretofore acquired from the Developer pursuant hereto, and the City may use all or any portion of the monies in the Developer Acquisition Account to pay for such acquisition,

construction and installation. In the event of such termination, the Developer shall have no claim or right to any further payment of the Purchase Price of any Segment.

Section 5.3. City Events of Default. The following shall be City Events of Default:

(a) the City shall voluntarily file for reorganization or other relief under any Federal or state bankruptcy or insolvency law;

(b) the City shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of the City, or shall suffer an attachment or levy of execution to be made against its property, in any of such cases, such action, possession, attachment or levy shall have been terminated or released within 60 days after the commencement thereof;

(c) the City shall breach any covenant or default in the performance of any obligation under this Acquisition Agreement and such breach or default shall have continued for a period of 60 days after written notice thereof, specifying such breach or default and requiring the same to be remedied, shall have been given to the City by the Developer; provided, however, that, if in the reasonable opinion of the Developer such breach or default can be corrected, but not within such 60 day period, such breach or default shall not constitute a City Event of Default if corrective action is instituted by the City within such 60 day period and the City thereafter diligently and in good faith cures such breach or default in a period of time reasonably determined by the Developer to be appropriate under the circumstances;

(d) any representation or warranty of the City set forth herein shall prove to have been false or misleading in any material respect when made; and

(e) the City shall transfer any of its respective rights or obligations under this Acquisition Agreement, without the prior written consent of the Developer, as provided in Section 6.3 hereof.

Section 5.4. Remedies for City Events of Default. (a) If a City Event of Default occurs and is continuing, the Developer may terminate this Acquisition Agreement by delivering a written notice of such termination to the City.

(b) If a City Event of Default occurs and is continuing, the Developer may pursue any other remedy at law or equity available with respect thereto; provided, however, that the City shall not be liable in damages to the Developer. In light of the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute that arises out of, this Acquisition Agreement.

(c) The Developer understands and acknowledges that the City would not have entered into this Acquisition Agreement if it were to be liable in damages under or with respect to this Acquisition Agreement. Any and all obligations of the City hereunder shall be payable only from amounts on deposit in the Developer Acquisition Account. The City shall have no

pecuniary liability under this Acquisition Agreement for any act or omission of the City, except as set forth in this Section.

Section 5.5. Force Majeure. (a) Except as may be specifically provided in this Acquisition Agreement, the performance by the City or the Developer of its respective obligations hereunder shall be excused during, and the period of time for performance of its respective obligations hereunder shall be extended for a period of time equal to, any period of delay caused by reason of (i) acts of God or civil commotion, (ii) riots, strikes, picketing or other labor disputes, (iii) shortages of materials or supplies, (iv) damage to work in progress by reason of fire, floods, earthquakes or other casualty, (v) enactment of laws that prevent or preclude compliance by the City or the Developer with a material provision of this Acquisition Agreement, (vi) administrative proceedings challenging the Community Facilities District, any Bonds, this Acquisition Agreement or a Payment Request brought by Persons other than the City or the Developer, or any Affiliate thereof, (vii) litigation, including the pendency thereof, brought by Persons other than the City or the Developer, or any Affiliate thereof, including litigation challenging the Community Facilities District, the development of the Property, any Bonds, this Acquisition Agreement or a Payment Request, (viii) pendency of initiatives or referenda affecting the Community Facilities District, the development of the Property, the Bonds, this Acquisition Agreement or a Payment Request, or (ix) any other cause beyond the reasonable control of the City or the Developer, respectively; provided, however that, as to any party (A) the financial inability of such party itself to perform under this Acquisition Agreement, and (B) the negligence or willful misconduct of such party shall not constitute a permitted delay for purposes of this Section and, provided, further, that any action, omission, or failure to approve a Payment Request, or the imposition of additional requirements or restrictions in connection therewith by the City, caused by the Developer's actual failure to comply with applicable laws or regulations or the provisions of this Acquisition Agreement (other than an actual failure to comply that results from the enactment of laws that prevent or preclude compliance by a party with a material provision of this Acquisition Agreement, administrative proceedings challenging the Community Facilities District, any Bonds, this Acquisition Agreement, a Payment Request, litigation brought by Persons other than a party hereto, or an Affiliate of a party hereto, including litigation challenging the Community Facilities District, the development of the Property, any Bonds, this Acquisition Agreement, a Payment Request, or initiative or referenda affecting the Community Facilities District, the development of the Property, any Bonds, this Acquisition Agreement, a Payment Request), shall not constitute a permitted delay for the Developer for purposes of this Section.

(b) If the City or the Developer shall claim that performance of its respective obligations hereunder is excused by a permitted delay pursuant to this Section, such party shall give the other party hereto written notice of the commencement of such permitted delay within 30 days after first gaining knowledge of such permitted delay.

(c) If the City or the Developer shall claim that performance of its respective obligations hereunder is excused by a permitted delay pursuant to this Section, such party's performance shall only be excused during, and the period of time for performance of its obligations hereunder shall only be extended for a period of time equal to, the period of time for which the cause of such permitted delay is in effect and is actually causing a delay in performance by such party of its obligations hereunder.

(d) The City and the Developer shall act diligently and in good faith to avoid foreseeable delays in performance and to remove the cause of any permitted delay under this Section or develop a reasonable alternative means of performance of its respective obligations hereunder.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Developer as Independent Contractor. Each of the City and the Developer hereby acknowledges and agrees that the Developer, in performing its obligations under this Acquisition Agreement, is acting as an independent contractor and not as an agent of the City. The City shall not have any responsibility for payment to any contractor, subcontractor or supplier of the Developer.

Section 6.2. Other Agreements. Nothing contained herein shall be construed as affecting the City's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Acquisition Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the Segments.

Section 6.3. Binding on Successors and Assigns. Neither this Acquisition Agreement nor the duties and obligations of the Developer hereunder may be assigned to any Person without the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Neither this Acquisition Agreement nor the duties and obligations of the City hereunder may be assigned to any Person, without the written consent of the Developer, which consent shall not be unreasonably withheld, conditioned or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.

Section 6.4. Amendments. This Acquisition Agreement may be amended, supplemented or otherwise modified only by an instrument in writing executed and delivered by the City and the Developer.

Section 6.5. Waivers. No waiver of, or consent with respect to, any provision of this Acquisition Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 6.6. Third-Party Beneficiaries. The Community Facilities District shall be a third-party beneficiary hereof. No other Person shall be deemed to be a third-party beneficiary hereof, and nothing in this Acquisition Agreement, either express or implied, is intended to confer upon any Person, other than the City, the Developer and the Community Facilities District and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Acquisition Agreement.

Section 6.7. Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

City:	City of Ontario 303 East "B" Street Ontario, California 91764 Attention: Executive Director of Finance
Developer:	STG Communities II, LLC c/o Stratham Homes 2201 Dupont Drive, Suite 300 Irvine, California 92612 Attention: Jeff Evans

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (c) if given by electronic mail, on the date sent, but only if confirmation of the receipt of such electronic mail is received or if notice is concurrently sent by another means specified herein, and (d) if given by any other means, upon delivery at the address specified in this Section.

Section 6.8. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Acquisition Agreement, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and postjudgment fees and costs) as determined by the court as part of the judgment.

Section 6.9. Severability. If any term or provision of this Acquisition Agreement, or the application of the term or provision to any Person or circumstance is, to any extent, held to be invalid or unenforceable in any jurisdiction, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Acquisition Agreement, or the application of the term or provision to Persons or circumstances other than those as to which the term or provision is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, and each remaining term or provision of this Assignment Agreement shall be valid and will be enforced to the fullest extent permitted by law.

Section 6.10. Governing Law. This Acquisition Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State.

Section 6.11. Jurisdiction and Venue. Each of the City and the Developer (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Acquisition

Agreement shall be brought in a state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which said county is located, (b) consents to the jurisdiction of each such court in any such suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue of any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 6.12. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Acquisition Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Acquisition Agreement using an electronic signature, it is signing, adopting and accepting this Acquisition Agreement and that signing this Acquisition Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Acquisition Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Acquisition Agreement in a usable format.

Section 6.13. Counterparts. This Acquisition Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 6.14. Effective Date. This Acquisition Agreement has been dated for convenience purposes only. Notwithstanding the stated date of this Acquisition Agreement, this Acquisition Agreement shall be effective on the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Acquisition Agreement as of the day and year first hereinabove written.

CITY OF ONTARIO

By: _____
Scott Ochoa, City Manager

STG COMMUNITIES II, LLC,
a California limited liability company

By: _____
Jeff Evans, Authorized Representative

EXHIBIT A

FACILITIES

The Facilities consist of the following Components and Segments; provided, however, that each such Segment described below shall constitute a Segment for purposes of this Acquisition Agreement only if such Segment was constructed by or on behalf of the Developer singly and not jointly or in conjunction with another Member or NMC Builders:

Water and Recycled Water System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
W-1	WT-011	Francis Zone Water Transmission Mains	756 Linear Feet of 12-inch Water line in Haven Avenue along frontage of Tract 18027 Design Cost of Segment of $13,771 to be paid to NMC Builders
W-2	WT-011	Francis Zone Water Transmission Mains	856 Linear Feet of 12-inch Water line in Chino Avenue along frontage of Tract 18026 Design Cost of Segment of $15,520 to be paid to NMC Builders
W-3	WT-016	Recycled Water System	1,278 Linear Feet of 8-inch Recycled water line in Chino Avenue adjacent to Tract boundary of Tract 18026 Design Cost of Segment of $16,167 to be paid to NMC Builders
W-4	WT-016	Recycled Water System	756 Linear Feet of 16-inch Recycled Water line in Haven Avenue (Frontage Only of Tract 18207) to be constructed if not constructed by Others Design Cost of Segment of $19,127 to be paid to NMC Builders
WT-5	WT-016	Recycled Water System	852 Linear Feet of 12-inch Recycled Water line in Haven Avenue (Frontage Only of Tract 18206) to be constructed if not constructed by Others Design Cost of Segment of $21,556 to be paid to NMC Builders

Sewer System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
SW-1	SW-005	Haven Avenue Trunk Sewer	217 Linear Feet of 21-inch Sewer line along Haven Avenue adjacent to Tract 18027 Design Cost of Segment of $6,369 to be paid to NMC Builders

Streets and Traffic Circulation System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
ST-1	ST-014	Haven Avenue from Riverside Drive to Bellegrave Avenue	Haven Avenue Improvements - Half width Improvements and median and one northbound lane adjacent to Tract 18026 – 680 Linear Feet of Street Improvements Design Cost of Segment of $18,588 to be paid to NMC Builders
ST-2	ST-005	Chino Avenue from Euclid Avenue to Milliken (Hamner) Avenue	Chino Avenue Improvements - Half width Improvements from Haven Avenue to Western boundary of SCE easement adjacent to Tract 18026 – 1,580 Linear Feet of Street Improvements Design Cost of Segment of $26,744 to be paid to NMC Builders
ST-3	ST-014	Haven Avenue from Riverside Drive to Bellegrave Avenue	Haven Avenue Improvements - Half width including median and one northbound lane from Schaefer Avenue to entrance to Tract 18027 at northern boundary of Tract 18027 – 960 Linear Feet of Street Improvements Design Cost of Segment of $21,867 to be paid to NMC Builders
ST-4	Last Lane Improvements	Construction of Last lane improvements	Construction of Last lane improvements on Haven Avenue adjacent to Tract 18026
ST-5	Neighborhood Edge and Parkway	Neighborhood Edge Improvements	Neighborhood edge landscaping and public improvements in the public ROW on Haven Avenue adjacent to Tract 18026

Streets and Traffic Circulation System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
ST-6	Last Lane Improvements	Construction of Last lane improvements	Construction of Last Lane improvements on Chino Avenue from Haven Avenue adjacent to Tract 18026 and SCE Easement Frontage
ST-7	Neighborhood Edge and Parkway	Construction of Last lane improvements	Neighborhood edge landscaping and public improvements in the public ROW on Chino Avenue from Haven Avenue adjacent to Tract 18026 and SCE Easement Frontage
ST-8	Last Lane Improvements	Construction of Last lane improvements	Construction of Last lane improvements on Haven Avenue adjacent to Tract 18027- From Schaefer Avenue to entrance to Tract 18027 at northern boundary of Tract 18027
ST-9	Neighborhood Edge and Parkway	Neighborhood Edge Improvements	Neighborhood edge landscaping and public improvements in the public ROW on Haven Avenue adjacent to Tract 18027
ST-10	Last Lane Improvements and Neighborhood edge Improvements	Contribution to Construction of last lane and Neighborhood edge Improvements	Contribution to Last lane improvements and Neighborhood Edge Improvements constructed by others on Schaefer Avenue adjacent to Tract 18027

Storm Drain System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
SD-1	SD-027	Haven Avenue Storm Drain from Riverside Drive to Countyline Channel	58 Linear Feet of 72 inch Storm Drain in Haven Avenue ("S" curve) adjacent to Tract 18027
SD-2	SD-025	Turner, South of Riverside to County line Channel - Trnr-X-1	1,419 Linear Feet of 54 inch RCP Storm Drain in Oakville from Schaefer to the Northern boundary of Tract 18027. (DIF - Turner Storm Drain in Schaefer Avenue from Turner Avenue east and north to Riverside Drive.)

Fiber Optic System Facilities			
No.	**DIF Program Project No.**	**Component**	**Segment**
FO-1	FO-004	Distribution Network - Major Streets Conduit System	Installation of Fiber Conduit in Haven Avenue adjacent to Tract 18026
FO-2	FO-004	Distribution Network - Major Streets Conduit System	Installation of Fiber Conduit in Chino Avenue from Haven Avenue to western boundary of SCE Easement adjacent to Tract 18026
FO-3	FO-004	Distribution Network - Major Streets Conduit System	Installation of Fiber Conduit in Haven Avenue Adjacent to Tract 18027

EXHIBIT B

FORM OF PAYMENT REQUEST

City of Ontario
Community Facilities District No. 42
(West Haven)

The City of Ontario (the "City") and STG Communities II, LLC, a California limited liability company (the "Developer"), are parties to the Amended and Restated Acquisition and Funding Agreement, dated as of June 1, 2025 (the "Acquisition Agreement"). Capitalized undefined terms use herein shall have the meanings ascribed thereto in the Acquisition Agreement. Pursuant to the Acquisition Agreement, the Developer hereby requests confirmation that the Segment described in Attachment A attached hereto (the "Segment") is [Complete] [Substantially Complete] and hereby further requests approval of the Purchase Price of the Segment. In connection with this Payment Request, the Developer hereby represents and warrants to the City as follows:

(a) The person executing this Payment Request on behalf of the Developer is a Developer Representative, qualified to execute this Payment Request on behalf of the Developer and knowledgeable as to the matters set forth herein.

(b) The Developer has submitted or submits herewith to the City Engineer as-built drawings or similar plans and specifications for the Segments for which payment is requested, and such drawings or plans and specifications, as applicable, are true, correct and complete; provided, however, that if such Segment is a Circulation System Segment, and certification is being requested that such Segment is Substantially Complete but not Complete, such drawings or plans and specifications need not be submitted to the City Engineer until certification is being requested that such Segment is Complete.

(c) Each of the Segments described in Attachment A has been constructed in accordance with the Plans therefor, and in accordance with all applicable City standards and the requirements of the Acquisition Agreement, and the as-built drawings or similar Plans and specifications referenced in paragraph (b) above.

(d) The true and correct Actual Cost of each Segment is set forth in Attachment A.

(e) The Developer has submitted or submits herewith to the City Engineer invoices, receipts, worksheets and other evidence of costs that are in sufficient detail to allow the City Engineer to verify the Actual Cost of each Segment for which payment is requested.

(f) There are no liens, rights to lien or attachment upon, or claims affecting the right to receive the payment requested herein that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or

mechanics' liens accruing by operation of law. Copies of lien releases for all work for which payment is requested hereunder are attached hereto.

(g) No Developer Event of Default has occurred and is continuing.

(h) The representations and warranties of the Developer set forth in Section 4.1 of the Acquisition Agreement are true and correct on and as of the date hereof with the same force and effect as if made on and as of the date hereof (except that no certification is made with respect to the representations and warranties contained in subsection (d) of said Section 4.1).

(i) As of the date hereof, there is not present on, under or in the Segment or the Related Property of the Segment, or any portion thereof, any Hazardous Materials, except for (i) any types or amounts that do not require remediation or mitigation under federal, state or local laws, ordinances, regulations, rules or decisions, (ii) those that have been remediated or mitigated in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, (iii) those with respect to which ongoing remediation or mitigation is being performed in full compliance with applicable federal, state or local laws, ordinances, regulations, rules or decisions, or (iv) any types or amounts that do not present a human health risk or hazard to the public.

(j) Each of the Segments described in Attachment A was constructed by or on behalf of the Developer singly and not jointly or in conjunction with another Member or NMC Builders.

The Developer hereby declares under penalty of perjury that the above representations and warranties are true and correct.

The Developer hereby requests that the Purchase Price be paid to the Person or Persons, in the amounts, set forth in Attachment B hereto.

Date: _____

STG COMMUNITIES II, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

CONFIRMATION AND APPROVAL BY THE CITY ENGINEER

[The City Engineer has (a) confirmed that the Segment described in Attachment A is Complete and was constructed in accordance with the Plans therefor, and (b) reviewed, verified and approved the Actual Cost of such Segment described in Attachment A. Such Segment is Complete and the Purchase Price therefor described in Attachment A is eligible for payment to the Developer pursuant to the Acquisition Agreement.]

[The City Engineer has (a) confirmed that the Segment described in Attachment A, which is a Circulation System Segment, is Substantially Complete and was constructed in accordance with the Plans therefor, and (b) reviewed, verified and approved the Actual Cost of such Segment described in Attachment A. Such Segment is Substantially Complete and $_____, an amount equal to 85% of the Purchase Price therefor described in Attachment A, is eligible for payment to the Developer pursuant to the Acquisition Agreement.]

[The City Engineer previously confirmed that the Segment described in Attachment A was Substantially Complete, and previously indicated that $_____, an amount equal to 85% of the Purchase Price therefor described in Attachment A, was eligible for payment to the Developer pursuant to the Acquisition Agreement. The City Engineer has (a) now confirmed that such Segment is Complete and was constructed in accordance with the Plans therefor, and (b) reviewed, verified and approved the Actual Cost of such Segment described in Attachment A. Such Segment is Complete and $_____, an amount equal to the remaining 15% of the Purchase Price therefor described in Attachment A is eligible for payment to the Developer pursuant to the Acquisition Agreement.]

Date: _____

CITY ENGINEER OF THE CITY OF ONTARIO

By: _____

ATTACHMENT A

Segment	Purchase Price

ATTACHMENT B

PURCHASE PRICE PAYMENT INSTRUCTIONS

The Developer hereby requests that the Purchase Price be paid to the Person or Persons, in the amounts, set forth below:

Payee No. 1: Pay $_____/__% of the Purchase Price to _____ by wire transfer in accordance with the following instructions:

[Insert wire transfer instructions]

Date: _____

STG COMMUNITIES II, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

_____

[Note: If Exhibit A to the Acquisition Agreement indicates that the Segment being acquired includes design costs that have been paid by NMC Builders, the Payment Instructions must include an instruction to pay NMC Builders the portion of the Purchase Price allocable to such design costs.]

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Lance Verdugo Department: Prepared By: Lance Verdugo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: **A GOODS AND SERVICES AGREEMENT WITH SLIM'S KEY SHOP FOR KEY AND LOCK SERVICES AT VARIOUS CITY FACILITIES**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a sole source Goods and Services Agreement with Slim's Key Shop, of Rancho Cucamonga, California, for key and lock services at various City facilities for a total not-to-exceed contract amount of $375,000 for up to five (5) years.

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

FISCAL IMPACT: The recommended Goods and Services Agreement with Slim's Key Shop is for a total not-to-exceed amount of $225,000 over a three-year term. Two (2) one-year extensions may be exercised at the City's sole discretion. The cost of option years one and two is $75,000 annually for a total not-to-exceed amount of $375,000 over the five-year term. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed in the Facilities Maintenance Fund for key and lock services at various City facilities.

BACKGROUND & ANALYSIS: The Municipal Services Department is responsible for the operation and routine maintenance of more than 80 facilities and structures throughout the City of Ontario. The Municipal Services Department relies on vendors to supply parts and perform maintenance to keep our facilities safe for our community and Staff. Slim's Key services have always met or exceeded Municipal Services expectations for key and locksmith services.

Staff recommends awarding a sole source Goods and Services Agreement to Slim's Key Shop based on several key factors. The City's existing key, lock, and cam systems are registered with Slim's Key Shop. Transitioning to a new vendor would require a complete overhaul of the current keying system resulting in security concerns, operational disruptions, and substantial costs associated with rekeying all facilities as well as re-issuing new keys to staff.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into 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 **Jacob J. Horn DBA, Slim's Key Shop**, a **Sole Proprietor** ("Contractor"), with its principal place of business at **34022 Silver Lantern St. #B, Dana Point, CA 92629** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California and that is familiar with and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply **as needed urgency Key/Locksmith services** ("Services") which 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.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **July 1, 2025,** to **June 30, 2028**, unless earlier terminated as provided herein. Vendor shall provide all Goods and 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 work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and 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 and Twenty-Five Thousand dollars with zero cents** (**$225,000**) without written approval of City's Municipal Services 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.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods 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 45 days of receiving such statement, review the statement and pay all non-disputed and approved charges thereon.

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

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor 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 Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

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

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.2 Neither City nor Vendor 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 Vendor 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 Agreement.

4.2.3 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 Vendor 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.

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

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

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

4.6 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor 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 a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, 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 the City, shall be promptly removed by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor

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.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Vendor shall defend, indemnify and hold City, its officials, directors, 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.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor 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.

4.10.5 Equal Opportunity Employment. Vendor 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. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.10.6 Air Quality. Vendor 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 California Air Resources Board (CARB). Vendor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Vendor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

4.10.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Vendor or City to penalties, fines, or additional regulatory requirements. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Vendor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates **Lance Verdugo - Municipal Services Manager**, 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 the City for all purposes under this Agreement. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates **Jacob J. Horn - Owner**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor 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, Vendor 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.

6.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required

by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, 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 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $ 1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

6.2.3 Manufacturer of Goods. If Vendor is also the manufacturer of any equipment included in the Goods, Vendor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

6.2.4 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Vendor 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. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.5 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary

insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, any 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 pursuant to this Section 6.3.1.

6.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) 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 Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, any 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 pursuant to this Section 6.3.2.

6.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

6.3.4 All Coverages. 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.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. 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. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

6.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

6.8 Verification of Coverage. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement 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 provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor 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 Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods 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, Vendor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor'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, Vendor 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. Vendor 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. Vendor 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. Vendor'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.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. 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, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 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 Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. 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.

8.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of Services, including any delay, shall be Vendor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Vendor caused delay and shall not be compensable by the City. Vendor 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 Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor 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 life saving 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.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor 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. Vendor 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.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor 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.

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

11.3 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, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 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:

Vendor:

Jacob J. Horn DBA Slims Key Shop
34022 Silver Lantern St. #B
Dana Point, CA 92629-6628
Owner: Jacob J. Horn

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Lance Verdugo - Public Works

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.

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. 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 extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

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

12.7 Assignment or Transfer. Vendor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written

consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

12.8 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 Vendor include all personnel, employees, agents, and subcontractors of Vendor, 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.

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

12.10 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.

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12.12 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.

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor 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 Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor 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.

12.14 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.

12.15 Authority to Enter Agreement. Vendor 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.

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

12.17 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 modified by a writing signed by both parties.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND JACOB J. HORN DBA, SLIM'S KEY SHOP

IN WITNESS WHEREOF, the Parties have entered into this Agreement 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:

_____
Assistant City Clerk

JACOB J, HORN DBA, SLIM'S KEY SHOP

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT “A”

SCOPE OF SERVICES

SLIM' S KEY SHOP WILL PROVIDE AS NEEDED URGENCY KEY/LOCKSMITH SERVICES FOR THE CITY OF ONTARIO. THESE SERVICES CONSIST OF FURNISHING MATERIALS, EQUIPMENT, TOOLS, LABOR AND INCIDENTALS.

EXHIBIT "B"

CONTRACT TERM

JULY 1, 2025 – JUNE 30, 2028

EXHIBIT "C"

COMPENSATION NOT TO EXCEED $225,000

Slim's Key Shop
PO Box 334, Dana Point, CA 92629
Email: jacob@slimskeyshop.com
Jacob Horn 909.297.9669

Fee Schedule

A	Regular service hours; one technician 8am-5pm	$100/hr
B	Overtime hours; one technician after 5pm-8am	$300/hr
C	Emergency; holidays and Sunday	$300/hr
D	Trip charge to include one hour of labor	$150
E	Material cost plus % markup	35%
F	Rekey cylinder (standard type)	$30.00
G	Duplicate key-specify key type	$10.00 +

Terms: Net 30 from invoice date

Invoices will be sent electronically to your designated accounts payable email once service is performed.

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Lance Verdugo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH APPLIANCE SOLUTIONS, DBA MR. APPLIANCE FOR MAINTENANCE AND REPAIR SERVICES OF APPLIANCES AT VARIOUS CITY LOCATIONS**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 2 to the Maintenance Services Agreement with Appliance Solutions, LLC, dba Mr. Appliance, of Rancho Cucamonga, California, for maintenance and repair services of appliances at various City locations in the amount of $85,000 for a total not-to-exceed contract amount of $200,000 and authorize the option to extend the Agreement for an additional one-year term.

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

FISCAL IMPACT: The recommended Amendment No. 2 with Appliance Solutions, LLC, dba Mr. Appliance increases the contract amount by $85,000 for a total not-to-exceed contract amount of $200,000 and extends the agreement for an additional one-year term. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed in the Facilities Maintenance Fund for maintenance and repair services of appliances at various City locations.

BACKGROUND & ANALYSIS: On July 30, 2024, Amendment No. 1 to the Maintenance Services Agreement with Appliance Solutions, LLC, dba Mr. Appliance, for maintenance and repair services of appliances at various City locations was executed to extend the term to June 30, 2025, and increase the compensation by $55,000 for a total not-to-exceed contract amount of $115,000.

The City operates various facilities that utilize many types of appliances that are necessary for the City's operational needs. The Facilities Maintenance Department relies on its vendors to support Staff in maintaining and making necessary repairs. Within our various City facilities including fire stations, administration buildings, and community centers, the City of Ontario relies heavily on a variety of appliances for daily operations including refrigerators, ice makers, dishwashers, stoves, etc. Over time, frequent use leads to wear, malfunctions, and breakdowns which can disrupt essential services that affect Staff and the public.

Staff recommends approving Amendment No. 2 to ensure continual operation, minimize downtime, and reduce the need for full equipment replacement by expanding the lifespan of our existing equipment.

Addressing the added services by amendment rather than a new solicitation is more economical for the City because Appliance Solutions, LLC, dba Mr. Appliance, by virtue of the services provided under its existing agreement, can perform the added services at lower cost than a competitor that is not already mobilized in performing this work for the City.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND APPLIANCE SOLUTIONS, LLC DBA MR. APPLIANCE

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 **Appliance Solutions, LLC, (DBA Mr. Appliance of Rancho Cucamonga)** a Corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties".

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "Maintenance Service Agreement" dated November 8, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to exercise the second option year by increasing the compensation by **Eighty-Five Thousand Dollars and zero cents ($85,000)** for appliance repairs, and mutually, extend this agreement to June 30, 2026. The new total not-to-exceed contract amount of **Two Hundred Thousand Dollars and zero cents ($200,000)**.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.11 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2 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, 2025,** to **June 30, 2026**, 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. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services."

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

"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 "A". The total compensation shall not exceed **Two Hundred Thousand Dollars and zero cents ($200,000)** without written approval of City's Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

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. 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.

3.4 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. 2.

3.5 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.

3.6 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. 2 TO MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND APPLIANCE SOLUTIONS, LLC DBA MR. APPLIANCE

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

APPLIANCE SOLUTIONS, LLC DBA MR. APPLIANCE

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT A

RATE SHEET

FISCAL YEAR 2025-2026

NO.	LABOR RATES		PER HOUR
1	Hourly Rate (Mon-Fri) and Warranty		$200 travel/diagnostic, $175 per hour. If repair is a customer instruction or minimal time required, only $200 will be billed. Example of labor for 2 hours of repair time: $200 travel/diagnostic plus $350 = $550 labor plus parts (if required). Labor warranty is 60 days due to "commercially" used appliances. Warranty for parts installed is determined by the warranty provided by the manufacture and/or vendor the part was purchased from.
2	Time and Half Rate (Mon-Fri)		$260
3	After Hours (Weekend)		$260
4	Ice Machine Service		$900 - $1000 per machine
5	**All proposals must be approved prior to completing repairs or replacements.		

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Lance Verdugo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: APPROVE THE PURCHASE OF JANITORIAL SUPPLIES WITH BRADY PLUS

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to approve the purchase of janitorial supplies from Brady Plus, of Ontario, California, in an amount not-to-exceed $340,000 consistent with the terms and conditions of the OMNIA Cooperative Contract No. 152610.

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

FISCAL IMPACT: The purchase of janitorial supplies with Brady Plus is not-to-exceed the amount of $340,000 over the remaining two-year term. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed in the Facilities Maintenance Fund for the purchase of janitorial supplies.

The approval of a cooperative supplier to provide janitorial supplies does not commit the City to any specific levels of future expenditures with this supplier.

BACKGROUND & ANALYSIS: The Municipal Services Department cleans, maintains, and sanitizes 10 City buildings including City Hall, City Hall Annex, Ontario Museum of History and Art, Revenue/Public Works Administration, Ontario Municipal Utilities Company, and all Police Department buildings, in addition to any other City facilities upon special request. The City relies on its vendors to provide janitorial supplies on a regular basis to keep an adequate supply available in our warehouse for City Staff to use as needed.

Municipal Code Section 2-6.29 allows for the purchase of supplies and equipment through co-operative purchasing programs, pursuant to California Government Code Section 6502 and City of Ontario Resolution No. 91-141. Cooperative purchasing allows the City to pool its procurement power with other public agencies to obtain lower pricing than otherwise might be possible.

Region 14 Education Service Center (ESC)

Contract 152610

for

Comprehensive Operational and Janitorial Supplies and Solutions

with

Waxie's Enterprises, and its affiliates, BradyPLUS companies

Effective: June 1, 2024

The following documents comprise the executed contract between the Region 14 Educational Service Center (ESC) and Waxie's Enterprises, and its affiliates, BradyPLUS companies, effective June 1, 2024:

I. Signed Offer and Acceptance
II. Supplier’s Response to the RFP, incorporated by reference

DocuSign Envelope ID: B57BDFA3-B89F-4237-9F15-FCB3060F9654

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

May 21, 2024

Steve Thomas
Senior VP National Accounts
WAXIE's Enterprise, LLC and its affiliates, BradyPLUS
9353 Waxie Way
San Diego, CA 92123
Sent via email to: steve.thomas@envoysolutions.com

Re: Award of Contract #152610 Comprehensive Operational and Janitorial Supplies and Solutions

Dear Mr. Thomas:

Region 14 Education Service Center is happy to announce that WAXIE's Enterprise, LLC and its affiliates, BradyPLUS has been awarded Contract #152610 based on the proposal submitted to Region 14 ESC in response to RFP# 24-S824 Comprehensive Operational and Janitorial Supplies and Solutions. As stated in the RFP, VI. Signature Form, this contract award letter is the countersignature to WAXIE's Enterprise, LLC and its affiliates, BradyPLUS response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective June 1, 2024. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

DocuSigned by:
Emily Jeffrey
1FE641E7FF07547B...
Emily Jeffrey
Region 14, Chief Financial Officer

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS companies

Company Name

9353 Waxie Way

Address

San Diego	CA	92123
City	State	Zip

(800) 995-4466	
Telephone Number	Fax Number

steve.thomas@envoysolutions.com

Email Address

Steve Thomas	Senior VP of National Accounts
Printed Name	Position

Authorized Signature

BradyPLUS

Region 14 Education Service Center
RFP 24-S824
Comprehensive Operational & Janitorial Supplies
Solutions made available through OMNIA Partners

BradyPLUS

Response to RFP

Section 1: Cover Letter, T&Cs and Signature Form

April 4th, 2024

OMNIA Partners
Region 14 Education Service Center

RFP 24-S824 Comprehensive Operational and Janitorial Supplies and Solutions

Dear Region14 ESC and OMNIA Partners,

Waxie's Enterprises LLC ("Waxie Sanitary Supply"), its affiliates, BradyPLUS companies are pleased to submit our response to Region 14 ESC for Comprehensive Operational and Janitorial Supplies and Solutions. We recognize that Region 14 ESC is looking for qualified suppliers to form a long-term partnership and offer a complete line of products and services for K-12 and other public agencies on this Master Agreement.

Much like Region 14 ESC's strategic partnership with OMNIA Partners to offer products and services to other public agencies nationally, BradyPLUS, through our family of affiliates including Waxie Sanitary Supply is positioned to deliver products and services on a national scale. It is our goal that Region 14 ESC and OMNIA Partners experience the value BradyPLUS' family of Affiliates provides to K-12 and Public Agencies through a National Contract.

As a longtime partner of Region 14 ESC and OMNIA Partners through previous contracts, we believe in the power of partnerships and understand our relationship is about your agenda, not ours! We provide complete solutions for facility supplies, food service packaging, industrial packaging, and marketing solutions. Our customers benefit from our services which in turn help them to reduce their exposure to risk, save time, lower their operating costs, and gain a competitive edge in the market.

BradyPLUS affiliates appreciate the opportunity to potentially continue our partnership and being a participant in this solicitation. We look forward to the opportunity to further discuss our value proposition and ultimately supply Region 14 ESC should we be invited to the next round of this process. If you have any questions regarding our submitted information, please don't hesitate to contact me.

Thank you,

Amanda Parent

Senior Director National Account

WAXIE and BradyPLUS

Amanda.parent@envoysolutions.com

949-294-2400

REQUEST FOR PROPOSAL (RFP) FOR
Comprehensive Operational and Janitorial Supplies and Solutions

SOLICITATION NUMBER
RFP 24-S824

PUBLICATION DATE
Wednesday, February 21, 2024

QUESTIONS SUBMITTED BY
Thursday, March 21, 2024 2:00pm CT

SUBMITTAL DUE DATE AND TIME:
Thursday, April 4, 2024 2:00pm CT

Competitive Solicitation by
Region 14 Education Service Center
on behalf of itself and other Government Agencies
and made available through
OMNIA Partners, Public Sector, Inc.

NOTICE TO SUPPLIER: When partnering with OMNIA Partners, Region 14 uses Bonfire at https://omniapartners.bonfirehub.com/ to advertise solicitations, manage supplier questions, receive submittals and manage submittal evaluations. Questions regarding this solicitation must be submitted through Bonfire using the Ask a Question button and should be submitted before the question due date and time stated herein. Answers to questions will be posted in Bonfire approximately one week prior to the submittal due date and time.

Public Opening: Submittals will remain sealed by Bonfire until the submittal due date and time specified herein. Submittals received outside of Bonfire will not be accepted. At the due date and time listed, or modified via addenda, submittals will be opened, read aloud publicly and suppliers' names recorded via the virtual meeting below.
Meeting URL: https://omniapartners.zoom.us/j/85731509439
Call In #: 346-248-7799
Meeting ID: 857 3150 9439

I. INTRODUCTION

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a contract for Comprehensive Operational and Janitorial Supplies and Solutions for use by Region 14 ESC and other public agencies supported under this contract.
Region 14 ESC aims to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited contract offering products and services to public agencies;
- Achieve cost savings for public agencies and suppliers through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of public agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of public agencies and suppliers through best in class purchasing procedures.

Region 14 Education Service Center ("Region 14 ESC")
Region14 ESC schools are called Rural West Texas Schools that serve over 50,000 students in 42 school districts located in 13 counties which make up Region 14. Services are delivered to more than 3,900 professional educators and over 200 administrators who impact the lives of all of our children on 160 campus sites. There are seven institutions for higher learning including 3 universities, 3 colleges, and 1 technical college in Region 14.
National Contract
Region 14 ESC, as the Principal Procurement Agency, defined in Appendix B, has partnered with OMNIA Partners, Public Sector, Inc. ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 14 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto in Appendix B, or as otherwise agreed to. Appendix B contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through

multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners

documents (Appendix B).

While no minimum volume is guaranteed to the awarded supplier, the estimated annual volume of Comprehensive Operational and Janitorial Supplies and Solutions purchased under the Master Agreement through OMNIA Partners is approximately $150 MILLION. This projection is based on the current annual volumes among Region 14 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the awarded supplier and OMNIA Partners.

II. SCOPE

It is the intent of Region 14 ESC to establish a contract for Comprehensive Operational and Janitorial Supplies and Solutions. Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer(s) that you are responding with:

- Cleaning Supplies - window cleaning tools, general purpose cleaning tools, tilt trucks, sponges wipers, microfiber, cleaning caddies, dusters, mops, brooms and accessories.
- Hand Hygiene – Sanitizer and hand soap
- Lodging Amenities – Shampoo, conditioner, lotion
- Trash cans, Recycle and Disposable Bins
- Big Belly Products and services
- Trash Liners
- Paper Products – Seat covers, toilet paper, paper towels, facial tissue etc.
- Cleaning Chemicals
- Air Filtration equipment and Parts
- Dilution Control Cleaning Chemical Systems
- Laundry and ware wash chemicals
- Floor maintenance - Floor Finishes, Strippers, and Floor Sealers, wood floor products and floor maintenance chemicals
- Floor Mats
- Reconditioned Cleaning Equipment
- Corded Equipment
- Battery operated Equipment
- Tennant
- Nacecare
- Square scrub
- Envirox chemicals
- Tersano Chemicals
- Autonomous Equipment/Machines
- Industrial Machines
- Propane machines
- Equipment parts – repair parts for equipment, floor pads, squeegee, vacuum filter bags, etc.
- Personal amenities
- Feminine Hygiene
- Ice Melt

- Pest Control
- Material Handling
- Food Service Disposable Products – disposable plates, cutlery, portion cups, napkins, etc.
- Foodservice Smallware
- Safety Supplies – Gloves, masks, coveralls, partitions, spill kits, etc.
- Lighting
    - Fixtures, lamps, equipment, parts, tools and accessories.
- Plumbing
    - Fixtures, equipment, parts, tools and accessories.
- Electrical
    - Fixtures, equipment, parts, tools and accessories.
- Heating, Ventilating and Air Conditioning
    - Equipment, parts, tools and accessories.
- Hand Tools
- Power Tools
- Office Supplies
- Office Furniture
- Automotive
    - Parts, Cleaning Supplies, Tools
- Building Materials
- Clothing & Apparel
- Doors & Windows
    - Hardware and Accessories
- Electrical
- Lawn & Garden
- General – all other not defined in the categories above but within scope of the contract.

- Paint & Painting Supplies
- Storage and Organization

Services

- Equipment repair and services
- VMI (Vendor Managed Inventory)

*Dispensers for each category will be added at market value and will not follow the category discount. Most proprietary dispensers can be offered free of charge and will be negotiated between the BradyPLUS affiliate and the end-user.

See attached pricing proposal for full list of categories and manufacturers. This is the current representation of products and manufacturers, but categories or manufacturers may be added over time as needed due to market trends. Innovation, product availability and best value. BradyPLUS may decide to partner with new manufacturers to provide agencies the best assortment and value possible over the course of this contract.

III. INSTRUCTIONS TO SUPPLIERS

Submission of Response.

- Responses shall be received electronically no later than the submittal due date and time via Bonfire portal at https://omniapartners.bonfirehub.com
- Bonfire will not accept any responses after the specified due date and time.
- Only responses received via Bonfire will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Proposals may be rejected for failure to comply with the requirements set forth in this solicitation.

Required Proposal Format. Responses shall be submitted electronically via Bonfire. Separate files should be used to separate the proposal into sections, as identified below. Suppliers failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all sections, with the exception of Section 2 (Pricing), be submitted in Portable Document Format (PDF). Pricing may be submitted separately in an alternate format (e.g. xlsx, xls, csv).

Sections
Section 1 – Signature Form
Section 2 – Pricing
Section 3 – Ability to Perform, including response to the national program (Appendix B)
Section 4 – References and Experience
Section 5 – Value Added Products and Services
Section 6 – Required Documents

Additional Agreements. If a supplier requires an additional agreement, a copy of the proposed agreement must be included with the proposal.

Deviations and Exceptions. Deviations or exceptions stipulated in a supplier's response may result in disqualification. It is the intent of Region 14 ESC to award a supplier's complete line of products and/or services, when possible. A response to the solicitation is an offer to contract with Region 14 ESC based upon the contract provisions contained in this solicitation, including but not limited to, the specifications, scope of work and any terms and conditions. Suppliers who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the solicitation cannot be modified without the express written approval of Region 14 ESC. If contract provisions are not expressly approved in writing by Region 14 ESC, the contract provisions contained in the solicitation shall prevail.

BradyPLUS would like to put exceptions to publishing our response on any catalog list provided as well as our exhibits.

Some of the exhibits provided are proprietary to our affiliates and are not to be used on public websites.

Disclosures.

- Supplier affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

- The supplier affirms that, to the best of his/her knowledge, the offer has been arrived at

independently, and is submitted without collusion with anyone to obtain information or gain

any favoritism that would in any way limit competition or give an unfair advantage over other suppliers in the award of this contract.

Withdrawal of Response. After submittal due date and time, withdrawal of a response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

Public Opening. Immediately following the due date and time, all responses will be publicly opened, and the supplier's names recorded. The public opening will be held via Zoom meeting.

Open Records Policy. Region 14 ESC is a governmental entity. Responses submitted are subject to release as public information after contracts are executed. If a supplier believes that its response, or parts of its response, may be exempted from disclosure, the supplier must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the supplier must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the supplier are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any supplier. Supplier is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Multiple Awards. Multiple contracts may be awarded as a result of the solicitation. Multiple awards will ensure that any resulting contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Protest. A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester;
- Original signature of protester or its representative;
- Identification of the solicitation by RFP number;
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. Region 14 – TERMS AND CONDITIONS

Assignment. Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the ~~accounting~~ for a period of ~~four (4)~~ 1-year years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC. Not accepted by Region 14 - exception removed

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract

is conditioned upon the availability of city, county, state and federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and

its participants, administrators, employees and agents against ~~all~~ third-party claims, damages, losses and expenses arising out of or ~~resulting from~~ the actions of the supplier, supplier employees or supplier subcontractors in ~~the preparation of the solicitation and the later~~ execution of the contract.

Accepted by Region 14

Limitation of Liability – Supplier's obligation under the limited warranty (as) set forth in the Products section is strictly and exclusively limited to the repair or replacement free of charge of such Goods as are Products found to be defective in material or workmanship on the condition that Buyer gives prompt written notice to Supplier of any claim to breach of warranty within the warranty period, and, if requested, returns the defective Goods/Products to Supplier. Supplier will not assume any expenses or liability for repairs made to Goods/Products outside of its facility, without its prior written consent. Supplier reserves the right to satisfy its liability under the limited warranty obligation in full, with respect to defective Goods/Products, by the payment to the Buyer of all sums paid by the Buyer to Supplier for such Goods/Products. IN NO EVENT SHALL SUPPLIER BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, LOST PROFITS, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES RELATING TO THE PRODUCTS. In all events, the amount of liability for any party will be limited to the amount of payments received by Supplier over the previous twelve (12) months to the event giving rise to the claim.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted at any point during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects subject to Supplier's Limited Warranty.

Limited Warranty. Supplier warrants only that the Goods/Products shall conform to Buyer's specifications under proper and normal use for a period of one year from the date of shipment and that Supplier will deliver to Buyer valid Title to all Goods/Products. Supplier will assign to Buyer any and all warranties for the Products that Supplier has received from its suppliers to the extent such warranties may be assigned; provided, however, that Supplier shall not be obligated to assist Buyer in enforcing such warranties. THIS WARRANTY IS IN LIEU OF ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY,

Accepted by Region 14

FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR OTHERWISE, WHICH ARE HEREBY EXCLUDED.

Products and Services Additions. New products and/or services may be added to the contract at any time during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Tax Exempt Status. ~~Knowing the tax laws in each state is the sole responsibility of the supplier.~~ Buyer is responsible for providing current and valid proof of tax-exempt status to ensure proper sales tax treatment.

Accepted by Region 14

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

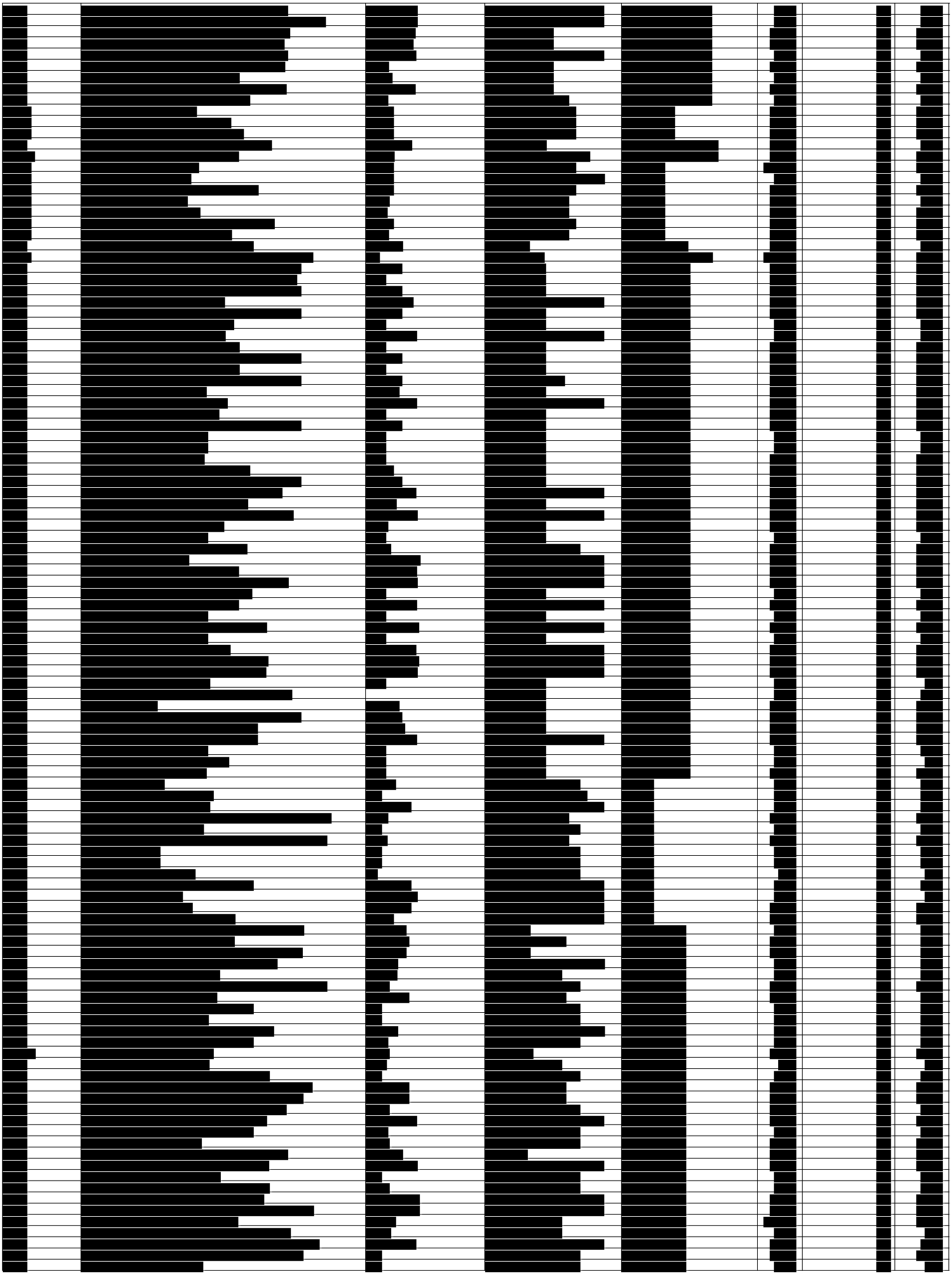
Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

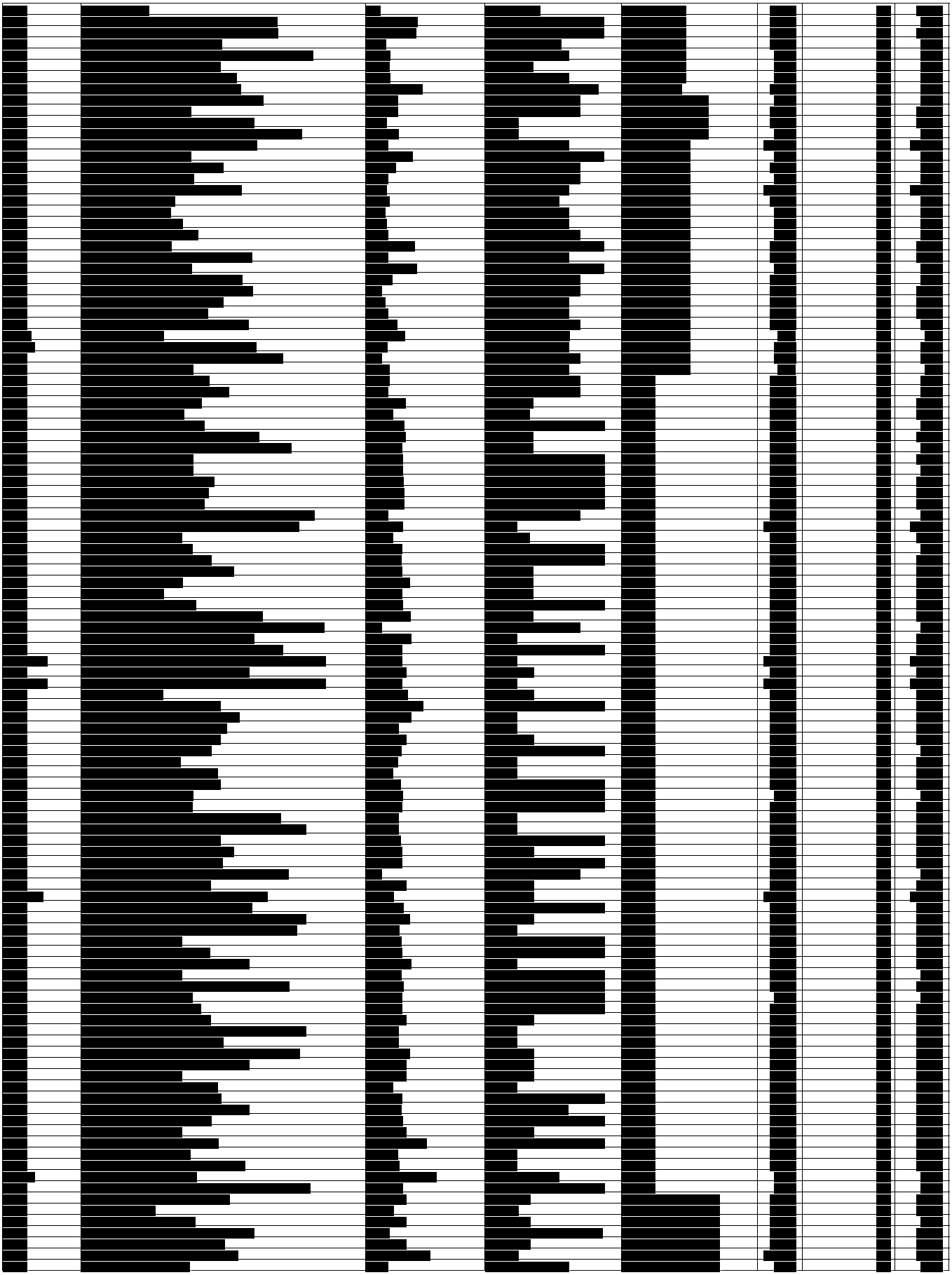
Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

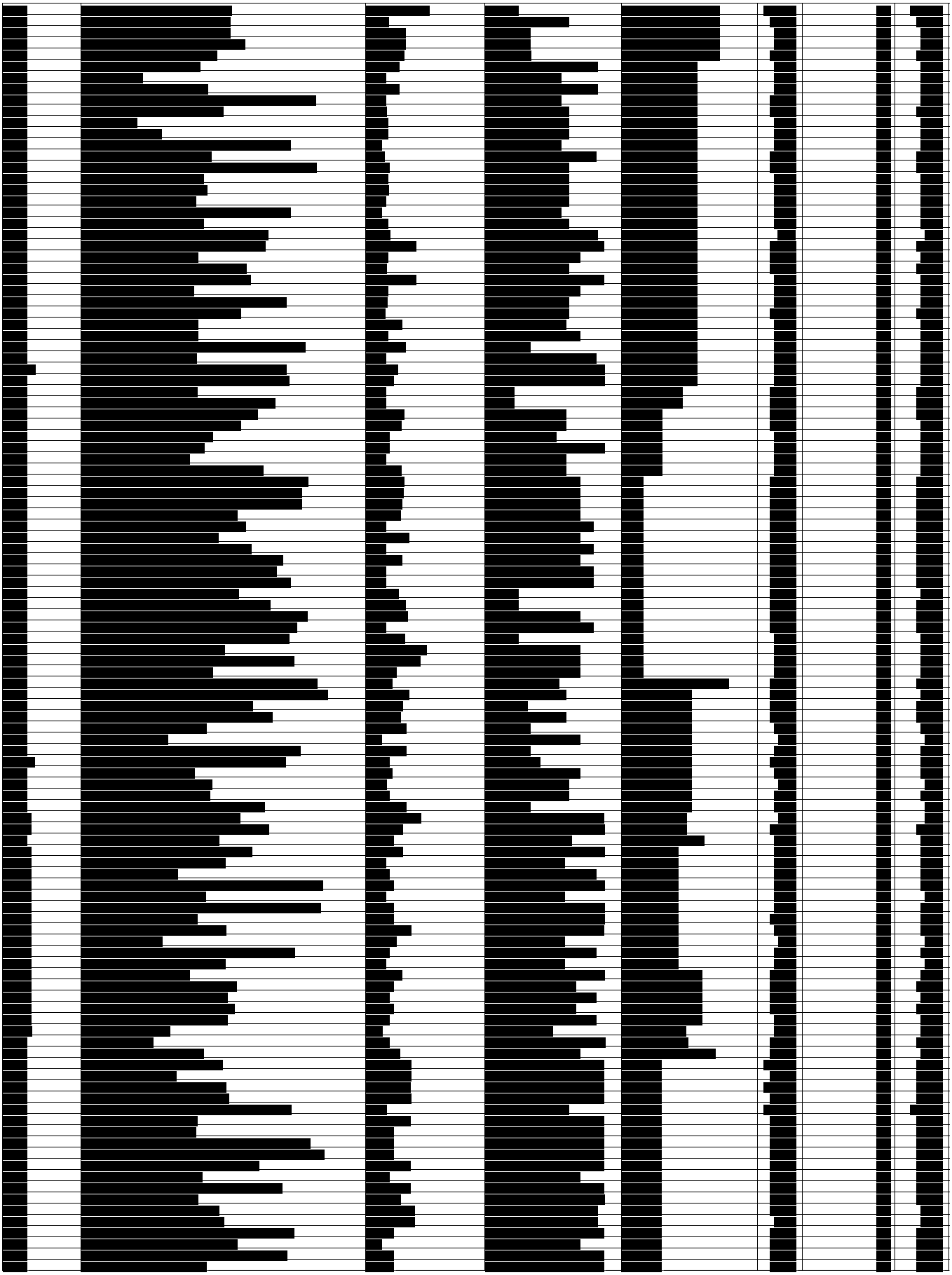
BradyPLUS and its affiliates comply with the above

DISCOUNT SCHEDULE - RFP 24-S824	
Company Name:	WAXIE's Enterprises LLC, and its affiliates, BradyPLUS companies
Manufacturer /Category	Minimum % Discount
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

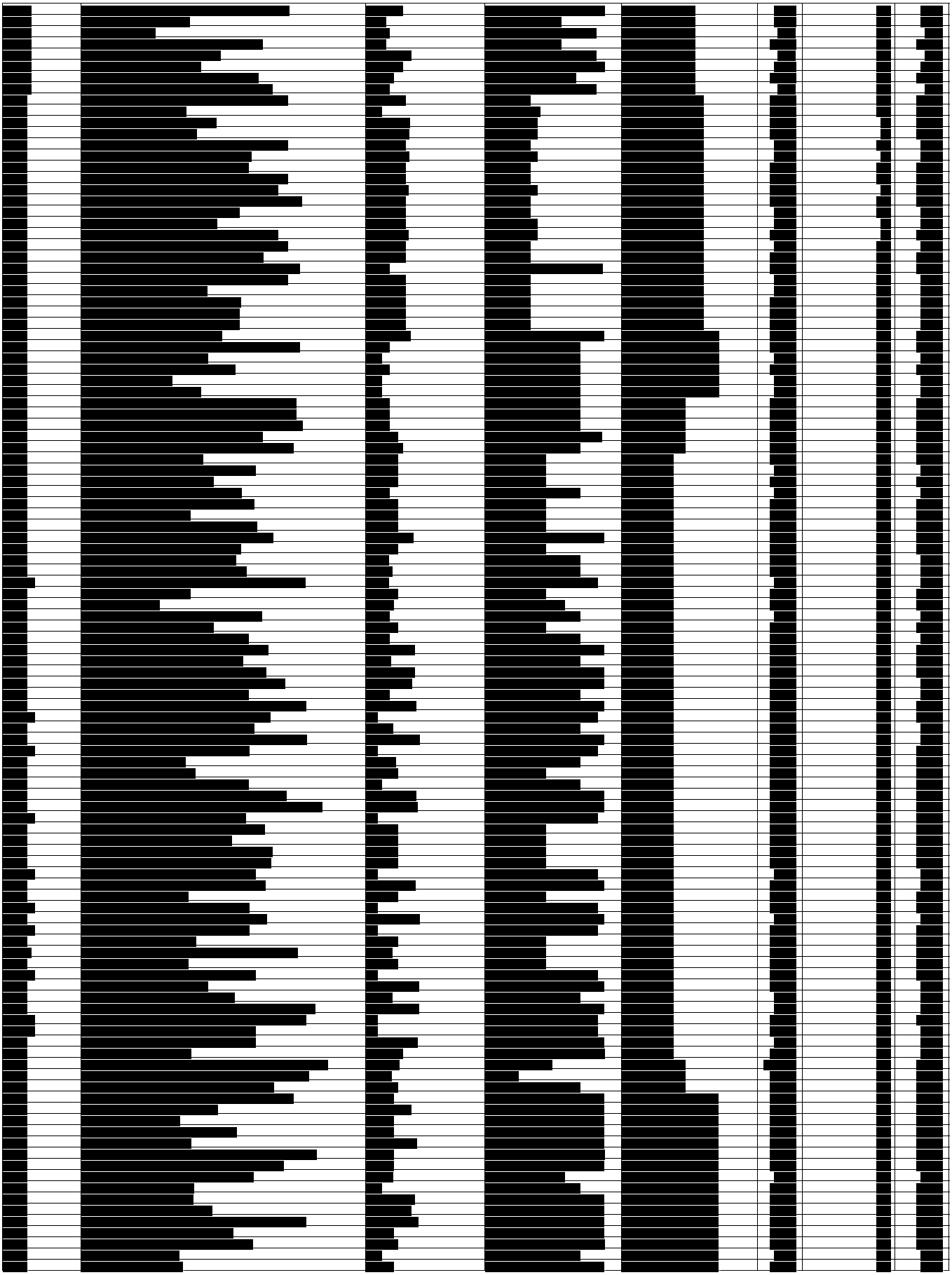
Item Number	Item Description	MFI	Vendor Name	Subcategory	List Price	New Discount from List	New MAX Sell
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

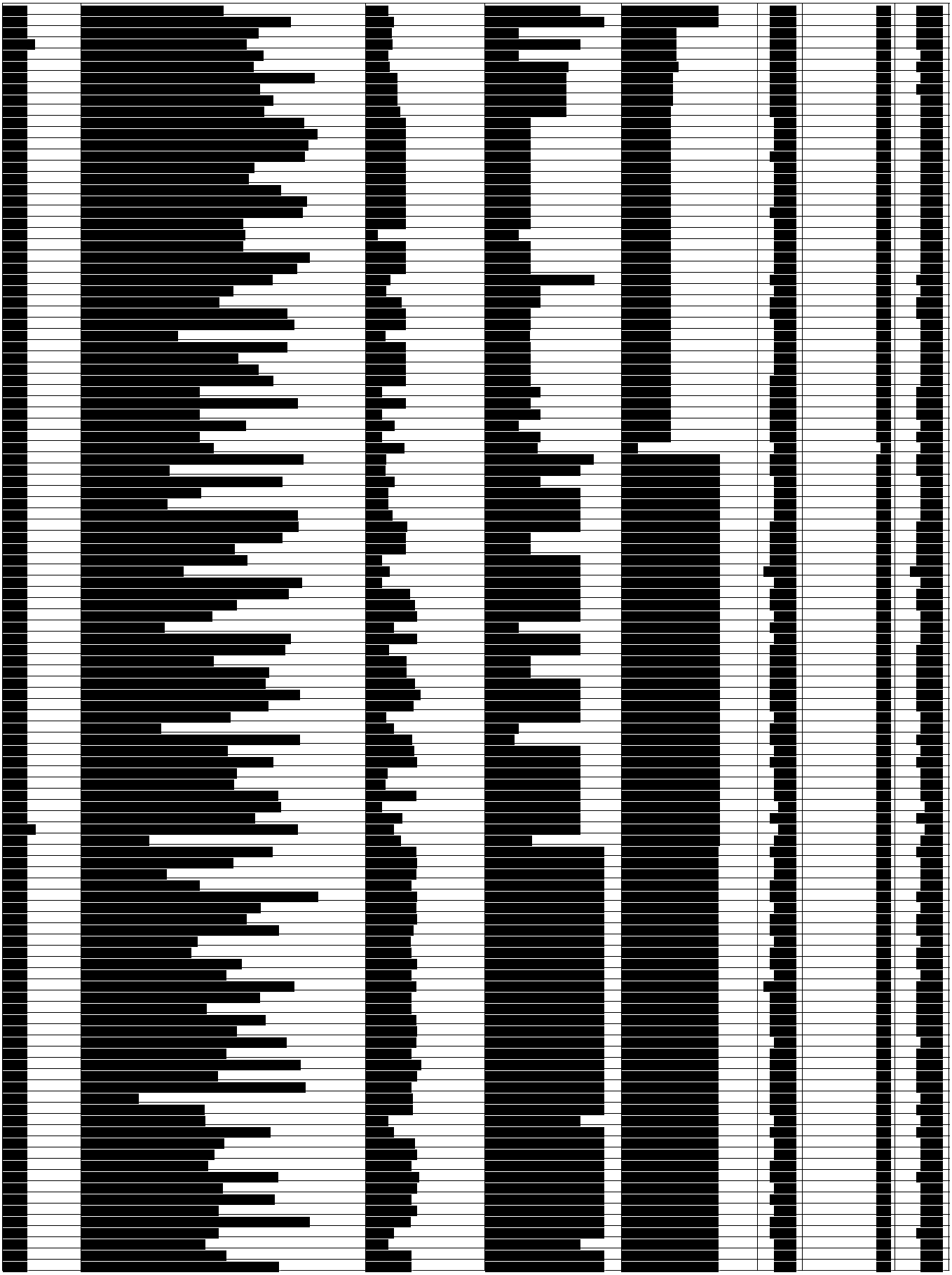


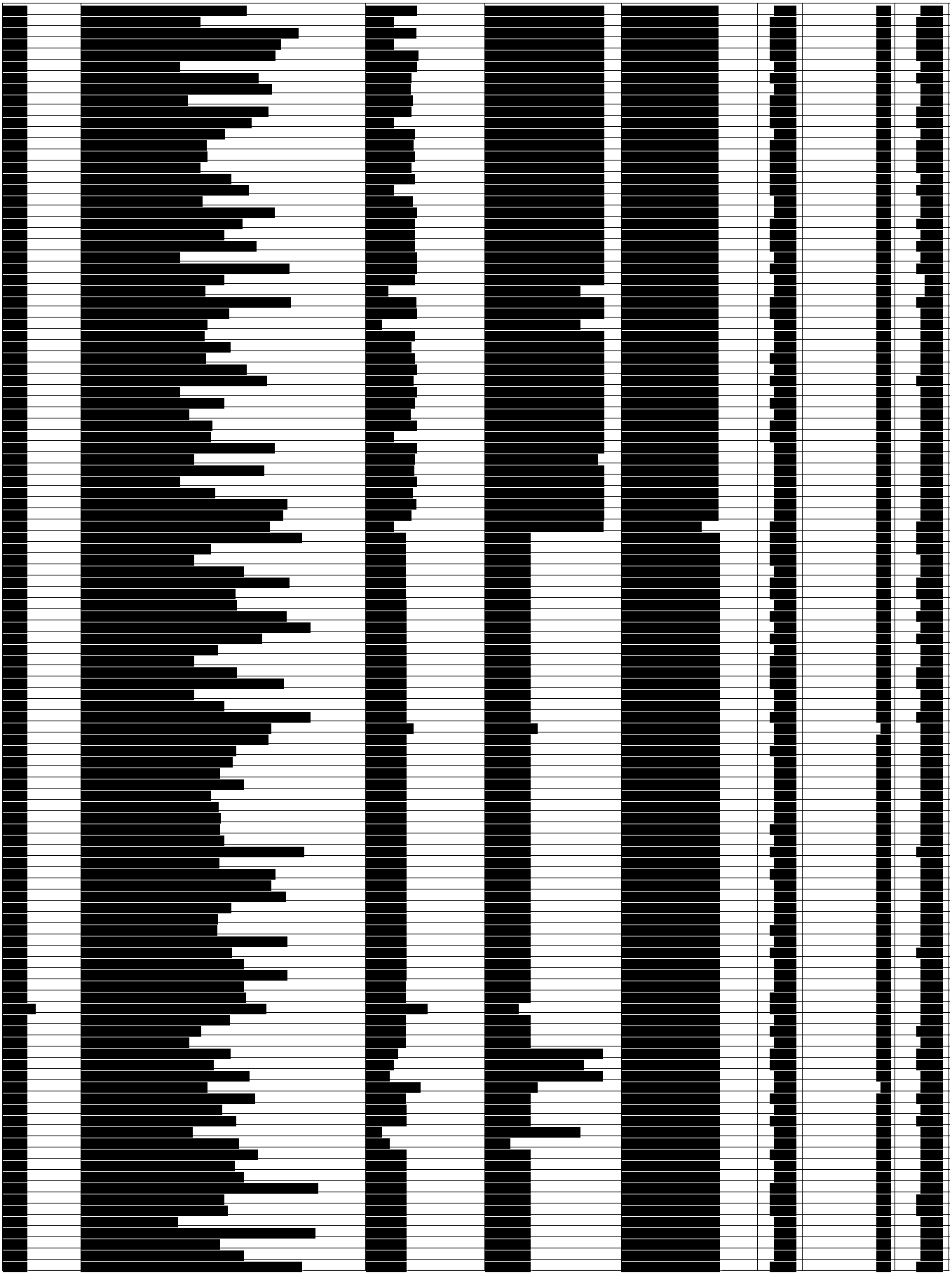


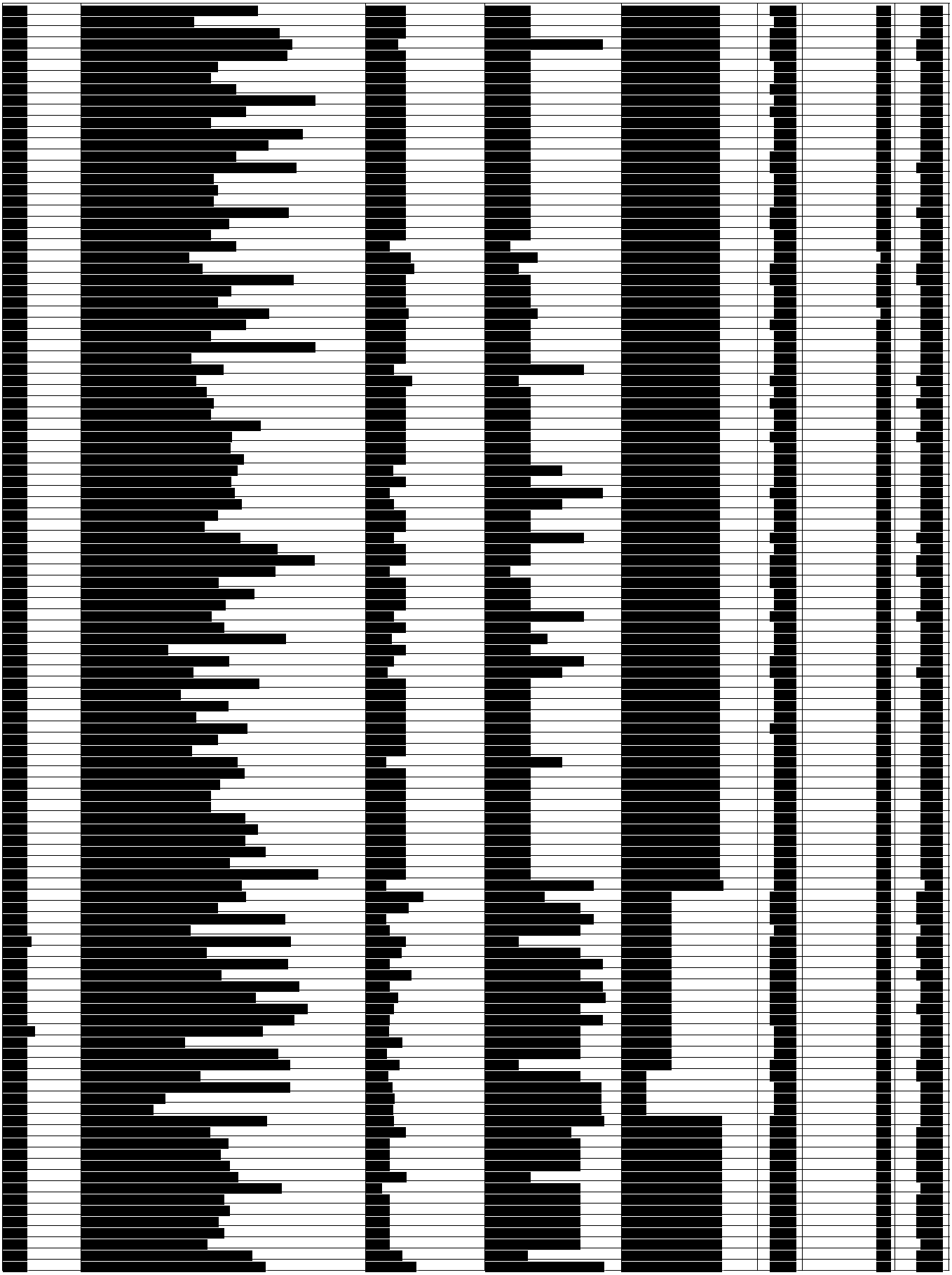


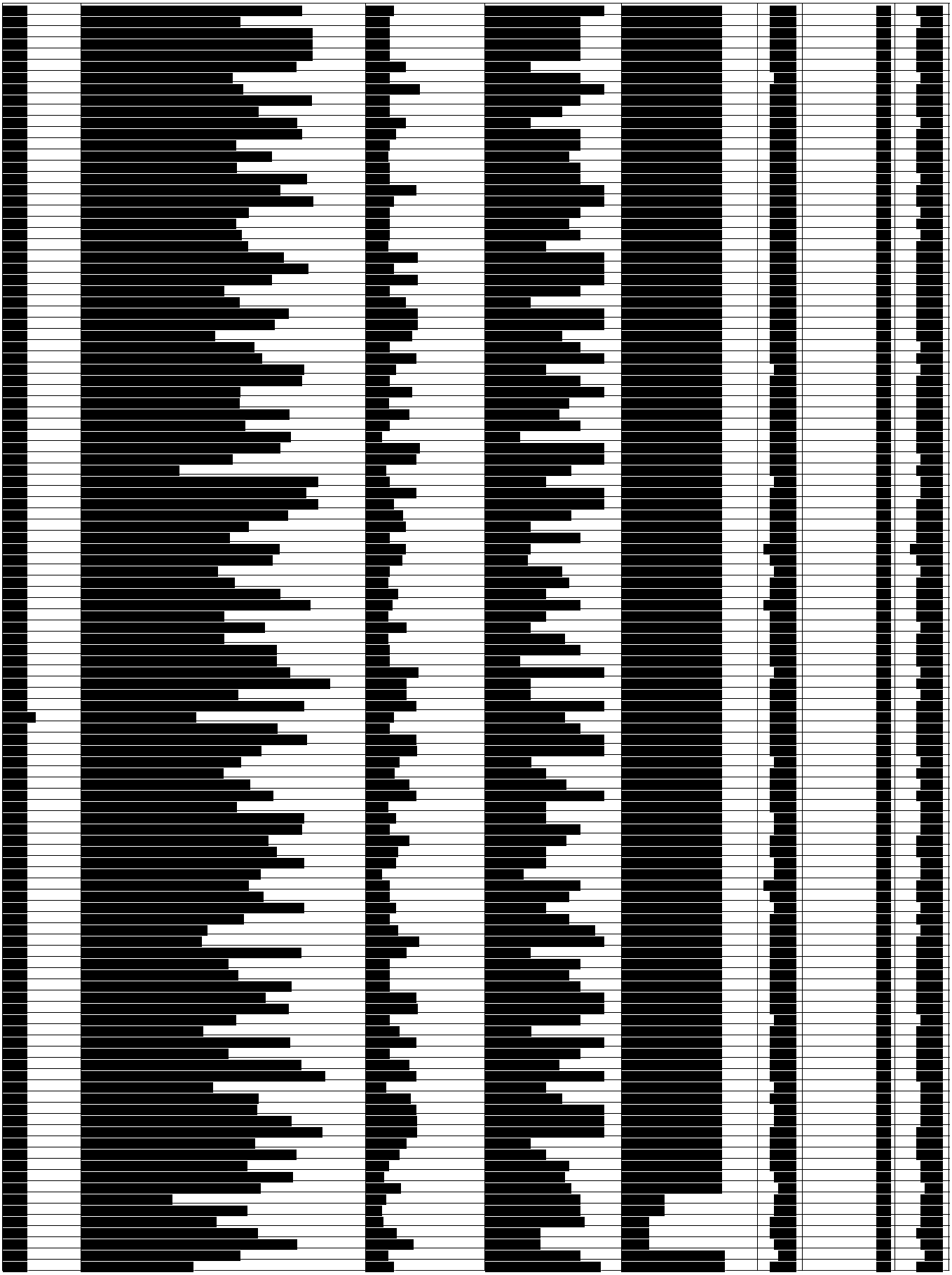
500532	LOCKING COMPARTMENT FOR 6173JANITOR CART - YELLOW	FG618100YEL	NEWELL BRANDS DISTRIBUTION LLC	Janitor Carts	$241.12	30%	$168.78

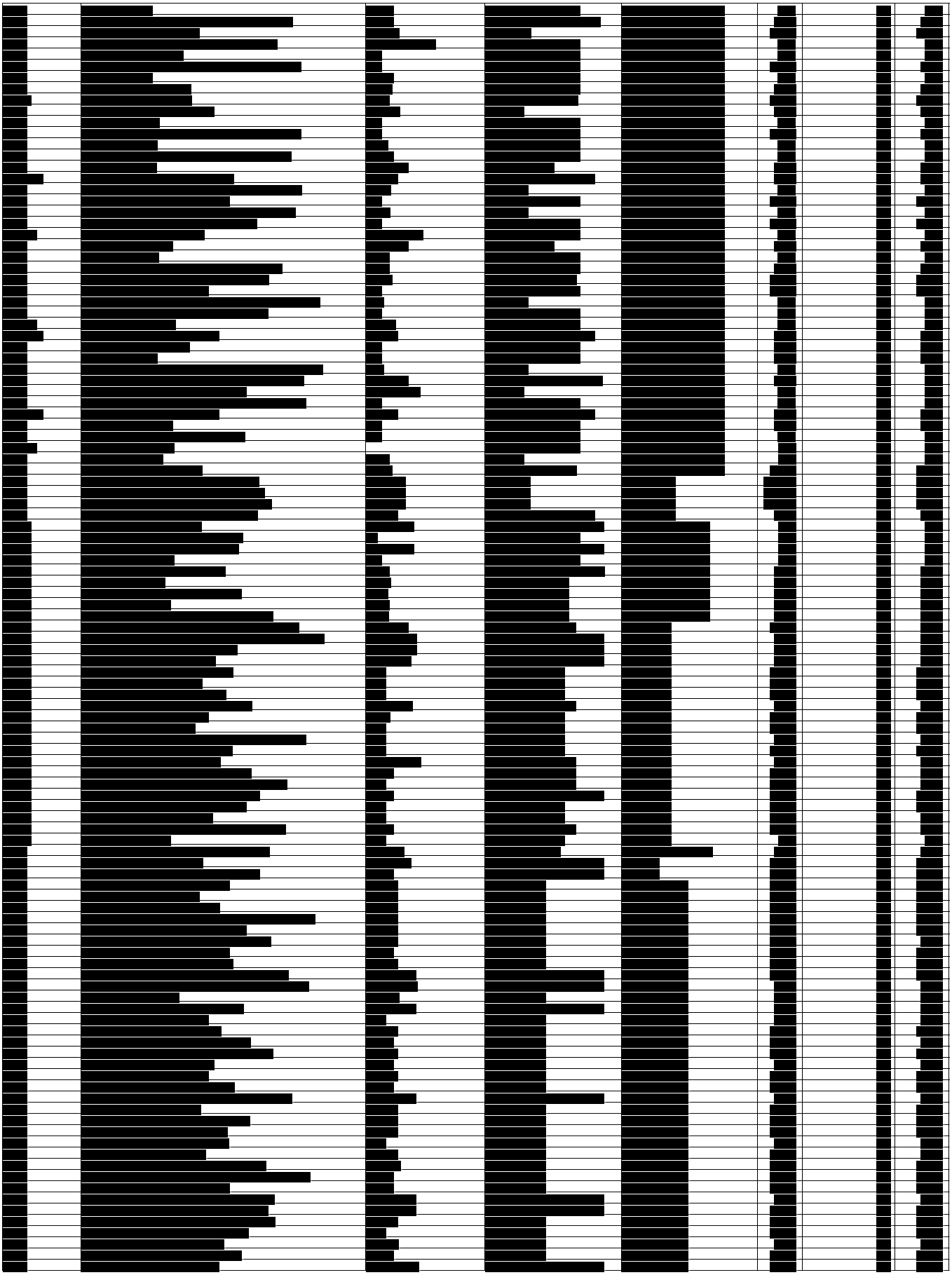




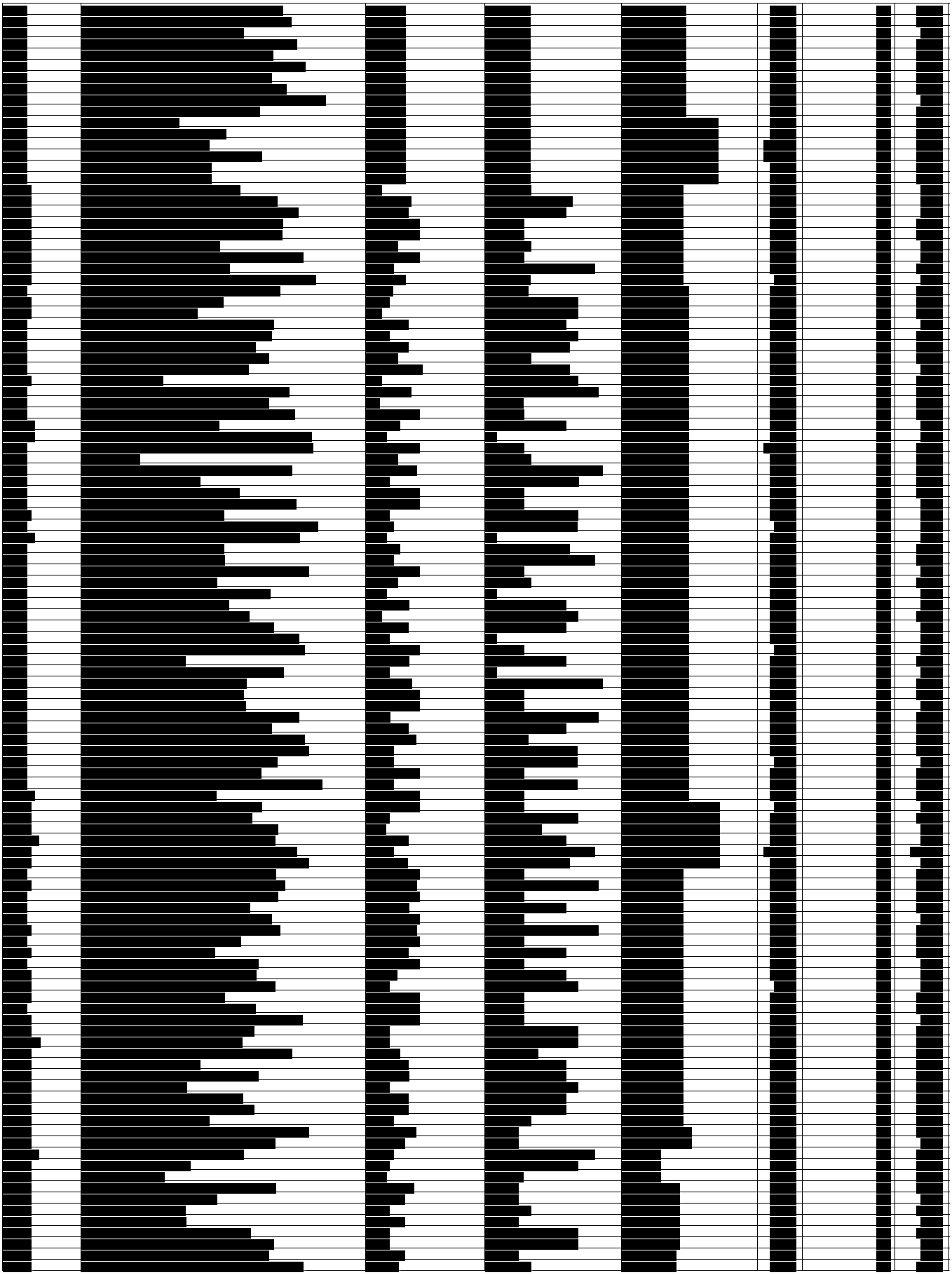


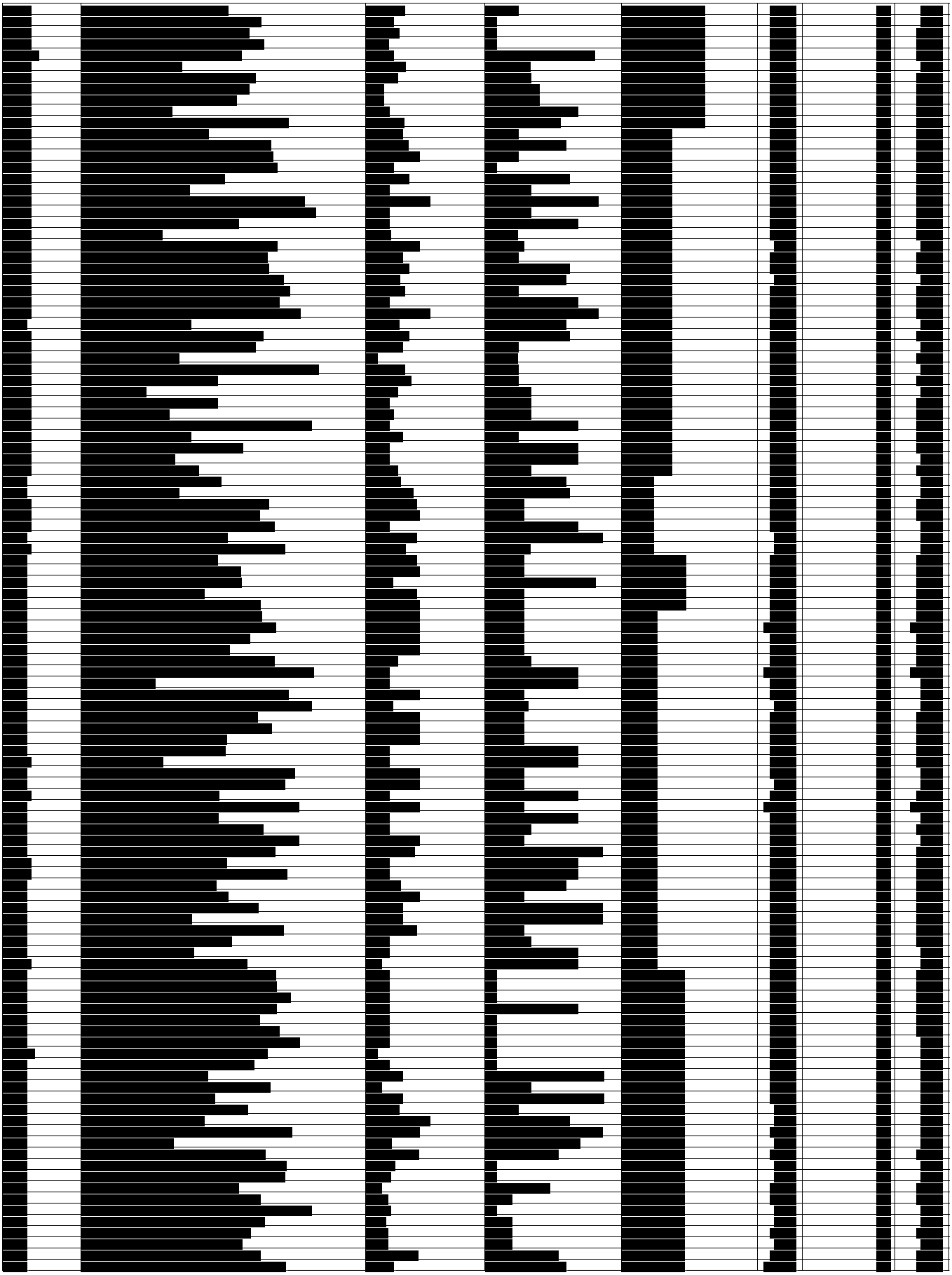


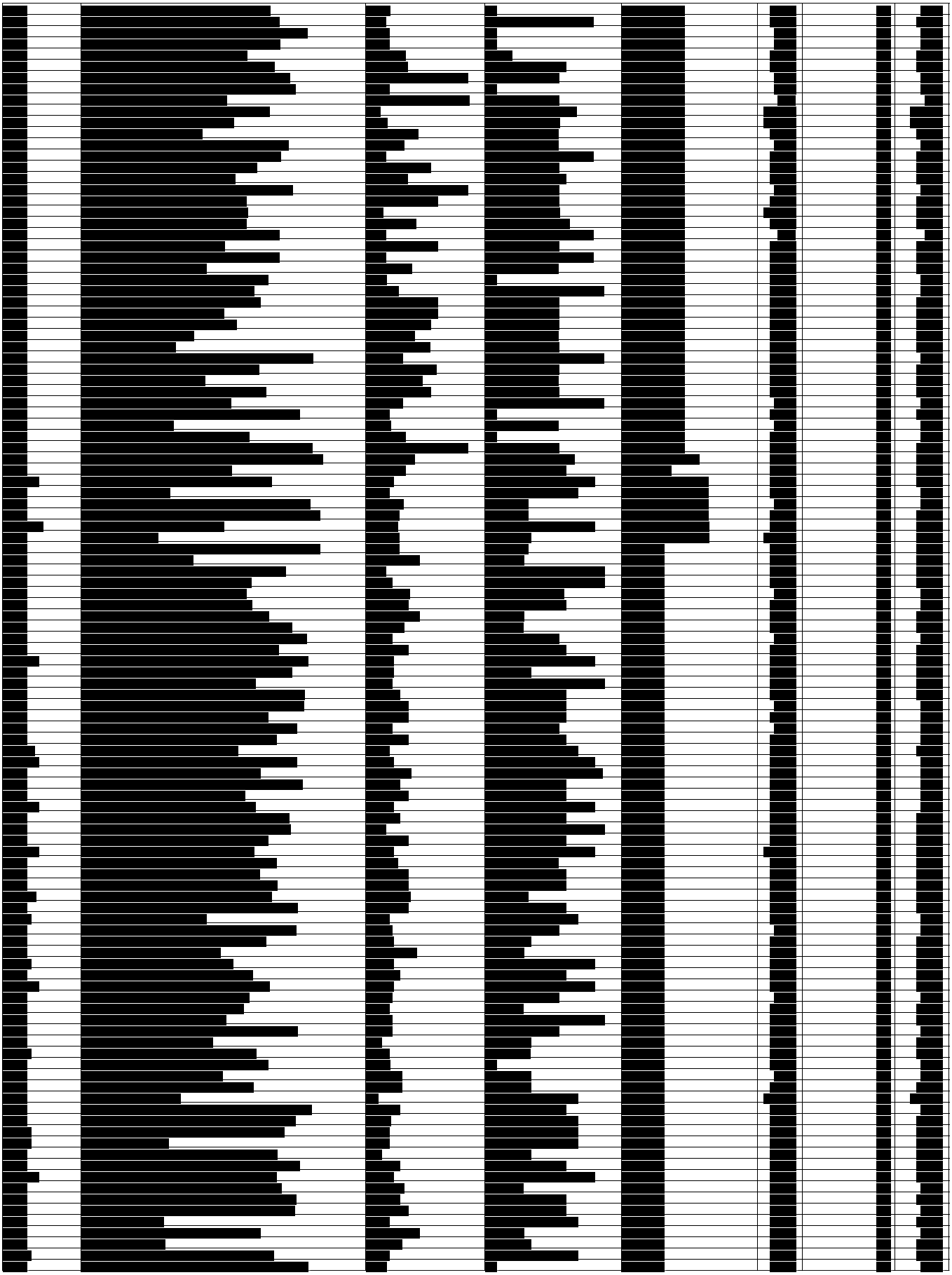


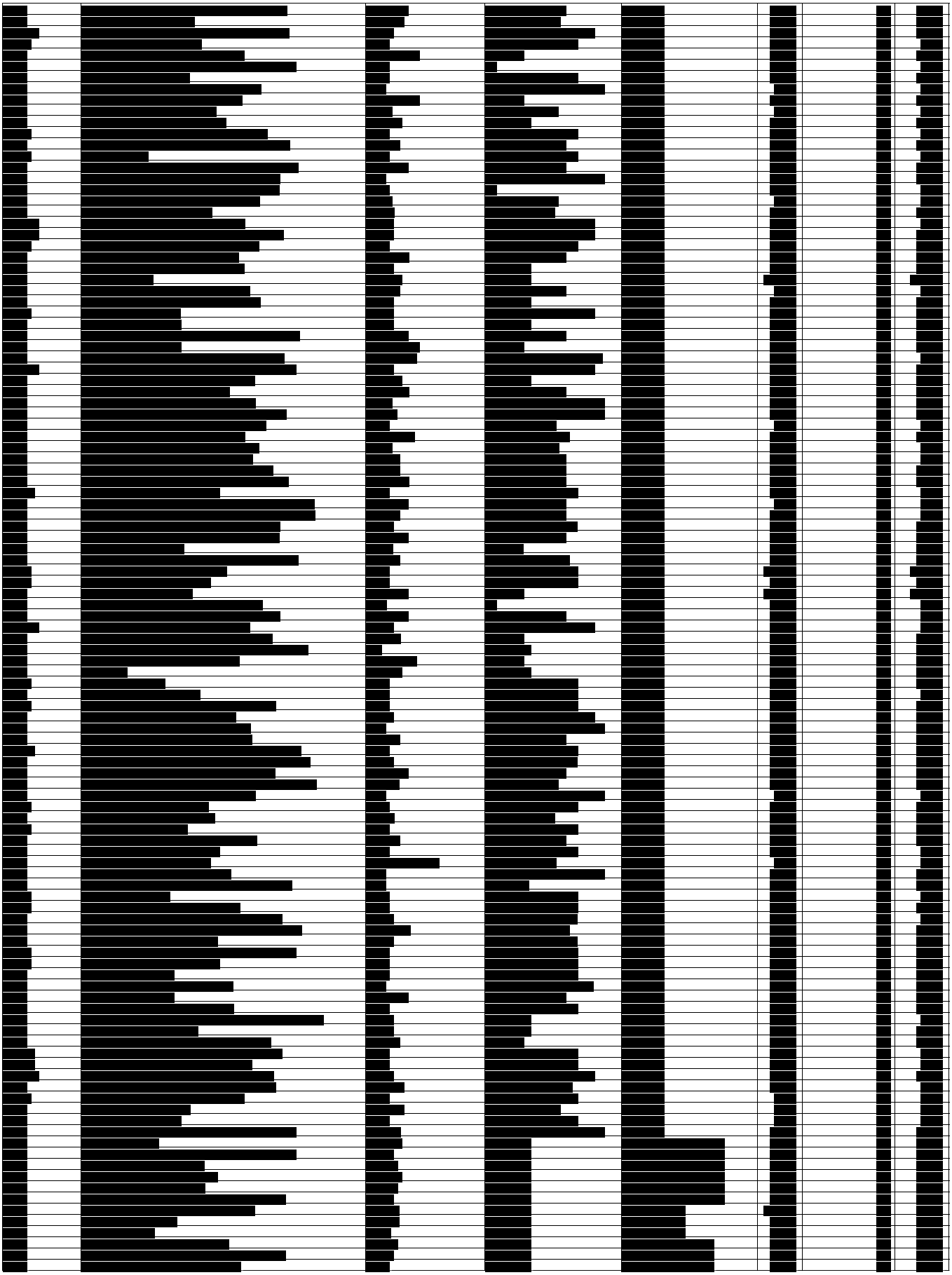


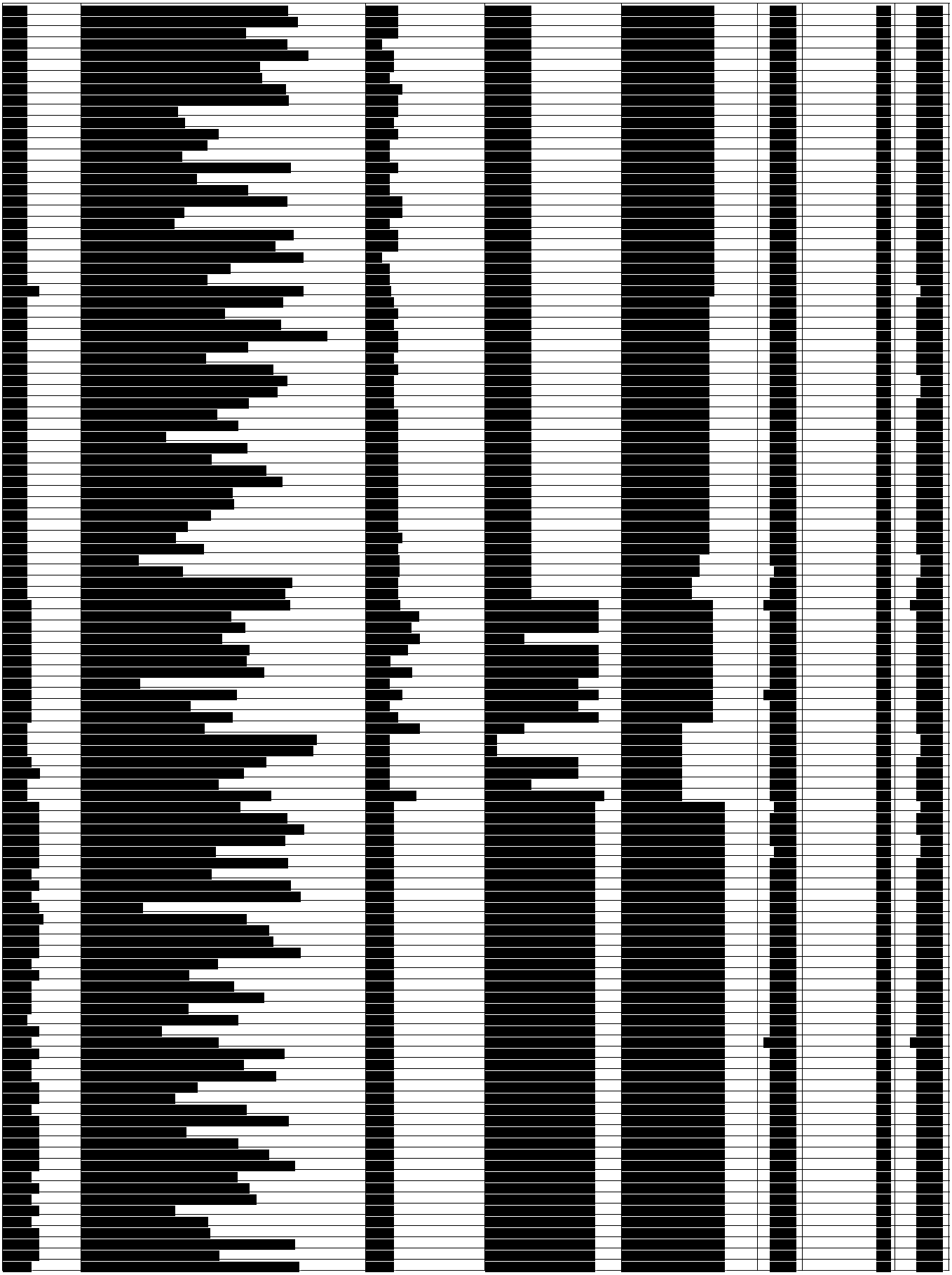
650231	WAXIE #24 RAY-FLATT SCREWTOP MOP HEAD EA 12/CS	227202408	GOLDEN STAR INC	Wet Mops & Handles	$258.58	30%	$181.01

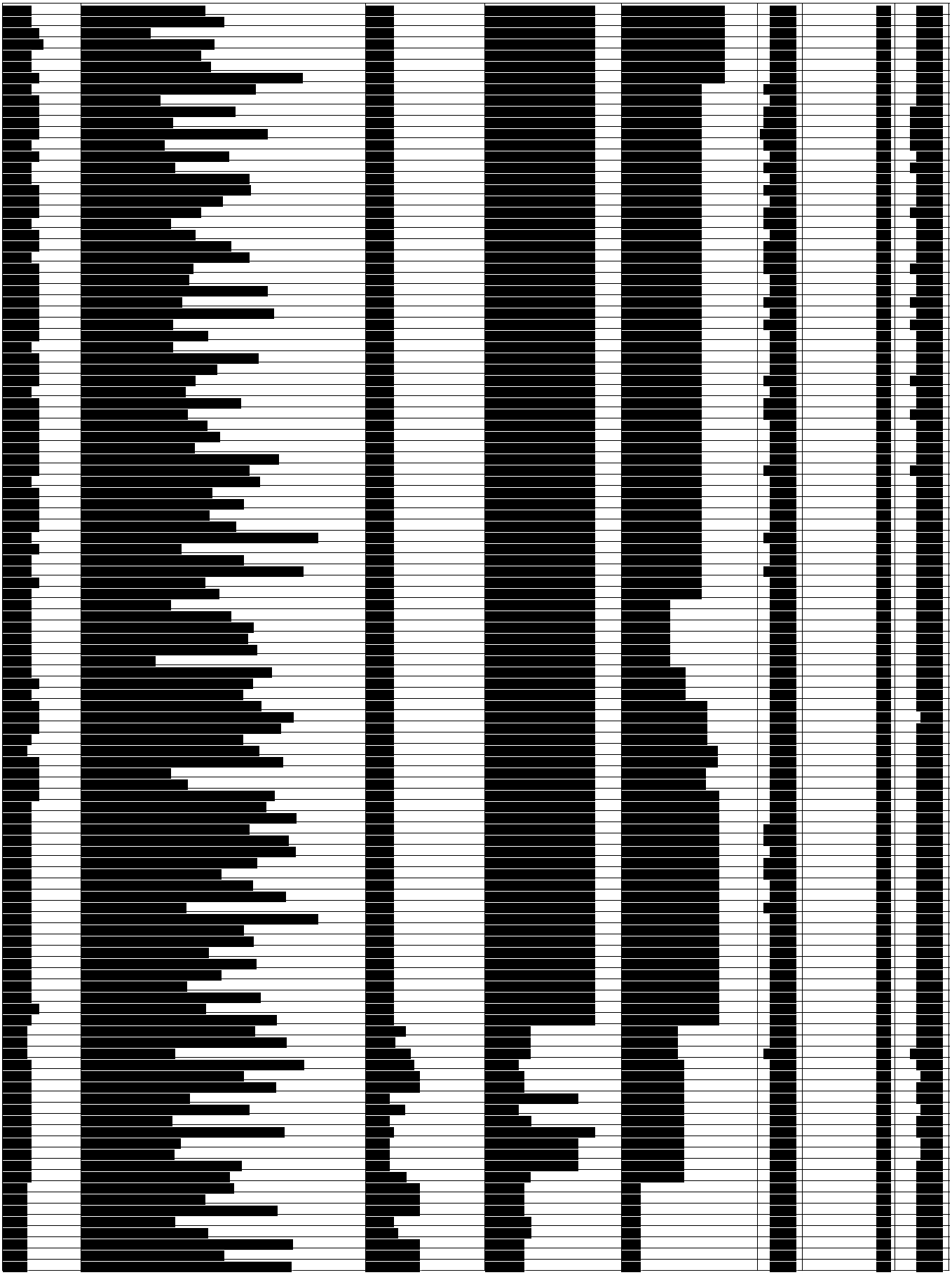


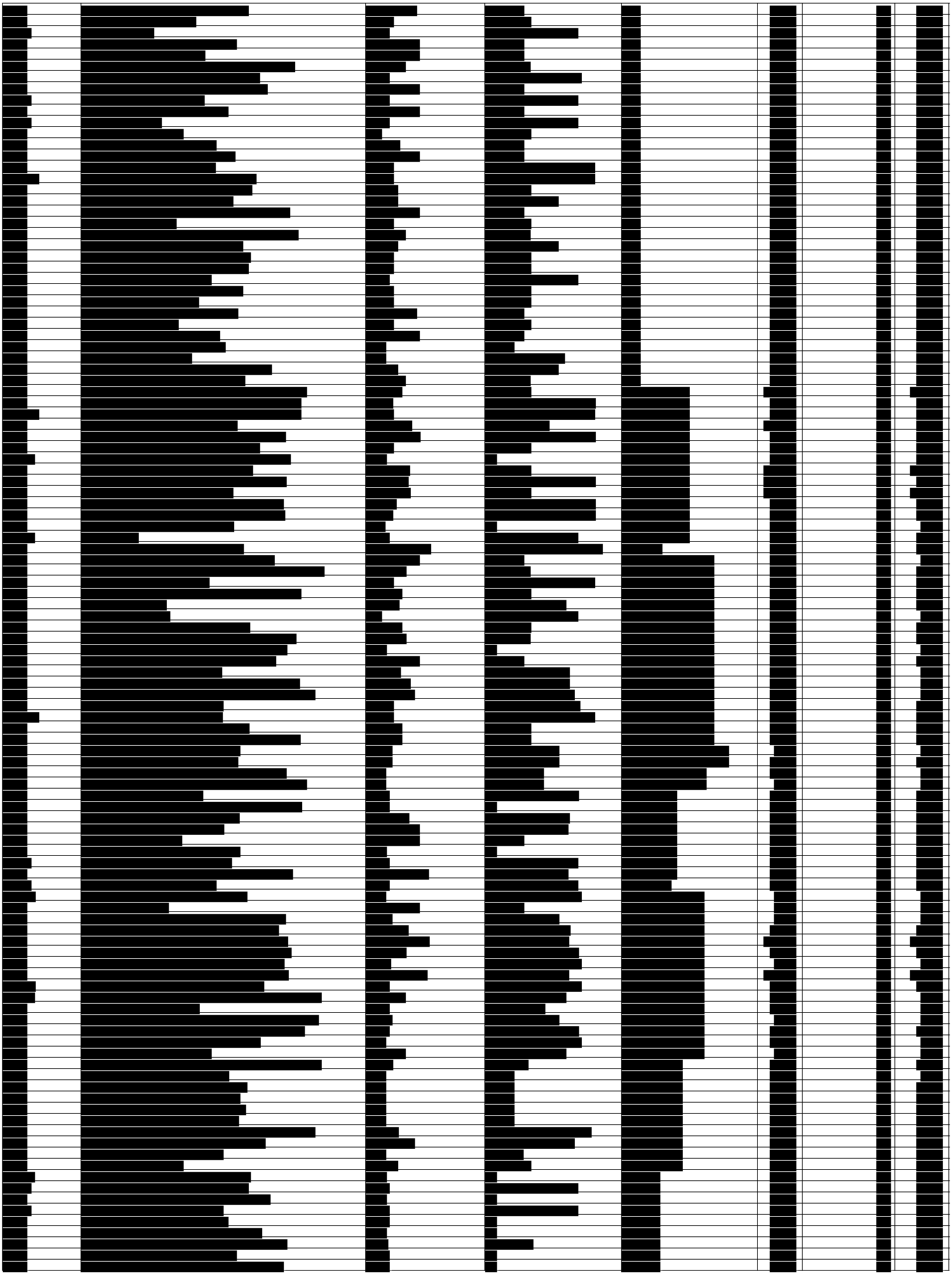


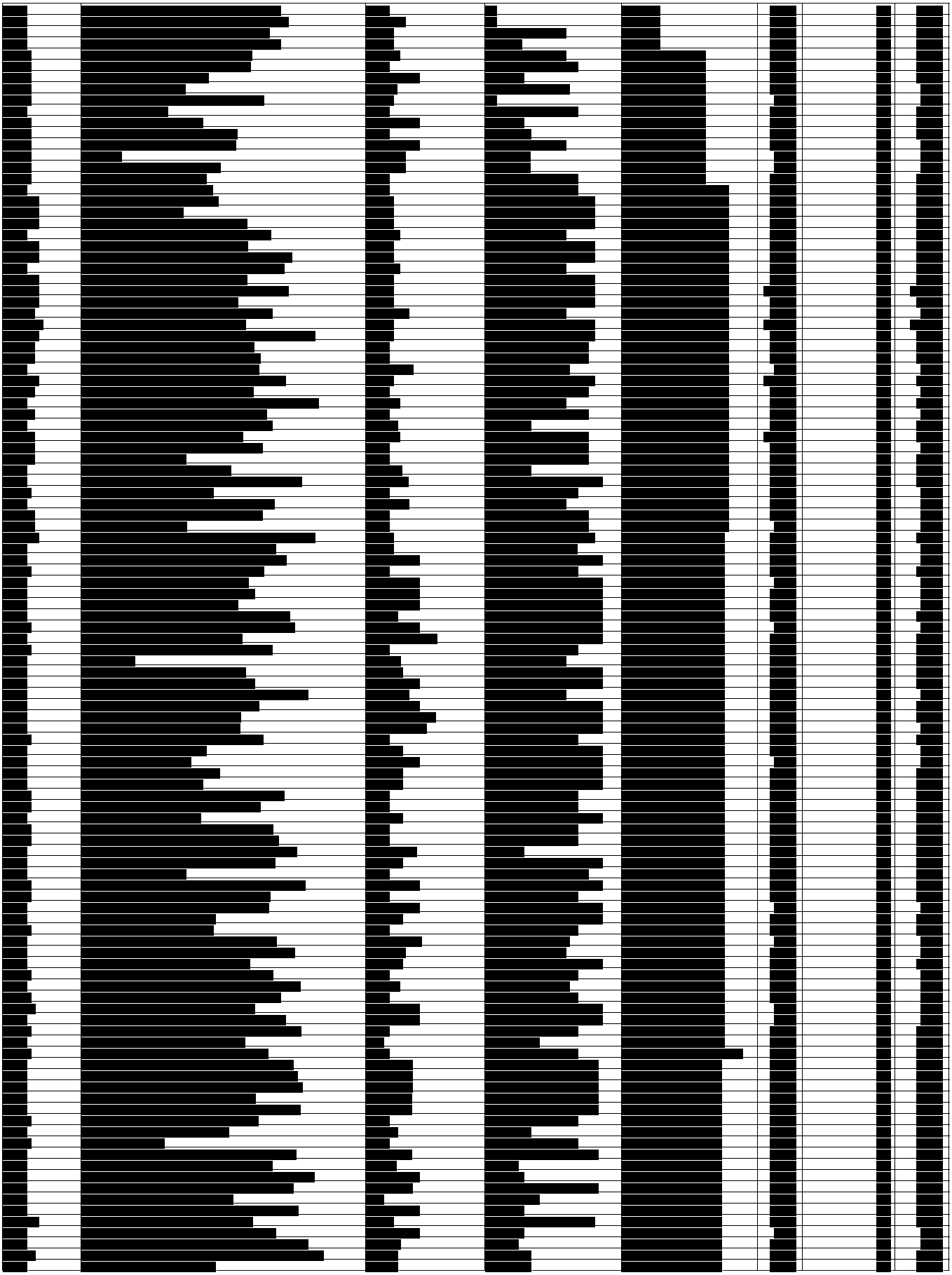


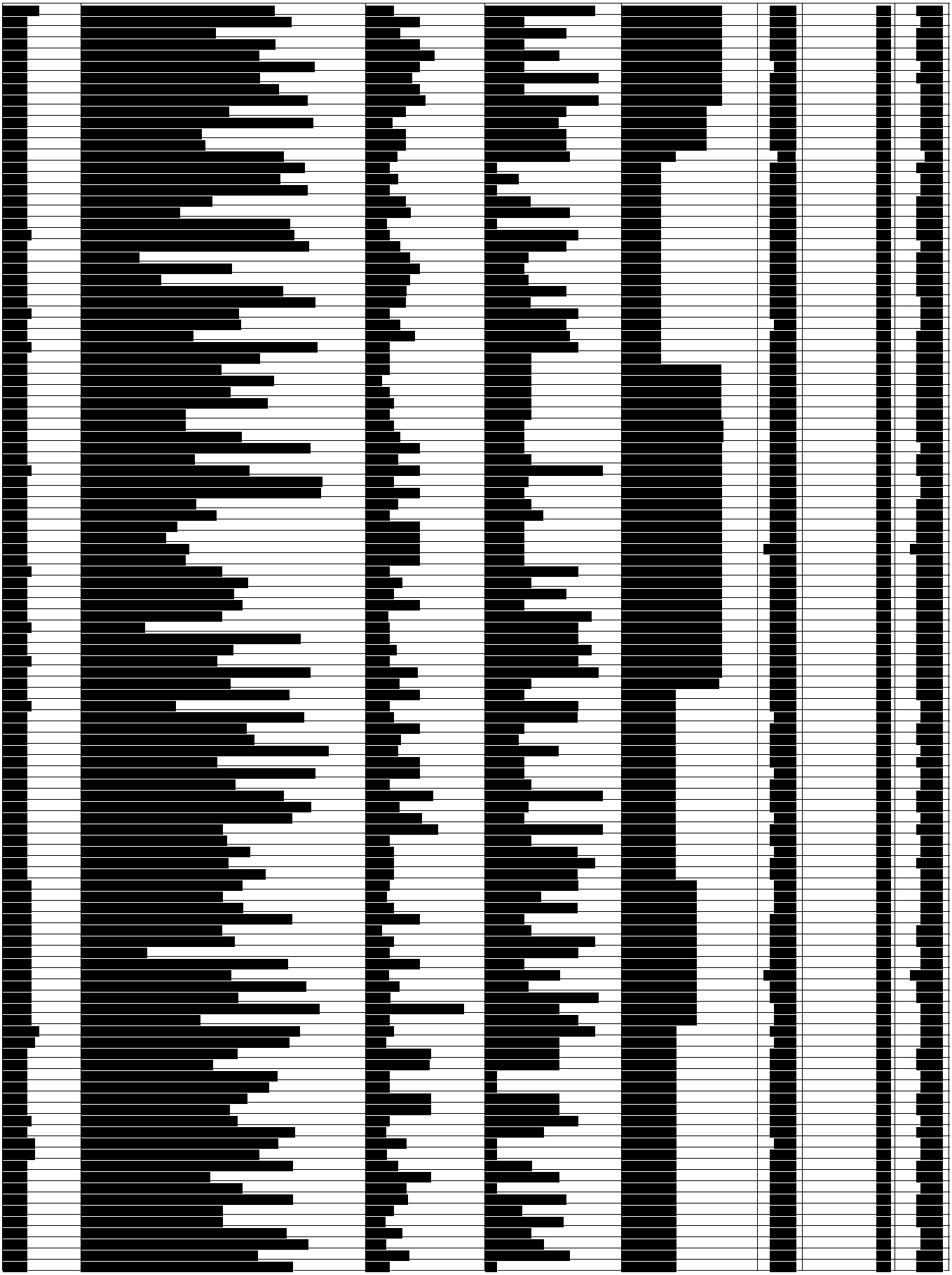


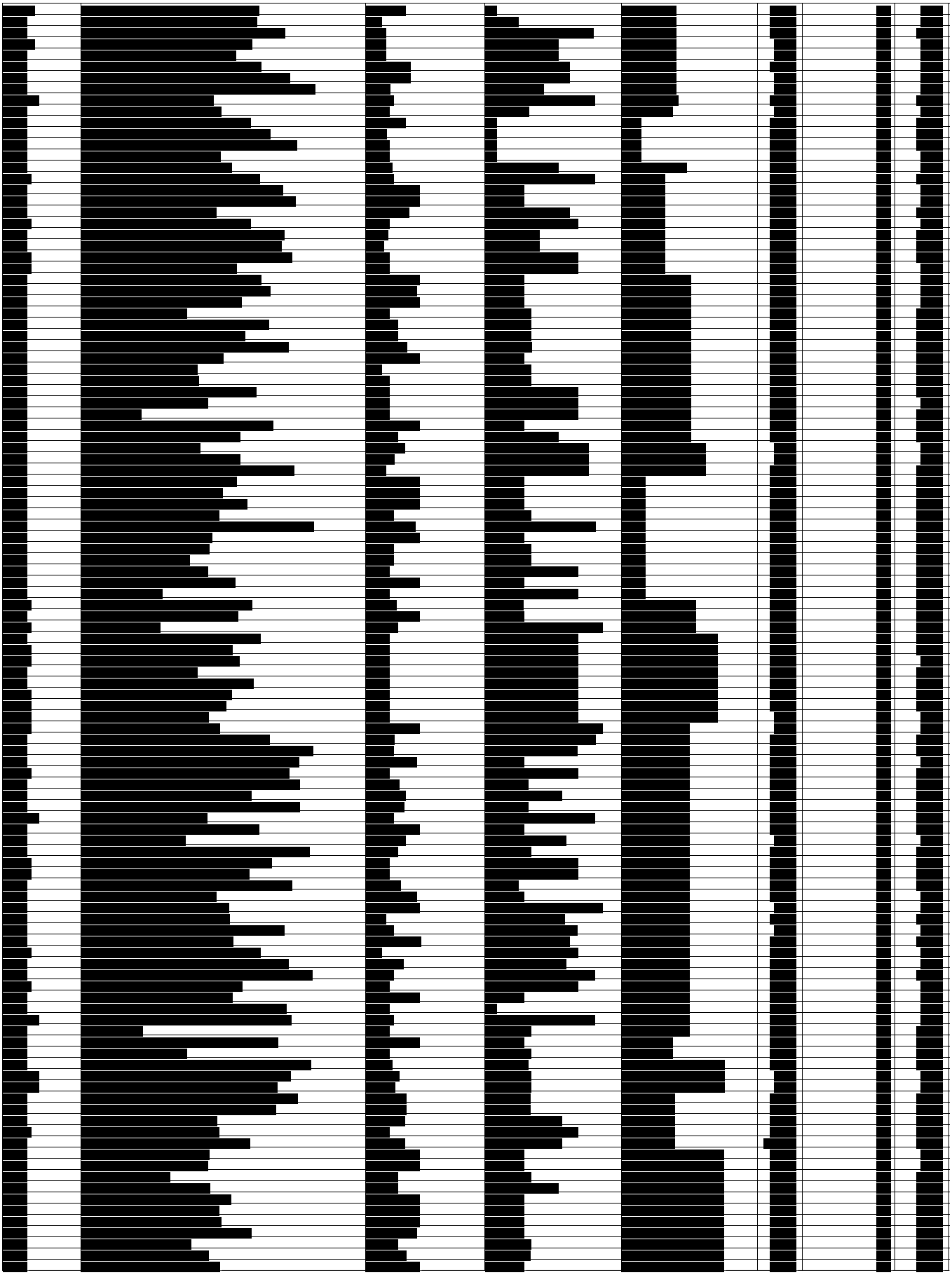


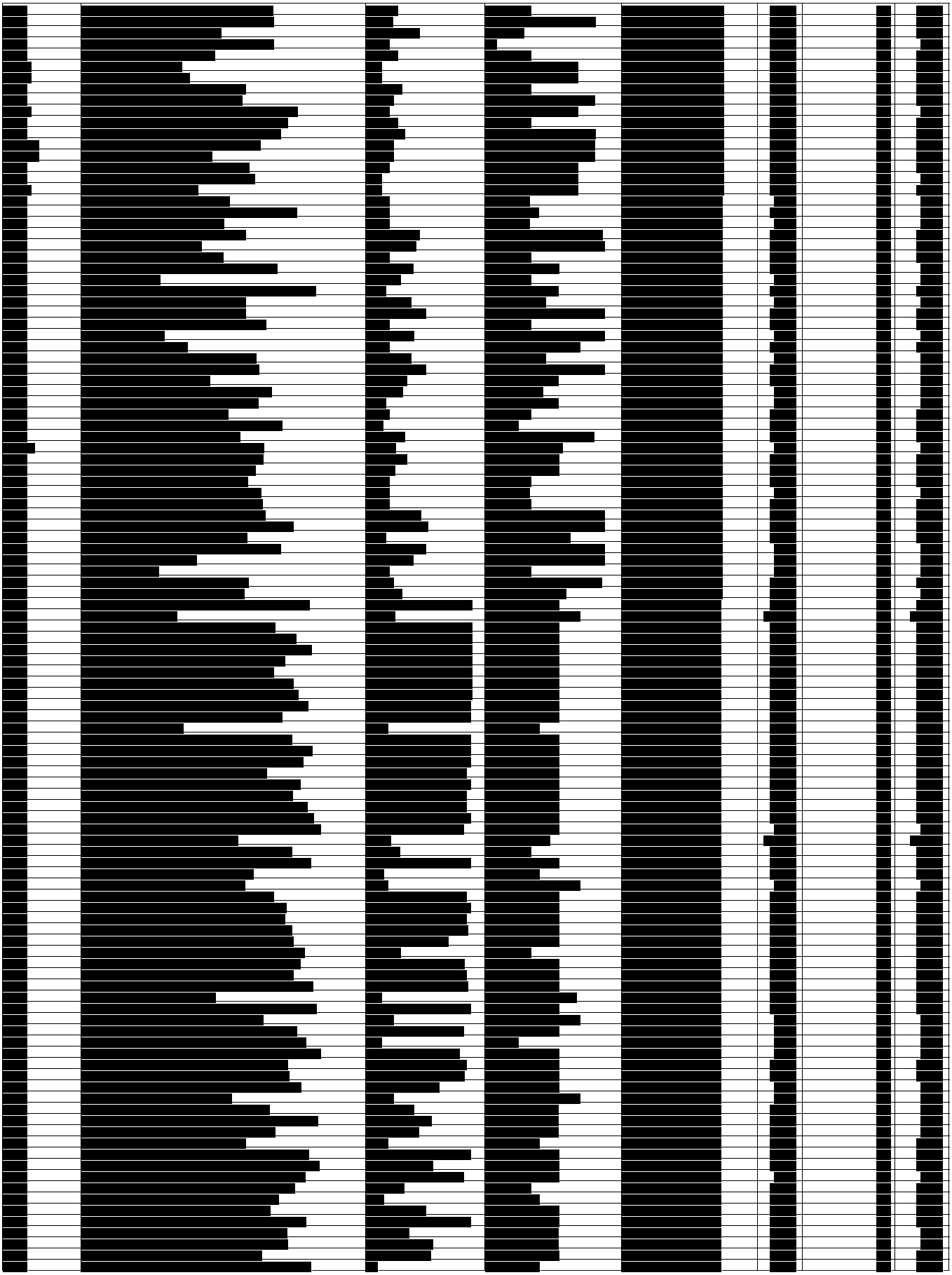


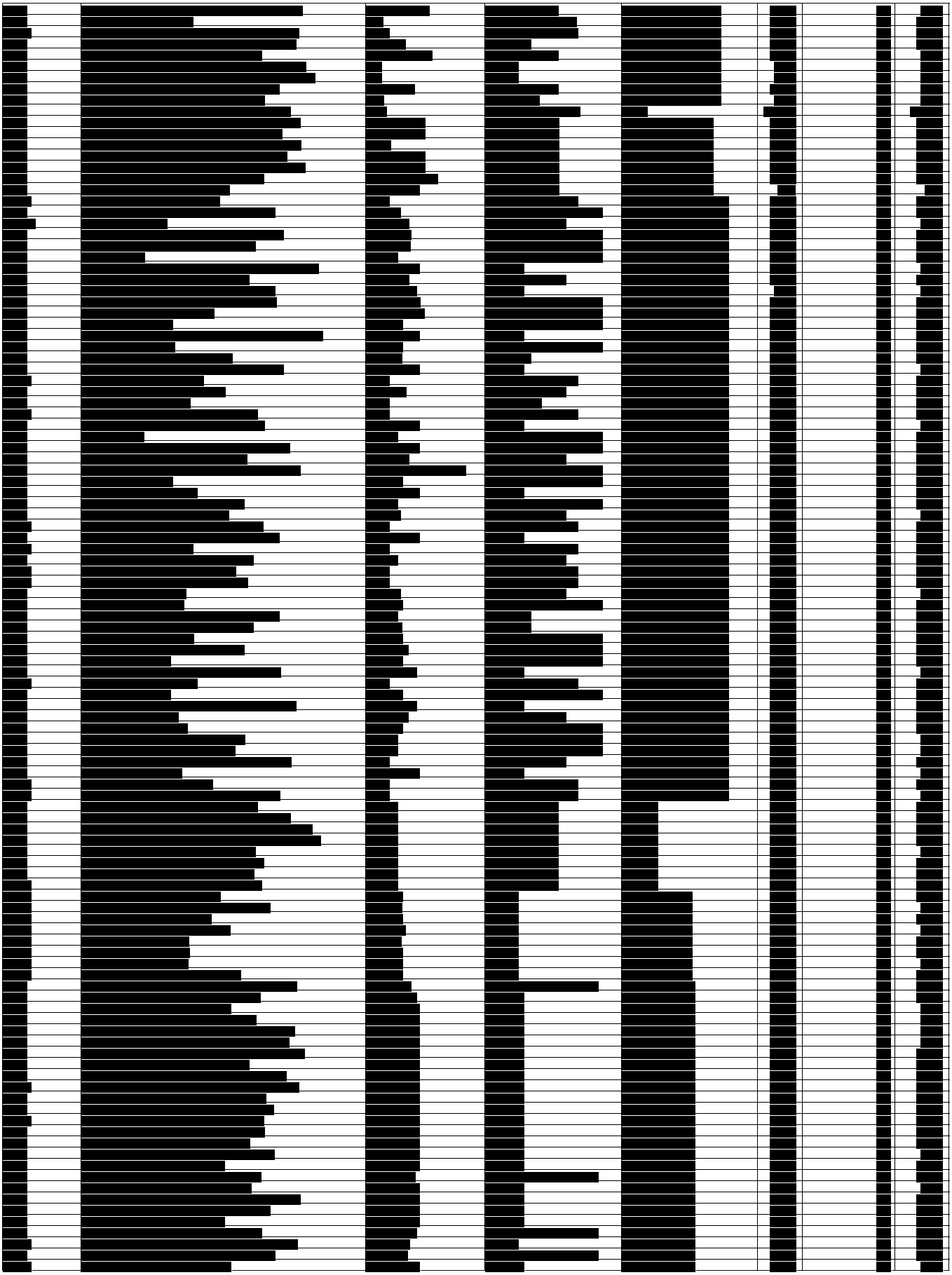


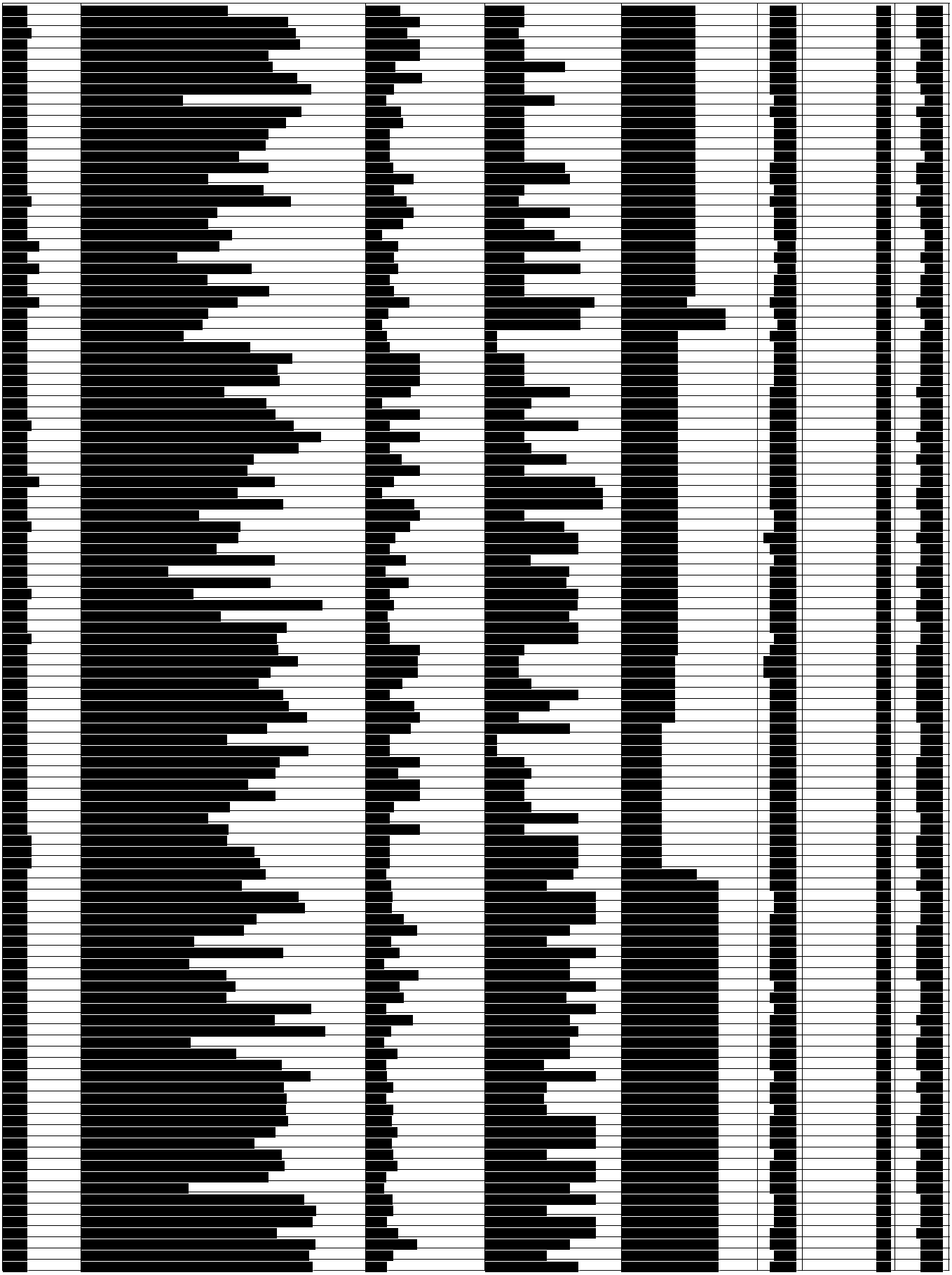


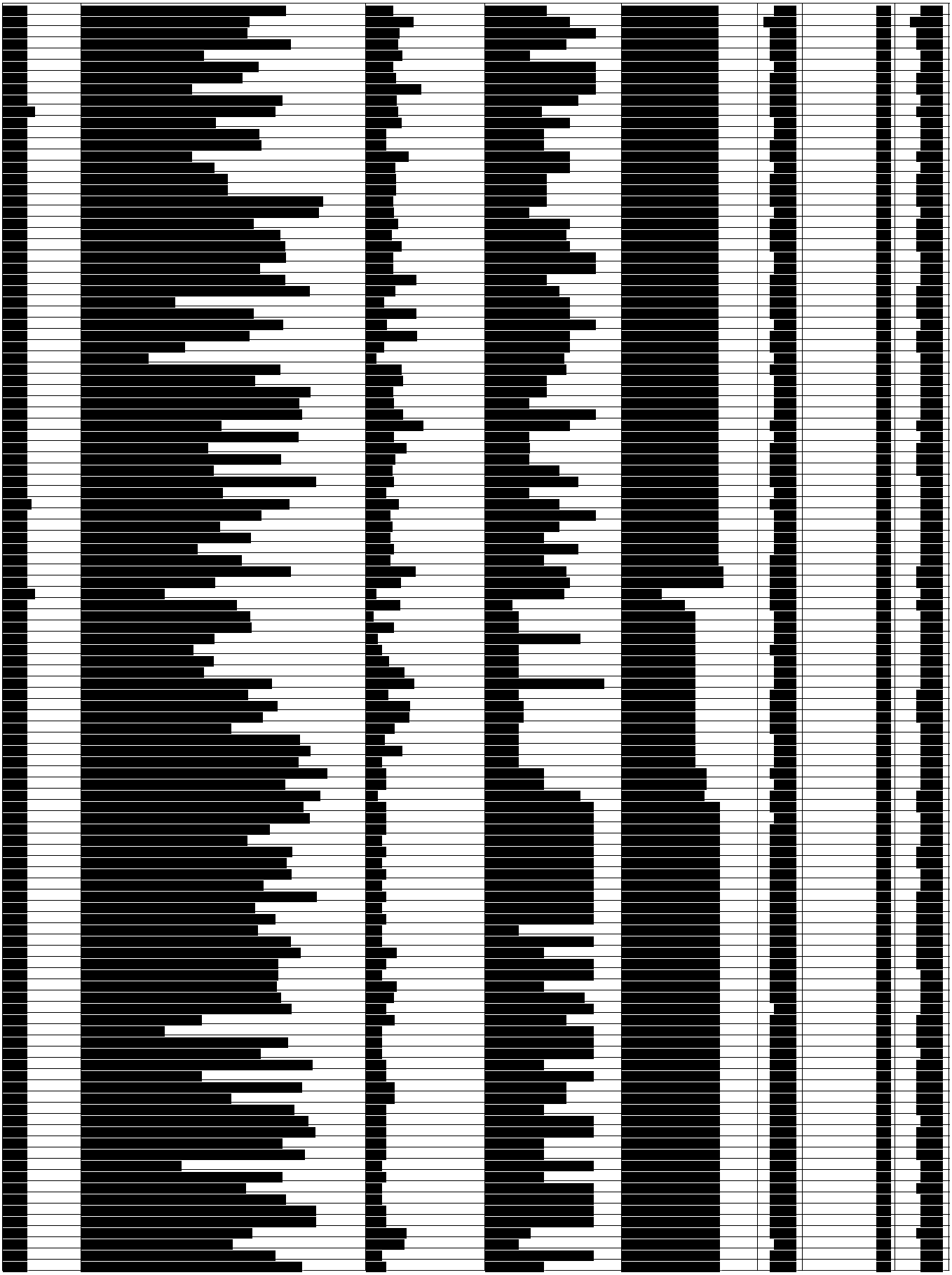




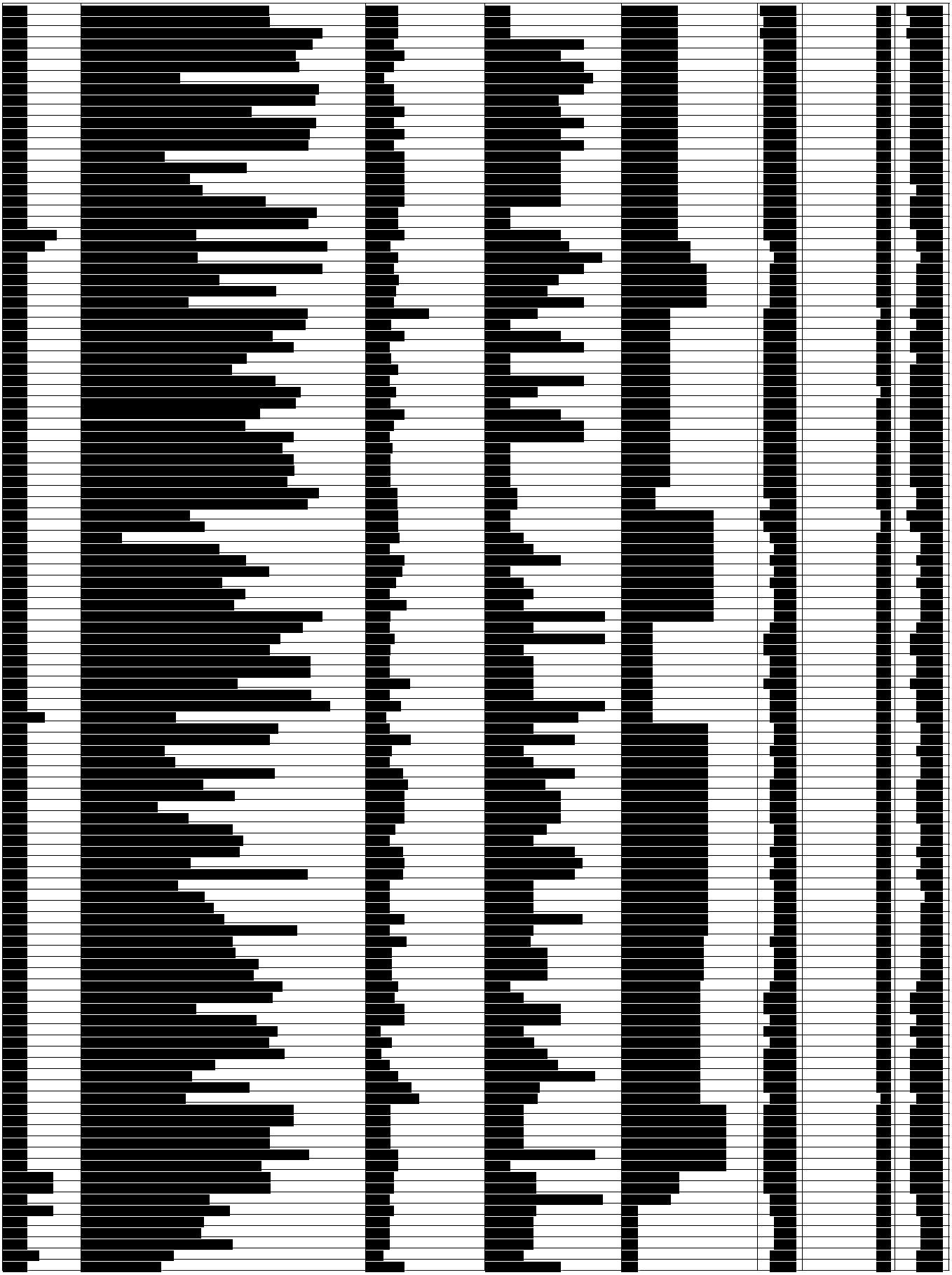


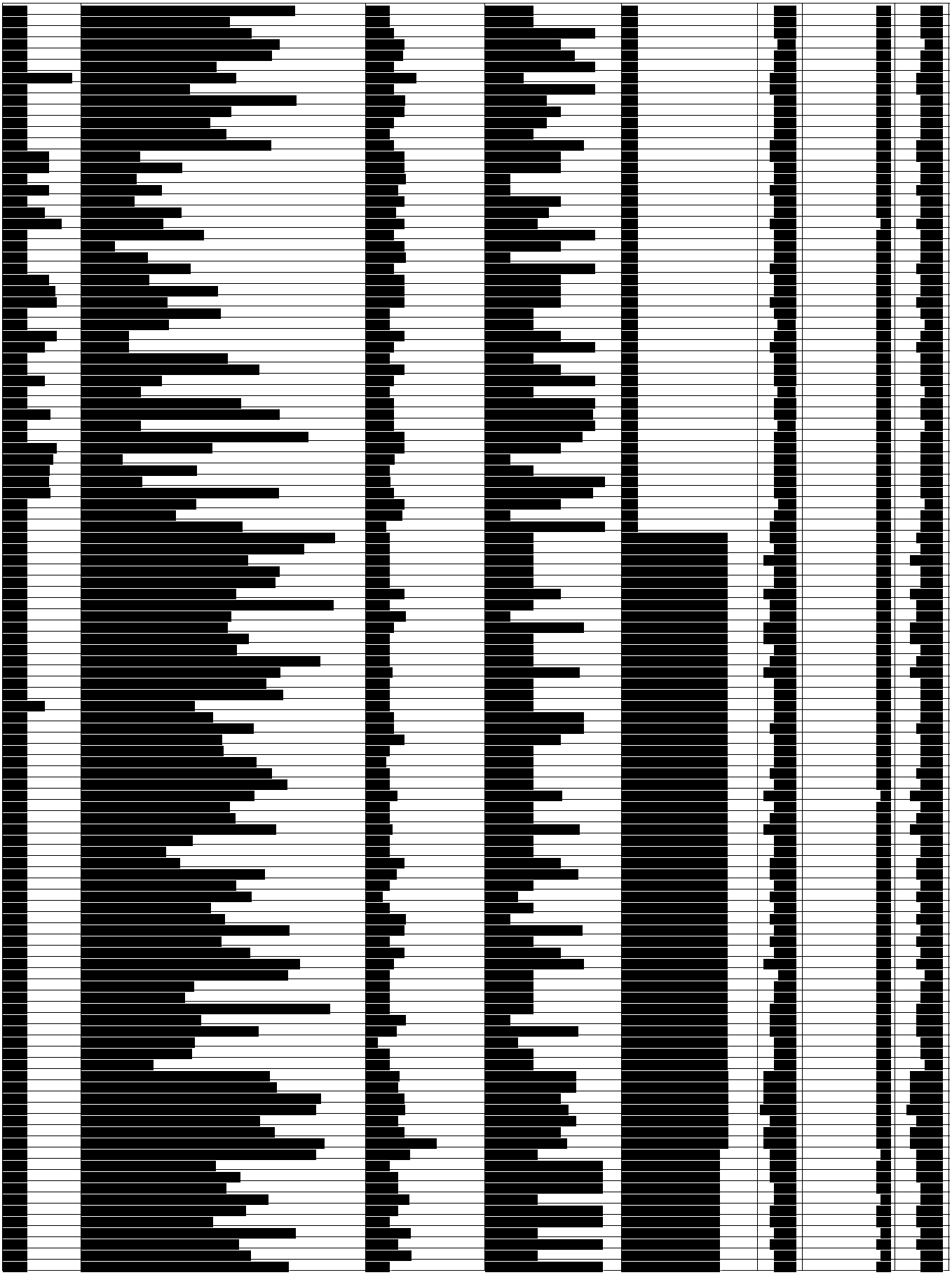


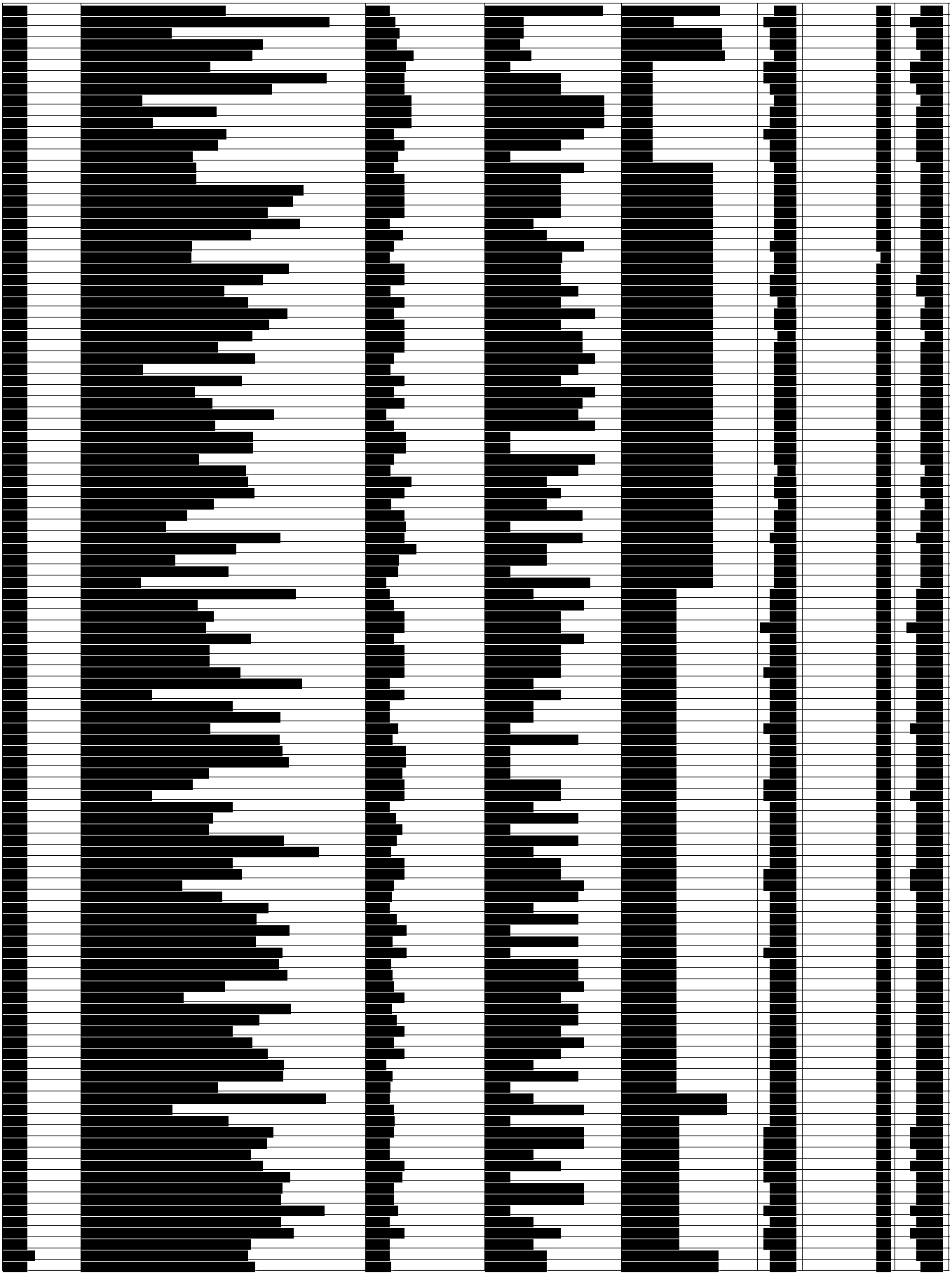


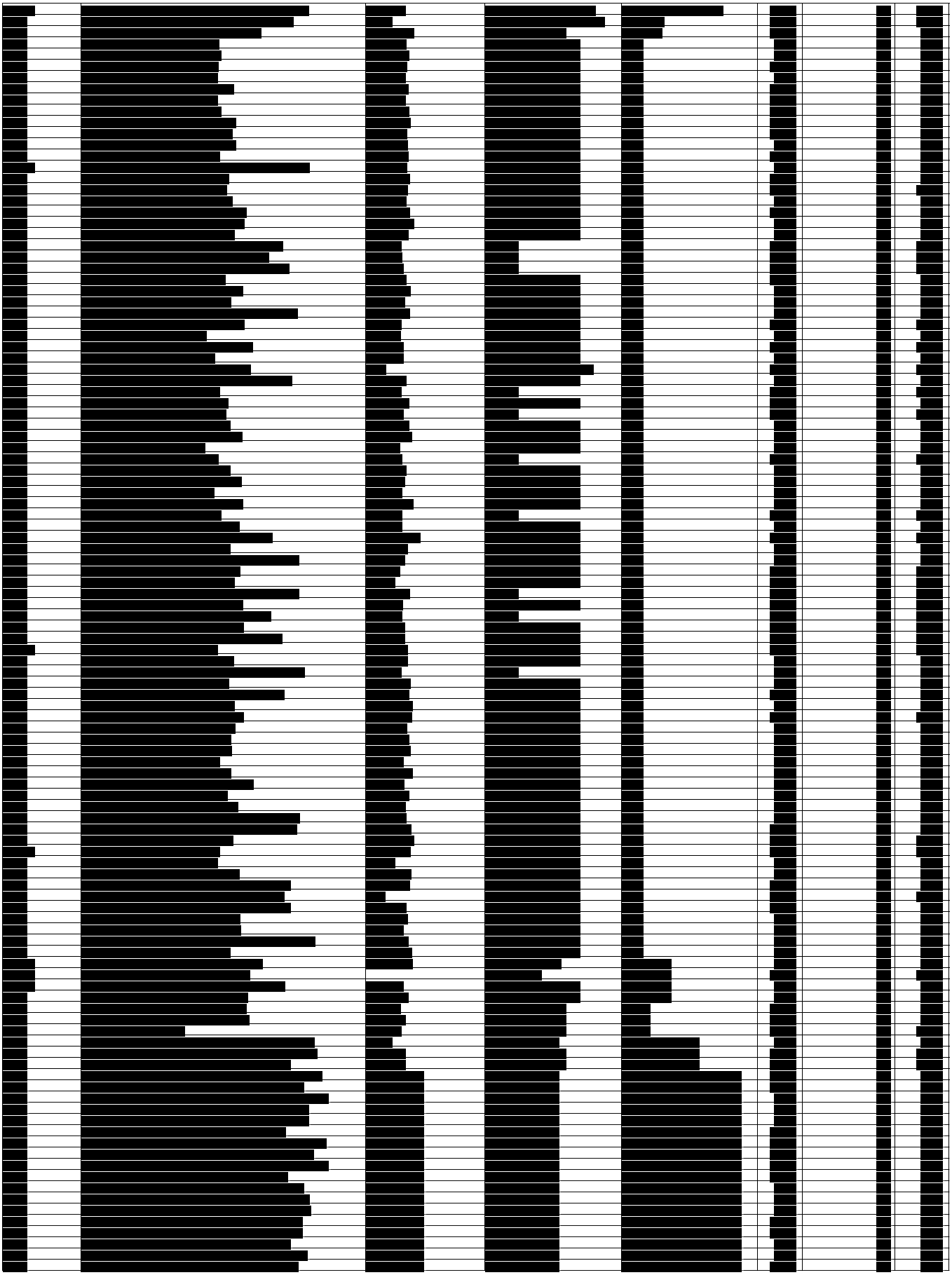


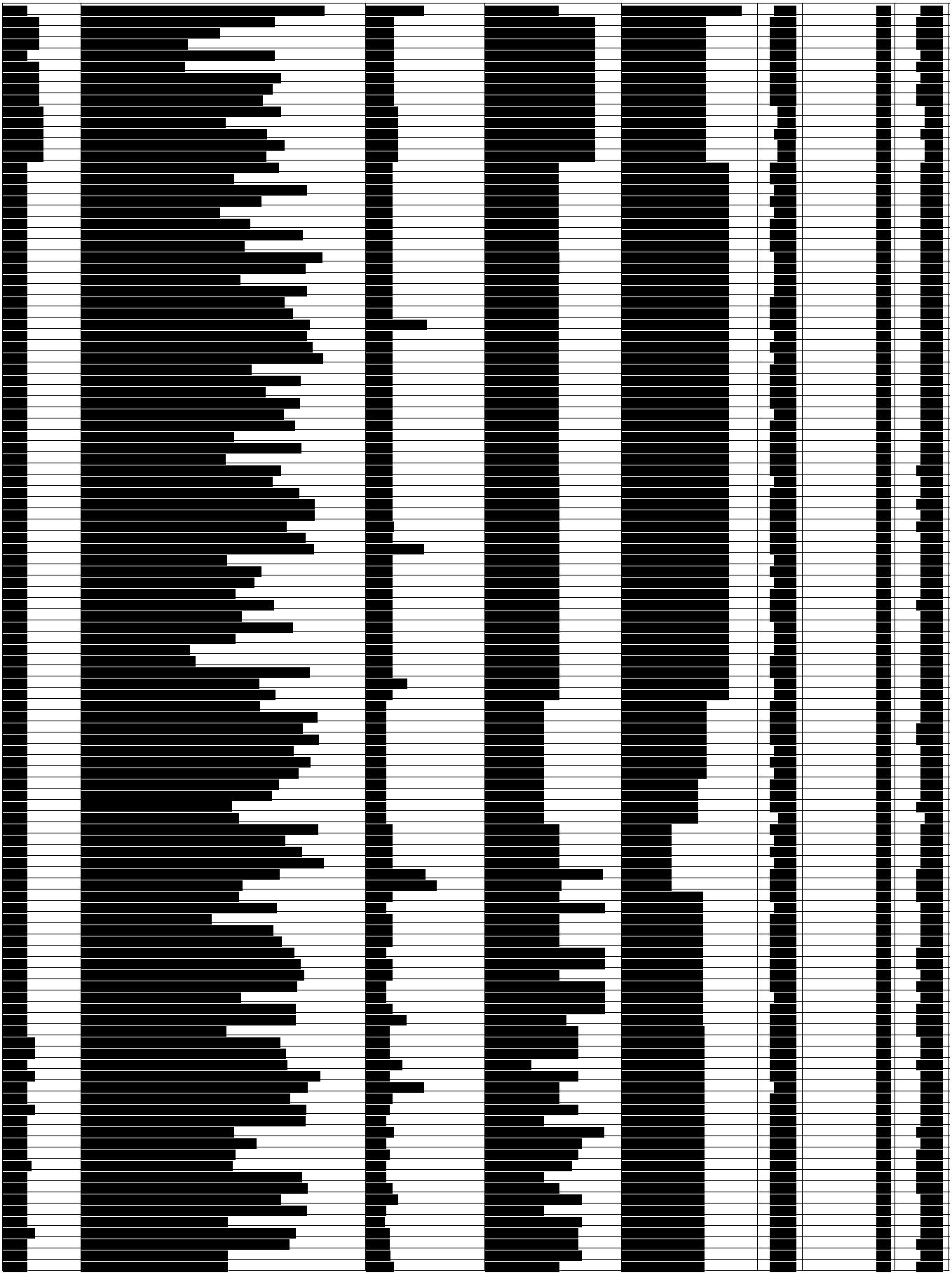
$2,257.60

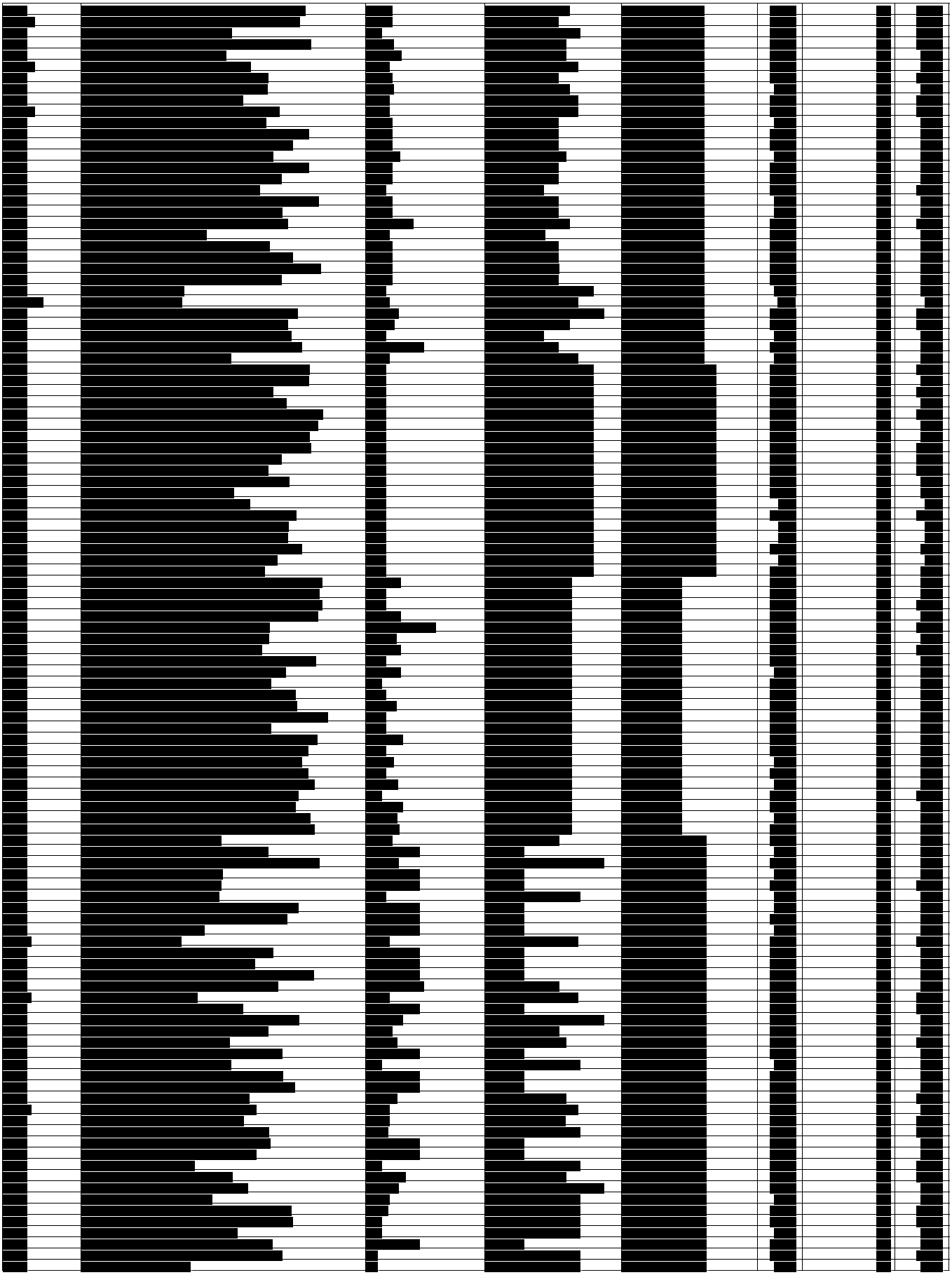


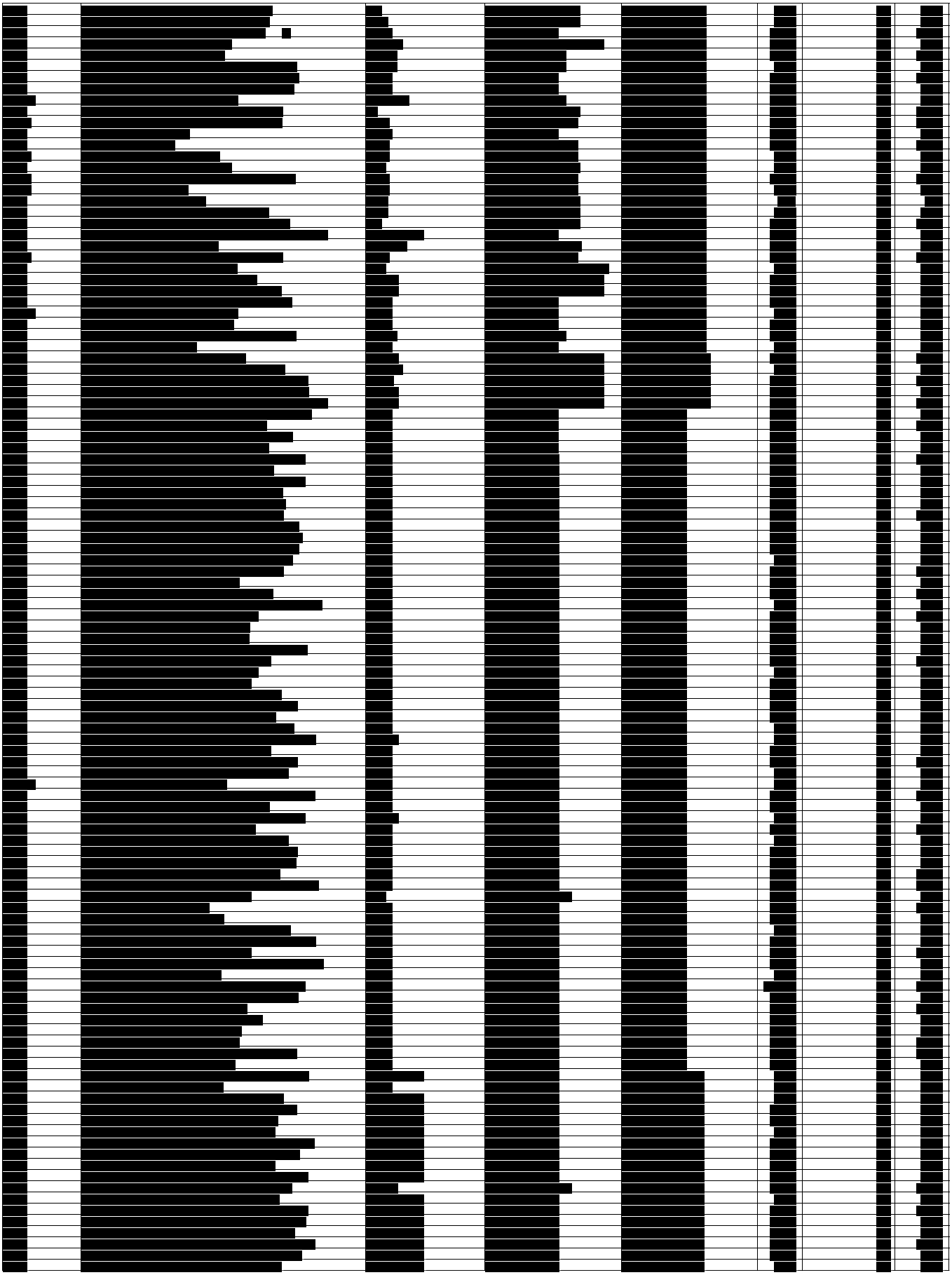


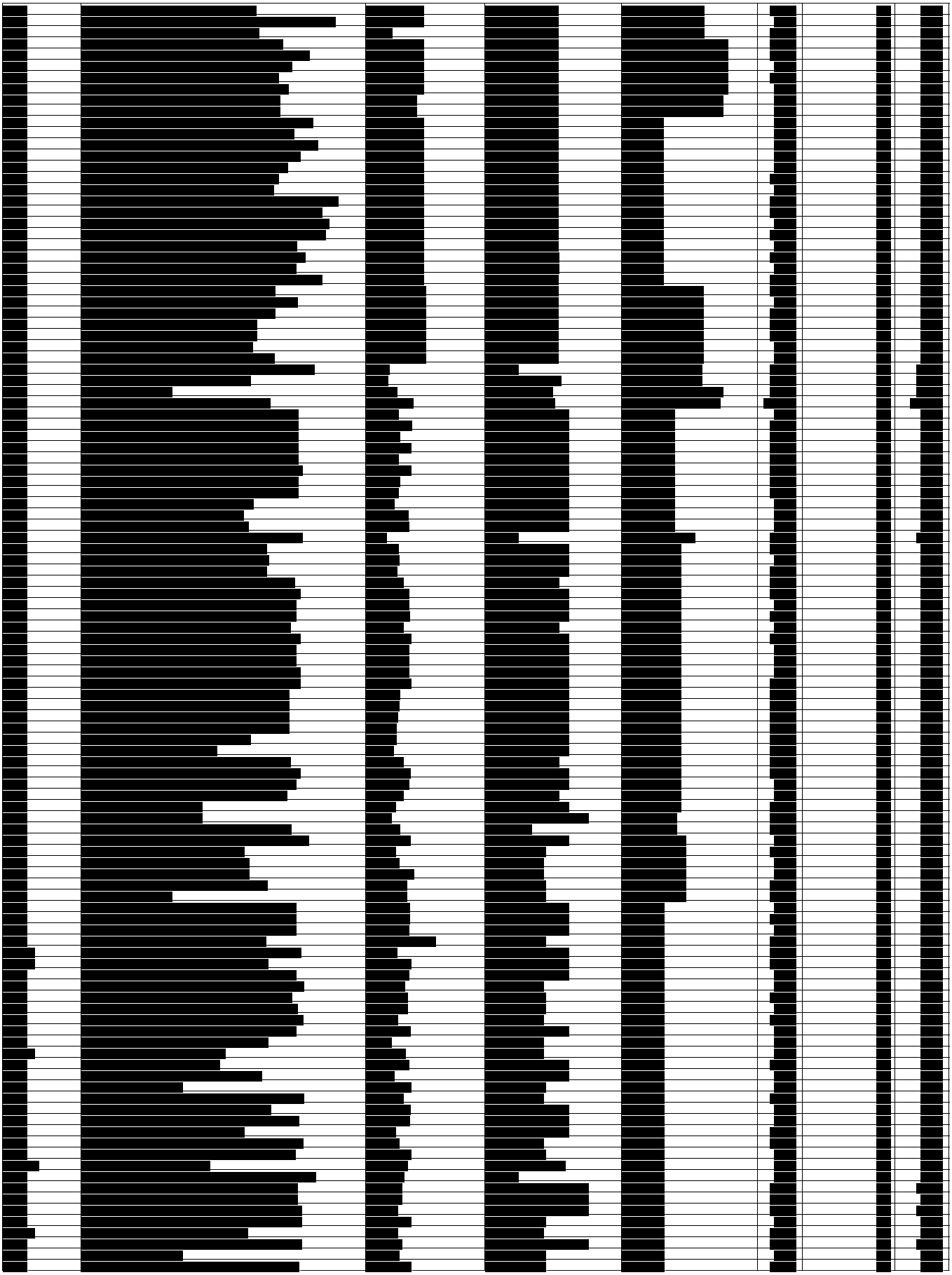


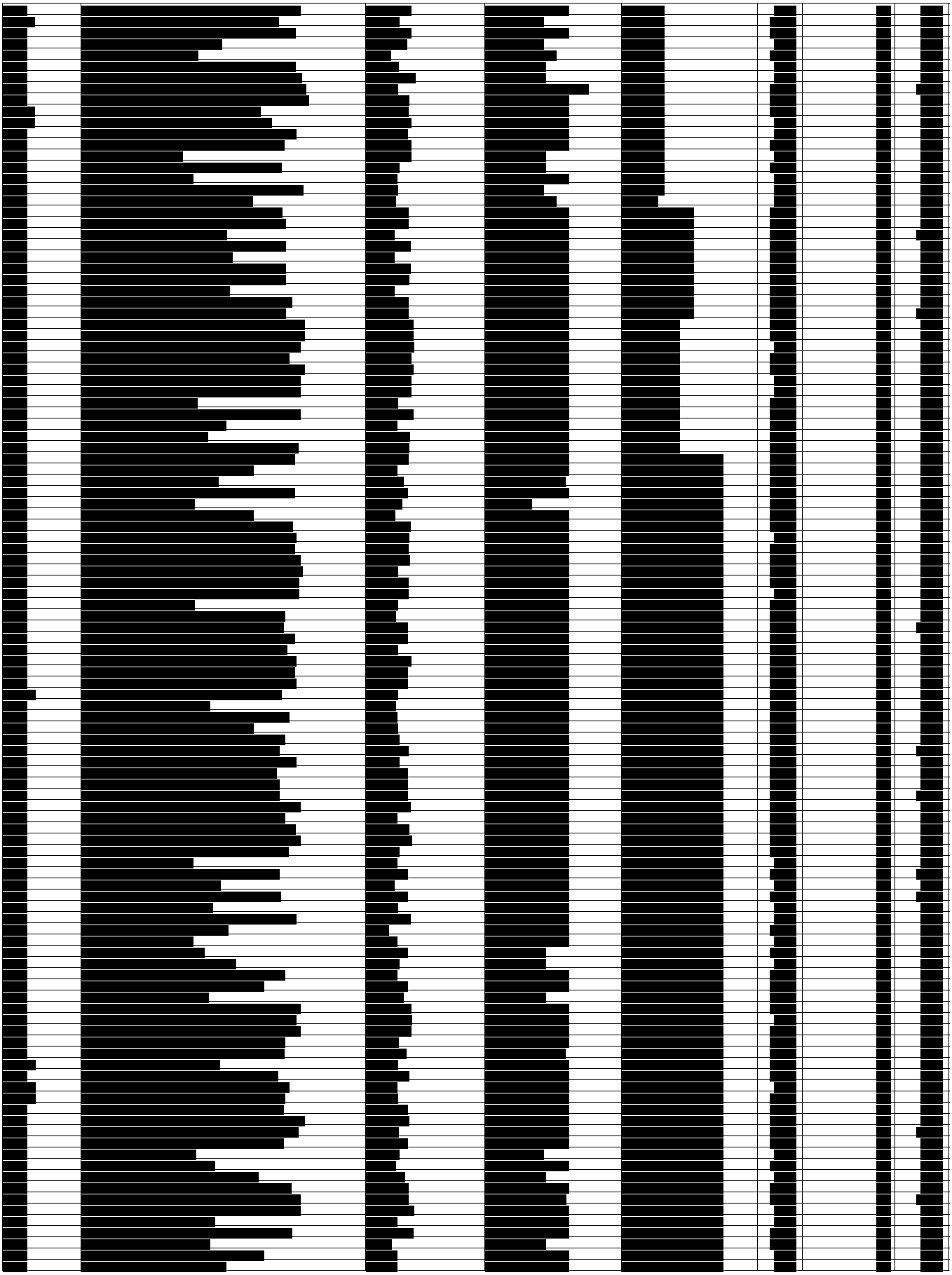


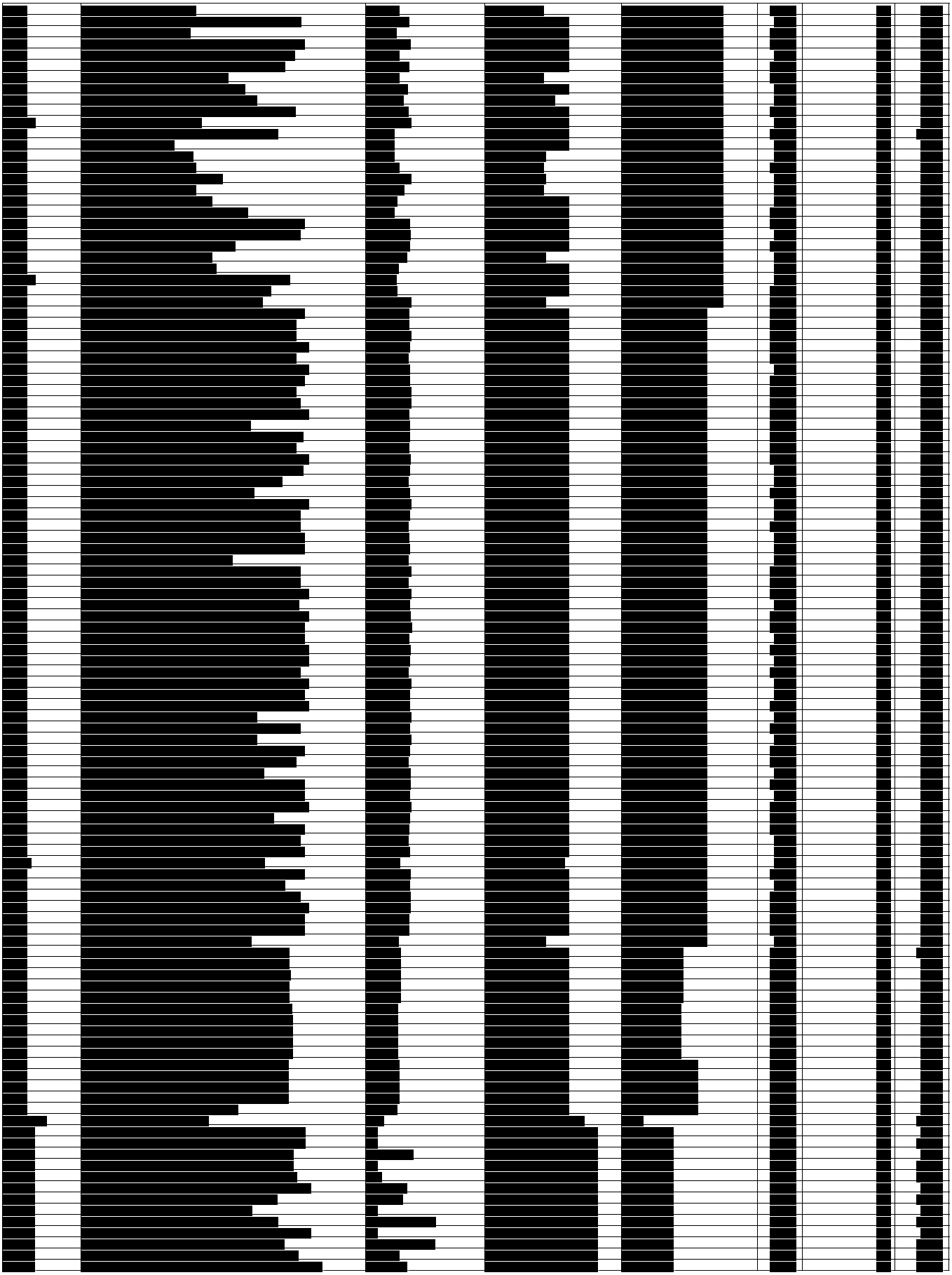


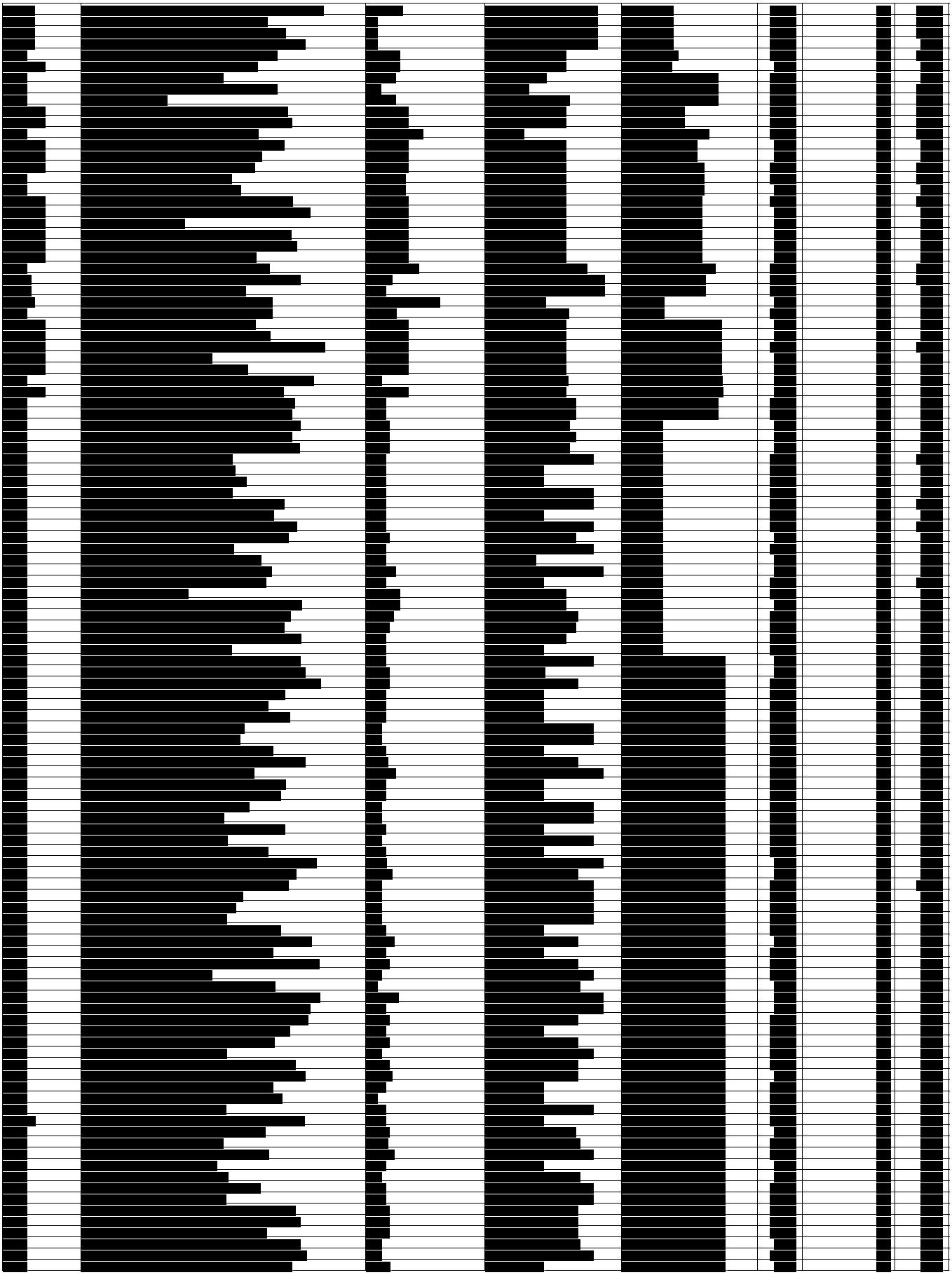


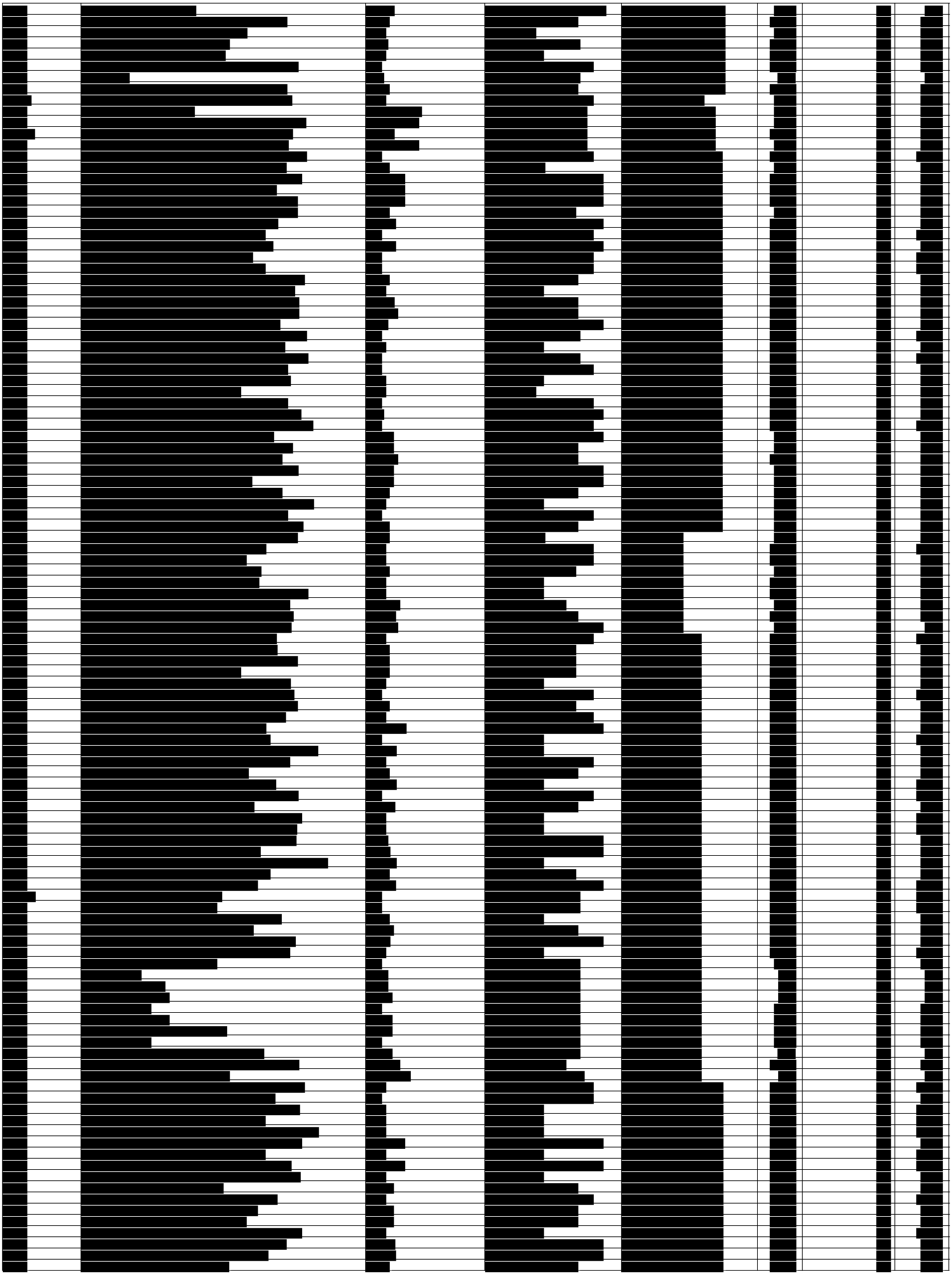


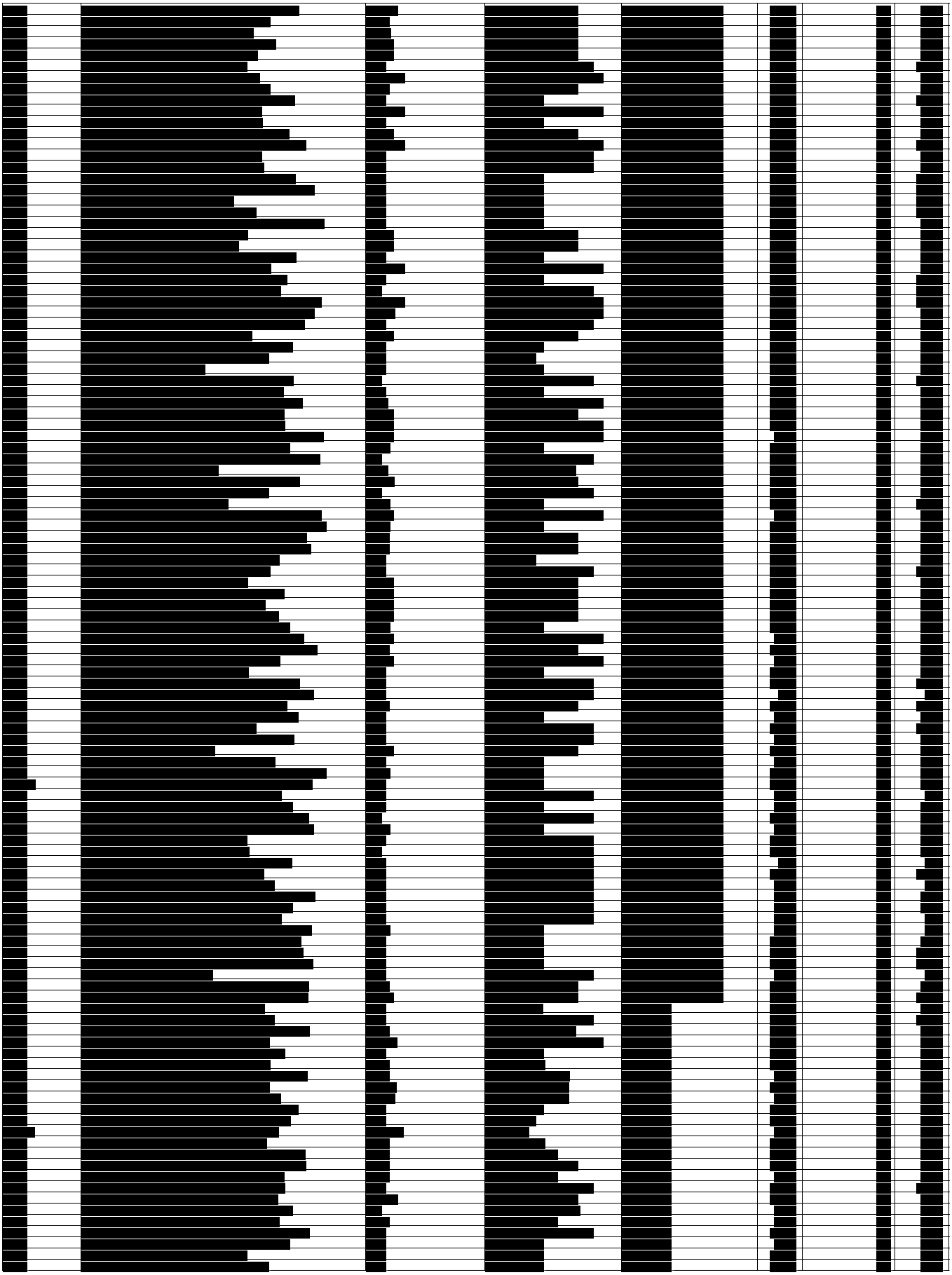


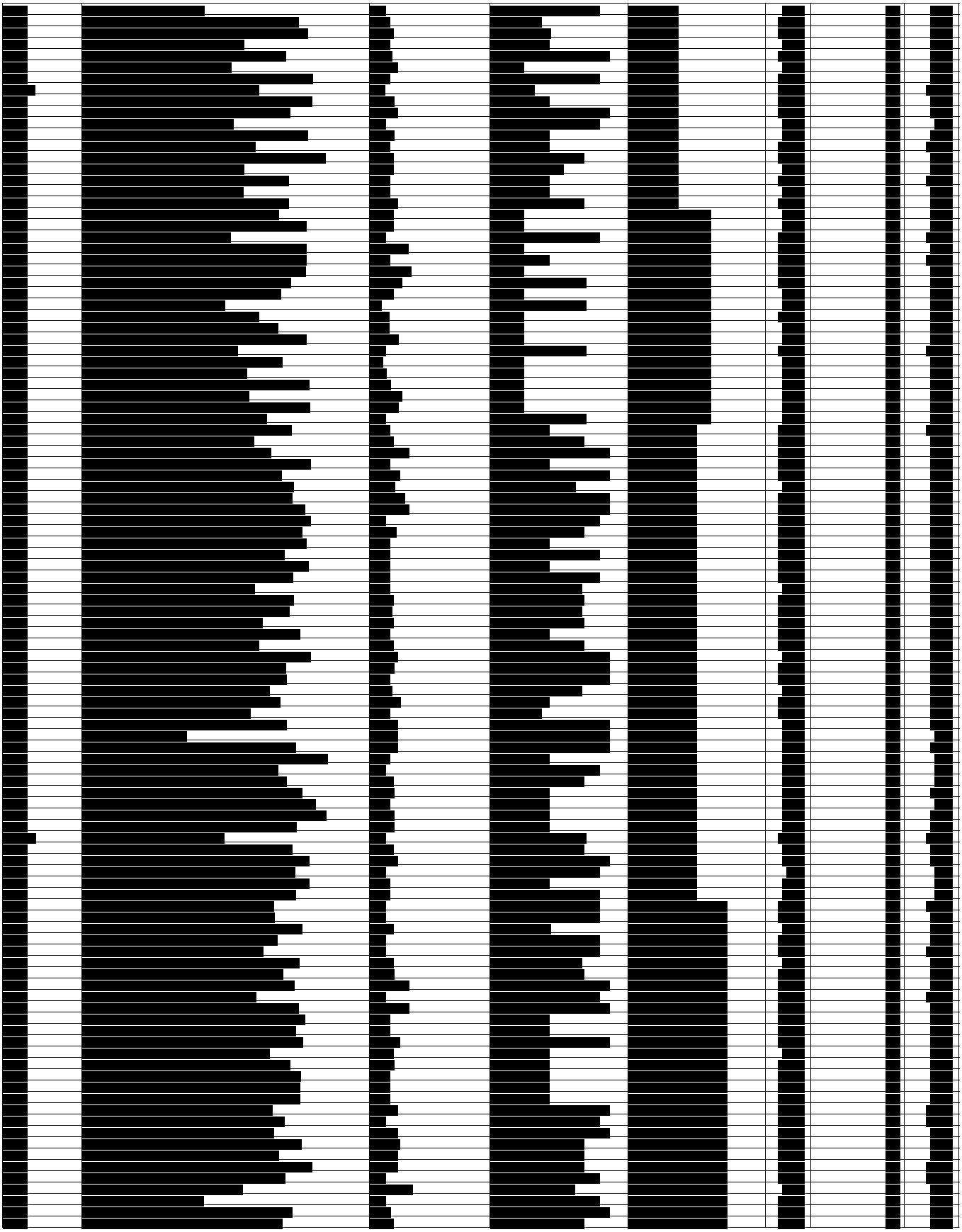












BradyPLUS

Response to RFP

Section 2: Availability of Products and Pricing

V. EVALUATION

Region 14 ESC will evaluate proposals in accordance with the criteria outlined in the solicitation subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. Award(s) will be made to the prospective supplier(s) whose response is determined to be the most advantageous.

Supplier's proposal should include the following for Region 14 ESC's evaluation

Availability of Products and Pricing (40 points)

- Provide pricing for products, services, warranties, etc. supplier proposes to offer. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price

  lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.

Please refer to the attached electronic catalog and price list.

- The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

BradyPLUS and its affiliates understand and will comply with a price hold for the first 12 months, given there are no extreme circumstances beyond and above our control. Any such circumstance will be discussed and approved by the lead agent and will be accompanied by documentation from our manufacturers.

- Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but, cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

BradyPLUS affiliates understand and will comply.

- Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost or pricing based on time and materials for categories or products that would typically use those pricing structures. If time and materials is necessary, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. Products and services provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.

BradyPLUS affiliates understand and will comply.

- Describe if distributors/dealers/resellers/partners will be used to fulfill the contract. Submit a list of those entities authorized to sell under their contract. How often does the supplier

propose to update distributors/dealers/resellers/partners? Purchase orders and payment can only be made to awarded supplier or approved distributors/dealers/resellers/partners and pricing must be less than or equal to the pricing offered by the awarded contract holder.

Waxie's Enterprises, LLC (WAXIE) is a wholly owned subsidiary in the BradyPLUS family of companies, and as the incumbent for our current Region 14 OMNIA contract and bidding entity, will be servicing this contract.

In addition to Waxie's Enterprises, LLC, all BradyPLUS affiliates will have the ability to utilize this contract to aid OMNIA members nationally in products and services offered. The list below contains our current affiliates but could expand through acquisition and will be noted on our website. Any acquisitions would also be eligible to service OMNIA customers through this contract.

Accurate Chemical Acquisitions, LLC	MASSCO
American Paper & Supply Company	Millennium Packaging & Distribution
Associated Paper	Mission Janitorial
ATRA	Mooney General Paper
Brady Industries	North American
Camden Bag & Paper Company	Nevco
Campbell Paper	NEXTGEN
Central Sanitary Supply	North Bay Industries
Cole Supply Co	Northwoods
Cole Supply Co.	Penn Paper
Datek, Inc	PFS Sales
DAYCON	Penn Jersey Paper
Delta Packaging	Qualmax
Detroit Chemical	Royal Paper
Elkins Wholesale Inc	Southeastern Paper Group
F&W Distribution LLC	Sierra Supply & Packaging
FPC Distribution	Sigma Supply
Gorm Inc.	South Jersey Paper Products
Rancho Janitorial Supplies	Southern Janitor Supply
GPMI	Sunbelt
H.C. Walterhoefer & Sons	Swish White River
Hill & Markes, Inc	Topmost Chemical & Paper
HT Berry	Valley Janitorial Supply
Hughes Enterprises	Vasoking
IFS - Individual FoodService	Walter Industrial & Supply
Janitor's Closet	Waxie Sanitary Supply
Janitor's Warehouse	Weiss Bros.
Johnston Supply	YPV Distribution, Inc
Knight Marketing	
KSS Enterprises	

BradyPLUS doesn't handle any transactional elements of the business; WAXIE and all BradyPLUS

affiliates are responsible for fulfilling and billing all POs associated with this submittal. This relationship enhances our affiliates' ability to meet and exceed the requirements for services described in the solicitation because of a broader geographical reach and greater purchasing resources to procure and offer the highest quality products at the lowest price to OMNIA members significantly enhancing our value proposition.

- Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

In most instances freight is included in the price of the item and will be freight free when delivered on one of our trucks and within our delivery area. If an agency outside of our footprint wants to order from this contract, they can but it will incur freight charges. Any such locations would be disclosed and mutually agreed upon prior to any order shipments.

Drop Ship – Though most of our products are delivered on our own fleet, some products will be

delivered by a common carrier to a dock or use of a lift gate. Drop ship orders will most likely have an additional freight fee and will be negotiated between the customer and our local BradyPLUS affiliate. This will also include some special-order items and larger equipment. Drop ship orders will have longer lead times, and will be communicated with the customer at the time the order is placed and may provide updates as necessary should the delivery time change.

Emergency or Rush Deliveries – Emergency or rush deliveries requested by the customer that require special shipping and handling charges may be at the customer's expense, but only with prior approval. Emergency or rush shipping charges shall be added to an invoice as a separate line item. BradyPLUS strives to accommodate our customers' emergencies and does everything in our power to deliver a rush order the next business day after it is received. Although not the norm, expedited delivery can sometimes be accommodated via no-charge, same day deliveries. BradyPLUS does not anticipate the need for any emergency deliveries as a result of our error. However, should such a situation arise, BradyPLUS will cover the associated shipping and handling charges.

Under no circumstances shall our affiliates increase their profit margin through shipping charges. Special Order items will be charged the actual freight incurred, if any. Orders for delivery outside our affiliates' normal delivery area are charged for the actual additional freight from the most cost-effective location.

BradyPLUS and its affiliates are able to provide services for the Continental United States. WAXIE has facilities in Alaska. Customers in Alaska pay an additional fee of $0.40 per pound over the OMNIA price, for delivery on a WAXIE truck in Anchorage and Fairbanks.

- Describe any return and restocking fees.

Returns and Restocking

Returns on products are only available for new, unused items. The item being returned must be unopened, unused, and not damaged. Product cannot be discontinued or suspended in our system. Custom or special-order items cannot be returned unless preapproval is received from the affiliate. Restocking fees may apply but are between the affiliate and the customer.

BradyPLUS affiliates can't take back chemicals that are expired or about to expire, otherwise cred may be given for the returned product dependent on days of purchase and condition of product.

Parts that are eligible for return older than 30 days from the date of purchase are subject to a restocking fee and the customer may be charged freight.

- Describe any additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.

BradyPLUS affiliates may offer agencies additional discounts and rebates but that will be negotiated between the agency and the BradyPLUS affiliate directly and is not included in this master agreement.

BradyPLUS at the discretion of the affiliate is proposing a minimum order fee of $40 for orders under $400.

- Describe how customers verify they are receiving the correct contract pricing.

Pricing and compliance of the contract is managed by our National Account team. This team is responsible nationally for compliance on freight terms, min order fees, payments terms, core list and pricing. This team also does audits during the quarterly rebate to ensure correct pricing for all customers moving forward.

Customers that enter the OMNIA program and purchase through our online platform are only provided the OMNIA pricing as a ceiling and can price be offered pricing below the max sell price but with system constraints pricing will not go above the contractual requirements of pricing by item. All pricing is managed by the National Account Team and customers don't have access to use of the program without going through the correct channel for setup.

We will also provide price list and evaluations to all agencies upon request to ensure the contract is as expected with the customer upfront and before orders are placed. If an agency would like to audit their pricing or orders, we can provide history sales with the pricing and quantity ordered at the time of purchase, this allows customers the ability to validate pricing from orders against the master price list for the contract.

- Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.

Our terms are Net 30 days. BradyPLUS affiliates accept P-cards and credit card payments, there may be a fee of 3.5% applied to the account for the use of P cards/credit cards. This will be negotiated between the individual affiliate and the end user.

- Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.

BradyPLUS and its affiliates understand and will comply with a price hold for the first 12 months, given there are no extreme circumstances beyond and above our control. Any such circumstance will be discussed and approved by the lead agent and will be accompanied by documentation from our manufacturers.

We will be proposing a discount from list structure and the discount percent offered by category, subcategory or manufacturer will continue to be the same if not better overtime.

- Describe how future product introductions will be priced and align with contracting pricing proposed.

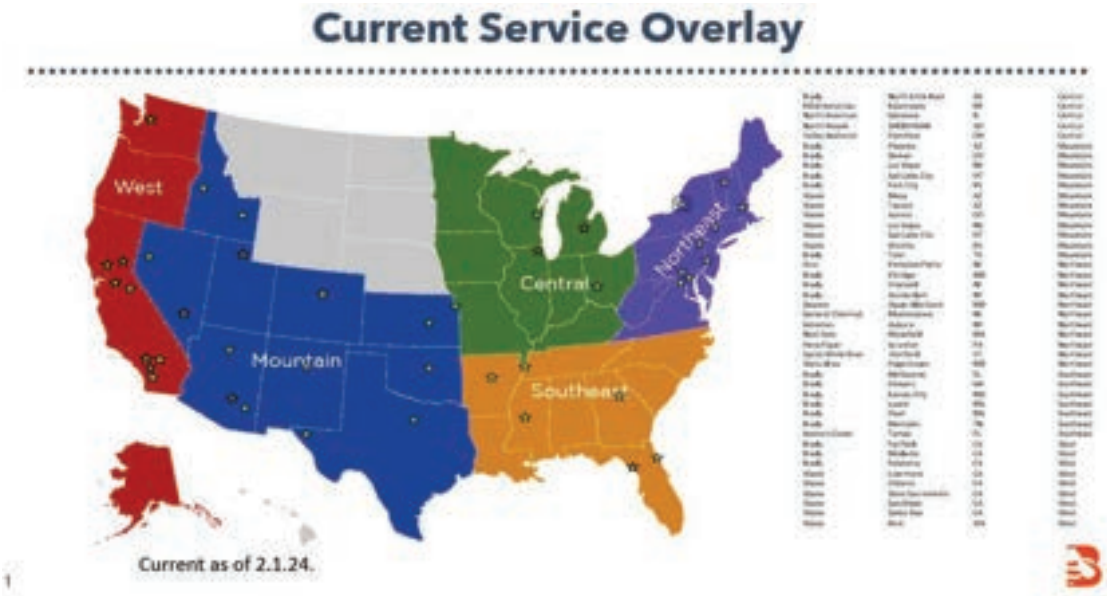
BradyPLUS prides itself in being on the forefront of innovative products and continuously developing our own proprietary branding to offer alternatives to national brands. As a specialized distributor of janitorial and food service disposable products we offer an extensive and robust assortment of products. For these reasons we anticipate that through the life of this contract, the addition of new products and categories will be requested.

All new items will follow the discount from list percent provided in the pricing section of this solicitation. List price will be based on manufacturers' list price (if available), or the list price published by BradyPLUS if a manufacturers' list price does not exist.

If an item does not fall in any of the current categories or if the introduction of a new category is needed and within the scope of this solicitation, we will reach out to Region 14ESC to discuss the addition of the items/category and will request to add through an addendum.

- Provide any additional information relevant to this section.

BradyPLUS has several affiliates with on-site maintenance programs for equipment repair and services. For areas that we do not have in-house services, we have contracted with a 3rd party to help handle all equipment repair and services. BradyPLUS affiliates will work with each customer to customize their onsite programmed maintenance service to help provide the highest equipment availability time at the lowest cost. All equipment repairs and services as well as the parts needed in order to service the equipment will be offered at a 10% discount from list.



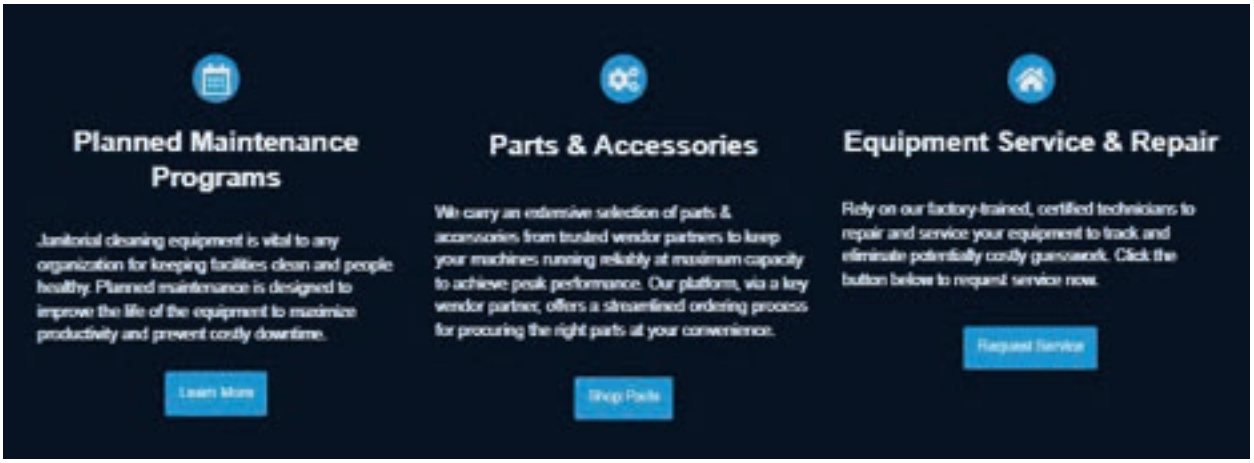


Exhibit A: Repair Services Brochure – Attached exhibit showcases Waxie's equipment repair services and preventive maintenance guide. This is a great example of the additional services most of our affiliates offer. Not only do we provide a large assortment of equipment brands and options, but we offer all the necessary services and parts necessary for repairs. This ensures that the product you purchased is maintained and working as expected.

BradyPLUS

Response to RFP

Section 4: References and Experience

References and Experience (20 points)

- Provide a brief history of the supplier, including year it was established and corporate office location.

BradyPLUS, established in 2023, is the nation's premier specialty distribution company supplying customers with a diverse selection of essential products including facility care, food service disposables, packaging solutions. BradyPLUS has a robust infrastructure with over 180 locations across the U.S., 6000 associates and 9+ million sq ft of warehouse space to service our customers. BradyPLUS and its growing family of Affiliates are strategically positioned to help businesses thrive through a multi-faceted approach to make facilities cleaner and people safer, every day. With 61 Affiliates and continuously growing we have combined annual sales of over $5B.

Though BradyPLUS is a newly established company, the 61 affiliates that make up the company have a long business history ranging from 20 to over 130 years of service in this industry. This history comes with a wealth of experience as long-time distributors of public sector clients. Our key deliverables to our public sector customers are contract compliance, competitive pricing, and a robust product offering. We pride ourselves on our ability to offer onsite solutions and services through our expert and seasoned sales team.

WAXIE Sanitary Supply, one of 61 affiliates under the BradyPLUS' umbrella of companies was founded in 1945 and has carried a proud history of honoring our customers, communities, and family values. This attitude is embodied in our company motto: The Most Trusted Name in Clean. Since 1945. WAXIE has long been focused on our customers and prides ourselves on helping businesses keep their facilities cleaner, healthier, greener and safer. We are passionate about what we do and committed to delivering that passion to our customers. WAXIE Sanitary Supply has also had a long history with both Region 14 ESC, 8 years as a contract holder, and OMNIA, 13 years as a distributor of products under OMNIA contracts.

Collectively through its affiliates, BradyPLUS has gained extensive experience working with public sector customers through national cooperatives such as OMNIA. We have successfully served numerous educational institutions, like Clemson University, University of Virginia and University of Oregon to understand the unique challenges they face and have tailored our products and services to meet their specific needs. Our engagement with public entities has been focused on providing comprehensive solutions that enhance the quality of their environments to the benefit of all that use public resources. We take pride in our ability to establish long-term partnerships with public entities, consistently providing high-quality products, reliable customer support, and innovative solutions. Our track record demonstrates our commitment to this sector and our ability to adapt to evolving demands in our rapidly changing and unpredictable industry landscape.

- Describe supplier's reputation in the marketplace.

At BradyPLUS, we work hard to help our customers and their teams solve the most demanding industry challenges with the most effective products and solutions. Here's how we do it:

- ***RELIABILITY*** - Your success depends on an efficient supply chain. We deliver consistent quality, ensure product availability, and add value, even as markets shift.

- ***SIMPLICITY*** - We deliver a full range of tailored business solutions that make it easy to achieve

your goals and meet your unique business needs. Whatever they may be.

- ***EXPERTISE*** - We're a team of industry experts focused on providing real insights and recommendations to help take your business to the next level.

- ***SERVICE*** - We're always ready to roll up our sleeves and help you get the job done. We're not just a catalog or online resource—we're a hands-on extension of your team, and we take pride in helping YOU succeed.

- ***SOLUTIONS*** - We're your problem-solver, clarifying your goals and customizing solutions that energize your enterprise, one that improves efficiency and lowers costs.

- Describe supplier's reputation of products and services in the marketplace.

We pride ourselves in being on the forefront of innovative products and are continuously developing our own proprietary branding to offer alternatives to national brands. Our proprietary brands are consistent in quality while still offering customers everyday low cost. BradyPLUS plans to continue the efforts of WAXIE Sanitary Supply but on a larger national scale by offering OMNIA Partner agencies and Region 14ESC a comprehensive line of products for cleaning, maintenance, food service disposables and safety for all types of environments encountered in public sector facilities.

BradyPLUS carries the largest national brands including 3M, Diversey, Ecolab, Spartan, Heritage, Inteplast/PITT, GOJO/Purell, HOSPECO, Supply Source (Impact), Georgia Pacific, Kimberly Clark, Essity, Nilfisk-Advance, Karcher/Windsor, National Super Service, ProTeam, ICE and Rubbermaid. OMNIA members will have access to over 40,000 catalog products and over 500,000 machine parts. By offering a large variety of products and system solutions, BradyPLUS affiliates provide our customers with the benefit of having the necessary product choices to outfit their buildings and facilities as they see fit.

- Describe the experience and qualification of key employees.

Amanda Parent – Senior Director National Accounts

Amanda has worked in the janitorial distribution space since 2012 and is well versed in janitorial products and how to develop cleaning solutions for customers.

She has directly worked in promoting state and cooperative contracts since 2019 and has managed several contracts by helping promote growth and usage of the contracts through WAXIE's sales team. She has attended both educational seminars and trade shows related to Public Sector over this time frame to include NIGP, NAEP, etc.

Amanda has had the responsibility of managing and leading the adoption of cooperative contracts across BradyPLUS affiliates at a national level for the last 5 years. She has been the single point of contact for Region 14ESC and OMNIA over this time as well.

- Describe supplier's experience working with the government sector.

BradyPLUS has a long history of implementing janitorial contracts with several state agencies, larg national cooperatives, universities, and regional cooperatives. As an example, WAXIE has been

partner of OMNIA and Region 14ESC since 2012. We have worked with over 5,000 agencies since the implementation of this contract. Additionally, Waxie Sanitary Supply assists with additional OMNIA contracts of substantial size with the City of Tucson, and University of California. We are also well versed in supplying state agencies as we currently have contracts with these states; Utah, Alaska, California, Arizona, Nevada, Georgia, South Carolina, Washington, and Oregon. All these contracts are large complex executions, typically with an integration of systems and based on a unique set of shipping, pricing, and product requirements.

BradyPLUS has successfully marketed this contract as well as others to over 5,000 public sector end users with over 20,000 Ship-to locations. Each end user mandates whether they require a participating addendum or inter-local agreement. BradyPLUS has negotiated several hundred such agreements since the inception of this contract in 2012. Each step in the process is completed and all contract compliance issues are reviewed quarterly with major end users and the parent organization, state, or GPO. These contracts require the dissemination of very accurate information internally and externally as well as the ability to meet diverse customer needs with respect to products, training, and logistics.

- Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

None

- Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

County of San Diego
Jack Pellegrino
Director, Department of Purchasing & Contracting
Jack.Pellegrino@sdcounty.ca.gov
30+ years serviced
Facility Suplies – Annual volume: $675K

University of California Office of the President
San Diego, CA
Silvia Rivera Vasquez
Senior Manager of Facilities, Maintenance and Capitol Programs
Silvia.riveravasquez@ucop.edu
510-987-9660
30+ years serviced
Facility Suppliers – Annual volume: $12

Phoenix International Airport
Kelly Hall
Facilities Contract Compliance Lead at Sky Harbor International Airport
602-315-3034
Kelly.hall@phoenix.gov
Phoenix, AZ
16 years of service
Facility Supplies – Annual volume: $2.4M

San Francisco Unified School District
Samuel E. Perez
Manager, Custodial Services
perezs1@sfusd.edu
(415) 919-8506
Facility Supplies – Annual volume:$1M+

Oregon State University
Housing & Dining Services
James Cordle
Custodial Operations Supervisor
541-971-8851
james.cordle@oregonstate.edu
Corvallis, OR
7+ years of service
Facility Supplies - $500K

- Provide any additional information relevant to this section.

BradyPLUS

Response to RFP

Section 5: Value-Added Products and Services

Value Added Products/Services (10 points)

- Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.

Installations

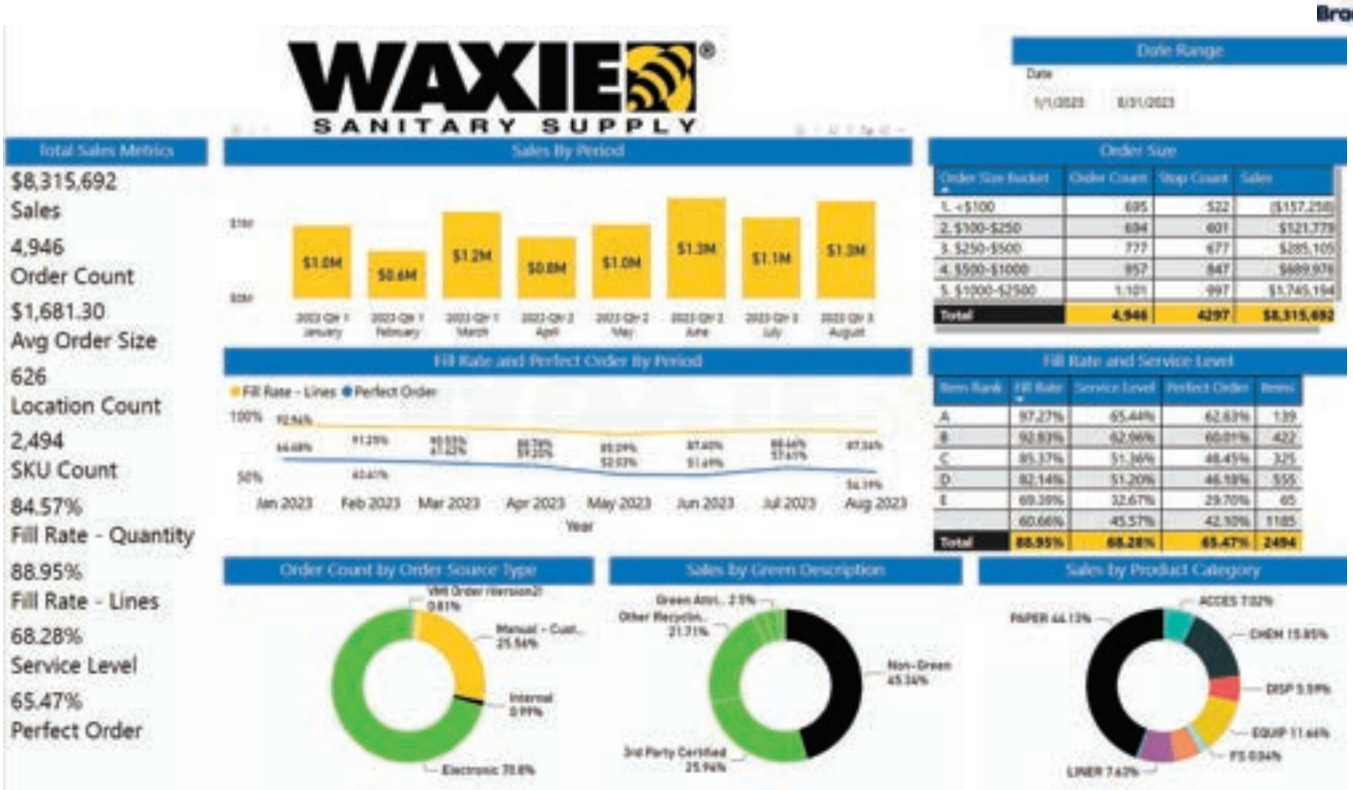
BradyPLUS affiliates provide the coordination of installation for dispensing products sold under this contract. Dispensers and installations are often provided directly from manufacturers or affiliate for toilet tissue, paper towels, hand care products and cleaning chemicals. BradyPLUS affiliates will provide a complete breakdown of all options available to customers so that they receive the best fit dispensers at the lowest acquisition and installation cost. Note that all available manufacturer's dispenser and installation programs will be made available to every customer. Manufacturers often provide dispensers and installation at low or no cost but will be dependent on refills purchased and size/scope of project.

Reporting Capabilities

The following standard reports are an example of the reporting that can be delivered with any frequency the customer desires:

Diversity Spend Summary - Percentage of products supplied by diversity suppliers (small business, women-owned business, service-disable veteran-owned business, etc.)
Green Product Analysis - Percentage of sales of green products by product category and the top ten green items sold
Sales Summary - Summary of sales, current month over previous month, current quarter over previous quarter, and rolling thirteen (13) months of sales
Accounts Receivable Information - Summary of total accounts receivable information plus the current amount and aging information
Service Level and Fill Rate - Service Level displays the number of orders delivered 100% complete, and Fill Rate displays the percentage of items filled 100% complete
Fill Rates by Product Category - Percentage of products filled at the product category level for the current and last three (3) quarters
Product Mix - Pie chart displaying the overall product mix by product category
Vendor Mix - Pie chart displaying the overall product mix by vendor category
Order Count - Line chart displaying the total order count over the last thirteen (13) periods
Core Spend as a Percentage of Sales - Sales of core items sold by category over the current and last three (3) quarters
Average Order Size - Line chart displaying the average order size over the last thirteen (13) periods
Backorder Count - Line chart displaying the number of items back ordered over the last thirteen (13) periods
Order Source Statistics - Order count, by the specific order source for the current and last three (3) quarters
Key SKU Information - For example, Top ten (10) items sold for the current and last three (3) quarters

Additionally, BradyPLUS provides a variety of ad hoc and scheduled custom reporting. Examples include electronic billing files and Spend Management. Agencies can work with their affiliates to determine the reporting necessary and what reporting is available at that location.



Essential 8 and Site Assessments

Essential 8 is a comprehensive approach that identifies opportunities in a facility to help our customers achieve cleaner, healthier, safer, more productive, and more sustainable facility management and operations.

There's nothing more important than keeping our community healthy and safe. BradyPLUS recognizes that the supplies we offer help provide a clean, healthy, safe, and sustainable environment for students and staff at the lowest cost. Our Essential 8 approach will enhance your agency's public image and lower operating costs.

BradyPLUS prides itself on having outside Sales Consultants that provide the human element to distribution. Through site assessments our sales team provides solutions and suggestions for providing a clean, healthy, safe, and sustainable environment. We then provide feedback both from our Sales Consultant and the customer on how to improve on the current condition throughout the facility. Our facility assessments can focus on the entirety of the property or be a continuous effort between the customer and our team by tackling one area of the facility at a time. This approach really allows our sales team to become familiar with your facility and take the guess out of the products you need. This ultimately allows us to be the solution providers and allows customers to focus on other aspects of their business.

Exhibit F: E8 Facility Care Assessment

Exhibit G: E8- K12

Exhibit H: E8 EDU

Green Partner Support

Customers that are interested in working with BradyPLUS to investigate all areas of sustainability in their buildings can utilize or GPS Program. One such example is WAXIE's GPS program. The program is designed to survey and recommend product and process changes that have a lasting positive effect on the environment. The program allows for tracking green product spend as well as employee training on the proper products and processes to reduce the overall impact on the environment of cleaning operations.

Training

Several BradyPLUS affiliates have online training which provides basic custodial operations training and testing online. The program allows supervisors to track and archive employee performance. All modules are available in English and Spanish.

Customers can receive customized training programs onsite through BradyPLUS sales professionals and through our manufacturer's representatives and their training staffs.

Equipment and Chemical Specialists

BradyPLUS offers the most knowledgeable and well-trained consulting capacity of any facility supply distributor. BradyPLUS affiliates employ Equipment and Chemical Specialists at all most of our locations to provide answers and best practices regarding utilization and efficacy of the equipment and chemical products we sell.

VMI Capabilities

Some BradyPLUS affiliates have Vendor Managed Inventory capabilities. An example of this is WAXIE's Virtual Managed Inventory (VMI) program provides easy ordering for managed inventory. WAXIE VMI uses a smart device app to collect and transmit your inventory order. VMI is available for iOS, Android and Windows 8 tablet devices.

VMI uses QR Codes to quickly identify the closet where inventory is required. Par levels are established for each product in the closet for quick and easy ordering. Simply enter the quantity on-hand into the VMI app, and the app will calculate the quantity needed to replenish to the Par level. Users will have access to only the closets where they are responsible for the inventory.

Exhibit I: VMI Brochure

BradyPLUS

Response to RFP

Section 3: Ability to Perform including Appendix B

Ability to Perform (30 points)

- Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

- The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.
- Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

BradyPLUS affiliates offer a variety of ways for customers to order, including online ordering, email, fax, and phone. We have over 1500 sales associates nationally that can help you develop solutions for all your Janitorial Supplies, Equipment and Services.

BradyPLUS and our affiliates have several different web-based solutions to support order fulfillment. Our main tool is our full-featured online ordering website. Our online website contains real-time pricing, product availability, historical order lookup, contract price lists, product images, extended product descriptions, and SDS (formerly MSDS) sheets. Additionally, our websites contain advanced functionality of ship-to-level budgeting through Spend Management and the ability to set up a user's customized shopping list. Orders placed via the web are submitted to our warehouses immediately, ensuring no delay for delivery cut-off times with cut-off times varying by location.

A second tool available to customers is BradyPLUS' Punch Out functionality. Most of our affiliates have this capability and will be set up as requested by customers and based on the size and scope of the account. This functionality allows a customer to access the affiliates online ordering website through a cXML-based integration between the customer's system and our web servers. The Punch Out protocol ensures the customer's backend systems have visibility of the items being ordered and the expected delivery dates.

- What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.

BradyPLUS has a long history of meeting customers' expectations when it comes to on-time delivery. Our drivers are consistent with the same route daily and we work hard to customize our customers' delivery needs.

BradyPLUS's average time on delivery is 2 days from time of order. This delivery time may be longer for drop ship or special order items. Customers will be communicated with directly in regard to items expecting to take longer then the average.

- Describe how supplier responds to emergency orders.

Emergency or Rush Deliveries –

Emergency or rush deliveries requested by the customer that require special shipping and handling charges may be at the customer's expense, but only with prior approval. Emergency or rush shipping charges shall be added to an invoice as a separate line item. BradyPLUS strives to accommodate our customers' emergencies and does everything in our power to deliver a rush order the next business day after it is received. Although not the norm, expedited delivery can sometimes be accommodated via no-charge, same day deliveries. If emergency shipping charges are incurred, prior approval from the agency will be obtained, and these charges will be added to the invoice as a separate line item. In the event an emergency or rush delivery is required as the result of our error, all shipping and handling charges shall be covered. BradyPLUS does not anticipate the need for any emergency deliveries as a result of our error. However, should such a situation arise, BradyPLUS will cover the associated shipping and handling charges.

- What is supplier's average Fill Rate?

At BradyPLUS, we pride ourselves on fast and reliable deliveries. We have an extensive stocking presence throughout our distribution centers focused around Janitorial and Food Service Disposable products. Our ability to stock a wide variety of this items, having our own fleet of trucks and over 100 distribution centers allow us to maintain a fill rate of 98%.

- Describe supplier's return and restocking policy.

Returns and Restocking

Returns on products are only available for new, unused items. The item being returned is unopened, unused, and is not damaged. Product is not discontinued or suspended in our system. Custom or special-order items cannot be returned unless preapproval from the affiliate. Restocking fees may apply but are between the affiliate and the customer.

BradyPLUS can't take back chemicals that are expired or about to expire, otherwise credits may be given for the returned product dependent on days since purchase and condition of product. parts that are older than 30 days from the date of purchase are subject to a restocking fee and the customer may be charged freight.

- Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.

Warranty

BradyPLUS affiliates' suppliers and product selection practice combined with our operational and logistical excellence ensure uniform quality and consistency in product performance and customer service. BradyPLUS is a distributor of products and does not manufacture any of the products that we sell, however, all products are backed by a manufacturer's warranty. If a customer is dissatisfied with the performance of any product or service, they can call their local affiliates' customer service line to determine the appropriate route for manufacturers' warranty. Use all products as directed, wear personal protection equipment where appropriate, and read and understand all precautionary statements.

We also have a nationwide service center for equipment repair and services. Our service centers are certified to handle all warranty work for the equipment we sell and can do onsite or pickup services depending on customers' locations. The warranty for all equipment repairs follows the manufacturer's standard warranties.

- The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

BradyPLUS Customer Service, Sales Management, as well as Operations handle all order to invoice processes. BradyPLUS has over 1500 outside Sales Consultants with every OMNIA account being assigned a Sales Consultant that is available to provide product demonstrations, employee training, and solution consulting for cleaning, lighting, safety, and other categories. Most Sales Consultants also have a Sales Administrator. This individual is similar to the functions of customer service but helps Associates answer questions, place orders, and follow-up on existing orders for customers.

BradyPLUS offers an additional layer of consulting for the chemical, hand hygiene and equipment category through our Chemical and Equipment Specialists. The Chemical and Equipment Specialists are available for customers as needed for additional consultation and training services related to these categories that have unique, customizable items that often require demonstrations, site assessments and installations.

All Sales Consultants are equipped with a customized laptop or tablet computer providing cellular and other internet access. Representatives have access to all customer information and can access our ERP systems from any location with a cellular phone or other internet connection. Remote connections are transmitted via a secured data encryption program. Inside Customer Representatives are directly linked to a BradyPLUS computer system in their region. The affiliates assign service representatives to customers based on an assessment of regions they are in and the customer's requirements at account set up. OMNIA customers will be assigned an internal customer service representative for ordering and account administration requirements and an outside Account Consultant for account management and coordination of training, installation, reporting, and other account needs.

BradyPLUS's hours of operation are 8am to 5pm local time Monday to Friday excluding holidays. Our Customer Service personnel are available to answer incoming calls and email during these hours. Each location has a local phone line that is routed to customer service personnel and based on the time zone and location of each center.

For government contracts and state agreements, we have a dedicated department within National Accounts to help answer all questions related to the contract, what it offers and how to use it. This team will be dedicated to helping any public agency that uses this contract and is divided up by regions. We have National Account Managers for the Central, West, and East regions. The entire team is managed by a Senior Director of National Accounts that will be responsible for managing the entirety of the contract nationally.

Additionally, self-service options exist through our online ordering platforms to include WAXIE's platform of Web@Work. This allows customers to see and utilize order history, order status, spend management, and order approval.

With over 5,000 current public sector customers on this contract, BradyPLUS has been successful in working with our public sector customers to provide the appropriate level of service to meet the customers' needs.

Problem Resolution

BradyPLUS addresses customer complaints and services issues quickly, providing a prompt response and resolution. Our affiliates have management follow-up with the customer to ensure their needs are met and determine what procedures can be put in place to prevent the same issues moving forward. Customer complaints will be acknowledged by email within four hours with an expected resolution time of 24-48 hours.

- Describe supplier's contract implementation/customer transition plan.

BradyPLUS continuously looks at ways to provide additional value and savings to our customers. We also find huge value in ensuring that our customers are adopting a national cooperative that prides itself on its lead agencies and the solicitation process. We will therefore always offer this contract as our go to strategy and transition customers to this contract when it is in their best interest and within their individual policies and procedures. BradyPLUS can offer significant experience marketing this contract as well as transitioning accounts to it. Our sales team has extensive knowledge of OMNIA and national cooperatives and uses this contract in discussions regularly with customers on how to procure products.

Today BradyPLUS services over 5,000 public sector customers with over 15,000 Ship-to locations on this contract and it is the single largest contract we have available today.

- Describe the financial condition of supplier.

Exhibit B: Comfort Letter – Bank of America

- Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

  https://info.waxie.com/

  Welcome to BradyPLUS

BradyPLUS and our affiliates have several different web-based solutions to support order fulfillment based on location of customer. One such tool is W@W through Waxie Sanitary Supply. This is our full-featured online ordering website. Our online website contains real-time pricing, product availability, historical order lookup, contract price lists, product images, extended product descriptions, and SDS (formerly MSDS) sheets. Additionally, our websites contain advanced functionality of ship-to-level budgeting through Spend Management and the ability to set up a user's

customized shopping list. Orders placed via the web are submitted to our warehouses immediately, ensuring no delay for delivery cut-off times with cut-off times varying by location.

See attached Exhibit C: Waxie Sanitary Supply E-Commerce Platform

- Describe the supplier's safety record.

BradyPLUS offers each individual customer access to our customer site training programs for Chemical Safety, OSHA Compliance for Blood Borne Pathogens, Equipment Usage Safety, Slip and Fall precautions, and many other safety related topics. BradyPLUS affiliates can provide onsite surveys and recommendations for improved handling, storage, usage, and disposal of janitorial products and equipment.

Each local affiliate has a website for ordering that has additional information related to safety and compliance. An example is WAXIE's website below. All applicable items have Safety Data Sheets available for customer download and records. We also have webpages dedicated to the education and training of products to better equip our customers with on-site safety such as the below slip and fall webpage.

SPARTAN 5/GL XCELENTE

- Browse All Categories
- Carpet Care
- Chemicals
- Cleaning Tools
- Dilution Control
- Equipment
- Facility Supplies
- Food Service & Take-Out
- Green Cleaning
- Hand Hygiene
- Hard Floor Care
- Industrial Packaging
- Laundry & Kitchen Products

1001905

SPARTAN 5/GL XCELENTE

Manufacturer Item: 001905

Product Information

Enjoy the fresh, clean fragrance of lavender while you clean with Xcelente™ multi-purpose, hard surface cleaner. The phosphate-free formula is great for floors, and other surfaces where a bright, shiny, streak free finish is desired. With a long-lasting, fragrant bloom of lavender, Xcelente will delight building residents and visitors throughout the day. Qty. Per Pack: 1

Safety Data Sheet

1001905.pdf

Safety Data Sheet
Spartan Chemical Company, Inc.

Revision Date: 05-Feb-2015

1. PRODUCT AND COMPANY IDENTIFICAT1ION

Product Ide11tifier

Product Name:	**XCELENTE**
Product Number:	0019
Recommended Use:	Oleaning agent
Uses Advised Agalm,st:	For Industrial and Institutional Use Only
Manufacturer/Supplier:	Spartan Chemical Compan,y, 1110. 1110 Spartan Drive Malllmee, Ohio43537 USA 800-537-8990 (Bu.slness hours) www.spartanchemlcal.com

24 Hour Emergency Phone Numbers:

Medical Emergency/Information:	888-314-6171
Transportalion/Spillleak:	OHEMmEC 800-424-9300

112. HAZARDS IDENTIFICATION

GHS Cl!assification,
Serious Eye Damage/Eye InitaUorn: Category 2A

GHS Label El'ements
Signal Word:
Symbols:

Hazard Statements: causes serious eye InitaHon
Precautionary Statements:
Prevention: Wear eye I face protecUon
Response:
-Eyes IF IN EYES: Rinse cautiously with water for several mlmutes. Remove contact renses, if present.and easy to do. Co111.tfnue rlnslrng. II eye hrltatlon perslsts: Get medical a!t.erntlon.
-Speciie Treatment: See Safety Data Sheet. Section 4: •FIRST AID MEASURES" for additional informallon.

Storage: Not Applicabl!e
Disposal: Not Appllcabl!e

Hazards Not Otherwise Classified: Not Appllcabl'e

Other Information:
- May be harmfol If swallowed.
- May cause skin irrltaHon.
- InhalaUon of v pors or mist may cause resplraloiy InitaUon.
- Keep out of reach of children.

LOG IN | BROWSE PRODUCTS | SDS | BLOG

Create Application

WAXIE SANITARY SUPPLY
PROUDLY PART OF BRADYPLUS

The Most Trusted Name In Clean. Since 1945.

(800) 995-4466
CONTACT US TODAY

Home | Solutions | Sustainability | Online Ordering | Public Sector | About Us | Training | Markets | Careers | Search

Slip and Fall Accidents

Is your company concerned about the possibility of slip and fall accidents, indoor air quality or appearance level of your building?

Commercial entryway matting is the first line of defense against the soil, water and dirt coming in to your building.

Placed inside or outside your entryway, matting protects your commercial and industrial establishment from all-weather environments. Using the correct matting solutions for your building ensures the safety of your staff and visitors, reduces maintenance cost, protects your flooring investment, improves air quality and makes people feel comfortable and welcome.

The Problem

Outdoor entryways can potentially be a stage for disaster. As people tread through entryways day in and day out, foreign matter, like dirt, pollen, and even mold spores, are tracked from the entrance to the interior floors. Besides being a potential mess, entryways accumulate particles and debris that pose a slip and fall hazard, especially if moisture is introduced into the equation.

Slips and falls cost companies $20,228 average per slip & fall workers' compensation claim and $100,000 median per premises liability suit. Your entrance matting system is the first line of defense in protecting your customers and employees. Incorporating the correct matting into a three-part entryway system can reduce liability and risk of injuries from slips and falls, minimize interior maintenance, improve indoor air quality, and much more.

WAXIE Sanitary Supply has been providing entrance matting and flooring solutions to our customers for more than 70 years. Our experience has shown that the best entrance matting performance is achieved with a customized, or three-part walk off system. An effective matting program will enhance the walk-off performance of mats from the exterior of a building, through the vestibule and into the lobby.

The Solution

An optimal entrance matting system designed to protect your customers and employees, enhance the appearance level of the floors and increase IAQ should be a combination of three types of floor mats: scraper mats, scraper/wiper mats, and/or wiper mats. This is referred to as the 3-mat system. The way you design your matting system will depend on your local weather conditions and what types of soils get tracked into your facility.

An effective entrance mat should be able to do four things:

1. **It stops soil and water at the door.** Effective mats provide a combination of scraping and wiping to stop the maximum amount of soil.
2. **It stores soil and water for removal.** An effective entry way mat will provide a place for soil and water to go for "storage". The mat must provide a way for the soil and water to be contained on the mat so that they cannot spread to the surrounding floor and create a slip/fall hazard.
3. **It minimizes tracking of soil and water.** This is best accomplished by matting with a bi-level construction that provides an upper surface for walking and a lower area where soil and water are stored until removed by cleaning.
4. **It provides a safe walking distance.** The bottom of the mat should be slip-resistant to minimize movement on the floor when it is walked on.

EXTERIOR:

Mats by Type
Slip and Fall Avoidance
Rent vs. Buy
Mat Placement Guide PDF

Join Our Mailing List
Get the latest news!
View Now

Floor Mat System - Get Started Here!
First name*
Last name*
Select Region*
- Please Select -
Phone Number*
Email address*
Company Name*
Sales Rep*
Postal Code*
Is this an urgent request?*
- Please Select -
Submit

- Describe technology used to support the contract.

BradyPLUS has security policies and standards that provide us with direction for data protection. The information is classified based on its type, this allows us to ensure the necessary controls physically or logically. In addition to this, we have different processes to ensure the protection of information such as antivirus, encryption, vulnerability management. Security controls are transversal and apply to all entities.

BradyPLUS adheres to the PCI DSS standard for all BradyPLUS' e-commerce sites, an example of this would be at shop.waxie.com. This site is enabled with a Comodo EV 2048 bit SSL certificate along with hacker-proof scanning that runs daily and scans for over 38,000 potential vulnerabilities. All users and servers are protected with Sophos endpoint control and Fortinet endpoint protection enabled with Data Leakage Control, Anti- Spyware, Antivirus, and Application Control. Data is controlled using Sophos DLP. This enables BradyPLUS to track any file copied to the internet or sent via an application. All security devices and appliances are audited quarterly to ensure the latest firmware and configurations are applied.

- Provide any additional information relevant to this section.

One of BradyPLUS's affiliates, Waxie Sanitary Supply has been an incumbent of the last two awards of MRO/Janitorial products through Region 14ESC. Though the contract started with Waxie Sanitary Supply, it has since expanded to include all affiliates under the BradyPLUS umbrella through acquisitions and mergers. Waxie and now through the expansion of the other BradyPLUS affiliates has seen tremendous growth of this contract over the years. We have expanded our footprint across the US and are truly now a national distributor of products required on this contract.

We look forward to continuing to provide superior administrative performance, exceptional levels of customer satisfaction, and mandating that customers' interests drive every decision we make as well as every solution we offer. WAXIE and all BradyPLUS affiliates have been delivering superior customer service anywhere from 20 to 100 years and we pride ourselves in being experts in clean. Currently BradyPLUS affiliates manage over 5,000 public sector accounts throughout the US on this contract alone and rarely have a service-related issue. Our experience with state purchasing cooperatives and national cooperatives in public sector accounts for over 25% of our total business.

Exhibit D. Waxie's capabilities Brochure

Exhibit E. Waxie-Overview-Handout-Generic

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 14 Education Service Center (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and OMNIA Partners, Public Sector, Inc. ("OMNIA Partners"), is requesting proposals for COMPREHENSIVE OPERATIONAL AND JANITORIAL SUPPLIES SOLUTIONS. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements,

obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

BradyPLUS and its affiliates have reviewed and will comply accordingly.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $150 MILLION annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

BradyPLUS and its affiliates understand.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each

Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement

applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

BradyPLUS and its affiliates understand.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

BradyPLUS and its affiliates understand.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to

both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

BradyPLUS and its affiliates understand.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

BradyPLUS affiliates have put together a competitive discount from list structure for this solicitation. As this is a not-to-exceed contract, we are committed to providing agencies more competitive pricing that meets their individual assortment, volume, and requirements when needed and to stay competitive in this market through the life of the contract. If an agency is eligible for lower pricing through another national, state, regional or local cooperative, BradyPLUS affiliates are committed to discussing this with the agency and determining best path forward. If the customer would like to continue to use OMNIA over the other contract, BradyPLUS affiliates will offer the same pricing as the contract being compared but cannot allow an agency to use multiple contracts at the same time. This will only be done if the volume by product, annual

spend by agency and assortment are identical to the contract being compared. Furthermore, if the contract in comparison has differences in freight, min. service fees, etc., BradyPLUS affiliates would be able to add these into the order to make comparable to the best offer.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

BradyPLUS and its family of affiliates has decades of experience growing and marketing lead agent public sector national programs. BradyPLUS is very familiar with OMNIA partners and has 15 years+ experience working together through WAXIE Sanitary Supply, as well as other affiliates to help grow our contracts. We have and will continue to dedicate, educate and promote OMNIA Partners and this contract to our Sales Associates.

BradyPLUS has used national cooperatives to serve as instrumental platforms that fuse the purchasing power of numerous public entities, thereby enabling them to secure more favorable pricing and terms through negotiation. Through active engagement with esteemed organizations like OMNIA, we leverage our expertise and comprehensive understanding of their procurement processes to provide highly cost-effective solutions. We have worked with public entities of various sizes and budgets, addressing their specific needs while adhering to regulatory compliance and industry standards. Our company's experience with cooperatives has enabled us to develop a range of products and services that cater to the diverse needs of this sector.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

BradyPLUS, established in 2023, is the nation's premier specialty distribution company supplying customers with a diverse selection of essential products including facility care, food service disposables, packaging solutions. BradyPLUS has a robust infrastructure with over

180 locations across the U.S., 6000 associates and 9+ million sq ft of warehouse space to service our customers. BradyPLUS and its growing family of Affiliates are strategically positioned to help businesses thrive through a multi-faceted approach to make facilities cleaner and people safer, every day. With 61 Affiliates and continuously growing we have combined annual sales of over $5B.

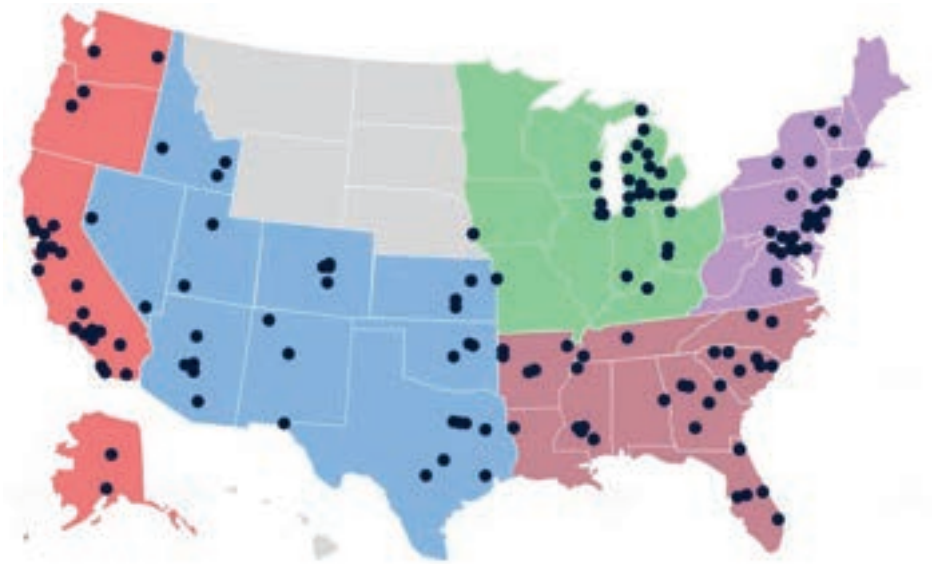
Though BradyPLUS is a newly established company, the 61 affiliates that make up the company, have a long business history ranging from 20 to over 130 years of service in this industry. This history comes with a wealth of experience as long-time distributors of public sector clients. Our key deliverables to our public sector customers are contract compliance, competitive pricing, and a robust product offering. We pride ourselves on our ability to offer onsite solutions and services through our expert and seasoned sales team.

WAXIE Sanitary Supply, one of 61 affiliates under the BradyPLUS' umbrella of companies was founded in 1945 and has carried a proud history of honoring our customers, communities, and family values. This attitude is embodied in our company motto: The Most Trusted Name in Clean. Since 1945. WAXIE has long been focused on our customers and prides ourselves on helping businesses keep their facilities cleaner, healthier, greener and safer. We are passionate about what we do and committed to delivering that passion to our customers. WAXIE Sanitary Supply has also had a long history with both Region 14 ESC, 8 years as a contract holder, and OMNIA, 13 years as a distributor of products under OMNIA contracts.

Collectively through its affiliates, BradyPLUS has gained extensive experience working with public sector customers through national cooperatives such as OMNIA. We have successfully served numerous educational institutions, like Clemson University, University of Virginia and University of Oregon to understand the unique challenges they face and have tailored our products and services to meet their specific needs. Our engagement with public entities has been focused on providing comprehensive solutions that enhance the quality of their environments to the benefit of all that use public resources. We take pride in our ability to establish long-term partnerships with public entities, consistently providing high-quality products, reliable customer support, and innovative solutions. Our track record demonstrates our commitment to this sector and our ability to adapt to evolving demands in our rapidly changing and unpredictable industry landscape.

B. Total number and location of salespersons employed by Supplier.

BradyPLUS has 180 locations with 129 of those locations being distribution centers. These locations are represented on the map below are strategically placed nationally to best service our customers. Of our 6,000 associates, 1500 of those are Sales Associates. These sales reps are also located nationally and used to call on and service customers directly.



C. Number and location of support centers (if applicable) and location of corporate office.

BradyPLUS, through its affiliates has 129 support centers housed at each distribution center. Customer Service personnel are available to answer incoming calls and email during normal business hours. Each location has a local phone line that is routed to customer service personnel and based on the time zone and location of each center.

BradyPLUS headquarters are located at 7055 S. Lindell Road Las Vegas, NV 89118. We also have a general phone line of 877-788-PLUS used to route customer requests.

D. Annual sales for the three previous fiscal years.

We do not disclose specific operating results for subsidiary operations. However, we do offer the opportunity for a call with the company's CFO to discuss broader financial results.

a. Submit FEIN and Dunn & Bradstreet report.

WAXIE's Enterprises, LLC

FEIN: 94-2647607

DUNS Number: 29-142-577

Exhibit J: Dunn & Bradstreet report

E. Describe any green or environmental initiatives or policies.

BradyPLUS is committed to being a leader in promoting healthy, safe, clean, and sustainable work environments in the communities we serve. We've taken important steps to enhance our sustainability efforts, both internally and externally. Internally, we've converted several facilities to receive energy from solar panels, transitioned to LED lighting at some buildings to be more energy-efficient, right-sized our HVAC systems, saved water through drought-tolerant landscaping, and currently multiple buildings are LEED-Certified. From an external perspective, we've developed the Green Partner Support Program to help our customers achieve their sustainability goals in these key focus areas: Chemistry, Mechanization, Diversion, Entryways, Consumables, Conversation, Wellness, and Stewardship.

Green Catalog

BradyPLUS affiliates have clearly and systematically designated our Environmentally Preferable Product line. An example of this is through WAXIE Sanitary Supply and located in their WAXIE GPS® Green Partner Support™ Sustainable Product Selection Guide found on WAXIE's website at https://online.flippingbook.com/view/98129748/. WAXIE's digital flipbook catalog highlights sustainable products from featured vendors (including the SOLSTA and KleenLine brand) and lists the Green Certifications with descriptions of each certification in the WAXIE GPS® section of the digital flipbook catalog.

Stewardship

Green Partner Support

WAXIE offers consultation and tools to help your organization reach its sustainability goals. Partner with WAXIE to implement and communicate low environmental impact cleaning policy and training, and to track and measure performance metrics related to purchasing budgets and green spend percentage. In addition, labor can be more efficiently allocated using workloading programs, and consultation can be provided for facilities looking to implement day cleaning. For facilities pursuing LEED® certification, CIMS-GB certification, AASHE STARS® rating or WELL certification, WAXIE has LEED® Accredited Professionals and CIMS-GB ISSA Certification Experts on staff to assist. It all starts with a Green Cleaning Site Survey and Needs Analysis.

WAXIE GPS® Stewardship

Product Type	Manufacturer	Item	Description
Consultation	WAXIE	699719	LEED® Accredited Professional Consultation

WAXIE Sanitary Supply has LEED® Accredited Professionals on staff to assist you with the credits and prerequisites from the LEED® green building certification system associated with cleaning and maintaining your facility. Support can be provided for a variety of aspects of your LEED® project, including: a customized Green Cleaning Policy and Building Exterior and Hardscape Management Plan; Sustainable Cleaning Products and Materials and Cleaning Equipment selection; training on best practices; green spend percentage tracking and measurement for cleaning products and equipment; Custodial Effectiveness Assessment; entryway matting system selection and maintenance; water efficient indoor plumbing fitting and fixtures consultation and selection; energy saving lighting solution consultation and selection; recycling, composting and waste diversion program consultation and selection; and documentation and support. Your WAXIE Account Consultant can work with you to determine the best way to start.

LEED® consultation for Green Cleaning credits and prerequisites.

Consultation	WAXIE	699720	Day Cleaning Consultation

WAXIE Sanitary Supply can assist you with saving energy by converting your night-time cleaning activities to the day. Day Cleaning is not merely night cleaning done during the day – by using the latest cleaning technology, which incorporates safer chemistry and quieter equipment, many cleaning jobs can now be performed during the day. Your WAXIE Account Consultant can work with you to determine if a Day Cleaning conversion would be a good fit for your facility.

Day Cleaning can potentially realize energy savings of up to 10–20%.

eCommerce	WAXIE	Web@Work

WAXIE Web@Work provides you with online access to the information that makes ordering your cleaning supplies and managing your cleaning supply account easier. In addition to providing budget controls, product information, SDS, purchase history and real-time product availability and order status, the online catalog also highlights more sustainable cleaning product and equipment selections. Your WAXIE Account Consultant can assist you with setting up a Web@Work profile to put Web@Work to work for you.

WAXIE Web@Work is an eCommerce platform for online ordering and account management.

Consultation	WAXIE	WAXIE GPS® Suite of Tools

WAXIE GPS® Suite of Tools are built to help WAXIE's Account Consultants design and implement a customized high performance Green Cleaning Program for your facility. Available tools include:

- Green Cleaning Team Worksheet
- Green Cleaning Site Survey
- Green Cleaning Product Survey
- Green Cleaning Training Log
- Sustainable Cleaning Product Worksheet
- Custodial Effectiveness Assessment
- Green Cleaning Equipment Inventory Dashboard

...and more

Consultation	WAXIE	WAXIEapps™ Cost to Clean Calculators

WAXIEapps™ are consultative software tools designed to help WAXIE's Account Consultants identify the most efficient and cost-effective cleaning solutions for your facility. By using WAXIEapps™ to analyze a cleaning operation, WAXIE Account Consultants can make recommendations that will save labor, materials and money. Your WAXIE Account Consultant can work with you to determine if a WAXIEapps™ analysis can help to save your facility time and money.

WAXIEapps are cleaning software solutions focused on your bottom line.

Green Partner Support

www.waxie.com (800) 995-4466

© 2021 WAXIE Sanitary Supply

Green Partner Support

WAXIE GPS® LEED® Project Contributions Summary

If your goal is LEED certification for your facility, WAXIE has several LEED AP O+M on staff to assist with a LEED project. These individuals are cleaning industry experts, and can use their demonstrated knowledge of LEED certification to help design and implement a Green Cleaning Program which can help contribute to your LEED project.

Whether you are pursuing a LEED v3 or v4 project, or whether your project is LEED O+M, BD+C or ID+C, WAXIE has the expertise to describe how a Green Cleaning Program can potentially contribute. Please contact your local WAXIE Account Consultant for more details and to learn more about this potential support for your project in order to determine how best to proceed.

LEED AP O+M

CREDIT CATEGORIES

Sustainable Sites

Develop a Building Exterior and Hardscape Management Plan and utilize green cleaning and maintenance practices and materials to clean the building exterior and hardscape.

Water Efficiency

Reduce indoor water use to meet the minimum indoor plumbing fixture fitting efficiency, and potentially exceed this baseline by utilizing water conserving fixtures in the restroom and implementing green cleaning procedures which minimize water use.

Energy & Atmosphere

Install energy saving LED lighting and consider converting cleaning operations from the day to the night to conserve energy.

Materials & Resources

Develop a solid waste management plan which considers ongoing consumables such as paper, plastic, glass, batteries, cardboard and food waste, and implement a program which addresses containment and tracking of diversion rates.

Indoor Environmental Quality

Develop a Green Cleaning Policy and implement a high performance Green Cleaning Program which utilizes sustainable cleaning products, equipment and entryway matting systems. Establish performance metrics and incorporate tools which assist in measuring and tracking green spend for cleaning product purchases and custodial effectiveness.

Innovation

Pursue exemplary performance in the areas of green spend for cleaning product purchases and custodial effectiveness, and utilize a LEED AP on your project team for operations and maintenance. Or develop a Green Cleaning Policy for your project while it is in the design and construction phase.

Green Partner Support

Standards, Ecolabels & Attributes

Green Partner Support

UL ECOLOGO℠

UL (Underwriters Laboratories) is a global independent safety science company founded in 1894. UL certifies, tests, inspects, audits, advises and educates the market in collaboration with a variety of industry stakeholders who share the vision of promoting safe living and working environments.

UL ECOLOGO is classified as an ISO (International Standards Organization) Type I ecolabel assessed by the Global Ecolabeling Network, and it is one of the most recognized ecolabels in North America. Since 1988 UL ECOLOGO has helped purchasers and consumers identify products and services that meet multi-attribute, lifecycle-based sustainability standards, and which have met strict criteria for reduced impacts on human health and the environment based upon third-party audit and review.

A professional in the cleaning industry can choose to utilize the UL ECOLOGO product certification standards to specify and source third-party certified products which have a more sustainable profile. UL ECOLOGO Certified green cleaning products in the categories of hard surface cleaners (UL 2759), hard floor care (UL 2777), carpet care (UL 2795), hand cleaners (UL 2784) and hand sanitizers (UL 2783), biological based cleaners (UL 2792), and sanitary paper products (UL 175) can help a facility reach its overall sustainability goals, and can potentially contribute to LEED O+M certification for the building or GMS-GB certification for the cleaning service provider.

For more information on UL ECOLOGO, please visit www.ulenvironment.com/ecologo.

WAXIE has several UL ECOLOGO certified products from which to choose, including all-purpose cleaners, glass cleaners, neutral floor cleaners, restroom cleaners, carpet cleaners, hand soaps, hand sanitizers, floor finishes, floor finish enhancers, floor strippers, and sanitary paper products. Your WAXIE Account Consultant can work with you to design and implement a customized green cleaning program which includes UL ECOLOGO certified products.

UL GREENGUARD

UL (Underwriters Laboratories) is a global independent safety science company founded in 1894. UL certifies, tests, inspects, audits, advises and educates the market in collaboration with a variety of industry stakeholders who share the vision of promoting safe living and working environments.

UL GREENGUARD has been establishing indoor air quality standards for indoor products, environments and buildings since 2001, and certifies products which have met stringent chemical emission requirements.

A professional in the cleaning industry can choose UL GREENGUARD Certified products to specify and source products that are low-emitting, thereby supporting healthier indoor environments. UL GREENGUARD certified green cleaning products in the cleaning and maintenance product category (UL 2820) can potentially help a facility reach its overall sustainability goals.

For more information on UL GREENGUARD, please visit www.ulenvironment.com/greenguard.

WAXIE has several UL GREENGUARD certified products from which to choose, including low emitting general-purpose cleaning products. Your WAXIE Account Consultant can work with you to design and implement a customized green cleaning program which includes UL GREENGUARD certified products.

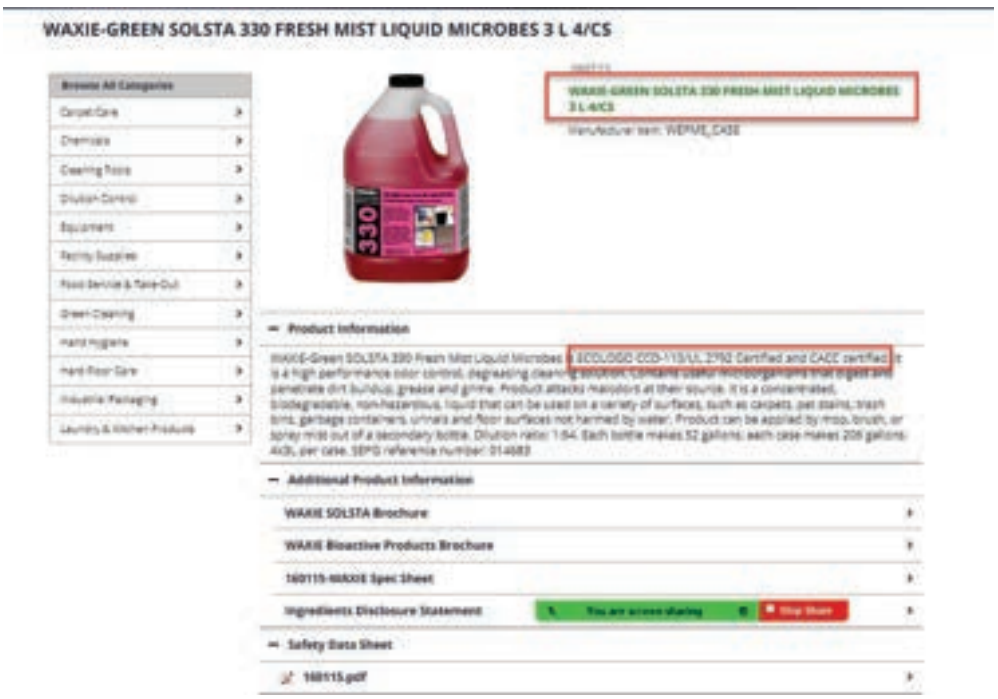
www.waxie.com (800) 905-4466 © 2021 WAXIE Sanitary Supply

Online Ordering for Green Products

BradyPLUS and our affiliates have several different web-based solutions to support sustainability, one such platform is Web@Work®, which also makes it easy to identify EPP products and 3rd party designations. For Example, all green cleaning solutions are grouped into a clearly marked section titled: “Green Cleaning” on the navigation bar at the left.

Ver

Environmentally Preferred Products (EPP) are identified in green, bold font and their specific third-party designation is delineated in the detailed product description. See screenshots below.

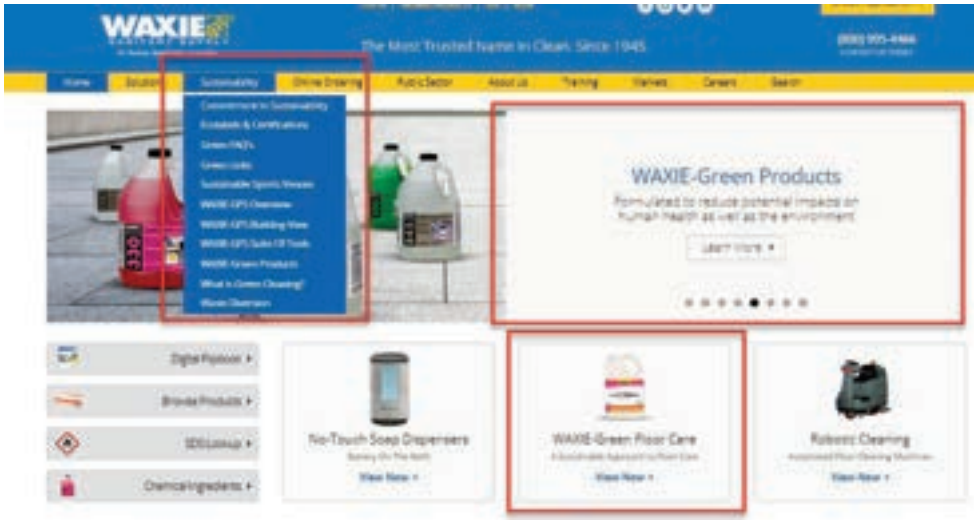


Sustainability in Marketing

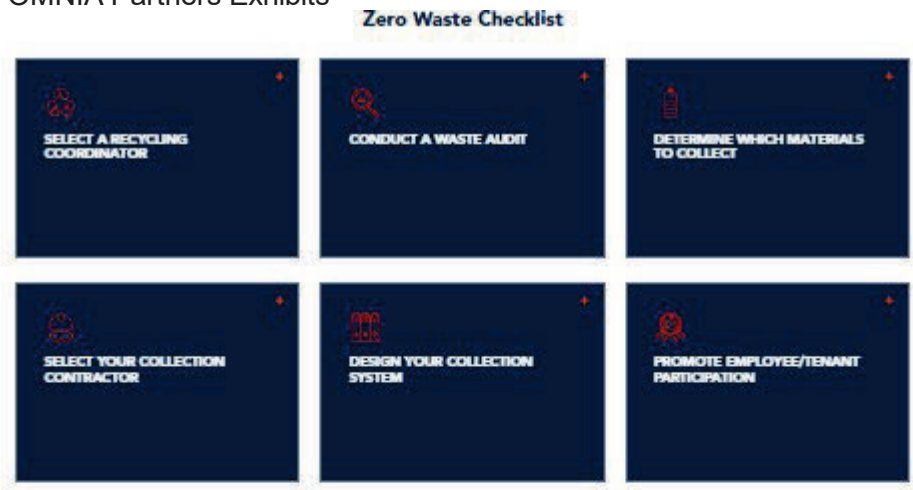
BradyPLUS has developed training and educational material for customers focused on

sustainability and green cleaning methodology. See screenshots below from our affiliate WAXIE Sanitary Supply on how we have incorporated our green products into everyday facility cleaning and our customers' sustainability goals.

https://info.waxie.com/green/commitment-to-sustainability



https://www.bradyplus.com/jansan-waste-diversion



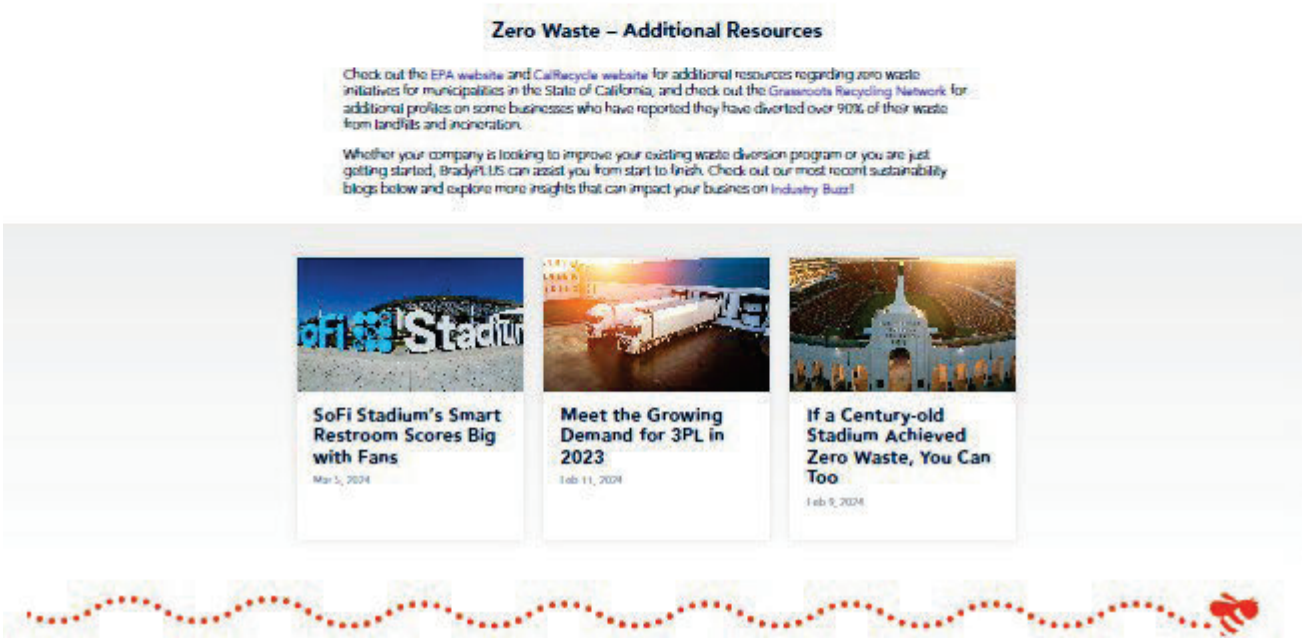


Exhibit K. gps-brochure

Exhibit L. WAXIE-Green-Floor-Care_ES

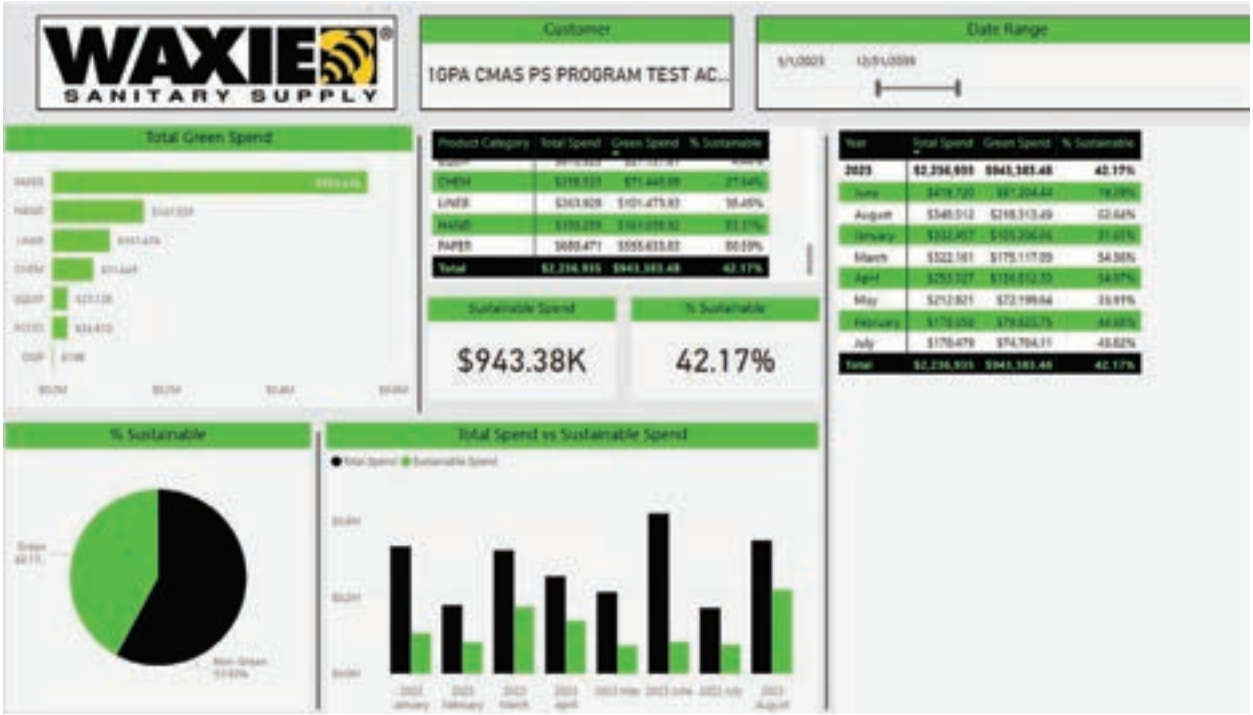
Additional Sustainability Support

BradyPLUS is now a proud gold sponsor of Healthy Green Schools and Colleges. This organization is committed to more sustainable educational campuses.

Sponsors – Healthy Green Schools & Colleges

Green Spend Reporting

Some of our affiliates, such as WAXIE Sanitary Supply, can provide green spend reporting to our customers as needed or on a regular basis. This data is used to help our customers identify the products they buy today, show them the percentage of purchasing that has been identified as green and help make recommendations for a more sustainable way of cleaning.



F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

BradyPLUS has an active program to seek out opportunities for redistribution and other functions by diverse companies, particularly those recognized by the Federal Government as service-related disabled veteran, small, women, or minority owned. BradyPLUS has many small businesses, women owned business, service disabled

veteran owned business, veteran owned business, minority owned business, as well as 8A and hub-zone operated business partners providing contracting, sales, and supplies.

When we can, BradyPLUS affiliates also try to source from historically disadvantaged business enterprises as defined by federal requirements. This percentage has grown annually since we began tracking it and we are committed to increasing our participation with disadvantaged business enterprises moving forward.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

None of our affiliates meet the minority-owned standards. See list of affiliates in our family of companies under BradyPLUS.

Accurate Chemical Acquisitions, LLC	MASSCO
American Paper & Supply Company	Millennium Packaging & Distribution
Associated Paper	Mission Janitorial
ATRA	Mooney General Paper
Brady Industries	North American

Camden Bag & Paper Company	Nevco
Campbell Paper	NEXTGEN
Central Sanitary Supply	North Bay Industries
Cole Supply Co	Northwoods
Cole Supply Co.	Penn Paper
Datek, Inc	PFS Sales
DAYCON	Penn Jersey Paper
Delta Packaging	Qualmax
Detroit Chemical	Royal Paper
Elkins Wholesale Inc	Southeastern Paper Group
F&W Distribution LLC	Sierra Supply & Packaging
FPC Distribution	Sigma Supply
Gorm Inc.	South Jersey Paper Products
Rancho Janitorial Supplies	Southern Janitor Supply
GPMI	Sunbelt
H.C. Walterhoefer & Sons	Swish White River
Hill & Markes, Inc	Topmost Chemical & Paper
HT Berry	Valley Janitorial Supply
Hughes Enterprises	Vasoking
IFS - Individual FoodService	Walter Industrial & Supply
Janitor's Closet	Waxie Sanitary Supply
Janitor's Warehouse	Weiss Bros.
Johnston Supply	YPV Distribution, Inc
Knight Marketing	
KSS Enterprises	

A. Describe how supplier differentiates itself from its competitors.

BradyPLUS and its family of Affiliates embody a vital component that sets us apart - the human element. We take great pride in our collaboration with established Affiliates, each boasting an impressive track record in our industry. With a combined business history spanning from 20 to over 130 years, our Affiliates bring invaluable experience as longstanding distributors to public sector clients. Throughout challenging periods including recessions, the oil crisis, the global financial crisis, and the COVID-19 pandemic, this strategic partnership has enabled us to harness vast knowledge and expertise, granting us a distinct competitive advantage in catering to our esteemed public sector customers.

At BradyPLUS, we pride ourselves on our depth of expertise, providing tailored solutions and unwavering assistance to each of our valued customers. Our continued success is evident as customers consistently choose us, having experienced the tangible benefits firsthand through the strong relationships we have fostered. We show up every day, ready to work diligently on their behalf. Our commitment is reflected in our dedication to helping our customers achieve their goals.

B. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

None

C. Felony Conviction Notice: Indicate if the supplier

a. X is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

D. Describe any debarment or suspension actions taken against supplier

None

4.1 Distribution, Logistics

A. Each supplier awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

As a current incumbent of this contract, BradyPLUS affiliates have offered OMNIA Partner agencies a robust variety of products by hundreds of manufacturers and categories. We also expand far beyond the JanSan and Food Service Disposable world with an offering in packaging and promotional products.

We pride ourselves in being on the forefront of innovative products and are continuously developing our own proprietary branding to offer alternatives to national brands. Our proprietary brands are consistent in quality while still offering customers everyday low cost. BradyPLUS plans to continue the efforts of WAXIE Sanitary Supply but on a larger national scale by offering OMNIA Partner agencies and Region 14ESC a comprehensive line of products for cleaning, maintenance, food service disposables and safety for all types of environments encountered in public sector facilities.

BradyPLUS carries the largest national brands including 3M, Diversey, Ecolab, Spartan, Heritage, Inteplast/PITT, GOJO/Purell, HOSPECO, Supply Source (Impact), Georgia Pacific, Kimberly Clark, Essity, Nilfisk-Advance, Karcher/Windsor, National Super Service, ProTeam, ICE and Rubbermaid. OMNIA members will have access to over 40,000 catalog products and over 500,000 machine parts. By offering a large variety of products and system solutions, BradyPLUS affiliates provide our customers with the benefit of having the necessary product choices to outfit their buildings and facilities as they see fit.

We have attached two links to examples of our virtual catalogs through WAXIE to show representation of our breath of products available through this contract. The first link is to our full line of products and the second link is to our Green Partner Support catalog, which focuses solely on our sustainability assortment.

0622 FLIPBOOK (flippingbook.com)

https://online.flippingbook.com/view/98129748/

BradyPLUS affiliates provide the coordination of installation for dispensing products sold under this contract. Dispensers and installations are often provided directly from manufacturers or affiliate for toilet tissue, paper towels, hand care products and cleaning chemicals. BradyPLUS affiliates will provide a complete breakdown of all options available to customers so that they receive the best fit dispensers at the lowest acquisition and installation cost. Note that all available manufacturer's dispenser and installation programs will be made available to every customer. Manufacturers often provide dispensers and installation at low or no cost but will be dependent on refills purchased and size/scope of project.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

BradyPLUS buys directly from manufacturers and has inventory in over 100 locations nationally enabling us to provide timely delivery to customers across our footprint. We also have a robust fleet of trucks and drivers nationally to ensure delivery in a timely manner, serviced and delivered by one of our own employees. This allows us to provide consistent quality and meet customers' delivery expectations by having the same driver deliver on a regular basis. An example of this would be our ability to include customized delivery appointments, established delivery days and the ability to conduct dock deliveries. We work with our customers to determine best needs for delivery of products, and this translates into greater efficiencies and labor cost savings for our partners.

In most instances freight is included in the price of the item and will be freight free when delivered on one of our trucks and within our delivery area. If an agency outside of our footprint wants to order from this contract, they can but it will incur freight charges. Any such locations would be disclosed and mutually agreed upon prior to any order shipments.

Drop Ship – Though most of our products are delivered on our own fleet, some products will be delivered by a common carrier to a dock or use of a lift gate. Drop ship orders will most likely have an additional freight fee and will be negotiated between the customer and our local BradyPLUS affiliate. This will also include some special-order items and larger equipment. Drop ship orders will have longer lead times and will be communicated with the customer at the time the order is placed, and may provide updates as necessary should the delivery time change.

Emergency or Rush Deliveries – Emergency or rush deliveries requested by the customer that require special shipping and handling charges may be at the customer's expense, but only with prior approval. Emergency or rush shipping charges shall be added to an invoice as a separate line item. BradyPLUS strives to accommodate our customers' emergencies and does everything in our power to deliver a rush order the next business day after it is received. Although not the norm, expedited delivery can sometimes be accommodated via no-charge, same day deliveries. BradyPLUS does not anticipate the need for any emergency deliveries as a result of our error. However, should such a situation arise, BradyPLUS will cover the associated shipping and handling charges.

Under no circumstances shall our affiliates increase their profit margin through shipping charges. Special Order items will be charged the actual freight incurred, if any. Orders for delivery outside our affiliates' normal delivery area are charged for the actual additional freight from the most cost-effective location.

BradyPLUS and its affiliates are able to provide services for the Continental United States. WAXIE has facilities in Alaska. Customers in Alaska pay an additional fee of $0.40 per pound over the OMNIA price, for delivery on a WAXIE truck in Anchorage and Fairbanks.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Pricing and compliance of the contract is managed by our National Account team. This team is responsible nationally for compliance on freight terms, min order fees, payments terms, core list and pricing. This team also does audits during the quarterly rebate to ensure correct pricing for all customers moving forward.

Customers that enter the OMNIA program and purchase through our online platform are only provided the OMNIA pricing as a ceiling and can price be offered pricing below the max sell price but with system constraints pricing will not go above the contractual requirements of pricing by item. All pricing is managed by the National Account Team and customers don't have access to use of the program without going through the correct channel for setup.

We will also provide price list and evaluations to all agencies upon request to ensure the contract is as expected with the customer upfront and before orders are placed. In the event that an agency would like to audit their pricing or orders, we can provide history sales with the pricing and quantity ordered at the time of purchase, this allows customers the ability to validate pricing from orders against the master price list for the contract.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Waxie's Enterprises, LLC (WAXIE) is a wholly owned subsidiary of BradyPLUS and as the incumbent for our current Region 14 OMNIA contract and bidding entity will be servicing this

contract. In addition to Waxie's Enterprises, LLC, all BradyPLUS affiliates will have the ability to utilize this contract to aid OMNIA members nationally in products and services offered. The list below contains our current affiliates but could expand through acquisition and will be noted on our website. Any acquisitions would also be eligible to service OMNIA customers through this contract.

Accurate Chemical Acquisitions, LLC	MASSCO

American Paper & Supply Company	Millennium Packaging & Distribution
Associated Paper	Mission Janitorial
ATRA	Mooney General Paper
Brady Industries	North American
Camden Bag & Paper Company	Nevco
Campbell Paper	NEXTGEN
Central Sanitary Supply	North Bay Industries
Cole Supply Co	Northwoods
Cole Supply Co.	Penn Paper
Datek, Inc	PFS Sales
DAYCON	Penn Jersey Paper
Delta Packaging	Qualmax
Detroit Chemical	Royal Paper
Elkins Wholesale Inc	Southeastern Paper Group
F&W Distribution LLC	Sierra Supply & Packaging
FPC Distribution	Sigma Supply
Gorm Inc.	South Jersey Paper Products
Rancho Janitorial Supplies	Southern Janitor Supply
GPMI	Sunbelt
H.C. Walterhoefer & Sons	Swish White River
Hill & Markes, Inc	Topmost Chemical & Paper
HT Berry	Valley Janitorial Supply
Hughes Enterprises	Vasoking
IFS - Individual FoodService	Walter Industrial & Supply
Janitor's Closet	Waxie Sanitary Supply
Janitor's Warehouse	Weiss Bros.
Johnston Supply	YPV Distribution, Inc
Knight Marketing	
KSS Enterprises	

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Affiliate Name	Address	City	State	Zip	Total Building SF
Accurate Chemical Acquisitions, LLC	731 W Fairmont Dr	Tempe	AZ	85283	28,080
Accurate Chemical Acquisitions, LLC	101 Airpark Rd.	Cottonwood	AZ	86326	1,753
Accurate Chemical Acquisitions, LLC	3830 E. 44th St. #502	Tucson	AZ	85713	750
Accurate Chemical Acquisitions, LLC	15934 Downey Ave.	Paramount	CA	90723	4,400
Accurate Chemical Acquisitions, LLC	677 Anita Street	Chula Vista	CA	91911	4,800
Accurate Chemical Acquisitions, LLC	5641 E. 56th Ave.	Commerce City	CO	80022	4,400
Accurate Chemical Acquisitions, LLC	809 Levee Drive Suite D	Manhattan	KS	66503	6,500
Accurate Chemical Acquisitions, LLC	2901 S. Highland Dr.	Las Vegas	NV	89109	4,800
Accurate Chemical Acquisitions, LLC	1705 Silverton Rd. NE Suite 2	Salem	OR	97301	2,050
Accurate Chemical Acquisitions, LLC	16711 Hollister St.	Houston	TX	77066	3,000
Accurate Chemical Acquisitions, LLC	1228 Corner Way Blvd	San Antonio	TX	78219	4500
American Paper & Supply Company	10 Industrial Road	Carlstadt	NJ	07072	73,000
Associated Paper	1202 Royal Drive	Conyers	GA	30094	50,906
Associated Paper	1031 Franke Industrial Dr	Augusta	GA	30909	7,500
ATRA	5144 West Hurley Pond Road	Farmingdale	NJ	7727	5,000
ATRA	220 West Parkway (Unit 6 & 7)	Pompton Plains	NJ	7444	16,000
Brady Industries	4422 South 38th Place	Phoenix	AZ	85040	59,914
Brady Industries	3325 N. 19th Avenue	Phoenix	AZ	85015	6,645
Brady Industries	5198 West Chinden Blvd	Garden City	ID	83714	25,316
Brady Industries	1200 Hampton Park Blvd Ste 200	Capitol Heights	MD	20743	35,475
Brady Industries	2805 Inland Street	Farmington	NM	87401	4,000
Brady Industries	150 Greg Street Ste 106	Sparks	NV	89431	26,895
Brady Industries	7055 Lindell Road	Las Vegas	NV	89118	196,000

Brady Industries	5655 West 300 South	Salt Lake City	UT	84104	56,000
Brady Industries	8600 San Matero Blv NE Suite 180	Albuquerque	NM	87113	49,504
Camden Bag & Paper Company	200 Connecticut Drive,Ste 2	Burlington	NJ	8016	85,418
Campbell Paper	2117 Franklin Drive	Ft. Worth Texas	TX	76106	39,000
Central Sanitary Supply	4730 Armstrong Road	Bakersfield	CA	93313	22,500
Central Sanitary Supply	416 North Ninth Street	Modesto	CA	95350	43,560
Central Sanitary Supply	1149 West Nielsen Ave	Fresno	CA	93706	45,000
Cole Supply Co	2750 Maxwell Way	Fairfield	CA	94534	88,868
Cole Supply Co.	2855 Contra Costa Blvd	Pleasant Hill	CA	94523	4,000
Datek, Inc	4007 Richards Rd.	North Little Rock	AK	72117	25,003
DAYCON	4207 Forbes Blvd	Lanham	MD	20706	6,789
DAYCON	1632 Sulphur Spring Rd.	Halethorpe	MD	21227	3,600
DAYCON	5330 Marinelli Rd	Rockville	MD	20852	7,000
DAYCON	16001 Trade Zone Ave.,	Upper Marlboro	MD	20774	170,000
DAYCON	16001 Trade Zone Ave.,	Upper Marlboro	MD	20774	20,000
DAYCON	10404 Lakeridge Pkwy. Suite 600	Ashland	VA	23005	16,000
DAYCON	5701 General Washington Drive, Suite G, Alexandria 22312	Alexandria	VA	22312	6,964
DAYCON	4080 Walney Road	Chantilly	VA	20152	6,869
Delta Packaging	501 Gulf South Drive	Flowood	MS	39232	16,000
Delta Packaging	500 Gulf South Drive	Flowood	MS	39232	53,000
Detroit Chemical	6990 Murthum Ave	Warren	MI	48902	20,610
Elkins Wholesale Inc	140 Legacy Park Drive	Pearl	MS	39208	25,000
Elkins Wholesale Inc	803 S Magnolia Street	Laurel	MS	39440	19,100
F&W Distribution LLC	7005 Tujunga Ave	North Hollywood	CA	91605	34,452
FPC Distribution	6630 Amberton Drive	Elkridge	MD	21075	72,535

Gorm Inc.	905 North Wineville	Ontario	CA	91764	47000
Rancho Janitorial Supplies	905 North Wineville	Ontario	CA	91764	47000
GPMI	190 S. McQueen Rd	Gilbert	AZ	85233	87,726
H.C. Walterhoefer & Sons	2331 Washington Blvd	Baltimore	MD	21230	40,000
Hill & Markes, Inc	1997 State Highway 5S	Amsterdam	NY	12010	130,158
HT Berry	50 North Street	Canton	MA	2021	100,000
Hughes Enterprises	2151 Green Lane	Levittown	PA	19057	80,266
IFS - Individual FoodService	5400-5496 Lindbergh Lane	Bell	CA	90201	307,101
IFS - Individual FoodService	5350-5380 Lindberg Lane	Bell	CA	90201	66,500
IFS - Individual FoodService	5300-5348 Lindberg Lane	Bell	CA	90201	66,500
Janitor's Closet	4183 East Hillsborough	Tampa	FL	33610	6,900
Janitor's Warehouse	3910 Gattis School Road	Round Rock	TX	78664	17,500
Johnston Supply	2 Eagle Drive	Auburn	NY	13021	130,000
Johnston Supply	2121 West Genesee Street Road	Auburn	NY	13201	30,000
Johnston Supply	58 Columbous Street	Auburn	NY	13201	5,000
Johnston Supply	12075 Harley Club Drive	Ashland	VA	23005	50,221
Knight Marketing	46-50 54th Ave	Maspeth	NY	11378	25,000
KSS Enterprises	208 E Sample St	South Bend	IN	46601	5,000
KSS Enterprises	16828 Hayes St	Grand Haven	MI	49417	2,000
KSS Enterprises	410 44th St SW a	Grand Rapids	MI	49548	9,953
KSS Enterprises	1366 Heights view Dr	Houghton Lake Heights	MI	48630	4,000
KSS Enterprises	132 W Pearl St	Jackson	MI	49201	12,000
KSS Enterprises	3251 South Dr m 129	Sault Ste. Marie	MI	49783	3,000
KSS Enterprises	3170 Christy Way Suite 4	Saginaw	MI	48603	4,500
KSS Enterprises	1012 Ken-O-Sha Industrial Dr SE	Grand Rapids	MI	49508	31,000

KSS Enterprises	4600 James Savage Rd	Midland	MI	48642	14,700
KSS Enterprises	1601 Steele Ave SW	Grand Rapids	MI	49507	62,950
KSS Enterprises	46001 Five Mile Rd	Plymouth	MI	48170	23,500
KSS Enterprises	39133 Webb Dr	Westland	MI	48185	35,000
KSS Enterprises	5053 Sports Dr	Kalamazoo	MI	49009	86,000
KSS Enterprises	4644 U.S. 31 N	Traverse City	MI	49685	40,000
KSS Enterprises	2861 U.S. 31 N	Alanson	MI	49706	7,000
KSS Enterprises	Kalamazoo Storage Building	Kalamazoo	MI	490	7,000
				09	
KSS Enterprises	422 Bacon St	Dayton	OH	45402	45,000
KSS Enterprises	5405 Telegraph Rd	Toledo	OH	43612	34,500
MASSCO	551 East 77th St	North Park City	KS	67147	61,136
MASSCO	1200 Erie Street	Kansas City	MO	64116	35,922
MASSCO	2401 South Council Road	Oklahoma City	OK	73128	38,100
MASSCO	2604 N Hemlock Circle	Broken Arrow	OK	74012	25,056
Millenium Packaging & Distribution	4829 Eisenhauer Road Ste 805	San Antonio	TX	78218	73,142
Millenium Packaging & Distribution	10634 Tanner Road Ste 100	Houston	TX	77041	89,060
Millennium Packaging & Distribution	2400 East 20	Arlington	TX	76018	89,000
Millennium Packaging & Distribution	1510 Cornerway Blvd	San Antonio	TX	78219	44,000
Mission Janitorial	9292 Activity Road	San Diego	CA	92126	40,320
Mooney General Paper	1451 Chestnut Ave	Hillside	NJ	7205	64,645
North American	2101 Claire Court	Glenview	IL	60025	270,000
North American	NA Chicago NA 3PL	Chicago			
Nevco	7695 South 5th Ave	Pocatello	ID	83204	10,000
NEXTGEN	11 Norfolk Street	Mansfield	MA	2048	83,592
North Bay Industries	5004 Dowdel Ave	Rohnert Park	CA	94928	89,896

Northwoods	4415 S Taylor Dr	Sheboygan	WI	53081	36,712
Penn Paper	215 Vine St	Scranton	PA	18501	125,000
Penn Paper	225 Vine St.	Scranton	PA	18503	
Penn Paper	Rear Vine Ste Parking Lot	Scranton	PA	18503	
PFS Sales	4701 Beryl Road	Raleigh	NC	27606	33,000
Penn Jersey Paper	9101 Yellow Brick Road	Rosedale	MD	21237	48,145
Penn Jersey Paper	9355 Blue Grass Road	Philadelphia	PA	19114	255,000
Qualmax	60 Grant Avenue	Carteret	NJ	7008	40,755
Royal Paper	7799 Marathon Drive	Livermore	CA	94550	16,000
Royal Paper	10232 Palm Drive	Santa Fe Springs	CA	90670	60,067
Royal Paper	1319 Alvarez Road Suite 110	Jacksonville	FL	32218	18,000
Royal Paper	3701 South 20th Avenue Unit 100	Dallas Fort Worth	TX	76039	30,344
Royal Paper	16245 West Beloit Road	New Berlin	WI	53151	28,312
Southeastern Paper Group	3850 Port Jacksonville Parkway	Jacksonville	FL	32226	78,361
Southeastern Paper Group	7080 Havertys Way	Lakeland	FL	33805	80,000
Southeastern Paper Group	4040 S. State Road 7, Suite 100	Dania Beach	FL	33314	75,592
Southeastern Paper Group	625 GA Why	Vidalia	GA	30470	
Southeastern Paper Group	1626 Liberty Expressway	Albany	GA	31705	5,000
Southeastern Paper Group	2400 Sullivan Road	College Park	GA	30337	420,000
Southeastern Paper Group	6201 Corporate Park Drive	Brown Summit	NC	27214	225,000
Southeastern Paper Group	50 Old Blackstock Road	Spartanburg	SC	29301	262,000
Southeastern Paper Group	SEPG Trailers of Storage in SEPG Spartanburg	Spartanburg	SC	29301	
Sierra Supply & Packaging	14174 Highway 31	Tyler	TX	75709	15,000
Sigma Supply	810 South 28th Street	Van Buren	AR	72956	100,000
Sigma Supply	5000 Burrough Road	Fort Smith	AR	72916	90,000

Sigma Supply	824 Mid America Blvd	Hot Springs	AR	71913	138,000
Sigma Supply	301 Mid America Blvd	Hot Springs	AR	71913	102,000
Sigma Supply	3770 Malvern Road	Hot Springs	AR	71901	50,000
Sigma Supply	7701 Industry Drive North	Little Rock	AR	72117	43,000
Sigma Supply	1201 Highway 49B	Paragould	AR	72450	30,000
Sigma Supply	4020 McCollum Court	Louisville	KY	40218	
Sigma Supply	7199 Al Bourland Drive	Shreveport	LA	71129	105,000
Sigma Supply	274 Nelson St	Hurlock	MD	21643	
Sigma Supply	1 Sigma Drive	Lake Cormorant	MS	386	198,000
				41	
Sigma Supply	2001 Nicholas St	Omaha	NE	68102	
Sigma Supply	2821 N. Marion Drive Suite 101	Las Vegas	NV	89115	79,486
Sigma Supply	11301 Partnership Drive, Suite B	Oklahoma City	OK	73131	37,620
Sigma Supply	8831 East Pine Street	Tulsa	OK	74115	80,000
Sigma Supply	845 Rosewood Drive	Columbia	SC	29201	79,000
Sigma Supply	1111 Cecil Road	Florence	SC	29501	55,000
Sigma Supply	1 Averitt Express Dr	Nashville	TN	37211	
Sigma Supply	2020 Greens Road	Houston	TX	77032	41,004
Sigma Supply	1249 Avenue R	Grand Prairie	TX	75050	33,000
Sigma Supply	1414 West Carrier Parkway	Grand Prairie	TX	75050	110,000
Sigma Supply	12758 Gambusino	El Paso	TX	79938	
Sigma Supply	949 West Oakdale Rd	Grand Prairie	TX	75050	
Sigma Supply	1806 Richmond HWY	Richmond	VA	23224	
South Jersey Paper Products	2400 Industrial Way	Vineland	NJ	8360	75,000
Southern Janitor Supply	34 East Court	West Melbourne	FL	32904	29,894
Sunbelt	5299 W. Center Street	Jasper	IN	47546	56,000

Sunbelt	149 West Egg Farm	Johnsonville	SC	29555	66,723
Swish White River	7826 Park Place	York	SC	29745	25,558
Swish White River	160 South Turnpike Road	Wallingford	CT	6492	3,000
Swish White River	1118 Route 14	Hartford	VT	5001	47,000
Swish White River	1366 Marshall Ave	Williston	VT	5495	4,000
Topmost Chemical & Paper	3394 Winchester Road	Memphis	TN	38118	43,764
Valley Janitorial Supply	400 S. Second Street	Hamilton	OH	45011	37,252
Valley Janitorial Supply	401 S 3rd Street	Hamilton	OH	45011	
Vasoking	C. 5 Nte 805, Cd Industrial 22444	Tijuana	BC		69,000
Walter Industrial & Supply	495 East 62nd Ave Ste 200	Denver	CO	80216	38,378
Waxie Sanitary Supply	975 Van Horn Road	Fairbanks	AK	99701	3,200
Waxie Sanitary Supply	4005 Spenard Road	Anchorage	AK	99517	17,900
Waxie Sanitary Supply	355 South Euclid Avenue	Tucson	AZ	85719	7,400
Waxie Sanitary Supply	4136 East McDowell Road	Mesa	AZ	85215	100,677
Waxie Sanitary Supply	72-080 Woburn Court	Thousand Palms	CA	92276	5,904
Waxie Sanitary Supply	2421 Del Monte Street	West Sacramento	CA	95691	72,000
Waxie Sanitary Supply	419 Nelo Street	Santa Clara	CA	95054	5,525
Waxie Sanitary Supply	9353 Waxie Way	San Diego	CA	92123	114,318
Waxie Sanitary Supply	3220 South Fairview Street	Santa Ana	CA	92704	78,517
Waxie Sanitary Supply	905 North Wineville	Ontario	CA	91764	138,638
Waxie Sanitary Supply	901 North Canyons Parkway	Livermore	CA	94550	82,550
Waxie Sanitary Supply	198 East Ross Road	El Centro	CA	92243	6,100
Waxie Sanitary Supply	WAXIE 16x Sea Containers	San Diego	CA	92123	
Waxie Sanitary Supply	2180 Victor Place	Colorado Springs	CO	80915	8,256
Waxie Sanitary Supply	1910 North Gun Club Road	Aurora	CO	80019	61,611

Waxie Sanitary Supply	1359 E. Commerce Way	Idaho Falls	ID	83401	8,600
Waxie Sanitary Supply	6663 S. Eisenman	Boise	ID	83716	10,368
Waxie Sanitary Supply	9180 East 35th Street North	Wichita	KS	67226	51,212
Waxie Sanitary Supply	277 East Pilot Road	Las Vegas	NV	89119	39,746
Waxie Sanitary Supply	4772 NE 190th Lane	Gresham	OR	97230	11,082
Waxie Sanitary Supply	5107 West 1730 South	Salt Lake City	UT	84104	86,881
Waxie Sanitary Supply	18314 80th Place South	Kent	WA	98032	79,560
Waxie Sanitary Supply	3808 N. Sullivan Road	Spokane Valley	WA	99216	4,000
Waxie Sanitary Supply	321 N Old Highway 91	Hurricane	UT	84737	
Weiss Bros.	18038 Oak Ridge Drive	Hagerstown	MD	217	72,000
				40	
YPV Distribution, Inc	825 E 26th Street	LaGrange Park	IL	60526	156,000

4.2 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.
BradyPLUS

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as

well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

90-Day Marketing Strategy

Phase I - Days 0-45 days

- Creation and distribution of a co-branded press release to trade publications
- Announcement, contract details and contact information published on BradyPLUS website https://www.bradyplus.com/omnia-partners

- Share contract details with BradyPLUS affiliates and suppliers
- Schedule roll-out meetings to discuss contract details and expectations.
- New product and pricing schedules shared with all Sales, Management, Customer Service, National Accounts, etc.
- Design, publication, and distribution of co-branded marketing materials.
- Add marketing materials, as they become available, to OMNIA Partners microsite
- Meet and discuss strategy and execution of new contract with our Business Development Partner
- Update the OMNIA ISO team on updates and scope of contract as well as a new distributor listing by state.

Phase II - Days 45-90 and beyond

- Add marketing materials, as they become available, to OMNIA Partners microsite for BradyPLUS.
- Commitment to attend and participate with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by the supplier. In addition, supplier commits to promote and marketing OMNIA Partner's contract at tradeshows and conferences both regionally and nationally.

- Work with OMNIA sales team to establish target customers.
- Set up work with days with OMNIA sales organizations for target agencies to schedule joint sales calls.
- Establish one year marketing calendar with supplier partners for promos to target customers and seasonal needs.
- Review new contract details with existing agencies and PPA customers.
- Ongoing commitment to aggressively market and promote the master agreement.
- Participating Public Agencies, existing BradyPLUS Public Agency customers, as well as prospective Public Agencies nationwide throughout Master Agreement's term. This includes case studies, collateral pieces, presentations, promotions, etc.
- Look at targeting current public sector customers that are not utilizing cooperatives today
- Look at targeting new customers in untapped markets using our Power BI tools, target lists and OMNIA Connect.

* Add marketing materials, as they become available, to OMNIA Partners microsite for BradyPLUS.

This contract has been and will be our primary go-to-market strategy for public sector. The BradyPLUS Affiliates will work together with OMNIA Partners to focus on end user calls, strategy planning, and additional training. The experience of our sales team will allow us to hit the ground running and reduce ramp-up time.

Exhibit M: OMNIA Partners Sell Sheet

Target activities ongoing throughout the year

- Training module (Bootcamp 101) for our sellers both in cooperative use and the OMNIA contract
- Virtual trainings provided to all sales on the OMNIA connect tool with each Sales Associate, Sales Administrator, Management and Customer Service having individual access to the tool.
- Multiple marketing campaigns throughout the year with suppliers to targeted agencies.
- Participate in OMNIA Connections as well as national events such as NIGP.
- Conduct business reviews with OMNIA and Region 14ESC to ensure continued alignment on growth and strategy throughout the year.
- Engage suppliers resulting in targeted sales activities and specific marketing campaigns.
- "C" level engagement ongoing.
- Share best practices among our 1500 sellers.
- Look at targeting new customers in untapped markets using our Power BI tools, target lists and OMNIA Connect.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

BradyPLUS continuously looks at ways to provide additional value and savings to our customers. We also find huge value in ensuring that our customers are adopting a national cooperative that prides itself on its lead agencies and the solicitation process. We will therefore always offer this contract as our go to strategy and transition customers to this contract when it is in their best interest and within their individual policies and procedures. BradyPLUS can offer significant experience marketing this contract as well as transitioning accounts to OMNIA. Our sales team has extensive knowledge on OMNIA and national cooperatives and uses this contract in discussions regularly with customers on how to procure products.

Today BradyPLUS services over 5,000 public sector customers with over 15,000 Ship-to locations on this contract and it is the single largest contract we have available today.

We participate in national cooperatives, regional cooperatives, and state contracts. BradyPLUS has been competitively awarded and very successfully implemented JanSan contracts with the States of Utah, South Carolina, Georgia, Oregon, Washington, Utah, Alaska, CMAS, Nevada and Arizona, Massachusetts. We also have cooperative contracts with Mohave, 1GPA, and NASPO as well as regional educational cooperative agreements with MISBO, North County Consortium, IPHEC, and FCCC. We strategically pick contracts to participate in based on scope of products or procedures/policies of our agencies that can often require contracts to have specific requirements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees

to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

BradyPLUS understands and will compile with request.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

BradyPLUS understands and will compile with request.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

BradyPLUS understands and will compile with request.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

   i. Executive Support

Jeff Roberts, Chief Revenue Officer
jeff.roberts@envoysolutions.com
(858) 292-8111 x 600

Steve Thomas, Executive VP – National Accounts
Steve.thomas@envoysolutions.com
(858) 292-8111 x 620

ii. Marketing

Ian Gresham, Chief Marketing Officer
Ian.gresham@envoysolutions.com
(216) 318-2179

Trent Fitzgerald, Director of Brand and Media Communications
trent.fitzgerald@envoysolutions.com
(858) 292-8111 x 782

iii. Sales

Amanda Parent, Senior Director of National Accounts, Public Sector
amanda.parent@envoysolutions.com
(619) 606-6100

Michael Gregus, Director of National Accounts, Public Sector, West
Michael.gregus@envoysolutions.com
(858) 239-8997

Tina Woods, Manager of National Accounts, Public Sector, Northeast/Mid-Atlantic
Tina.woods@envoysolutions.com

Bianca Lopez, Manager of National Accounts, Public Sector, Central
Bianca.Lopez@envoysolutions.com

iv. Sales Support

Gretzen Perez, National Accounts Specialist
Gretzen.perez@envoysolutions.com
(858) 300-2879

Greg Jones , National Account Manager – Specialist
greg.jones@envoysolutions.com
(858) 292-8111 Ext. 626

v. Financial Reporting

Gretzen Perez, National Accounts Specialist
Gretzen.perez@envoysolutions.com
(858) 300-2879

Greg Jones , National Account Manager – Specialist
greg.jones@envoysolutions.com
(858) 292-8111 Ext. 626

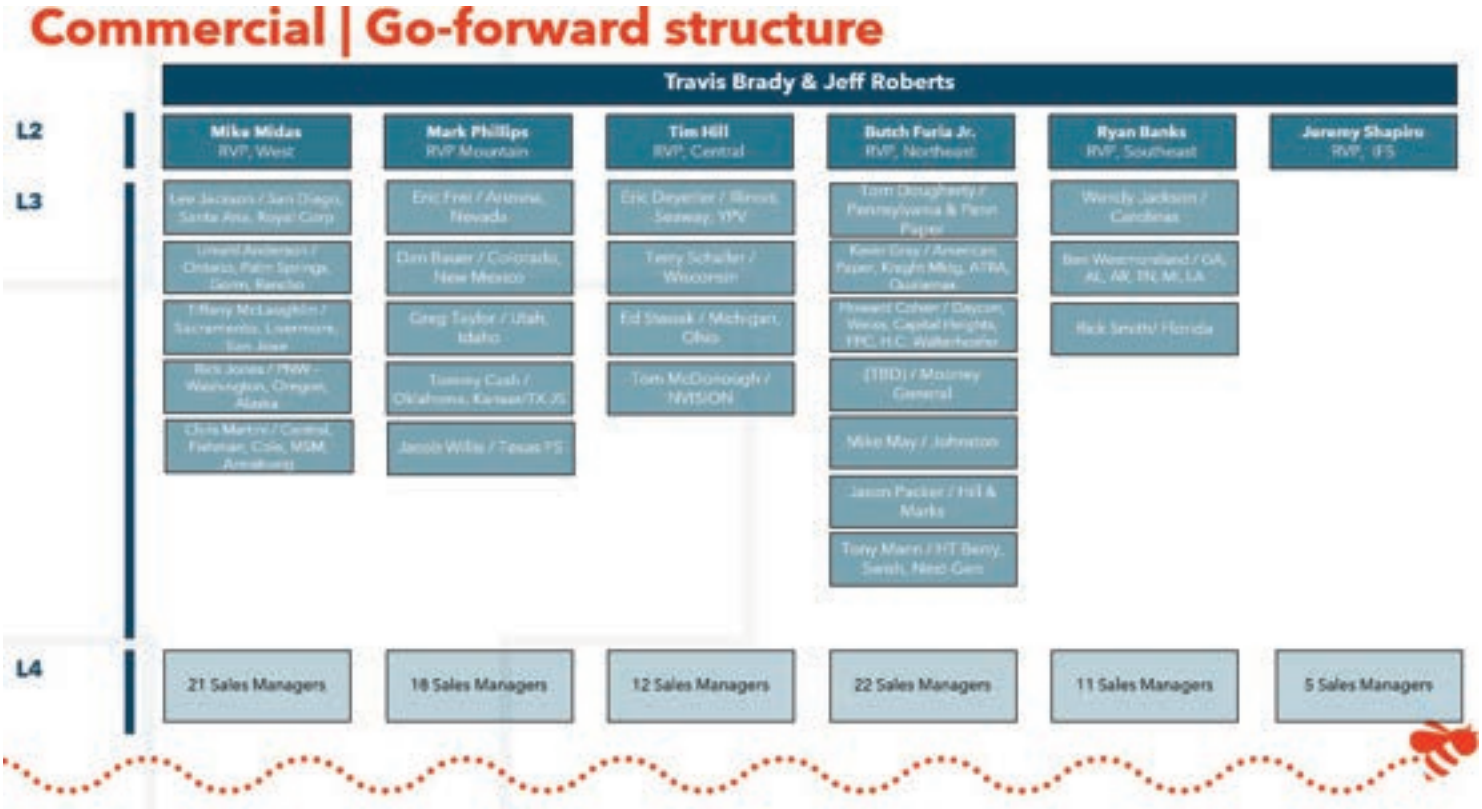
vi. Accounts Payable

***Each affiliate has their own Accounts Payable department that will handle invoicing.**

vii. Contracts

Amanda Parent, Senior Director of National Accounts, Public Sector
amanda.parent@envoysolutions.com
(619) 606-6100

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.



I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

BradyPLUS's family of Affiliates bring diverse perspectives to cooperative contracts that foster innovation and creativity to help drive success. Participating Agencies will

have access to familiar local expertise through our Affiliates, which enables greater responsiveness to a new cooperative contract. Through collaboration, combining expertise and sharing resources, BradyPLUS delivers the level of control and flexibility required to be agile and adaptable to grow and service a national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

BradyPLUS' Senior National Accounts Director, along with the National Accounts Director and Managers, will generate target lists with location and department level detail, using BI software in conjunction with OMNIA Connect Tool. BradyPLUS Senior Director of National Accounts will schedule launch meetings at BradyPLUS distribution centers, within 30 days of award, to share target information, and to introduce BradyPLUS sellers to OMNIA Partners sellers. Sellers can coordinate schedules to either create joint sales calls or to divide workload, as appropriate.

Efforts will be tracked within BradyPLUS via CRM software. BradyPLUS Senior Director of National Accounts will maintain regular communication with OMNIA Partners' Partner Development to monitor and direct continued efforts. Our Affiliate sales reps will be trained to align with an OMNIA seller and the team then identifies targets to pursue in their local markets. This practice of targeting opportunities in the local market provides direction to the sellers to pursue relevant opportunities with significant upside.

BradyPLUS will coordinate our targeting activities with supplier partners who assist in developing co-branded marketing pieces. All sellers are held responsible for reporting back results against their target list. Marketing campaigns are held at various times over the course of the year to reflect market opportunities for specific products.

BradyPLUS and WAXIE have been long-time partners of OMNIA contracts. The Senior Director for BradyPLUS already has monthly meetings with OMNIA to discuss strategy, training, etc. for growth. BradyPLUS has previously participated in several OMNIA events to include OMNIA connection, this helped us better connect with all levels of the OMNIA sales team as well as leadership to drive strategy. We also hold a meeting yearly to discuss direction of sales on the contract, how to better connect and interact with OMNIA departments and learn new techniques for growing together. In the past we have partnered with the OMNIA local sales rep to identify targets we have in common. We also have created web pages, sell sheets and represent OMNIA at all local sales conferences and tradeshows, both nationally and regionally. BradyPLUS Affiliates will provide training to all sales representatives based on the terms of the contract and the use of cooperatives across the U.S. We use this training in conjunction with target lists to best equip our team for successful onboarding of new accounts.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

We are unable to provide confidential information related to our customers. Our customers trust us to diligently safeguard and protect their records and information as responsible stewards of their data.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

BradyPLUS has a number of different web-based solutions to support order fulfillment. Our main tool is our full-featured online ordering website. Our online website contains real time pricing, product availability, historical order lookup, contract price lists, product images, extended product descriptions, and SDS (formerly MSDS) sheets. Additionally, our websites contain advanced functionality of ship-to level budgeting through Spend Management and the ability to set up a user's customized shopping list.

Orders placed via the web are submitted to our warehouses immediately, ensuring no delay for our next day delivery cut off times with cut off times varying by location. A second tool available to customers is the ability for our affiliates to handle Punch Out functionality. Most of our affiliates have this capability and will by set up as requested by customers and based on the size and scope of the account. This functionality allows a customer to access the affiliates online ordering website through a cXML-based integration between the customer's system and our web servers. The Punch Out protocol ensures the customer's backend systems have visibility to the items being ordered and the expected delivery dates.

BradyPLUS also offers traditional EDI, email, fax/facsimile, and phone alternatives for customers to place their orders.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Since there is no requirement that the lead agent or any public entities must purchase from this contract and as there may be multiple awardees to this RFP, BradyPLUS does not wish to guarantee sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Please refer to our pricing proposal and submitted catalog based on discount from list.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ____ day of _____ 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), and _____("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____(the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees

that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier

shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials

reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Appendix B – OMNIA Partners Exhibits

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities; and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

EXAMPLE

OMNIA PARTNERS

			Supplier Name		Total Sales	$0.00										
			Contract Number		Admin Fee %											
			Reporting Period		Total Admin Fee	$0.00										
													FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Withheld	Unapproved	Rebate Due	Rebate Name

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Signature	Signature
Steve Thomas	Sarah Vavra
Name	**Name**
Senior VP National Accounts	Sr. Vice President, Public Sector Contracting
Title	Title
04/01/2024	
Date	Date

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Supplier as detailed in the terms of the contract.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does supplier agree to abide by the above? YES _____ Initials of Authorized Representative of supplier

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

Version January 12, 2024

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, supplier certifies that supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Supplier also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the supplier certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded **from participation by any federal department or agency. If at any time during the term of an award the supplier or its principals** becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the supplier will notify the Participating Agency.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The supplier further certifies that supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, supplier certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, supplier certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or supplier must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

Supplier's Name: WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS companies
Address, City, State, and Zip Code: 9353 Waxie Way San Diego, CA, 92123
Phone Number: (800) 995-4466
Fax Number: _____

Printed Name and Title of Authorized Representative: Steve Thomas - Senior VP National Accounts
Email Address: sthomas@waxie.com
Signature of Authorized Representative: _____
Date: 04/01/2024

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Supplier agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of supplier that are pertinent to supplier's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to supplier's personnel for the purpose of interview and discussion relating to such documents.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Supplier shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Supplier shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does supplier agree? YES _____ Initials of Authorized Representative of supplier

Supplier agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that supplier certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Supplier's Name: WAXIE's Enterprises, LLC, and its affiliates. BradyPLUS companies

Address, City, State, and Zip Code: 9353 WAXIE way, San Diego, CA, 92123

Version January 12, 2024

Phone Number: (800) 995-4466 Fax Number: _____

Printed Name and Title of Authorized Representative:
Steve Thomas - Senior VP National Accounts

Email Address:
sthomas@waxie.com

Signature of Authorized Representative: _____ Date: 04/01/2024

certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Supplier agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Supplier's Name: WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS companies

Address, City, State, and Zip Code:
9353 WAXIE way, San Diego, CA, 92123

Phone Number: (800) 995-4466 Fax Number: _____

Printed Name and Title of Authorized Representative:
Steve Thomas - Senior VP National Accounts

Email Address: sthomas@waxie.com

Signature of Authorized Representative: _____

Date: 04/01/2024

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute,

breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for

procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-
1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or

repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to

which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and AssistedConstruction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-

3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for

termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as

supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event ofany violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any

moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the

clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of

amounts in excess of $150,000 under a federalgrant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§ 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided byFEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract

within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

i. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required auditservices.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of$25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-

LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies, “49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans

with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions

required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations,

"Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the

subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor’s bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____

_____

_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all

interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

   a. The items to be procured are urgently required;

   b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

   A protest filed with FTA shall:

   a. Include the name and address of the protestor.

   b. Identify the grantee, project number, and the number of the contract solicitation.

   c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

   Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All suppliers submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the supplier's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding **Entity Listed in Part II**	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steve Thomas	Title:	Senior VP National Accounts
Signature:		Date:	04/01/2024

Version January 12, 2024

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ California
County of SAN Diego ss:

I, A. Stevenson Thomas San Diego
(name of affiant) (name of municipality)
in the County of San Diego and State of California of full age, being duly sworn according to law on my oath depose and say that:

I am Sr VP National Accts of the firm of Waxie's Ent. LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled RFP 24-S824, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 14 ESC relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Waxie's Enterprises, LLC.

Subscribed and sworn to

before me this day

04/02/, 2024

Notary public of California

My Commission expires 7/31/2027

(Seal)

Signature

A. Stevenson Thomas
(Type or print name of affiant under signature)

YOEL MUHAMMAD
Notary Public - California
San Diego County
Commission # 2456338
My Comm. Expires Jul 31, 2027

Version January 12, 2024

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS companies

Street: 9353 WAXIE Way

City, State, Zip Code: San Diego, CA, 92123

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

04/01/2024

Date

Authorized Signature and Title

Sr. VP National Accts

Version January 12, 2024

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	WAXIE's Enterprises, LLC, and its affiliates, BradyPlus companies		
Address:	9353 WAXIE Way		
City:	San Diego	State: CA	Zip: 92123

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Steve Thomas	Senior VP National Accounts
Signature	Printed Name	Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 02 day of April, 2024

(Notary Public)

My Commission expires: 07/31/24

(Affiant)

A Stephen Thomas

(Print name & title of affiant)

Sr. VP National Accts.

(Corporate Seal)

YOEL MOHAMMAD
Notary Public - California
San Diego County
Commission # 2456388
My Comm. Expires Jul 31, 2027

Version January 12, 2024

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Steve Thomas
Printed Name of Authorized Agent

Signature of Authorized Agent

Senior VP National Accounts
Title

04/01/2024
Date

WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS companies
Company Name

Version January 12, 2024

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- **Copy of Letter of Federal Approval**
- **Certificate of Employee Information Report**
- Fully Executed Form AA302
- **Fully Executed EEO-1 Report**

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Steve Thomas **Title:** Senior VP National Accounts

Signature: _____ **Date:** 04/01/2024

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230

TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 1-24-S824 **VENDOR/BIDDER:** WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS companies

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or ✓

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

04/01/2024
Date

Steve Thomas - Senior VP National Accounts
Print Name and Title

Version June 16, 2023

Certification 7435

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2027

AMERICAN PAPER AND SUPPLY COMPANY
10 INDUSTRIAL ROAD
CARLSTADT NJ 07072

ELIZABETH MAHER MUOIO
State Treasurer

Certification 7431

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2027

ATRA JANITORIAL SUPPLY CO.
220 WEST PARKWAY BLDG B UNIT 6
POMPTON PLAINS NJ 07444

ELIZABETH MAHER MUOIO
State Treasurer

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
AMERICAN PAPER TOWEL CO., L.L.C.

TRADE NAME:

ADDRESS:
10 INDUSTRIAL ROAD
CARSDTADT NJ 07072-1613

SEQUENCE NUMBER:
0926738

EFFECTIVE DATE:
08/01/02

ISSUANCE DATE:
04/05/16

Director
New Jersey Division of Revenue

FORM BRC

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ATRA JANITORIAL SUPPLY CO., LLC
Trade Name:	
Address:	220 WEST PARKWAY UNIT 6 & 7 POMPTON PLAINS, NJ 07444
Certificate Number:	2793105
Effective Date:	November 21, 2022
Date of Issuance:	January 18, 2023

For Office Use Only:

20230118110650043

Signature

Date

Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S Territories			

Lists of political subdivisions and local governments in the above referenced states / districts and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR CITY OF GOLD HILL, OR

CITY OF
GRANTS
PASS, OR
CITY OF
GRESHAM,
OR CITY
OF
HILLSBOR
O, OR CITY
OF
INDEPEND
ENCE, OR
CITY AND COUNTY OF
HONOLULU, HI CITY OF
KENNER, LA
CITY OF
LA
GRANDE,
OR CITY
OF
LAFAYETT
E, LA CITY
OF LAKE CHARLES, OR CITY
OF LEBANON, OR CITY OF
MCMINNVILLE, OR CITY OF
MEDFORD, OR CITY OF
METAIRIE, LA CITY OF
MILL CITY, OR CITY OF
MILWAUKIE, OR CITY OF
MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR

CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT CASTLE VALLEY, UT CITY OF
CEDAR CITY, UT CEDAR FORT, UT
CITY OF CEDAR HILLS, UT CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT CENTRAL VALLEY, UT
CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON,
UT CLAWSON, UT CLEARFIELD, UT CLEVELAND,
UT
CLINTON CITY CORPORATION, UT COALVILLE, UT
CORINNE, UT CORNISH, UT

COTTON
WOOD
HEIGHTS,
UT
DANIEL,
UT
D
E
L
T
A
,
U
T
D
E
W
E
Y
V
I
L
L
E
,
U
T
D
R
A
P
E
R
C
I
T
Y
,
U
T
D
U
C
H
E
S
N
E
,
U
T
E
A
G
L
E

MOUNTAIN, UT EAST
CARBON, UT ELK
RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT

JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT

KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT
LA VERKIN, UT LAYTON, UT LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT LEVAN, UT
LEWISTON, UT LINDON, UT LOA, UT
LOGAN CITY, UT LYMAN, UT LYNNDYL, UT
MANILA, UT MANTI, UT MANTUA, UT

MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT

WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,

PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR CEDAR

VALLEY - NORTH BANK R.F.P.D., OR CENTRAL
CASCADES FIRE AND EMS, OR CENTRAL CITY
ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE
DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY
DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER
DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION
DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL
DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT
COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY
#15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER
DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT
DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION
SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION
DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD
DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE
DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT
COMPANY, OR

DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR

HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR

LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR

LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COUNTY PARK & RECREATION DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR MIDDLE

FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR

PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR RIVERSIDE WATER DISTRICT, OR ROBERTS CREEK WATER DISTRICT,

OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUNMOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR SUNFOREST

ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT,

OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE POINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56 NEWBERG

PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT PROVO SCHOOL

DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION HAWAII

BradyPLUS

Response to RFP

Exhibits

WAXIE Service Centers & Preventative Maintenance Programs

The Most Trusted Name In Clean. Since 1945.

Exhibit A

EQUIPMENT REPAIR

WAXIE operates fully staffed service centers with factory trained technicians that realize keeping equipment in peak condition is necessary for efficient operations. WAXIE Service Centers perform in-house and on-site equipment repair via mobile service vehicles available for both on-site repair and preventative maintenance.

To prevent productivity loss, which can lead to higher overall cost and lower building appearance, WAXIE Service Centers offer Preventative Maintenance Programs. These programs are aimed at keeping the contract user's equipment operating without interruption.

WAXIE employs Equipment Specialists that are available for on-site consultations for any customer. In addition to field diagnosis and trouble-shooting, Equipment Specialists provide initial training for new equipment purchases, as well as equipment maintenance seminars.

360 DEGREE COVERAGE TO MAXIMIZE YOUR UP-TIME

© 2016 WAXIE Sanitary Supply

PREVENTATIVE MAINTENANCE PROGRAMS

Preventative Maintenance Programs are available to customers who rely on labor savings generated by having cleaning equipment in proper working condition.

Scope of Work:
The goal of Preventative Maintenance Programs is to eliminate down time and prevent costly repairs from occurring. During each preventative service, WAXIE conducts a thorough inspection on each piece of equipment, detailed on a form to be provided to the end-user.

*WAXIE's **Equipment Rental Program** offers immediate replacement of quality brand machines.*

SERVICE PROVIDED DURING PREVENTATIVE MAINTENANCE

LUBRICATION
- Trans-axle
- Caster Wheels
- Drive Chain
- Pivot Joints
- Squeegee Mountings
- Check Motor Oil

INSPECT/TEST
- Dash Gauges/Indicators
- Hour Meter
- Drive System
- Solution Valve
- Brush
- Squeegee Assembly
- Pad Pressure
- Pad Drivers
- Pad Holders

FILTER CHECK
- Vacuum Screen
- Vacuum Filter
- Solution Screen
- Air Filter
- Oil Filter

GASKET/HOSE CHECK
- Vacuum Hose
- Recovery Drain Hose
- Solution Drain Hose
- Recovery Tank Gasket Lid
- Drain Hose Gasket

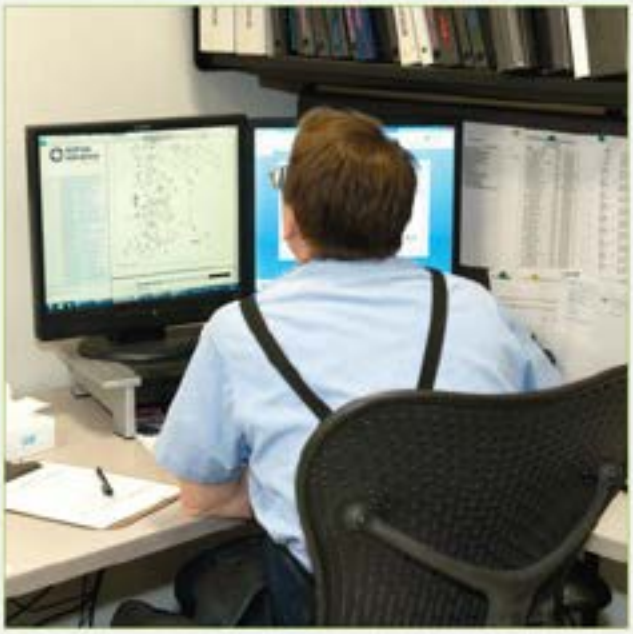
ELECTRICAL TEST
- Brush Motor
- Drive Motor
- Brush Actuator
- Vacuum Motor

BATTERIES
- Voltage Readings
- Battery Condition
- Post/Cable Condition
- Caps

EXTERIOR
- Solution Tank
- Recovery Tank
- Front Cover
- Brush Cover
- Overall Condition

© 2016 WAXIE Sanitary Supply

ABOUT WAXIE



"skilled & dedicated response team"

MAINTENANCE & SERVICE OPTIONS

WAXIE AT YOUR SERVICE

Service & Repair Options

- Custom fit Preventative Maintenance Programs
- Authorized warranty service centers
- Factory trained service technicians

WAXIE Repair Services

- Next day service for unscheduled requests
- Authorized Service Center & on-site repairs

Having an Emergency?

- Technicians available to get you up and running
- WAXIE Maintenance Services
- Authorized Service Center & Mobile Service options

PARTS & RENTALS

FLEXIBILITY & OPTIONS

Need Parts? We Have the Parts You Need.

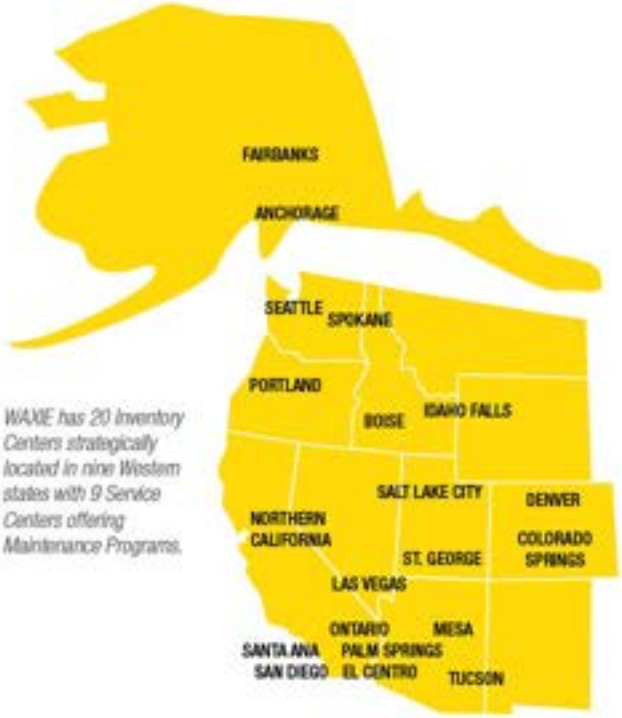
- Hundreds of parts in stock
- Quick access to the parts you need
- 3–5 day turnaround for non-stocked parts
- Next day shipping available for emergencies

Equipment Rental

- Immediate replacement
- Broad range selection
- Quality brand machines

"WAXIE gets you back on track"

WAXIE has 20 Inventory Centers strategically located in nine Western states with 9 Service Centers offering Maintenance Programs.



WAXIE SANITARY SUPPLY®

The Most Trusted Name In Clean. Since 1945.

Corporate Headquarters | 9353 Waxie Way | San Diego, CA 92123

(800) 995-4466 | www.waxie.com

© 2016 WAXIE Sanitary Supply

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

WAXIE Web@Work®

Online Ordering

Quick and easy ordering of all your cleaning supply needs

Account Management

Analyze product usage information, check real-time status of orders

SDS Lookup

Immediate access to GHS compliant Safety Data Sheets

Exhibit C

shop.waxie.com

WAXIE Web@Work® provides you with access to the information that makes ordering supplies and managing your account easier.

Online SDS

Important right-to-know information right at your fingertips.

Real-Time Order Status

Focus in on the status of the orders on your account.

Analyze Usage Information

Review your average monthly product usage.

Online Ordering

WAXIE Web@Work makes ordering your cleaning supplies quick and easy.

Shopping Lists

Make online ordering even quicker by customizing your list of products.

Online Catalog

Real-time access to the most up-to-date product information.

Product Availability

Put our inventory at your fingertips.

Enhanced Searching

Use product attributes (size, color, fragrance) to help find the exact product you are looking for.

eINVOICING

eINVOICING enables you to eliminate the high costs of errors, and operational challenges of paper processes.

WAXIE offers eINVOICING to increase efficiencies, reduce errors, lower costs, and to promote sustainability.

(Does not include online payment at this time.)

ADDITIONAL CUSTOM FEATURES

Real-Time Account Summary and Invoice Status

View a real-time financial snap-shot of your account at a glance.

Real-Time Inventory Detail

Put the exact quantities of our inventory at your fingertips.

Approvers

Supply order is placed only after your approval.

Spend Management

Spend Management allows several options for you to track your budget dollars. Budgets are available on a per month, per quarter or per year basis.

Web@Work® Quick Reference Guide

WAXIE Web@Work

Quick Reference Guide

WAXIE SANITARY SUPPLY

shop.waxie.com

© 2016 WAXIE Sanitary Supply

Connect to WAXIE Online for faster, easier ordering

You can access all the information you need to stay connected with WAXIE Sanitary Supply, through our easy-to-use eCommerce service. Browse the WAXIE product catalog, access Safety Data Sheets, look-up prices, create your own custom order guide, place orders and receive confirmation–all via a convenient and quick interface.

Reduce transaction costs. Start ordering online today with these simple steps:

Select Your Shopping Experience

Desktop Quick Reference Guide

Mobile Quick Reference Guide

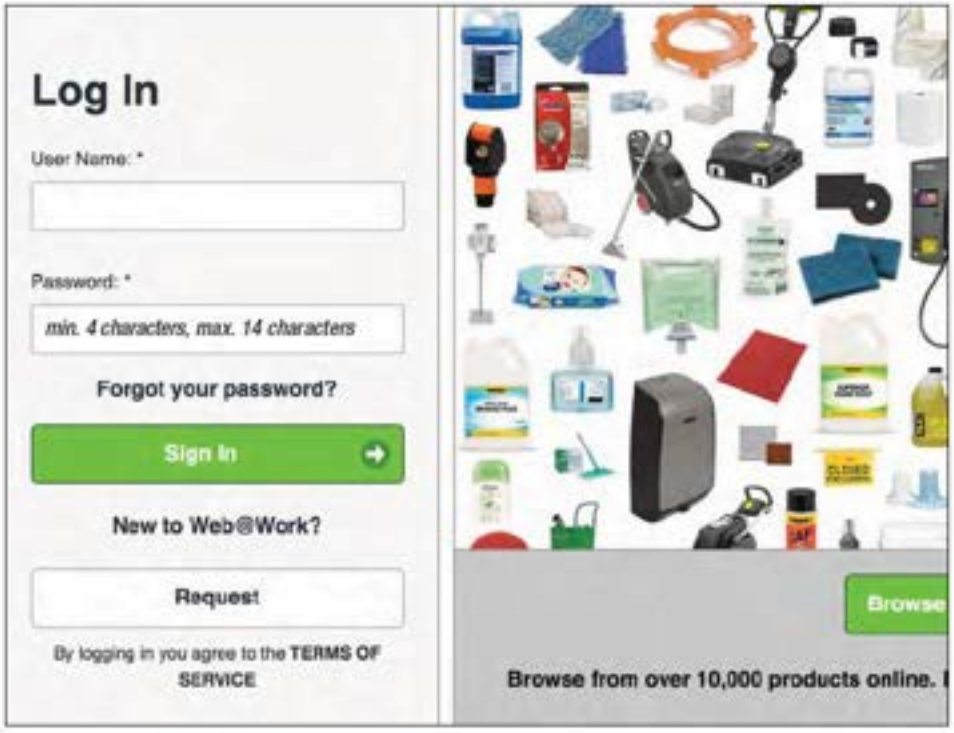
© 2018 WAXIE Sanitary Supply

Desktop WAXIE Web@Work Quick Reference

1 Connect to the Internet and Log In

- Launch your web browser and type in the address: https://shop.waxie.com.
- Enter your User Name and Password (password is case sensitive). Please see your Account Consultant for this information.
- Click the Sign In button to start an order.

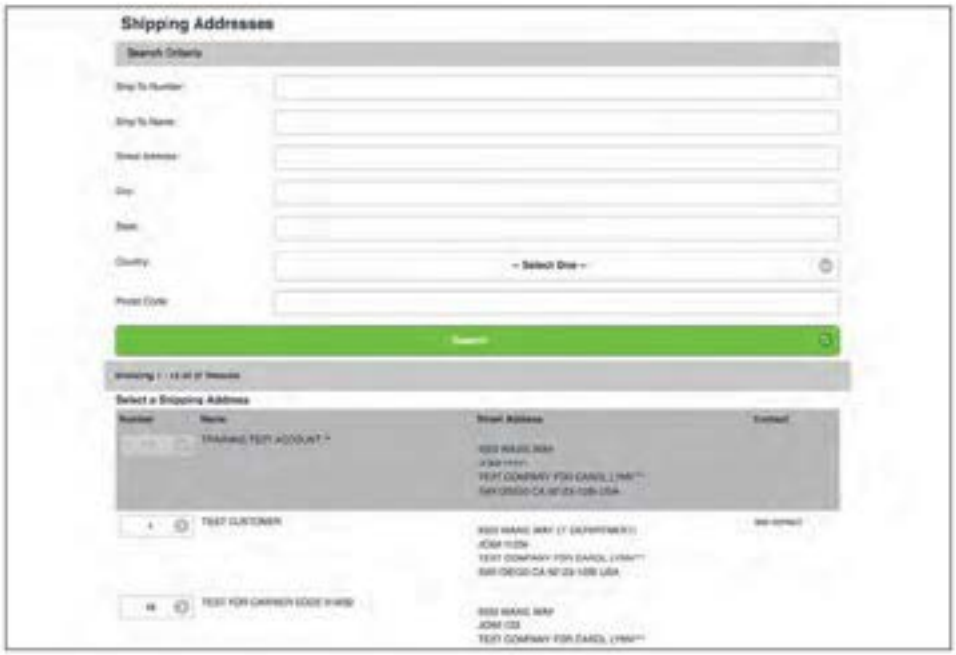
TIP
This is your WAXIE customer login screen. You can add this page to your browser "Favorites" or "Bookmarks" for quickest access.



2 Starting Orders

(If you have only one ship-to, proceed to step 3)

- Choose the appropriate delivery address by clicking on the Ship-to number in the list.



© 2018 WAXIE Sanitary Supply

3 Selecting Items Using Categories

- Category Images group items based on their use or properties.
- Choose a Category by clicking the link or Image around

TIP
Access the Category Menus and SubMenus by hovering over the "Shop Categories Section"

4 Adding Items Using Search

- Search: Use the "Search Products" field at the top of the window.
- Attributes: Use the Attributes on the left side of your search return to further refine the Search or Browse.
- Enter the amount(s) desired in the quantity box. Click the Add to Cart button

© 2016 WAXIE Sanitary Supply

5 Shopping Cart

- Click the white Cart button to display the contents of the shopping cart.
- To view or make changes to your cart Click "Cart Detail"
- To Adjust the quantity of your items, change the number in the "Qty" Field and Click "Update".
- Remove an item by clicking in the check box at the far right of the product. Click Delete.
- Click the Checkout button if your shopping cart is complete. Click the Continue Shopping link to return to the product page.
- To make a Reusable Shopping List with your current Cart

© 2018 WAXIE Sanitary Supply

6 Shopping Lists

- Add items from your cart to the shopping list.
- View your Cart Details (Section 5).
- Click the "Create Shopping List Button"
- Give your shopping list a name and description. Click "Create".
- Access your Shopping list in the My Account Section under Shopping Lists.

TIP
Your Shopping List Menu is also the location for your Negotiated Pricing List (NPL)

© 2018 WAXIE Sanitary Supply

7 Checking Out

- Click the "Shopping Cart" and Select Checkout. You can also select Checkout from the "Cart Detail" Screen.
- Some information will be pre-filled, verify that all information required is entered in each section.
- If Paying by Credit Card, select the "Pay by Credit Card" check box. Enter the credit card information
- Enter any additional Shipping Instructions
- Enter a numerical and/or buyer's name PO Number (required)
- Select a different Requested Ship Date if required
- In addition, you must verify summary information for the order such as the number of items and the estimated total. Click the **Submit Order** button to send the order.

TIP
You can expand and collapse the Billing Address, Order information by clicking the "+" and "-" Icons.

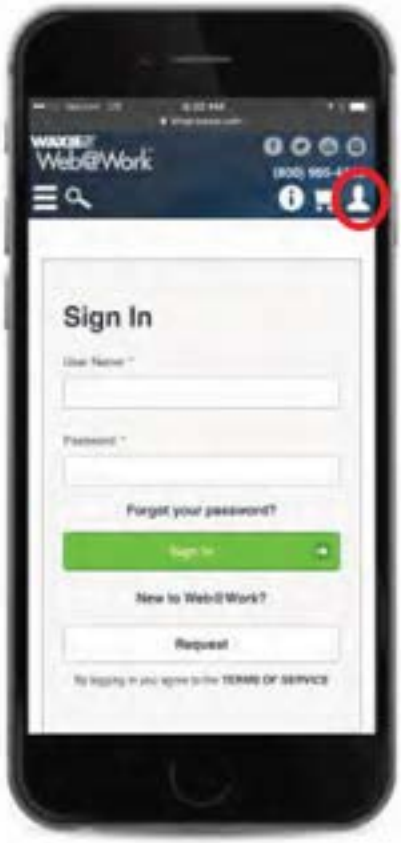
© 2016 WAXIE Sanitary Supply

Mobile WAXIE Web@Work Quick Reference

1 Logging In on a Mobile Device

- Launch web browser and type in the address: http://shop.waxie.com
- Enter User Name and Password (password is case sensitive). Please see Sales Consultant for this information
- Alternatively, tap the Account icon for a popout login option

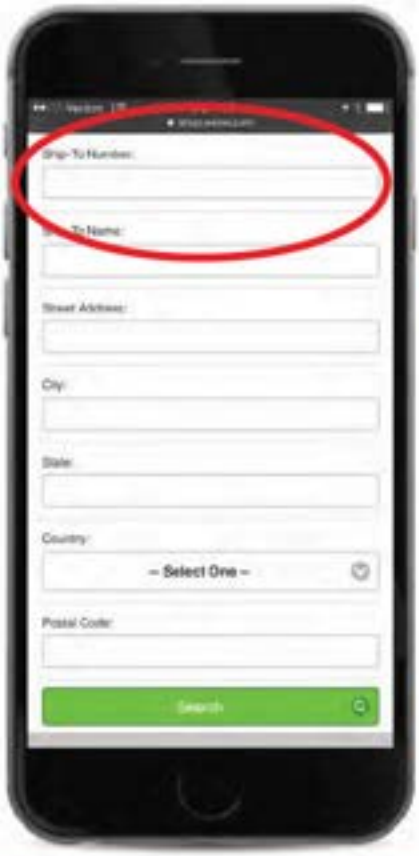
TIP
This is your WAXIE customer login screen. You can add this page to your browser "Favorites" or "Bookmarks" for quickest access.

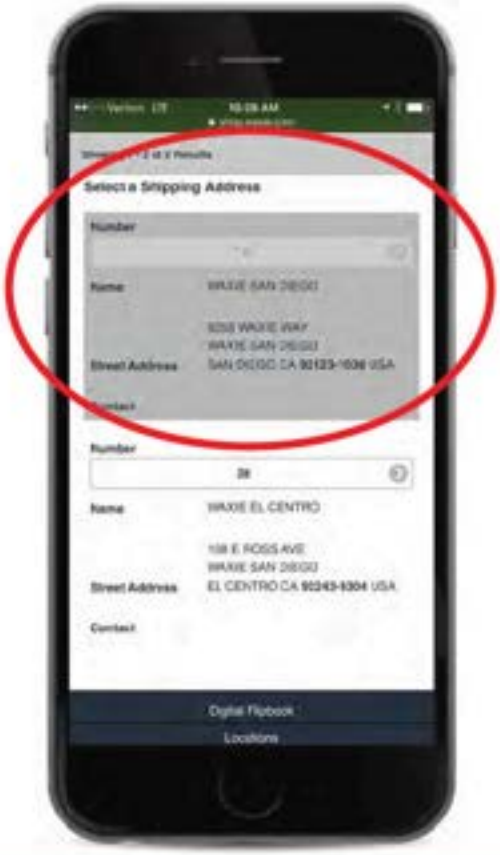


2 Starting Orders

(If you have only one Ship-To, proceed to step 3)

- Choose the appropriate delivery address by scrolling down and tapping the Ship-To in the list
- Or, Search Ship-To's by entering a Ship-To Number, Ship-To Name, or address of the Ship-To and tap Go. Scroll down and tap on the returned Ship-To

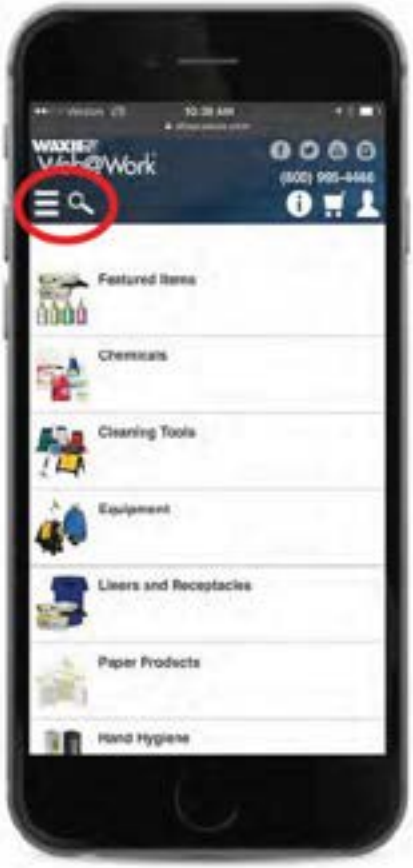




© 2017 WAXIE Sanitary Supply

3 Browsing Categories and Sub-Categories

- Begin a search by picking a category or tapping the magnifying glass icon to search
- Filter by Category and Sub-category
- Utilize the dropdown menu by tapping the Hamburger icon
- Once you've found your item, update quantities and add to your cart



4 Filter Results and Browse Products

- From the browse products tab, filter results using attributes like Manufacturer, Application, and Product Type

TIP
Use Attributes to filter product results such as color, scent, and size. Results filter with each selection.

© 2017 WAXIE Sanitary Supply

5 Product Details

- The product details page includes all product info, Safety Data Sheets, and complimentary and alternative items
- Tap on the product image for a larger detailed picture

TIP
To open an SDS or product literature, simply tap the corresponding tab and a new window will open.

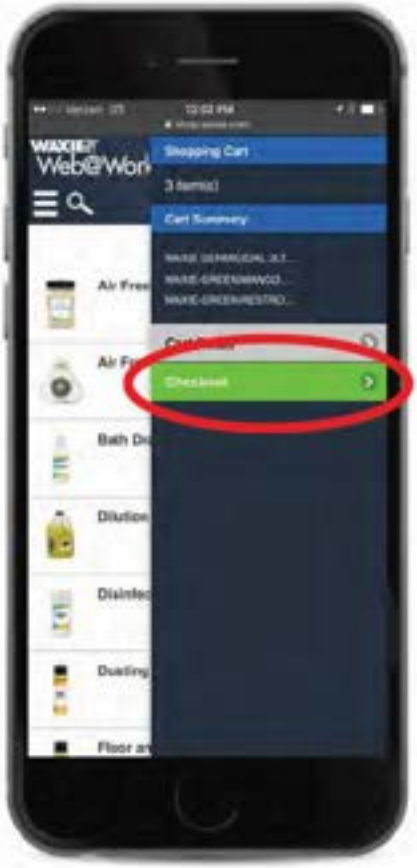
6 Cart Details

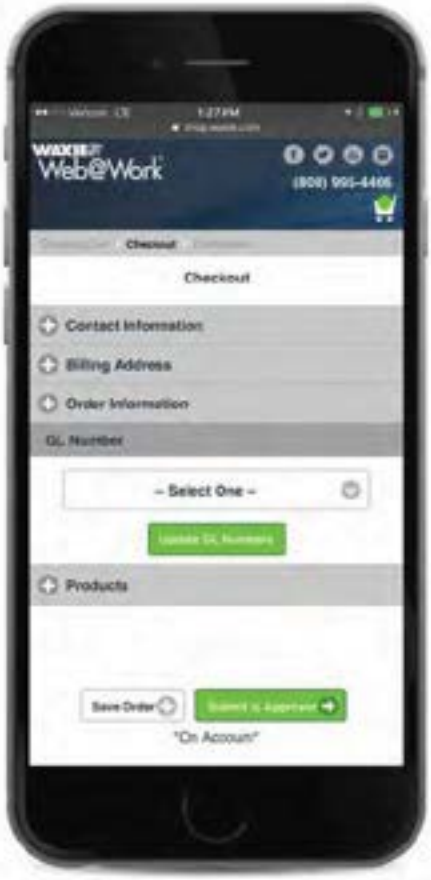
- Tap the Shopping Cart icon in the top right to view a Cart summary in a popout tab
- Tap the Cart Detail tab to view full cart details
- Modify the quanity desired by using the up and down arrows in the Cart Details

© 2017 WAXIE Sanitary Supply

7 Checkout

- Access Checkout by clickng the Shoping Cart icon from the popout tab
- If paying by Credit Card, tap the 'Pay by Credit Card' enter the credit card information below
- Enter any additional Shipping Instructions
- Change the Contact Name and Email if required
- Enter a Phone Number if needed
- Enter a numerical and/or buyer's name PO Number (required)
- Select a different requested Ship Date if required
- In addition, you can verify summary information for the order such as the number of items and the estimated total by tapping on products. Click the submit button to order





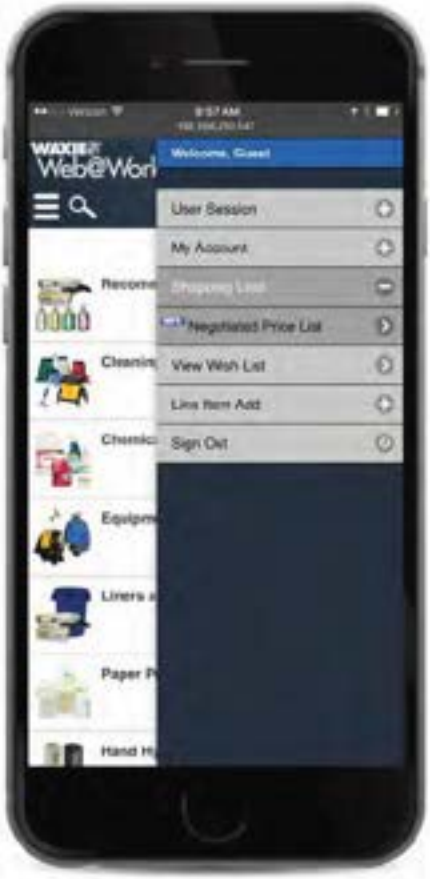
8 Account Features

- View all account info by tapping the Account icon
- Tap User Session, this provides user info and the shipping address for the order being placed.

© 2017 WAXIE Sanitary Supply

9 Edit Account Info, View Price Lists, and More

- View, edit, or change account info from the My Account tab
- Tap Shopping List tab to view lists like the Negotiated Price List
- Choose a Pick-Up location for Will Call orders
- Find your Saved Orders



10 Line Item Add and Order Pad

- Found by tapping the Account Icon
- Tap the Order Pad or Line Item Add tab, when you know the item number and unit of measure, this is a quick way to add items to your cart

© 2017 WAXIE Sanitary Supply

11 Order Approvals

- Access Pending and Declined orders by clickng the Account icon and click Approvals
- Select Approve, Edit, or Delete
- Approve jumps to the checkout page, Edit jumps to the Shopping Cart, and Delete will delete the order and send it back to the original user

© 2017 WAXIE Sanitary Supply

WAXIE®
SANITARY SUPPLY

Capabilities

The Most Trusted Name In Clean. Since 1945.

Exhibit D:

Setting Higher Standards

Your Business Matters | WAXIE Delivers

Success is not a guarantee; it comes through hard work, consistency and integrity.

We stay on top of our customers' needs and provide excellent service, on-going education, streamlined logistics, quality products, and a trusted partnership.

- Integrity & Values
- Service & Support
- Education & Training
- Innovative Technology
- Products & Equipment
- Logistics & Delivery
- Budget & Awareness

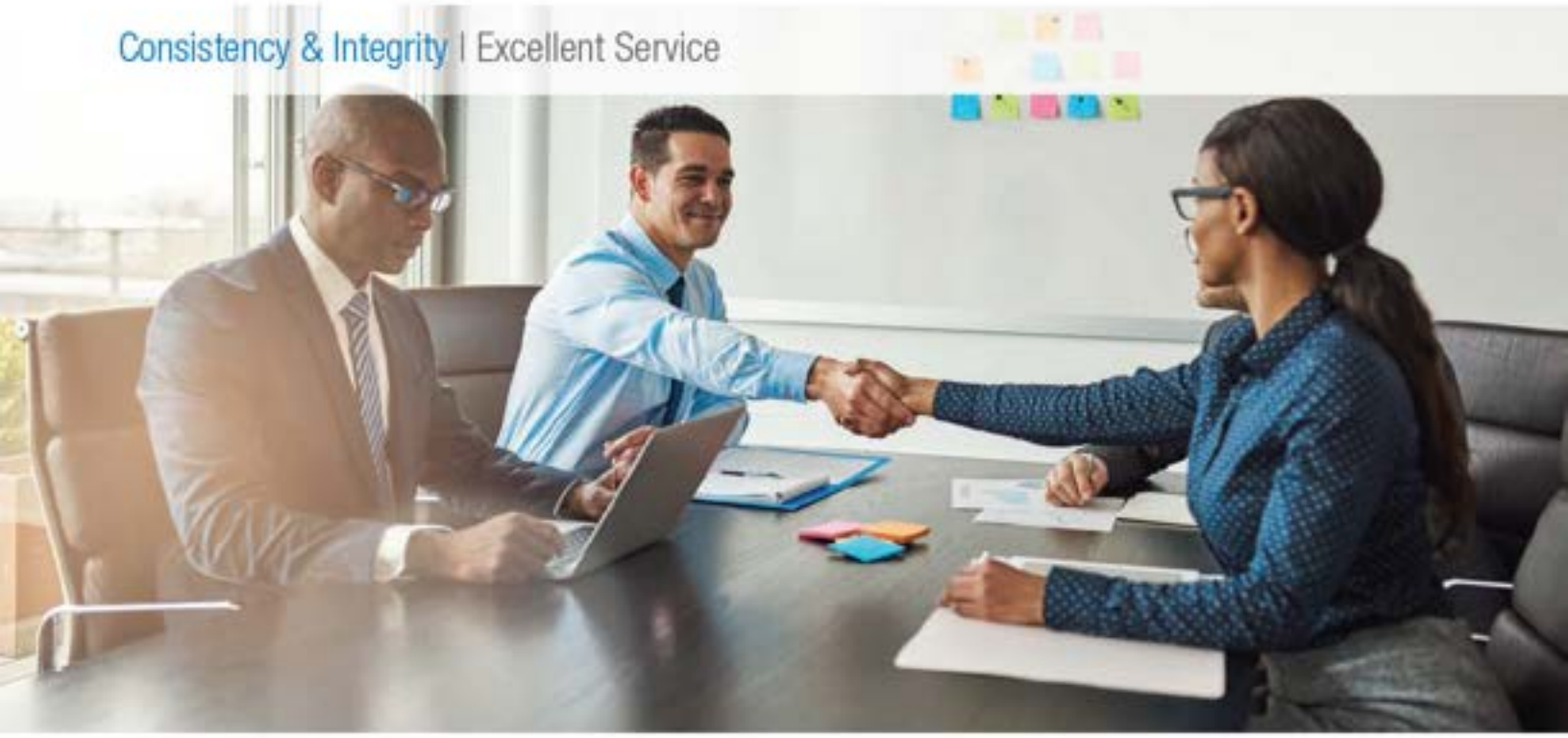
Trusted Advisor | Start With Trust. End With Results.

We analyze your complete range of cleaning practices, then develop custom programs that result in greater efficiency & reduced costs.

- Experts in Clean
- Innovation
- Exclusive Technology
- Unrivaled Logistics
- Spend Management

"We analyze your complete range of cleaning practices, then develop custom programs that result in greater efficiency & reduced costs."

Consistency & Integrity | Excellent Service



© 2020 WAXIE Sanitary Supply

Our Process | Efficient & Smart

STEP 1:

DISCOVERY

Assessment & Findings

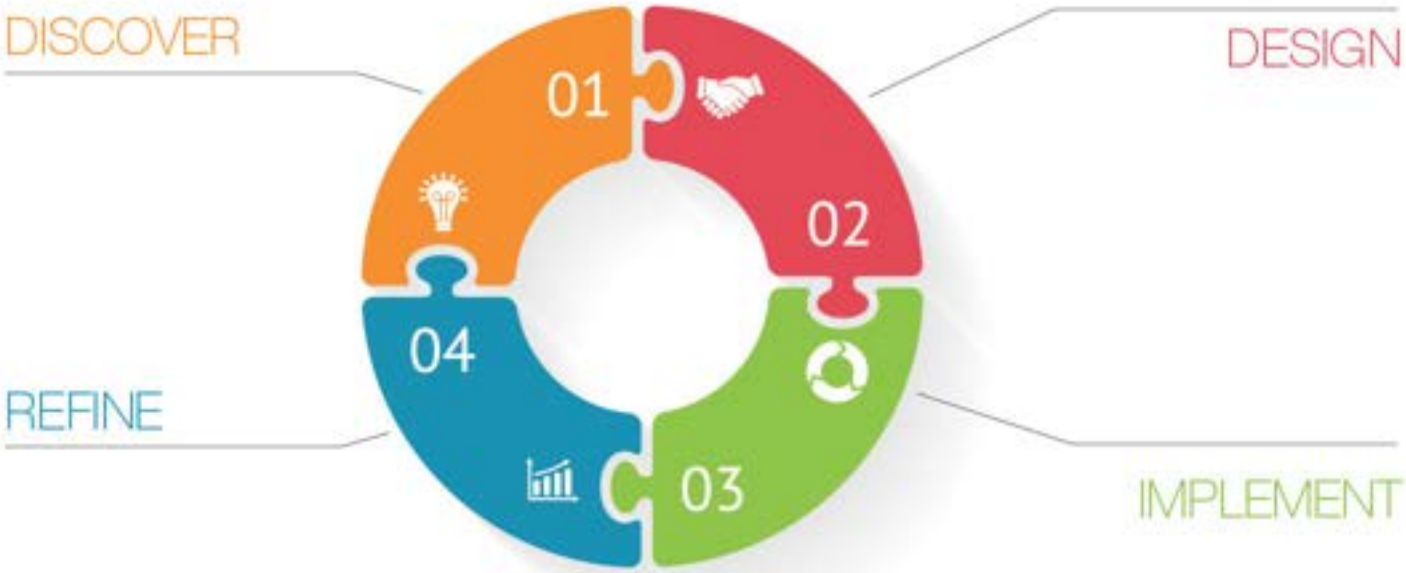
- Site Surveys / Green Site Surveys
- Needs Assessment / Challenges
- Requirement Review
- Analyze Efficiency & Cleaning Practices
- Key Findings – Identify Areas for Improvement
- Budget & Timeline
- Explore Cost Savings
- Education & Training Needs

STEP 2:

SOLUTION DESIGN

Custom Fit Solutions

- System and Solution Recommendation
- Implement
- Install
- Train
- Service Center & Equipment Management Program
- Spend Management
- Compliance Assurance
- Education & Training Plan



STEP 3:

IMPLEMENTATION

Logistics & Integration

- Logistics & Delivery
- Inventory Management
- eCommerce Integration
- Product & Equipment Education
- Custom Training Programs (eLearning)

STEP 4:

REFINE

Adjust & Optimize

- Key Performance Indicator Review (KPI's)
- SKU Management
- Program Refinement
- Budget Review
- Periodic Business Review

© 2020 WAXIE Sanitary Supply

Convenient Locations | We Are Ready To Serve You

WAXIE is a true single source for all of your maintenance, sanitary and janitorial requirements. With 23 locations strategically located and servicing 10 western states. All of our inventory centers carry a full supply of sanitary products, janitor supplies & equipment, as well as showrooms and customer service centers to assist with any questions. All inventory centers offer excellent customer service & are ready to help you determine products that are best for you.

WAXIE® is a NETWORK® partner
Experience & Infrastructure

If your business has multiple locations, we're already there. WAXIE is a NETWORK partner offering a wide distribution network with nationwide access and a team of experienced and skilled professionals that are ready to deliver. State-of-the-art information systems offer real-time purchasing information and updates with an expansive global reach in 34 countries to meet your distribution demands.

© 2020 WAXIE Sanitary Supply

Streamlined Logistics | Efficiency Working For You

Quality, value safety & delivery! Our narrow aisle technology reduces our operating costs, resulting in lower prices and increased efficiency. Inventory management is integrated with RF Tablet Picking and deliveries are deployed using Roadshow for fleet routing and tracking along with on-demand GPS-based enhanced transportation intelligence and Smart-Drive to ensure driver safety.

WAXIE Delivers | Automated Proof Of Delivery

Real-Time proof of delivery (POD) information offers a time stamp, location, consignee information and confirmation of quantities delivered.

Real-Time Interface with WAXIE's ERP System

- Smartphone enabled – make changes to your order on-site
- Expedite invoicing process
- Shorten "return item" time frame
- Generate immediate confirmation via email

"It's right, on time & delivered with a smile."

Efficiency | Quality, Value, Safety & Delivery

© 2020 WAXIE Sanitary Supply

Service Guarantee | Customer Satisfaction

Our service mission is to provide extraordinary service to our customers at all times. Our team of 900+ courteous, quick and responsive professionals are ready to support your cleaning supply needs.

WAXIE offers flexible ordering options and resources, such as bilingual assistance on-site and online. Order via phone, FAX, EDI, in person or online with Web@Work®.

Technology at Work | Improve Your Bottom Line

WAXIEapps™

- Identify efficient & cost-effective cleaning solutions
- Analyze cleaning process & related operations

Workloading & Equipment ROI

- Customized computerized labor savings roadmap & ROI illustration
- Square footage per hour predictions are based on ISSA 540 cleaning time standards

Focused on Results

- WAXIE recommends savings & efficiency solutions – save on labor & materials

"Proudly serving our customers since 1945."

Manage Equipment ROI & Watch Your Profits Grow!

© 2020 WAXIE Sanitary Supply

WAXIE Web@Work® | Online Ordering & Account Management

Create Customized Shopping Lists
Powerful Custom Features

- Real-time account summary & invoice status
- View detailed real-time inventory availability
- Designate authorized approval levels
- Establish & manage your budget

Online Ordering / View Online Catalog
Fast & Simple Account Management

- View, print, fax or e-mail online SDS
- Check real-time status of your order
- Analyze product usage information

"We make it easy – start simplifying today."

Tracking Performance | Key Performance Indicators

Sales Analysis & Green Spend Dashboard

- Review sales by amount & number of orders
- Assess average order size

Order Analysis

- Percent of orders made by fax, phone, web, or other

Diversity Supplier Sales

- Shows sales amount & percent of sales total for Hubzone, minority owned, women owned & small businesses

Core vs. Non-Core Spend

- Negotiated price list items vs. items not included on contract

© 2020 WAXIE Sanitary Supply

Dynamic Invoicing | Go Green. Go Paperless. Lower Cost & Improve Efficiency.

Simplify Process

- Increase speed & accuracy
- Direct system invoice data transfer
- Guaranteed delivery
- Multi-recipient capability

Your Business Wins with eINVOICING

- Save time & money
- Reduce waste
- Save paper & trees
- Reduce Emissions

"Reduce high costs, error rates & operational challenges related to paper processes."

State Of The Art Equipment | Power Of Mechanization

WAXIE Machines & Equipment

- Quality WAXIE brand equipment
  - Commercial vacuums
  - Carpet extractors
  - Floor scrubbers / machines
  - Cleaning machines for home, office or industrial Space
- WAXIE 5-star service & repair
- Preventative maintenance options

Industry Leading Equipment Partners

- WAXIE has partnered with leading equipment manufacturers: Advance, NSS & Windsor Kärcher

Flexible Equipment Leasing Options

"Equipment designed to increase your facility's cleaning productivity."

© 2020 WAXIE Sanitary Supply

Maintenance & Service Options | WAXIE at Your Service

Service & Repair Options

- Custom fit preventative maintenance programs
- Authorized warranty service centers
- Factory trained service technicians

WAXIE Repair Services

- Next day service for unscheduled requests
- Authorized service center & on-site repairs

Having an Emergency?

- Technicians available to get you up and running
- WAXIE maintenance services
- Authorized service center & mobile service options
- Quality brand machines

"WAXIE gets you back on track."

Parts & Rentals | Flexibility & Options

Need Parts? We Have the Parts You Need

- Hundreds of parts in stock
- Quick access to the parts you need
- 3–5 day turnaround for non-stocked parts
- Next day shipping available for emergencies

Equipment Rental

- Immediate replacement
- Broad range selection
- Quality brand machines

Skilled and Dedicated Response Team

© 2020 WAXIE Sanitary Supply

Your Trusted Green Partner

Custom Fit Green Solutions

WAXIE GPS® | Green Partner Support™

Green Cleaning Practices & Procedures

- Promote safer & healthier work environments
- Increase workplace wellness & productivity
- Reduce environmental impacts
- Practical & efficient cleaning procedures
- Training & expert consulting
- Achieve LEED® certification

Experts on Staff

- LEED® Accredited Professionals
- CIMS-GB ISSA Certification Experts

Certified Sustainable Cleaning Products

WAXIE-Green™ Cleaning Products

- Support your commitment to sustainable cleaning
- High-quality cost-effective products
- Superior cleaning performance
- Latest cleaning technology
- Products certified by third-party ecolabels
- Safer for people and the environment

© 2020 WAXIE Sanitary Supply

Expert Training At Your Fingertips

- eLearning Online Training
- Seminars On-Site or at WAXIE
- Cleaning Procedure Guides
- Job Cards & Flip Charts
- GHS Regulatory Compliance
- In-Service Training
- Instant Assessment Quiz

The WAXIE Promise: To Provide Your Clients a Cleaner, Healthier, Greener & Safer Facility

Market Segments We Serve

- Brewery and Restaurant
- Building Service Contractors
- Commercial Real Estate
- Education: K12
- Education: College
- Government
- Healthcare: Acute
- Healthcare: Long Term
- Hospitality & Lodging
- Industrial
- Food Processing

© 2020 WAXIE Sanitary Supply

WAXIE Understands Your Business

Markets We Serve – Whether you are managing a commercial real estate building, an educational campus, a healthcare facility, a hotel property, a building service contractor business, a government building, a manufacturing plant, a large venue or place of worship – if your goal is to have a clean, green, and high performing facility at the total lowest cost, than WAXIE is a partner you can rely on to help get the job done.

WAXIE has been the experts in clean since 1945, and we are committed to helping our customers keep their facilities cleaner, healthier, greener and safer. That means creating customized cleaning solutions to meet your specific needs, and then providing the ongoing training and support to help you achieve a cleaner and healthier building environment at the best value and total lowest cost.

And because the WAXIE organization has been purpose-built from the ground up to serve and provide ongoing support for those who are responsible for delivering clean and healthy buildings, you can count on WAXIE to come through with the cleaning industry-specific help you need, when you need it.

Whether it's an on-site cleaning consultation, a timely equipment repair, a bilingual training session, or an introduction to the latest labor saving cleaning innovation and technology, we have proven the extent of our dedication to our customers and the cleaning industry time and again.

No matter what type of business you are in, WAXIE has solutions to help keep your facilities cleaner, greener, healthier and safer.

© 2020 WAXIE Sanitary Supply

WAXIE Knows Clean

Protect Health – Promote safer and healthier indoor environments

WAXIE Knows Green

Reduce Impact – Reduce environmental impacts associated with cleaning processes

WAXIE Knows Service

Increase workplace wellness and productivity

Experienced Consultants – When you work with WAXIE, not only do you benefit from WAXIE's experience – after all we have been in the business of helping those responsible for facility maintenance since 1945 – but you also benefit from WAXIE's consultative approach to solving your most challenging facility maintenance issues. WAXIE is not just another company with a big catalog full of products – our consultative approach and trained representatives and specialists mean you can count on WAXIE to be your experienced and trusted partner and advisor.

Customized Solutions – No two buildings are exactly alike, and our approach to helping you get your job done shouldn't be either. WAXIE will work with you to assess and benchmark your current facility maintenance approach, and then customize a total facility maintenance solution which delivers you the best value and overall cost savings. WAXIE offers industry-specific expertise and consultation, and stands ready to do whatever it takes to get the job done on-time and on budget.

Management Tools – WAXIE is set up to work with busy facility maintenance professionals – and we realize that what we do is a small but important part of your overall responsibilities. Our online Web@Work® eCommerce platform with incorporated budget management tools gives you control of, and visibility to, your overall facility supply spend, making it easier for you to manage. WAXIE is a company which has been purpose-built to serve those who are responsible for delivering cleaner, green, healthier and safer facilities.

Sustainability – You have sustainability goals to reach, and WAXIE GPS® Green Partner Support™ guides you to reaching these goals, up to and including contributions to LEED® certification, CIMS-GB certification, AASHE STARS® rating, or WELL certification. WAXIE GPS® is a collaboration and partnership between WAXIE and its respective customer and manufacturer partners – and it is a comprehensive approach which addresses everything you will need to implement an effective green cleaning program. WAXIE has the experience and expertise to help guide you through the process to reach your sustainability goals.

WAXIE understands that you need to provide a clean, fresh and healthy experience for visitors to your facility at the total lowest cost. WAXIE delivers innovative cleaning solutions, along with other facility maintenance supplies combined with industry-specific expertise and consultation that contribute to lower operating costs, enhanced public image and cleaner surfaces, all while helping you create a favorable building occupant experience.

© 2020 WAXIE Sanitary Supply

Corporate Headquarters | San Diego, California

Ontario | California

Mesa | Arizona

WAXIE Inventory Centers

WAXIE Sanitary Supply has **23 Inventory Centers** strategically located in nine Western states and servicing 12 states that include: California, Oregon, Washington, Alaska, Nevada, Arizona, Utah, Idaho, Colorado, Wyoming, Montana and New Mexico.

WAXIE Inventory Centers carry a full supply of sanitary products, janitor supplies and equipment to quickly and efficiently meet your sanitary maintenance needs.

Each modern, clean Inventory Center also has a showroom and Customer Service Center to help you determine which sanitary or janitorial product is best for you.

As the true single source for all your maintenance, sanitary and janitorial requirements, you can depend on WAXIE's knowledgeable sales consultants, high-quality and effective products, equipment and procedural training, friendly customer service representatives, and total inventory management to minimize costs, simplify logistics, and maximize your satisfaction.

© 2020 WAXIE Sanitary Supply

Anchorage, Alaska
4005 Spenard Road
Anchorage, AK 99517-3008
Phone: (907) 248-0404
Fax: (907) 248-3662

Fairbanks, Alaska
3606 Schacht Street
Fairbanks, AK 99701-7357
Phone: (907) 452-8538
Fax: (907) 452-2878

Mesa, Arizona
4136 E. McDowell Road
Mesa, AZ 85215-9700
Phone: (480) 333-1000
Fax: (480) 968-1539

Tucson, Arizona
355 S. Euclid Avenue, Suite 105
Tucson, AZ 85719-6654
Phone: (520) 629-9699
Fax: (520) 629-9499

El Centro, California
198 E. Ross Road
El Centro, CA 92243-9448
Phone: (760) 352-4691
Fax: (760) 352-4698

Livermore, California
901 N. Canyons Parkway
Livermore, CA 94550-9422
Phone: (925) 454-2900
Fax: (925) 605-3073

Ontario, California
905 N. Wineville Avenue
Ontario, CA 91764-5595
Phone: (909) 942-3100
Fax: (909) 942-3199

Palm Springs, California
72-080 Woburn Court
Units A & B
Thousand Palms, CA
92276-2308
Phone: (760) 343-4410
Fax: (760) 343-4411

Sacramento, California
2421 Del Monte St.
West Sacramento, CA 95691
Phone: (916) 231-0584
Fax: (916) 231-0598

Santa Ana, California
3220 S. Fairview Street
Santa Ana, CA 92704-6509
Phone: (714) 545-8441
Fax: (714) 957-3179

San Diego, California
9353 Waxie Way
San Diego, CA 92123-1036
Phone: (858) 292-8111
Fax: (858) 279-6311

San Jose, California
890 Service St.
San Jose, CA 95112
Phone: (408) 855-6600
Fax: (408) 855-6633

San Rosa, California
981 Airway Court, Suite D
Santa Rosa, CA 95403
Phone: (707) 522-6840
Fax: (707) 522-6845

Colorado Springs, Colorado
2180 Victor Place, Suite B
Colorado Springs, CO
80915-1503
Phone: (719) 418-8100
Fax: (719) 418-8199

Denver, Colorado
2255 N. Pagosa Street,
Suite 100
Aurora, CO 80011-8127
Phone: (720) 216-6600
Fax: (720) 216-6699

Boise, Idaho
2240 S. Cole Road, Suite 110
Boise, ID 83709-2814
Phone: (208) 376-8700
Fax: (208) 376-8707

Idaho Falls, Idaho
1359 E. Commerce Way
Idaho Falls, ID 83401-1206
Phone: (208) 552-1300
Fax: (208) 552-2792

Las Vegas, Nevada
277 Pilot Road
Las Vegas, NV 89119-3533
Phone: (702) 263-0663
Fax: (702) 545-9599

Portland, Oregon
Building D of The Commons at
South Shore
4772 NE 190th Lane
Gresham, OR 97230-7577
Phone: (503) 674-0002
Fax: (503) 674-0005

St. George, Utah
525 North 3050 East, Suite 102
St. George, UT 84790-9101
Phone: (435) 652-9990
Fax: (435) 652-9991

Salt Lake City, Utah
5107 West 1730 South
Salt Lake City, UT 84104-5339
Phone: (801) 886-3700
Fax: (801) 886-3799

Seattle, Washington
18314 80th Place South
Kent, WA 98032-1011
Phone: (425) 291-1700
Fax: (425) 291-1799

Spokane, Washington
3808 N. Sullivan Road,
Building 25C
Spokane Valley, WA
99216-1608
Phone: (509) 344-3900
Fax: (509) 344-3899

Livermore | California

Salt Lake City | Utah

WHAT WE DO & WHY WE'RE DIFFERENT

Ongoing Service And Support

WAXIE has been the experts in clean since 1945, and we are committed to helping our customers keep their facilities cleaner, healthier, greener and safer. That means creating customized cleaning solutions to meet your specific needs, and then providing the ongoing training and support to help you achieve a cleaner and healthier building environment at the best value and total lowest cost.

And because the WAXIE organization has been purpose-built from the ground up to serve and provide ongoing support for those who are responsible for delivering clean and healthy buildings, you can count on WAXIE to come through with the cleaning industry-specific help you need, when you need it.

Whether it's an onsite cleaning consultation, a timely equipment repair, a bilingual training session, or an introduction to the latest laborsaving cleaning innovation and technology, we have proven the extent of our dedication to our customers and the cleaning industry time and again. Test us out and we'll prove it to you.

DISCOVER THE WAXIE DIFFERENCE

The Most Trusted Name In Clean. Since 1945.

WAXIE understands that you need to provide a clean, fresh and healthy experience for visitors to your property at the total lowest cost. WAXIE delivers innovative cleaning solutions, along with other facility maintenance supplies combined with industry-specific expertise and consultation that contribute to lower operating costs, enhanced public image and cleaner surfaces, all while helping you create a favorable building occupant experience.

WAXIE has Inventory Centers strategically located throughout the Western United States to serve you. WAXIE is also a member-owner of Network Services Company, a streamlined and collaborative collection of the best independent distributors in the world providing an efficient and integrated approach to servicing large account portfolios.

Please contact your WAXIE Account Consultant today to schedule a consultation.

WAXIE SANITARY SUPPLY

The Most Trusted Name In Clean. Since 1945.

Corporate Headquarters | 9353 Waxie Way | San Diego, CA 92123

(800) 995-4466 | www.waxie.com

© 2020 WAXIE Sanitary Supply

Rev. 022020

WAXIE®
SANITARY SUPPLY

Productive facilities **start with solutions tailored to your business**

Experience the strength of WAXIE Sanitary Supply

Our custom programs, expert advice, local support will allow you to do business your way. With access to the industry-leading facility supplies, packaging solutions, foodservice solutions, and specialty marketing products, you can drive better business performance every day.

BROAD CATEGORY EXPERTISE

We know how to solve your most demanding problems, delivering the right solutions at the right time to meet your unique needs efficiently, at any scale.

HANDS-ON PARTNERSHIP

With all the advantages of a nationwide footprint, we're committed to working with you locally to focus undivided attention on meeting daily challenges.

a broad catalog
of products and valuable services supporting:

JAN-SAN

Innovative cleaning solutions and facility supplies to ensure a healthier building occupant experience.

FOODSERVICE

A wide range of supplies, equipment, and disposables for operating foodservice facilities.

WHO WE SERVE:

- BSC/CRE
- Government/education
- Healthcare
- Hospitality and lodging
- Industrial
- Foodservice processing

- Restaurants, commercial kitchens and contract feeders
- Education and institutional dining
- Grocery
- Healthcare
- Hospitality

WHAT WE OFFER:

- Cleaning chemicals and tools
- Hand hygiene programs
- Floor cleaning equipment
- Can liners and receptacles
- Washroom systems and supplies
- Air care and purification
- Safety and PPE

- Disposable packaging cups, plates, bowls and cutlery
- Film, foil and paper
- Bags and boxes
- Catering supplies
- Foodservice equipment and smallwares

HOW WE ARE VALUABLE:

- Promote safer and healthier work environments
- Customized hand hygiene programs
- Help control facility-acquired infections
- Reduce environmental impacts
- Training on practical and efficient cleaning procedures
- Laborsaving cleaning innovations and technology

- Food preparation, presentation, and packaging programs
- Food safety and sanitation solutions
- Custom printed packaging options
- Front-of-the-house and back-of-the-house products, concepts, and consultation

With the strength and reach of a national corporation, WAXIE Sanitary Supply and BradyPLUS deliver the industry-leveraged purchasing power to keep acquisition costs low. Our extensive product portfolio encompasses both private and national brands shipped directly to your facilities. And our financial strength gives us the agility to allocate resources as needed to our customers' best advantage.

PACKAGING

Packaging supplies, equipment, and expertise to fully optimize packaging processes.

MARKETING EXECUTION

A holistic management across marketing programs to help develop, procure, fulfill and distribute.

WHO WE SERVE:

- Manufacturing
- Food processing
- Redistribution and warehouses
- Retail
- Retail
- Building products
- CPG
- Hospitality
- Beer, wine and spirits

WHAT WE OFFER:

- Corrugate and protective materials
- Polybags and industrial films
- Tapes and shipping supplies
- Stretch and shrink wraps
- Packaging equipment and automation
- Interior and exterior signage
- Displays and POP
- Printed materials and direct mail
- Branded merchandise
- Digital and creative services

HOW WE ARE VALUABLE:

- Maximize production line uptime
- Vendor consolidation for efficiency
- Simplify contract manufacturing and co-packaging
- Preventative and scheduled maintenance programs
- Streamlined marketing operations and processes
- Complete transparency of your marketing management
- Leveraged buying power to improve your profitability and minimize waste

how we **make a difference**

CATEGORY MANAGEMENT

We help you choose a suite of products that provides the best performance and return on investment.

FORECASTING & PLANNING

We help you predict material needs, maintain efficient inventory and ensure timely ordering based on objective data.

ORDER MANAGEMENT

We simplify discovery and procurement of the exact products you need, when you need them.

MARKETING EXECUTION

We help your brand work harder and smarter with holistic management across your physical marketing materials.

FULFILLMENT & DISTRIBUTION

We deliver the products and custom kits you need to keep all your locations supplied, coast to coast.

PRODUCT USE, SERVICE & TRAINING

We provide expert training to ensure your staff knows how to use products and equipment safely and effectively.

TECHNOLOGY SOLUTIONS

We eliminate wasteful manual processes through automation technologies integrated across your supply chain.

OUR EXCLUSIVE BRANDS

KleenLine · WAXIE Cleaning Solutions · TRIDENT · SMART

A FEW OF OUR LEADING SUPPLIER BRANDS

A Broad Selection of Trusted National Brands

Georgia-Pacific · TORK · Purell · CLOROX · Rubbermaid Commercial Products

3M · Supply Source · ICE USA · Nilfisk · Kimberly-Clark

pactiv evergreen · DART · ANCHOR PACKAGING · amhil · Southern Champion Tray

Lantech · PARAGON FILMS · Berry · Shurtape

P&G · Diversey · ECOLAB · Spartan

WAXIE SANITARY SUPPLY

An Envoy Solutions Company

2023 Envoy Solutions. All rights reserved.

ES-GO-0001 06/2022

essential8
facility care

K12 EDUCATION FACILITY ASSESSMENT

Exhibit F

[redacted]

[redacted]

[redacted]

[redacted]

ENVOY SOLUTIONS

Available through Envoy Solutions and our Regional Distribution Brands
www.envoysolutions.com | (800) 995-4466

© 2023 Envoy Solutions

BradyPLUS

E8 essential8 Facility Care

K12 K-12 EDUCATION

Cleaner, Healthier + Safer, More Productive, More Sustainable

Exhibit G

We Offer
Total JanSan Solutions

There's nothing more important than keeping our kids healthy and safe in school. BradyPLUS recognizes that you have the critical job of providing a clean, healthy, safe, and sustainable learning environment for your students and staff at the lowest cost. That's why we offer a comprehensive approach called the "Essential 8" to deliver innovative JanSan solutions for your educational facilities. Learn how our Essential 8 will enhance your school's public image, lead to increased attendance and student performance, and lower operating costs.

CLEANER

Cleaner Hands, Surfaces, and Air! We are your trusted partner to help you deliver a fresh, healthy, and clean learning environment. We combine expertise with a broad portfolio of product solutions and customized training support for educational facilities. We are purpose-built to serve those like you who are responsible for keeping our schools clean and healthy.

HEALTHIER + SAFER

Healthy Hands = Healthy Students! Clean hands and properly disinfected surfaces mean fewer sick calls and improved student wellness. Our four-pronged strategy of enhanced hand hygiene, comprehensive surface cleaning, targeted surface disinfecting, and improved indoor air quality breaks the chain of infection to promote health for everyone inside the building.

MORE SUSTAINABLE

Everything You Need to Clean When You Want To Go Green! We perform an in-depth review of your sustainability goals and then identify an achievable action plan. Our GPS® Green Partner Support™ is a partnership between BradyPLUS and your school district to help you implement an effective green cleaning program to reduce impacts on both human health and the environment. We have the expertise to guide you to the right JanSan solutions so you can reach your sustainability and waste diversion goals.

MORE PRODUCTIVE

Increase Efficiency and Lower Costs! Our industry experts analyze your operations to identify steps to create the highest value with the best overall savings. Our consultative approach identifies custom-fit laborsaving solutions that enable you to streamline, standardize, and mechanize the cleaning process to increase efficiencies and achieve your JanSan objectives. In addition, our Negotiated Price Lists (NPLs) on both local and national cooperative contracts ensure that you can count on consistent pricing and on-time product deliveries.

1 HAND HYGIENE

- Hand soap and sanitizer dispensing systems
- Sanitary paper products and dispensing systems

2 CLASSROOM CARE

- Cleaning chemicals, tools and equipment
- Carpet and hard floor care systems
- Air purifiers

3 SAFETY

- Personal protective equipment (PPE)
- Safety Supplies
- Entryway matting systems

4 CAFETERIA CARE

- Cleaning, sanitizing, and disinfecting chemicals, tools and equipment for nutritional services
- Foodservice supplies and disposables

5 CONSERVATION

- Water efficient restroom fixtures and cleaning systems
- Recycling and waste diversion solutions
- Energy efficient LED lighting

6 RESTROOM CARE

- Cleaning chemicals, tools, and equipment
- Odor control and disinfectant solutions
- Hand soaps and sanitizers, and sanitary paper products
- Receptacles and liners

7 SITE MAINTENANCE

- Window cleaning chemicals, tools, and equipment
- Grounds cleaning equipment
- Cleaning carts and equipment

8 GYMNASIUM CARE

- Wood floor care systems
- Disinfectant solutions
- Cleaning chemicals, tools, and equipment

BradyPLUS Knows CLEAN

We've built our reputation as industry leading experts in cleaning for commercial, educational, institutional, and industrial environments.

We are your single source for all facility supply needs, from the basic every day items to specialized products, such as ride-on auto scrubbers and no-touch restroom accessories. Our customized cleaning solutions will perfectly suit your needs.

BradyPLUS Knows GREEN

We are committed to being an industry leader in promoting responsible business practices that support more sustainable communities.

With our own LEED® Accredited Professionals and CIMS-GB ISSA Certification experts on staff, we offer cleaning product solutions, best practices training, and advanced procurement platforms to support clean and green building environments.

BradyPLUS Knows SERVICE

We have a proven track record of being there for our clients when they need us most, whether it's a crisis that demands a last-minute delivery, an all-night training, a timely equipment repair, or a bilingual training session.

We go above and beyond because our customers deserve it, and we won't stop until your needs are met. That's the BradyPLUS Way.

E8 essential8 Facility Care

Essential 8 is a comprehensive approach that identifies opportunities to achieve cleaner, healthier, safer, more productive, and more sustainable learning spaces in educational facilities. It's a partnership between BradyPLUS and you to holistically evaluate and take actionable steps to create a clean and green learning environment at the total lowest cost.

BradyPLUS affiliates are members of these organizations: ISSA MEMBER

SUPPLIES + SUPPORT

We are a leading specialized distributor and solution provider focused on JanSan, foodservice, and industrial packaging. We are driven to make customers more successful and operations more sustainable and more productive.

We offer Supplies PLUS Support: Premium brands, expert advice, and exceptional customer experiences. Our 6,000 associates have a passion for delivering innovative solutions for the business challenges of today and tomorrow.

Together, we serve thousands of customers nationwide in end markets, including education, government, healthcare, hospitality, restaurants, building services, food packaging & processing, and grocery.

For more information on BradyPLUS, visit **BradyPLUS.com**

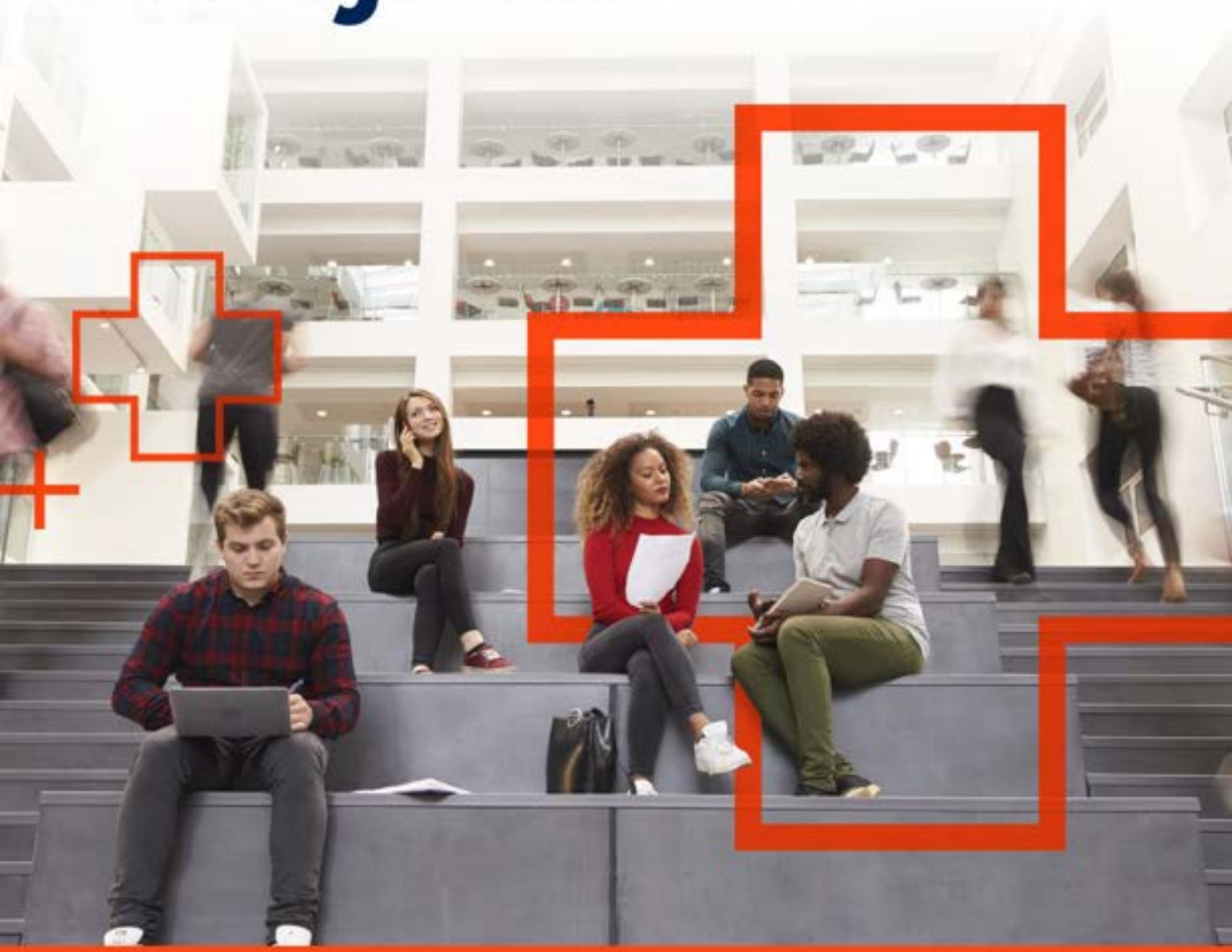
03-2024

BradyPLUS

Exclusively available through BradyPLUS and our Regional Distribution Brands
BradyPLUS.com + (877) 788-PLUS

© 2024 BradyPLUS

BradyPLUS



E8 essential8 Facility Care

EDU HIGHER EDUCATION

Cleaner, Healthier + Safer, More Productive, More Sustainable

Exhibit H

We Offer
Total JanSan Solutions

BradyPLUS recognizes that you have the critical job of providing a clean, healthy, safe, and sustainable learning environment for your students and staff at the lowest cost. That's why we offer a comprehensive approach called the "Essential 8" to deliver innovative JanSan solutions for your educational facilities. Learn how our Essential 8 will enhance your school's public image, leading to improved student and building occupant wellness, and lower operating costs.

CLEANER

Cleaner Hands, Surfaces, and Air! We are your trusted partner to help you deliver a fresh, healthy, and clean learning environment. We combine expertise with a broad portfolio of product solutions and customized training support for educational facilities. We are purpose-built to serve those like you who are responsible for keeping our schools clean and healthy.

HEALTHIER + SAFER

Healthy Hands = Healthy Students! Clean hands and properly disinfected surfaces mean fewer sick calls and improved student wellness. Our four-pronged strategy of enhanced hand hygiene, comprehensive surface cleaning, targeted surface disinfecting, and improved indoor air quality breaks the chain of infection to promote health for everyone inside the building.

MORE SUSTAINABLE

Everything You Need to Clean When You Want To Go Green! We perform an in-depth review of your sustainability goals and then identify an achievable action plan. Our GPS® Green Partner Support™ is a partnership between BradyPLUS and your school district to help you implement an effective green cleaning program to reduce impacts on both human health and the environment. We have the expertise to guide you to the right JanSan solutions so you can reach your sustainability and waste diversion goals.

MORE PRODUCTIVE

Increase Efficiency and Lower Costs! Our industry experts analyze your operations to identify steps to create the highest value with the best overall savings. Our consultative approach identifies custom-fit laborsaving solutions that enable you to streamline, standardize, and mechanize the cleaning process to increase efficiencies and achieve your JanSan objectives. In addition, our Negotiated Price Lists (NPLs) on both local and national cooperative contracts ensure that you can count on consistent pricing and on-time product deliveries.

1 HAND HYGIENE

- Hand soaps and sanitizers
- Sanitary paper products and dispensing systems

2 RESTROOM CARE

- Cleaning chemicals, tools, and equipment
- Odor control and disinfectant solutions
- Hand soap and sanitizers
- Sanitary paper products
- Receptacles and liners

3 CLASSROOM CARE

- Cleaning chemicals, tools, and equipment
- Carpet and hard floor care systems
- Air purifiers

4 HOUSING AND DINING SERVICES

- Cleaning, sanitizing, and disinfecting chemicals, tools, and equipment for on-campus residence and dining facilities
- Foodservice supplies and disposables

5 CONSERVATION

- Water efficient fixtures and cleaning systems
- Energy efficient LED lighting
- Recycling and waste diversion solutions

6 SAFETY

- Personal protective equipment (PPE)
- Safety supplies
- Entryway matting systems

7 SITE MAINTENANCE

- Window cleaning chemicals, tools, and equipment
- Grounds cleaning equipment
- Cleaning carts and equipment

8 ATHLETICS FACILITIES

- Wood floor care systems
- Disinfectant solutions
- Cleaning chemicals, tools, and equipment

BradyPLUS Knows CLEAN

We've built our reputation as industry leading experts in cleaning for commercial, educational, institutional, and industrial environments.

We are your single source for all facility supply needs, from the basic every day items to specialized products, such as ride-on auto scrubbers and no-touch restroom accessories. Our customized cleaning solutions will perfectly suit your needs.

BradyPLUS Knows GREEN

We are committed to being an industry leader in promoting responsible business practices that support more sustainable communities.

With our own LEED® Accredited Professionals and CIMS-GB ISSA Certification experts on staff, we offer cleaning product solutions, best practices training, and advanced procurement platforms to support clean and green building environments.

BradyPLUS Knows SERVICE

We have a proven track record of being there for our clients when they need us most, whether it's a crisis that demands a last-minute delivery, an all-night training, a timely equipment repair, or a bilingual training session.

We go above and beyond because our customers deserve it, and we won't stop until your needs are met. That's the BradyPLUS Way.

E8 essential8 Facility Care

Essential 8 is a comprehensive approach that identifies opportunities to achieve cleaner, healthier, safer, more productive, and more sustainable learning spaces in educational facilities. It's a partnership between BradyPLUS and you to holistically evaluate and take actionable steps to create a clean and green learning environment at the total lowest cost.

BradyPLUS affiliates are members of these organizations: ISSA MEMBER

SUPPLIES + SUPPORT

We are a leading specialized distributor and solution provider focused on JanSan, foodservice, and industrial packaging. We are driven to make customers more successful and operations more sustainable and more productive.

We offer Supplies PLUS Support: Premium brands, expert advice, and exceptional customer experiences. Our 6,000 associates have a passion for delivering innovative solutions for the business challenges of today and tomorrow.

Together, we serve thousands of customers nationwide in end markets, including education, government, healthcare, hospitality, restaurants, building services, food packaging & processing, and grocery.

For more information on BradyPLUS, visit **BradyPLUS.com**

03-2024

BradyPLUS

Exclusively available through BradyPLUS and our Regional Distribution Brands
BradyPLUS.com + (877) 788-PLUS

© 2024 BradyPLUS

Exhibit I

WAXIE SANITARY SUPPLY

VMI. Virtual Managed Inventory

Virtual Managed Inventory "VMI"

VMI

Virtual Managed Inventory by WAXIE

WAXIE's Virtual Managed Inventory (VMI) program provides easy ordering for managed inventory. WAXIE VMI uses a smart device app to collect and transmit your inventory order. VMI is available for iOS, Android and Windows 8 tablet devices.

VMI uses QR Codes to quickly identify the closet where inventory is required. Par levels are established for each product in the closet for quick and easy ordering. Simply enter the quantity on-hand into the VMI app, and the app will calculate the quantity needed to replenish to the Par level. Users will have access to only the closets where they are responsible for the inventory.

The order is then transmitted directly to WAXIE unless an approval is needed. If an approval is needed, the approver is notified of the order and the order will be held pending approval. Orders can also be sent to the customer's procurement system for processing prior to submitting the order to WAXIE.

Additional features available include offline inventory collection for future order submission when the internet is not available, view all available closets and their order history, year-to-date (YTD) Inventory Graph, YTD Order Graph, the monthly number of inventories performed and the number of monthly orders submitted.

WAXIE SANITARY SUPPLY

The Most Trusted Name In Clean. Since 1945.
Corporate Headquarters | 9353 Waxie Way | San Diego, CA 92123
(800) 995-4466 | www.waxie.com
© 2015 WAXIE Sanitary Supply

Exhibit J

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Exhibit: K

WAXIE GPS® Green Partner Support™

Your Guide to More Sustainable Cleaning Solutions

WAXIE SANITARY SUPPLY

Follow the WAXIE GPS

You Have Green Cleaning Goals to Reach.

WAXIE Knows Clean

Since 1945, WAXIE has grown from one small store in San Diego, CA into America's largest independent family-owned sanitary maintenance supply distributor, and a cleaning industry leader – EXPERTS in the maintenance requirements of commercial, educational, institutional and industrial environments.

From the basics you use everyday – like cleaning chemicals, vacuums, sanitary paper products, trash liners and hand soaps – to more specialized items – like ride-on autoscrubbers, and no-touch restroom accessories – WAXIE is your SINGLE SOURCE for all your facility maintenance supply needs. We are uniquely qualified to deliver a customized cleaning solution that perfectly suits your needs.

WAXIE Knows Green

WAXIE is committed to being an industry leader in promoting RESPONSIBLE business practices that support more sustainable communities. SUSTAINABILITY has emerged as a global theme of the 21st century – it is a concept which balances the interconnectedness of the environment, the economy and our quality of life.

With its own LEED certified facilities, and LEED Accredited Professionals and CIMS-GB ISSA Certification Experts on staff, WAXIE understands how green cleaning fits into the broader scope of your overall sustainability goals, and offers the cleaning product solutions, training on cleaning best practices, and advanced procurement platforms to support a more sustainable approach to achieving CLEAN GREEN BUILDING ENVIRONMENTS.

WAXIE Knows Service

"Serving the Customer is the Focus of Everything We Do" is more than just our motto – it is our mission! Whether it's a crisis situation that demands a last-minute delivery, an all-night training, a timely equipment repair, or a bilingual training session, we have proven the extent of our dedication to our customers time and again by going far ABOVE AND BEYOND what most people would expect of us, in order to see that our customers' needs are met.

And because the WAXIE organization has been PURPOSE-BUILT from the ground up to serve those who are responsible for delivering clean and healthy buildings, you can count on WAXIE to come through with the help you need, when you need it.

WAXIE GPS® Green Partner Support™

WAXIE GPS® Green Partner Support is an ideal platform for customers who would like to implement a green cleaning program which combines low environmental impact cleaning products with good sound cleaning procedures, along with the training and consultative expertise needed in order to create a more effective and safe cleaning program.

WAXIE GPS® identifies third-party certifications and guidelines whenever available to substantiate environmentally preferable product claims – such as EPA Comprehensive Procurement Guidelines (CPG), EPA Design for the Environment (DfE), UL Environment/EcoLogo, Green Seal, CRI Seal of Approval, Forest Stewardship Council (FSC), Scientific Certification Systems (SCS), Clean Air Choices Cleaner Certification (CACC), USDA BioPreferred Program and others – and includes the demonstrated knowledge of the LEED® Accredited Professionals and CIMS-GB ISSA Certification Experts employed by WAXIE.

WAXIE GPS® is a collaboration and partnership between WAXIE and its respective customer and manufacturer partners – and it is a comprehensive approach which addresses everything you will need to implement an effective green cleaning program.

Your WAXIE Sanitary Maintenance Consultant partners with you to customize a **WAXIE GPS®** path to help you reach your green cleaning goals.

Sustainable Cleaning Solutions **Focused on Your Triple Bottom Line.**

Protect Health
Promote safer and healthier indoor environments.

Reduce Impact
Reduce environmental impacts associated with cleaning process.

Increase Productivity
Increase workplace wellness and productivity.

WAXIE is a Partner You Can Rely On.

CLEANING CHEMICALS

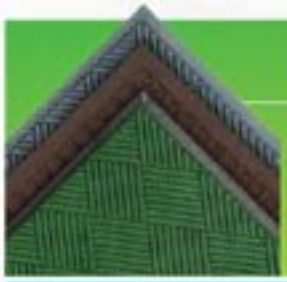
Start with low environmental impact cleaning chemicals and dispensing systems, using products which are third-party certified to have a reduced impact on human health and the environment.

CLEANING TOOLS & EQUIPMENT

Increase the effectiveness of your cleaning chemical systems by combining them with microfiber cleaning tools, and utilize other low environmental impact cleaning equipment to clean your building's floor and vertical surfaces.

RECYCLING

Divert waste from the landfill by instituting a recycling program complete with the appropriate recycling containers to hold divertable items such as paper, plastic, glass, light bulbs, batteries and compostables.



ENTRYWAY MATTING SYSTEMS

Reduce the amount of dirt entering your building by deploying entryway matting systems, and develop the associated strategies to keep your entryways and exterior walkways clean.

WAXIE GPS® Guides You Towards Reaching Your Goals.

PAPER PRODUCTS & TRASH LINERS

Promote source reduction through controlled dispensing systems for paper products and right-sizing your trash liners. Use products which contain recycled content, are third-party certified, or derived from renewable resources.

WATER EFFICIENCY

Conserve water and increase hygiene in your building by utilizing no-touch restroom fixtures which regulate and reduce indoor water consumption and have hands-free operation.

WORKPLACE WELLNESS

Develop strategies to fight the spread of germs workplace and promote improved hand hygien increased hand washing and the use of hand s

ONGOING STEWARDSHIP GOALS

Identify the stewardship and sustainability goals for which your **WAXIE GPS®** green cleaning program can contribute – and partner with WAXIE to focus on opportunities for continuous improvement.

WAXIE GPS® Goes Beyond Products.

Process

WAXIE Sanitary Supply has the best value and most comprehensive offering of green cleaning product solutions available in the industry. In addition to offering this wide range of product choices, WAXIE GPS® places these products within a platform that recognizes that maximum positive impact can be achieved by considering an approach which addresses the best cleaning PROCESSES and PROCEDURES in association with these products as well.

Any product, if used incorrectly, can be potentially harmful to people, surfaces or the surrounding environment. WAXIE GPS® identifies BEST PRACTICES for the proper use and disposal of cleaning products in your building, with the goals of improving worker safety, maximizing source reduction opportunities, and increasing overall efficiency.

Procurement

Our Green Cleaning Consultation addresses opportunities to consolidate and standardize product selections to save inventory space, as well as opportunities to consolidate and streamline deliveries to minimize transportation impacts, and opportunities to use online e-commerce ordering, invoicing and reporting solutions to minimize paper usage and increase overall efficiencies.

Product	Process	Procurement	RESULTS
It starts with green products	Combined with the best practices	Combined with responsible procurement	Lower operating costs and reduced impact on human health and environment

WAXIE GPS® Offers the Resources to Get the Job Done.

WAXIE GPS® Catalog

Looking for just the right cleaning product solution for your Green Cleaning Program? The WAXIE GPS® Catalog offers the most comprehensive assembly of green cleaning products in the cleaning industry. In addition, the GPS Catalog provides a tutorial on the most prevalent third-party certification standards and product attributes which highlight how the featured products reduce impacts on human health and the environment. The WAXIE GPS® Catalog has everything you need to clean when you want to go green!

WAXIE GPS® Suite of Tools

Looking to implement an effective green cleaning program but not sure where to start? The WAXIE GPS® Suite of Tools offers a proven format to identify your "Green Cleaning Team," establish a baseline of your current cleaning processes, identify recommendations for improvement, deliver and track training for your cleaning staff, assess the cleaning effectiveness of your custodial operations, and calculate your green spend percentage. The WAXIE GPS® Suite of Tools has everything you need to develop a customized green cleaning policy and implement a high performance cleaning program.

Contact your Sanitary Maintenance Consultant to get started on Your WAXIE GPS® Path!

WAXIE SANITARY SUPPLY

WAXIE is a member of these organizations:

ISSA · BOMA International · IFMA · PABSCO

Corporate Headquarters
9353 Waxie Way
San Diego, CA 92123
(800) 995-4466
www.waxie.com

FSC MIX Paper from responsible sources FSC® C002889

PRINTED WITH SOY INK

The Forest Stewardship Council (FSC) is an international certification and labeling system for paper and wood products that come from responsibly managed forests, verified recycled sources, and controlled sources. Under FSC certification, forests are certified against a set of strict environmental and social standards, and fiber from certified forests is tracked all the way to the consumer through the Chain of Custody certification system. The end result is a product in the marketplace carrying the FSC 'check-tree' logo. For more visit www.fsccanada.org.

© 2012 WAXIE Sanitary Supply

ENVOY SOLUTIONS

WAXIE CLEANING SOLUTIONS

WAXIE-GREEN™ FLOOR CARE PROGRAM

A Sustainable Approach to Resilient Floor Care Maintenance

Exhibit L

Customized Cleaning Solutions

Developing a Program That Works for Your Facility's Needs

The **WAXIE-Green Floor Care Program** is a sustainable systematic approach to resilient floor care maintenance.

The system is designed to lessen operational costs through labor and maintenance savings, while improving aesthetics and reducing environmental impact.

How does it work? The WAXIE-Green Floor Care Program floor finishes are more durable, which minimizes stripping frequency and lowers the necessity for scrubbing and recoating. This results in less maintenance, reduced energy/water usage and lower overall operational costs – all while enhancing appearance and protecting your hard flooring.

Explore **Envoy Solutions GPS®**

Envoy Solutions GPS® Green Partner Support™ is an ideal platform for customers who would like to implement a green cleaning program which combines low environmental impact cleaning products with good sound cleaning procedures, along with the training and consultative expertise needed in order to create a more effective and safe cleaning program.

Envoy Solutions GPS identifies third-party certifications and guidelines whenever available to substantiate environmentally preferable product claims – such as EPA Comprehensive Procurement Guidelines (CPG), Safer Choice, UL Environment/EcoLogo, Green Seal, CRI Seal of Approval, Forest Stewardship Council (FSC), Scientific Certification Systems (SCS), Clean Air Choices Cleaner Certification (CACC), USDA BioPreferred Program and others – and includes the demonstrated knowledge of the LEED® Accredited Professionals and CIMS-GB ISSA Certification Experts employed by Envoy Solutions.

Envoy Solutions GPS is a collaboration and partnership between Envoy Solutions and its respective customer and manufacturer partners – and it is a comprehensive approach which addresses everything you will need to implement an effective green cleaning program.

Experience Superior Results with **WAXIE-GREEN™**

High-quality WAXIE-Green™ products incorporate the latest cleaning technology to deliver superior cleaning results, and are certified to meet the most stringent green cleaning standards. In addition to providing top-quality cleaning performance, WAXIE-Green cleaning products reduce the potential impact on human health, as well as the environment. WAXIE-Green products offer an impressive combination of performance, price, health and safety, along with environmental standards you can be proud of!

UL ECOLOGO is classified as an ISO (International Standards Organization) Type I ecolabel assessed by the Global Ecolabeling Network, and it is one of the most recognized ecolabels in North America. Since 1988, UL ECOLOGO has helped purchasers and consumers identify products and services that meet multi-attribute, life cycle-based sustainability standards, and which have met strict criteria for reduced impacts on human health and the environment based upon third-party audit and review.

This product meets the Green Seal standard for industrial and institutional cleaners based on its reduced human and environmental toxicity and reduced volatile organic compound content.

WAXIE-GREEN HI-GLOSS FLOOR FINISH is **ECOLOGO CCD-147/UL 2777 Certified** and utilizes the latest self-crosslinking technology to produce a high quality modified acrylic floor finish without the use of metal-crosslinkers. This unique chemistry provides unparalleled high gloss and offers superior detergent resistance, gloss retention and black heel and mark resistance relative to conventional metal-free finishes.

WAXIE-GREEN HI-GLOSS FLOOR FINISH contains no heavy metals, APE/APEO (alkyl phenol ethoxylates) surfactants, NPE (nonyl phenol ethoxylates), PFOS and/or PFOA (perfluorooctane sulfonates and perfluorooctanoic acid), Ethylene glycol-based coalescents, phthalates, styrene, metabolite (styrene oxide), formaldehyde or urethane.

Zinc and Calcium Free Formula • Non-Toxic • Non-Flammable Solvent Free • Biodegradable • Meets Federal & State VOC Requirements • Meets ASTM D2047-93 Requirements for Slip Resistance • Meets CARB VOC Requirements and CA Prop 65

When used with **WAXIE-Green Maravilloso Lavender Neutral Cleaner & Degreaser** or **WAXIE-Green Neutral Cleaner** it maintains requirements for a slip resistant coating, as determined by ASTM D2047.

ENVIRONMENTAL & SAFETY BENEFITS

- No Styrene or APE's
- Neutral-pH
- No Suspected Endocrine Disrupters
- No Heavy Metal Complexes
- No Added Fragrances
- Non-Corrosive
- Non-Reactive
- No Dibutyl Phthalate Plasticizers
- No Isocyanate

ITEM DESCRIPTION

930284	gl/cs	4/cs
930285	drum	5 gl

TYPICAL PROPERTIES

pH	8.0
Specific Gravity	1.024
Color	Opaque White
Total Solids	21%
Specular Gloss (5 Coats, VCT)	90
Leveling	Excellent
Detergent Resistance	Excellent
VOC (EPA Method 24)	0%
Coverage	2,000–2,500 sq. ft./gl

HEALTH AND HAZARD RATINGS

Category	NFPA	HMIS
Health	1	1
Fire	0	0
Reactivity	0	0
Protective Equipment	None	B

WAXIE-GREEN ARMOR II FLOOR FINISH is **GS-40 Certified** and a premium metal-free floor finish with high gloss and extreme durability and resistance. Exceptional resistance to foot traffic and water/detergent, while still responsive to burnishing and restoration. Designed to become harder and more durable over time with cleaning. Extremely high coverage for faster application with less material.

WAXIE-GREEN ARMOR II FLOOR FINISH contains no heavy metals, APE/APEO (alkyl phenol ethoxylates) surfactants, NPE (nonyl phenol ethoxylates), PFOS and/or PFOA (perfluorooctane sulfonates and perfluorooctanoic acid), phthalates, formaldehyde or urethane.

No Heavy Metals • Non-Corrosive • Low Odor • No Alkylphenol or Nonylphenol Ethoxylates • Extremely Low VOC

When used with **WAXIE-Green Maravilloso Lavender Neutral Cleaner & Degreaser** or **WAXIE-Green Neutral Cleaner** it maintains requirements for a slip resistant coating, as determined by ASTM D2047.

ENVIRONMENTAL & SAFETY BENEFITS

- No Heavy Metal Complexes
- No Alkylphenol or Nonylphenol Ethoxylates
- Non-Corrosive
- No Phthalates
- No Urethane or Formaldehyde
- No PFOS or PFOA
- Very Low VOC: 0.11% (CARB Compliant)
- Not Regulated by DOT for Shipping
- Low Odor
- Water and Detergent Resistant

ITEM DESCRIPTION

933005	gl/cs	4/cs
933011	drum	5 gl

TYPICAL PROPERTIES

pH	7.95
Color	Opaque White
Odor	Extremely Low
Total Solids	20%
Specular Gloss (5 Coats, 60°)	>85
Durability	Excellent
Coverage	3,000 sq. ft./gl

HEALTH AND HAZARD RATINGS

Category	NFPA	HMIS
Health	1	1
Fire	0	0
Reactivity	0	0
Protective Equipment	B	B

WAXIE-GREEN ADVANTAGE PLUS FLOOR FINISH is **ECOLOGO CCD-147/UL 2777 Certified** and an economical, metal-free floor finish with moderate gloss and extreme durability. Extreme resistance to foot traffic and water/detergent, while still responsive to burnishing and restoration. Designed to become harder and more durable over time with cleaning. Exceedingly high coverage for faster application with less material. Ideal for use in areas where low odor is most critical and very high gloss may not be desired. Meets ASTMD2047 standards for slip resistance.

WAXIE-GREEN ADVANTAGE PLUS FLOOR FINISH contains no heavy metals, APE/APEO (alkyl phenol ethoxylates) surfactants, NPE (nonyl phenol ethoxylates), PFOS and/or PFOA (perfluorooctane sulfonates and perfluorooctanoic acid), phthalates, formaldehyde or urethane.

No Heavy Metals • Non-Corrosive • Low Odor • No Alkylphenol or Nonylphenol Ethoxylates • Extremely low VOC
Meets ASTM D2047-93 Requirements for Slip Resistance • Meets CARB VOC Requirements

When used with **WAXIE-Green Maravilloso Lavender Neutral Cleaner & Degreaser** or **WAXIE-Green Neutral Cleaner** it maintains requirements for a slip resistant coating, as determined by ASTM D2047.

ENVIRONMENTAL & SAFETY BENEFITS

- No Heavy Metal Complexes
- No Alkylphenol or Nonylphenol Ethoxylates
- Non-Corrosive
- No Phthalates
- No Urethane or Formaldehyde
- No PFOS or PFOA
- Extremely Low VOC: <0.1% (CARB Compliant)
- Not Regulated by DOT for Shipping

ITEM DESCRIPTION

933003	gl/cs	4/cs
933010	drum	5 gl

TYPICAL PROPERTIES

pH	8.2
Color	Opaque White
Total Solids	18%
Specular Gloss (5 Coats, VCT)	>70
Odor	Extremely low
Detergent Resistance	Excellent
Durability	Excellent
Coverage	3,000 sq. ft./gl

HEALTH AND HAZARD RATINGS

Category	NFPA	HMIS
Health	1	1
Fire	0	0
Reactivity	0	0
Protective Equipment	None	B

WAXIE-GREEN FLOOR STRIPPER is **Green Seal GS-40 Certified** and is specifically designed to remove **WAXIE-Green Floor Finishes**, but it also removes most conventional metal-crosslinked floor finishes too. This fast acting and pleasant to use stripper removes multiple layers of finish without harsh alkalies and other conventional components. Does not contain hazardous or corrosive materials.

No 2-BE (Butyl), APE, Caustic, EDTA, Ammonia • Phosphate Free • Non-Corrosive • VOC Compliant

ENVIRONMENTAL & SAFETY BENEFITS

- No 2-BE (Butyl), APE, Caustic, EDTA, Ammonia
- Phosphate Free
- Readily Biodegradable*
- Contains No Hazardous Ingredients**
  - No Petroleum Distillates
  - No Halogenated Aromatic Solvents
  - No Alkalies
- Non-Corrosive
- VOC Compliant
  - Meets CARB VOC Limits
- Fragrance-Free

*As defined in 40CFR796.3200 EPA/TSCA
**As defined in OSHA 29CFR 1910.1200

ITEM DESCRIPTION

320661	gl/cs	4/cs

TYPICAL PROPERTIES

pH	10.9
Weight/Gal.	8.76#
Foam	Very Low
Color	Colorless
Odor	Bland
Clarity	Clear
Sediment	None
VOC @ 1:3 Dilution	10.2%

(EPA Method 24)

HEALTH AND HAZARD RATINGS

Category	NFPA	HMIS
Health	2	2
Fire	0	0
Reactivity	0	0
Protective Equipment	None	B

WAXIE-GREEN FLOOR FINISH ENHANCER is ECOLOGO CCD-147/UL 2777 Certified and is a high dilution floor maintenance product that improves the efficiency of floor pads in restoration to enhance and repair dull or damaged floor finishes to a vibrant gloss. Designed to restore all WAXIE-Green Floor Finishes, but works with conventional floor finishes as well.

WAXIE-GREEN FLOOR FINISH ENHANCER contains no phosphates, glycol ethers, alkalies, acids, Dibutyl Phthalate plasticizers or APE/APEO (alkyl phenol ethoxylates) surfactants.

No Heavy Metals • No Acids or Alkalis • Readily Biodegradable • Meets ASTM D2047-93 Requirements for Slip Resistance

When used with WAXIE-Green Floor Care Program it maintains requirements for a slip resistant coating, as determined by ASTM D2047-93.

ENVIRONMENTAL & SAFETY BENEFITS

- No Heavy Metal Complexes
- No Acids or Alkalis
- No Added Fragrance
- Low VOC: <1% at 1:64 Dilution (CARB Compliant)
- Readily Biodegradable
- Not Regulated by DOT for Shipping

ITEM DESCRIPTION

930211	gl/cs	4/cs

TYPICAL PROPERTIES

pH	8.8
Color	Colorless
Odor	Extremely Low
Foam	Extremely Low

HEALTH AND HAZARD RATINGS

Category	NFPA	HMIS
Health	1	1
Fire	0	0
Reactivity	0	0
Protective Equipment	None	B

WAXIE-GREEN MARAVILLOSO LAVENDER NEUTRAL CLEANER & DEGREASER is ECOLOGO CCD-147/UL 2777 Certified and is a high dilution neutral cleaner and degreaser ideal for maintaining all WAXIE-Green Floor Finishes. With daily cleaning, improves hardness, durability and life of these floor finishes to reduce maintenance expenses. Pleasant lavender fragrance.

WAXIE-GREEN MARAVILLOSO LAVENDER NEUTRAL CLEANER & DEGREASER contains no phosphates, zero VOCs and is not regulated by DOT for shipping.

No Phosphates • Zero VOCs • Neutral pH • Readily Biodegradable

ENVIRONMENTAL & SAFETY BENEFITS

- No phosphates
- Zero VOCs
- Neutral pH
- Readily Biodegradable
- Not Regulated by DOT for Shipping

ITEM DESCRIPTION

321194	gl/cs	4/cs

TYPICAL PROPERTIES

pH	7
Color	Purple (FD&C Dyes)
Odor	Clean Lavender
Foam	Low

HEALTH AND HAZARD RATINGS

Category	NFPA	HMIS
Health	0	0
Fire	0	0
Reactivity	0	0
Protective Equipment	None	B

High quality WAXIE-Green products incorporate the latest cleaning technology in order to deliver superior cleaning results, and include products that have been certified by third-party ecolabels.

In addition to providing cleaning performance, WAXIE-Green cleaning chemicals are also formulated to reduce potential impacts on human health as well as the environment.

WAXIE-Green products offer a compelling combination of performance, price, health and safety, along with a more sustainable profile.

Certified by third-party ecolabels*. Reduce impact on human health as well as the environment.

WAXIE-Green Dilution Control Cleaning Chemicals | WAXIE-Green Floor Care
WAXIE-Green Carpet Care | WAXIE-Green Ready-to-Use Cleaning Products

*All WAXIE-Green products are certified by third-party ecolabels such as UL ECOLOGO, Green Seal, EPA Safer Choice, SCS Global Services, or meet EPA guidelines for post-consumer recycled content.

Unleashing the Strength of a National Platform

Envoy Solutions is a specialized distributor and solution provider serving the US market through a family of the nation's best regional distributors. We specialize in jan-san, foodservice, packaging, and marketing execution. We're way more than a catalog or website—we're people who listen, roll up our sleeves, and do the heavy lifting. We offer a broad catalog of top brands and products, along with deep expertise and advice, to help our client-partners succeed. We are driven to make facilities cleaner and more sustainable, people safer, and operations more productive, every day.

For more information on Envoy Solutions, visit www.envoysolutions.com

Rev. 0822

ENVOY SOLUTIONS

WAXIE Cleaning Solutions are available through Envoy Solutions and our Regional Distribution Brands
www.envoysolutions.com | (800) 995-4466

© 2022 Envoy Solutions

Exhibit M

OMNIA®
PARTNERS

OMNIA Partners Contract #02-27

JanSan Supplies and Maintenance Repair Operations Supplies + Services including Packaging and Foodservice Disposables

Cooperative purchasing utilizes a lead agent to competitively solicit a master agreement that contains language to be utilized by a state or nationally. Doing so results in several benefits to its members to include but not limited to:

1. Money savings
2. Time savings
3. Limited need for personnel to run and review solicitations
4. Ability to obtain higher quality products
5. Expertise on the solicitation process
6. Lower prices due to volume of members
7. Convenience
8. Well written and reviewed T&C

BradyPLUS

OMNIA®
PARTNERS

OMNIA Partners' Master Agreement Solicitation Process

The lead agent competitively solicits national master agreement for use by public agencies.

The solicitation is advertised nationally for a minimum of 30 days.

The solicitation has language that allows "piggybacking" for states whose laws allow intergovernmental contract use.

The lead agent evaluates the responses and awards contracts.

90,000 agencies nationwide, both the public and nonprofit sectors are eligible.

These include, but are not limited to the following agency types:

- School Districts (including K-12, Charter Schools, and Private K-12)
- Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities, Counties, and any Local Government
- State Agencies
- Church/Religious
- Nonprofit Corporations (to include 501C)

OMNIA Partners Contract #02-27

Lead Agent | Region 14 ESC

Contract Terms | April 11th, 2016 – April 30th, 2025
*6 year contract with 2 – 1 year extensions

Categories Awarded | JanSan and Maintenance Repair Operations Supplies & Services (including packaging and foodservice disposables)

Become a Member | OMNIApartners.com

BradyPLUS Contact

Amanda Parent
Senior Director – National Accounts BradyPLUS
(858) 292-8111 ext. 625
amanda.parent@envoysolutions.com

03-2024

BradyPLUS

Exclusively available through BradyPLUS and our Regional Distribution Brands
BradyPLUS.com + (877) 788-PLUS

© 2024 BradyPLUS

BradyPLUS

Response to RFP

Section 6: Required Documents

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS companies

Address 9353 Waxie Way
San Diego, CA 92123

Phone (800)995-4466

Fax

Contact

Signature

Amanda Parent
Printed Name

Senior Director National Accounts
Position with Company

Official Authorizing Proposal

Signature

Steve Thomas
Printed Name

Senior VP National Accounts
Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1142334

Date Filed:
04/03/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waxie's Enterprises, LLC
San Diego, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 14 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-S824
Comprehensive Operational and Janitorial Supplies and Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is A. Stevenson Thomas, and my date of birth is 9-19-1956.

My address is 11336 Legacy Ter (street), San Diego (city), CA (state), 92131 (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in San Diego County, State of California on the 3rd day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Steve Thomas, as an authorized representative of
WAXIE's Enterprises, LLC, and its affiliates, BradyPLUS Companies, a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

04/01/2024
Date

NOTICE TO OFFEROR ADDENDUM NO. 1

RFP# 24-S824

Competitive Solicitation by Region 14 Education Service Center

for

Comprehensive Operational and Janitorial Supplies and Solutions

This Addendum No. 1 amends the Request for Proposals (RFP) for Comprehensive Operational and Janitorial Supplies and Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Comprehensive Operational and Janitorial Supplies and Solutions.

See Addendum No. 1 Acknowledgement included on the last page.

Addendum No. 1 is hereby issued as follows:

Questions:

1. I would like to know the timing for when they plant to award the contract. **Answer: Award of contract(s) is anticipated in May 2024**

2. Once we submit our pricing do we get awarded and a number after our bid is reviewed? Its multiple awards correct? **Answer: Once received, proposals will be evaluated following the criteria outlined in V. Evaluation. Awards will be made to the prospective supplier(s) whose response is determined to be the most advantageous. Region 14 reserves the right to award multiple contracts.**

3. Is this bid for Catalog Discounts? Should we upload our catalogs that meet the different categories with a discount? **Answer: See V. Evaluation, Availability of Products and Pricing; Electronic Catalog and/or price lists should accompany the proposal.**

4. Do we need to include the 1295 Form with the bid? Or after award? If submitting with the bid, should we use Omnia Partners? Or Region 14 ESC? **Answer: The Form 1295 is a submission requirement. The contracted party is Region 14 ESC.**

5. Are you requiring the 1295 Form with the submission? Or after award? If needed with the submission, are we going to use Omnia Partners? Org Region 14 ESC? **Answer: The Form 1295 is a submission requirement. The contracted party is Region 14 ESC.**

6. Are Towel & Tissue as well as can liner products are included in this RFP? I do not see them on the list, can they be included in the catalog offering? **Answer: The list is suggested, but not limited to, categories. Responses may include other related offerings.**

7. In reference to Contract Sales of OMNIA Partners Administration Agreement Appendix B, Item M: Does this section need to be completed? We acknowledge the 3% Admin Fee on purchases as defined in Section 12; However, requesting clarification - Are we to identify a specific dollar amount anticipated/expected/required to be defined for each year? And if we "guarantee" a specific dollar amount but do not receive that, are we still charged the fee? **Answer: By providing a guaranteed sale, Respondents are stating that they will guarantee a sales amount and pay the administrative fee on those sales even if they do not hit that goal. Alternatively, Respondents do not need to provide a sales guarantee or can indicate $0 as their guarantee.**

x

A. Stevenson Thomas
Sr. VP National Accounts

DISCOUNT SCHEDULE - RFP 24-S824	
Company Name:	WAXIE's Enterprises LLC, and its affiliates, BradyPLUS companies
Manufacturer /Category	**Minimum % Discount**
Paper Products- Toilet tissue, folded towels, wipers, napkins, facial tissue, seat covers, rolled towels, etc.	55%
Feminine Hygiene	40%
Plastic Can Liners	55%
Waste and Recyling - Trash cans, recycle bins, etc.	30%
Big Belly products and accessories	5%
Cleaning Supplies - window cleaning tools, general purpose supplies, mops, brooms, rags, rags, tilt trucks, caddies, etc	30%
Unger Tools and Equipment	15%
Hand Hygiene - Soap and Sanitizer	40%
Lodging Amenties - Shampoo, conditioner, lotion	15%
General Chemicals	30%
Air Fresheners	30%
Floor maintenance - Floor Finishes, Strippers, and Floor Sealers, wood floor products and floor maintenance chemicals	40%
Dilution Control Chemicals	30%
Laundry Chemicals	40%
Antimicrobial Products	15%
Warewashing Chemicals	40%
Envirox Chemicals	15%
Tersano Chemicals	15%
Kaivac Chemicals	10%
Reconditioned Equipment	5%
Robotic/Autonomous Equipment	5%
Industrial Equipment	5%
Propane Equipment	5%
Direct Corded Equipment	20%
Battery Operated Equipment	18%
Sweepers	18%
Tennant Equipment and Accessories	5%
Square Scrub Equipment and Accessories	5%
Geerpres Equipment and Accessories	15%
Nacecare Equipment and Accessories	5%
Equipment Parts and Accessories -repair parts for equipment, floor pads, squeegee, vacuum filter bags, etc.	10%
Air Purification Equipment & Parts	15%
Safety - Gloves, masks, coveralls, partitions, spill kits, etc.	20%
Food Service Disposables	35%
Food service Smallware	20%
Matting	30%
Signage	10%
Ashtrays	10%
Batteries	10%
Other	10%
Ice Melt	25%
Pest Control	15%
Lighting	15%
Lawn & Garden	10%
Bobrick	10%
Material Handling	10%
Services	
Equipment Repair and Service	10%
VMI (Vendor Managed Inventory)	5%
Rental Equipment	5%
Dispenser Installation	5%

Comments:

*Dispenser for each category will be added at market value and will not follow the category discount. Most proprietary dispensers can be offered free of charge and will be negotiated between the BradyPLUS affiliate and the end-user.

* The products represented in our catalog are a sampling of commonly purchased items and do not include our entire assortment. Items will be added as requested by end users.

DocuSign Envelope ID: B57BDFA3-B89F-4237-9F15-FCB3060F9654

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

May 21, 2024

Steve Thomas
Senior VP National Accounts
WAXIE's Enterprise, LLC and its affiliates, BradyPLUS
9353 Waxie Way
San Diego, CA 92123
Sent via email to: steve.thomas@envoysolutions.com

Re: Award of Contract #152610 Comprehensive Operational and Janitorial Supplies and Solutions

Dear Mr. Thomas:

Region 14 Education Service Center is happy to announce that WAXIE's Enterprise, LLC and its affiliates, BradyPLUS has been awarded Contract #152610 based on the proposal submitted to Region 14 ESC in response to RFP# 24-S824 Comprehensive Operational and Janitorial Supplies and Solutions. As stated in the RFP, VI. Signature Form, this contract award letter is the countersignature to WAXIE's Enterprise, LLC and its affiliates, BradyPLUS response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective June 1, 2024. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

DocuSigned by:
Emily Jeffrey
4F564E7907547B...
Emily Jeffrey
Region 14, Chief Financial Officer

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Lance Verdugo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: A MAINTENANCE SERVICES AGREEMENT WITH BAY ALARM COMPANY FOR MONITORING AND MAINTENANCE SERVICES AT VARIOUS CITY FACILITIES

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a sole source Maintenance Services Agreement with Bay Alarm Company, of Los Angeles, California, for monitoring and maintenance services at various City facilities for a total not-to-exceed contract amount of $1,055,007 for up to five (5) years.

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

FISCAL IMPACT: The recommended Maintenance Services Agreement with Bay Alarm Company is for a total amount not-to-exceed $622,101 over a three-year term. Two (2) one-year extensions may be exercised at the City's sole discretion. The cost of option year one is in the amount of $213,315 and the cost of option year two is in the amount of $219,591 for a total not-to-exceed contract amount of $1,055,007 over the five-year term. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed in the Facilities Maintenance Fund for monitoring and maintenance services at various City facilities.

BACKGROUND & ANALYSIS: The Municipal Services Department is responsible for maintaining more than 80 facilities throughout the City of Ontario including Community and Aquatic Centers, City Hall, Police Departments, Fire Departments, and various other locations. Bay Alarm Company monitors, maintains, and repairs critical systems like intrusion, fire alarms, and security camera systems that provide a safe and secure environment for our communities and City Staff. These systems require monthly and emergency maintenance to continue operating at an optimum level to ensure the continuance of protection of the community and Staff.

Staff recommends awarding a sole source Maintenance Services Agreement to Bay Alarm considering various factors such as the total cost of new equipment installation, facility familiarity, and an understanding of our current operations ensuring optimum safety and service to our community.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This 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 **Bay Alarm Company**, a Corporation, with its principal place of business at **PO Box 51041, Los Angeles, CA 90051-5337** ("Contractor")**.** City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Security and Fire Alarm Monitoring Services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Security and Fire Alarm Monitoring Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in 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.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025,** to **June 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-

year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

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 **Six Hundred Twenty-Two Thousand Dollars One Hundred One Dollars with Zero Cents ($622,101)** without written approval of City's **Municipal Services 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.

3.2.2 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 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.2.5 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.

3.2.6 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Contractor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Contractor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Contractor is not entitled: (1) Contractor shall immediately notify the City and the financial institution; (2) Contractor shall not withdraw any of the funds which were

erroneously deposited or to which Contractor is not entitled; and (3) Contractor authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Contractor is not entitled.

3.3 Responsibilities of Contractor.

3.3.1 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. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional 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. 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.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical 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.

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

3.3.4 City's Representative. The City hereby designates **Lance Verdugo, Municipal Services Manager** 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 the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates **Ilan Glassman, Branch 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 the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his 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.

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

3.3.7 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 professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional 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. Finally, 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 a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the 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 the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance and Liquidated Damages.

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **$250** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 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 subconsultants, 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.

3.3.8.3 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.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. 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 the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, 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.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 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 City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall

defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services 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.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, 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 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability

limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, 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. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any 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 pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) 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; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-

insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any 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 pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. 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.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. 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. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, 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, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement 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 provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. 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.

3.3.12 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, the 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.

3.3.13 Work Site.

3.3.13.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.13.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.14 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.15 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. 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. 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. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, 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 upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. 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. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services 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 elected officials, officers, employees and agents free and harmless from any claim or liability 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.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, 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.

3.4.3 Registration/DIR Compliance. This Project 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.

3.4.4 Labor Certification. By its signature hereunder, Consultant 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 Worker's 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.

3.5 Termination of Agreement.

3.5.1 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 adequately rendered to City, 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.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data 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.

3.5.3 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.

3.6 Indemnification.

3.6.1 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 or active negligence or willful misconduct of the City.

3.6.2 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.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred 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.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 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 3.7.2.2 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.

3.7.2.2 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.

3.7.3 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:

Bay Alarm Company
PO Box 51041
Los Angeles, CA 90051-5337
Attn: Ilan Glassman, Branch Manager

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Lance Verdugo, Municipal Services Manager

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.

3.7.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. 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 extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 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 other costs of such action.

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

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

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

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 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.

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

3.7.12 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.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 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.

3.7.15 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. Further, 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.

3.7.16 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.

3.7.17 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.

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

3.7.19 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 modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND BAY ALARM COMPANY

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

BAY ALARM COMPANY

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

EXHIBIT "A"

SCOPE OF SERVICES

- ALL CITY OF ONTARIO ALARM MAINTENANCE AND PROFESSIONAL MONITORING SERVICES RELATED TO ALL SYSTEMS AS APPLICABLE
- INSTALL, MAINTAIN, AND REPAIR SECURITY CAMERAS AND SECURITY CAMERA SYSTEMS, COMPONENTS RELATED TO BAY ALARM EQUIPMENT
- INSTALL, MAINTAIN, AND REPAIR ACCESS CONTROL SYSTEMS, COMPONENTS RELATED TO BAY ALARM EQUIPMENT
- INSTALL, MAINTAIN, AND REPAIR PANIC BUTTONS AND DURESS SYSTEMS, COMPONENTS RELATED TO BAY ALARM EQUIPMENT
- INSTALL, MAINTAIN, AND REPAIR PAGING/ALERTING SYSTEMS AND ALL RELATED COMPONENTS
- INSTALL, MAINTAIN, AND REPAIR INTERCOM SYSTEMS AND ALL RELATED COMPONENTS
- TEST ALL EQUIPMENT AND CONNECTIONS
- INSTALL/RUN NETWORK CABLES AS NEEDED
- CONDUCT QUARTERLY AND SEMI-ANNUAL INSPECTIONS ON FIRE ALARM SYSTEMS IN COMPLIANCE WITH NFPA 25 AND NFPA 72. DURING THOSE INSPECTIONS, PANEL BATTERIES FOR FIRE SYSTEMS WILL BE CHECKED.

EXHIBIT "B"

SCHEDULE OF SERVICES

SEE ATTACHMENT

FY 2025 - 2028

Bay Account #	DESC	Street Address	Service Type	MONTHLY	QUARTERLY	ANNUAL
4486232	137/141 EUCLID AVE - ECON DEV	141 N EUCLID AVE	BURGLAR MONITORED	$ 63.44	$ 190.32	$ 761.28
3877032	ANTHONY MUNOZ	1240 W 4TH ST	FIRE MONITORED	$ 69.68	$ 209.04	$ 836.16
4115232	ANTHONY MUNOZ	1240 W 4TH ST	BURGLAR MONITORED	$ 43.68	$ 131.04	$ 524.16
4219432	ANTHONY MUNOZ CENTER	1240 W 4TH ST	ACCESS CONTROL	$ -	$ -	$ -
4220832	ANTHONY MUNOZ CENTER	1240 W 4TH ST	CCTV - SERVICE ONLY	$ -	$ -	$ -
4219532	ARENA ONTARIO NET- FIBER STORAGE	3737 E CONCOURS ST	ACCESS CONTROL	$ -	$ -	$ -
4219932	ARMSTRONG	1265 S PALMETTO AVE	ACCESS CONTROL	$ 61.36	$ 184.08	$ 736.32
4330432	ARMSTRONG COMM	1265 S PALMETTO AVE	BURGLAR AUTOLOG	$ 52.00	$ 156.00	$ 624.00
4104432	ARMSTRONG COMM	1265 S PALMETTO AVE	FIRE MONITORED	$ 130.00	$ 390.00	$ 1,560.00
4367632	BA	1425 S BON VIEW AVE	BURGLAR AUTOLOG	$ 61.84	$ 185.52	$ 742.06
4307532	C-BLOCK PARKING STRUCTURE	155 E C ST	FIRE MONITORED	$ 83.20	$ 249.60	$ 998.40
4175732	CHAFFEY MUSEUM	217 S LEMON AVE	BURGLAR MONITORED	$ 109.20	$ 327.60	$ 1,310.40
4183832	CHAFFEY MUSEUM STORAGE	217 1/2 S LEMON	BURGLAR MONITORED	$ -	$ -	$ -
4068632	CITY HALL	303 E B ST	FIRE MONITORED	$ 1,147.12	$ 3,441.36	$ 13,765.44
4168532	CITY HALL	303 E B ST	BURGLAR MONITORED	$ 39.52	$ 118.56	$ 474.24
4150932	CITY HALL ANNEX	200 N CHERRY AVE	FIRE MONITORED	$ 748.80	$ 2,246.40	$ 8,985.60
4196132	CITY HALL ANNEX	200 N CHERRY ST	BURGLAR MONITORED	$ 39.52	$ 118.56	$ 474.24
3804232	COLONY BRANCH	3850 E RIVERSIDE DR	BURGLAR MONITORED	$ 31.20	$ 93.60	$ 374.40
4333032	CUCAMONGA	1440 S CUCAMONGA AVE	MONITORED VIDEO SERVICE	$ 448.45	$ 1,345.34	$ 5,381.38
4109032	DE ANZA COMMUNITY CENTER	1405 S FERN AVE	FIRE MONITORED	$ 94.64	$ 283.92	$ 1,135.68
4186132	DE ANZA COMMUNITY CENTER	1405 S FERN AVE	BURGLAR MONITORED	$ 37.44	$ 112.32	$ 449.28
4220032	DE ANZA COMMUNITY CENTER	1405 S FERN AVE	ACCESS CONTROL	$ 61.36	$ 184.08	$ 736.32
4197232	DE ANZA TINY TOTS	1405 S FERN AVE	BURGLAR MONITORED	$ 42.64	$ 127.92	$ 511.68
4197432	DOROTHY QUESADA COMM CENTER	1010 S BON VIEW	BURGLAR MONITORED	$ 62.40	$ 187.20	$ 748.80
4171132	DOROTHY QUESADA COMM CTR	1010 S BON VIEW AVE	FIRE MONITORED	$ 408.72	$ 1,226.16	$ 4,904.64
4318932	ECON DEV	143 N EUCLID AVE	BURGLAR AUTOLOG	$ 57.20	$ 171.60	$ 686.40
4547432	ECON DEV	215 W C ST	BURGLAR AUTOLOG	$ 156.00	$ 468.00	$ 1,872.00
4361032	ECON DEV	207 N EUCLID AVE	BURGLAR AUTOLOG	$ 65.61	$ 196.84	$ 787.36
4635132	ECON DEV	210-218 N PALM AVE	BURGLAR AUTOLOG	$ 140.40	$ 421.20	$ 1,684.80
4361532	ECON DEV WAREHOUSE BA	1236 E AIRPORT DR	BURGLAR AUTOLOG	$ 178.93	$ 536.80	$ 2,147.18
4362632	ECON DEV WAREHOUSE FA	1236 E AIRPORT DR	FIRE MONITORED	$ 410.35	$ 1,231.06	$ 4,924.23
4227832	ELECTRICAL ROOM & UNDER GROUND	2200 E PHILADELPHIA ST	BURGLAR MONITORED	$ 39.00	$ 117.00	$ 468.00
4166532	FILTRATION PLANT / WAREHOUSE REAR	. 4TH & CUCAMONGA AVE	BURGLAR MON/FIRE SUB-OWNED	$ 48.89	$ 146.67	$ 586.68
4175432	FIRE DEPT #5	1530 E 4TH ST	FIRE MONITORED	$ 83.00	$ 249.00	$ 996.00
4203532	FIRE DEPT #6	2931 E PHILADELPHIA ST	FIRE MONITORED	$ 238.96	$ 716.88	$ 2,867.53
4203632	FIRE DEPT #7	4901 VANDERBILT ST	BURGLAR MONITORED	$ 67.60	$ 202.80	$ 811.20
4203732	FIRE DEPT #8	3429 E SHELBY ST	BURGLAR MONITORED	$ 67.60	$ 202.80	$ 811.20
4230832	FIRE DEPT #9	2611 E GRAND PARK ST	FIRE MONITORED	$ 83.20	$ 249.60	$ 998.40
4134132	HOUSING DEV/CODE ENFORCEMENT	208 W EMPORIA ST	FIRE MONITORED	$ 221.45	$ 664.34	$ 2,657.37
4184832	HOUSING DEV/CODE ENFORCEMENT	208 W EMPORIA ST	BURGLAR MONITORED	$ 54.08	$ 162.24	$ 648.96
4107632	LIBRARY	215 E C ST	FIRE MONITORED	$ 214.24	$ 642.72	$ 2,570.88
4196232	LIBRARY	215 E C ST	BURGLAR MONITORED	$ 154.08	$ 462.24	$ 1,848.96
4586632	MUSEUM OF HISTORY	225 S EUCLID AVE	INTERCOM	$ 52.00	$ 156.00	$ 624.00
4113932	MUSEUM OF HISTORY	225 S EUCLID AVE	FIRE MONITORED	$ 93.60	$ 280.80	$ 1,123.20
4416132	MUSEUM STORAGE	1333 S BON VIEW AVE	BURGLAR AUTOLOG	$ 67.60	$ 202.80	$ 811.20
4122932	MUSUEM OF HISTORY & ART	225 S EUCLID AVE	BURG/ACCESS	$ 54.08	$ 162.24	$ 648.96
3877832	NW POLICE FACILITY	1140 W 6TH ST	BURGLAR MONITORED	$ 39.52	$ 118.56	$ 474.24
4333132	OMUC	1425 S BON VIEW AVE	MONITORED VIDEO SERVICE	$ 480.73	$ 1,442.19	$ 5,768.76
4147832	ONTARIO NET	3737 CONCOURS ST	FIRE MONITORED	$ 71.76	$ 215.28	$ 861.12
4155532	ONTARIO NET PARKING LOT FIBER STORAGE	3737 CONCOURS ST	BURGLAR MONITORED	$ 43.68	$ 131.04	$ 524.16
4221932	ONTARIO NET PARKING LOT- FIBER STORAGE	3737 CONCOURS ST	CCTV - SERVICE ONLY	$ -	$ -	$ -
4568732	ONTARIO SOCCER PARK	2200 E PHILADELPHIA ST	BURGLAR AUTOLOG	$ 104.00	$ 312.00	$ 1,248.00
4186332	POLICE AIR SUPPORT SCHOOL AIRPORT	2009 PORTERFIELD WAY	BURGLAR MONITORED	$ 37.44	$ 112.32	$ 449.28
4108232	POLICE DEPARTMENT	2500 S ARCHIBALD AVE	FIRE MONITORED	$ 1,607.22	$ 4,821.65	$ 19,286.59
4203832	POLICE OFFICERS ASSOCIATION BLDG	2558 S ARCHIBALD AVE	FIRE MONITORED	$ 54.08	$ 162.24	$ 648.96
4162332	POLICE SUB STATION	1 MILLS CIR	BURGLAR MON/FIRE SUB-OWNED	$ 93.68	$ 281.04	$ 1,124.16
4119732	PUBLIC WORKS	1425 S BON VIEW	BURGLAR MON/FIRE SUB-OWNED	$ 556.40	$ 1,669.20	$ 6,676.80
4173732	PUBLIC WORKS	1425 S BON VIEW AVE	BURGLAR MONITORED	$ 656.13	$ 1,968.40	$ 7,873.62
4191132	PUBLIC WORKS	1425 S BON VIEW AVE	BURGLAR MONITORED	$ 109.00	$ 327.00	$ 1,308.00
4050832	PUBLIC WORKS AGENCY #2	1440 S CUCAMONGA	FIRE MONITORED	$ 52.00	$ 156.00	$ 624.00
4374032	PW YARD LOCAL ACCESS	1425 S BON VIEW AVE	ACCESS CONTROL	$ -	$ -	$ -
4330532	PW/OMUC SHOP	1440 S CUCAMONGA AVE	BURGLAR AUTOLOG	$ 46.80	$ 140.40	$ 561.60
3933732	PWA	1425 S BON VIEW AVE	BURGLAR MONITORED	$ 45.00	$ 135.00	$ 540.00
4196532	PWA TRAILER / PUBLIC WORKS FACILITY	1425 S BON VIEW AVE	BURGLAR MONITORED	$ 37.44	$ 112.32	$ 449.28
4167132	REVENUE	1333 S BON VIEW AVE	BURGLAR MONITORED	$ 629.20	$ 1,887.60	$ 7,550.40
4180632	REVENUE	1333 S BON VIEW AVE	FIRE MONITORED	$ 198.64	$ 595.92	$ 2,383.68
4333232	REVENUE BLDG	1333 S BON VIEW AVE	MONITORED VIDEO SERVICE	$ 448.45	$ 1,345.34	$ 5,381.38
3948232	REVENUE WAREHOUSE 3 & 4	1333 S BON VIEW AVE	BURGLAR MONITORED	$ 135.20	$ 405.60	$ 1,622.40
4120932	SENIOR CENTER	225 E B ST	BURGLAR MONITORED	$ 39.52	$ 118.56	$ 474.24
4156232	SENIOR CENTER	225 E B ST	FIRE MONITORED	$ 114.40	$ 343.20	$ 1,372.80
3930032	SOCCER COMP ELECTRICAL RM & UNDER GROUND	2200 E PHILADELPHIA ST	BURGLAR MONITORED	$ 80.08	$ 240.24	$ 960.96
3842732	SOCCER COMPLEX SNACK SHOP	2200 E PHILADELPHIA ST	BURGLAR MONITORED	$ 40.56	$ 121.68	$ 486.72
3933032	TEMPERATURE FORENSICS	2500 S ARCHIBALD AVE	INDUSTRIAL MONITOR	$ 28.08	$ 84.24	$ 336.96
4498032	VACANT OMUC FILTRATION PLANT	960 N CUCAMONGA AVE	BURGLAR AUTOLOG	$ 74.97	$ 224.92	$ 899.68
3914532	VETERANS PARK COMMUNITY CENTER	1305 E D ST	BURGLAR MONITORED	$ 53.04	$ 159.12	$ 636.48
3803332	WAREHOUSE #2	1333 S BON VIEW AVE	BURGLAR MONITORED	$ 126.88	$ 380.64	$ 1,522.56
4332932	WAREHOUSE #3	1333 S BON VIEW AVE	MONITORED VIDEO SERVICE	$ 448.45	$ 1,345.34	$ 5,381.38
4348232	WAREHOUSE BA	1333 S BON VIEW AVE	BURGLAR AUTOLOG	$ 61.66	$ 184.98	$ 739.94
4373732	WAREHOUSE BA	1333 S BON VIEW AVE	BURGLAR AUTOLOG	$ 61.83	$ 185.48	$ 741.94
4373932	WAREHOUSE YARD LOCAL ACCESS	1333 S BON VIEW AVE	ACCESS CONTROL	$ -	$ -	$ -
4373832	WAREHOUSE YARD LOCAL CCTV	1333 S BON VIEW AVE	CCTV	$ -	$ -	$ -
4219832	WESTWIND	2425 E RIVERSIDE DR	ACCESS CONTROL	$ 61.36	$ 184.08	$ 736.32
4162532	WESTWIND SPORT CENTER	2455 E RIVERSIDE DR	BURGLAR MONITORED	$ 74.88	$ 224.64	$ 898.56
4199432	WESTWIND SPORT CNTR MAINT BLDG	2425 E RIVERSIDE DR	BURGLAR MONITORED	$ 31.20	$ 93.60	$ 374.40
4048732	WESTWIND SPORTS CENTER	2455 E RIVERSIDE DR	FIRE MONITORED	$ 74.88	$ 224.64	$ 898.56
TBD	WEST END ANIMAL SHELTER (FIRE)		FIRE MONITORED	$ 425.00	$ 1,275.00	$ 5,100.00
TBD	WEST END ANIMAL SHELTER (BURGLAR)		BURGLAR MONITORED	$ 95.00	$ 285.00	$ 1,140.00
TBD	DOWNTOWN MOBILITY HUB		FIRE MONITORED	$ 425.00	$ 1,275.00	$ 5,100.00
TBD	603 N EUCLID	603 N EUCLID	FIRE MONITORED	$ 215.00	$ 645.00	$ 2,580.00
TBD	603 N EUCLID	603 N EUCLID	BURGLAR MONITORED	$ 85.00	$ 255.00	$ 1,020.00
		TOTAL		**$ 14,447.24**	**$ 43,341.72**	**$ 173,366.92**

FY 2028 - 2029

Bay Account #	DESC	Street Address	Service Type	MONTHLY	QUARTERLY	ANNUAL
4486232	137/141 EUCLID AVE - ECON DEV	141 N EUCLID AVE	BURGLAR MONITORED	$ 65.66	$ 196.98	$ 787.92
3877032	ANTHONY MUNOZ	1240 W 4TH ST	FIRE MONITORED	$ 72.12	$ 216.36	$ 865.43
4115232	ANTHONY MUNOZ	1240 W 4TH ST	BURGLAR MONITORED	$ 45.21	$ 135.63	$ 542.51
4219432	ANTHONY MUNOZ CENTER	1240 W 4TH ST	ACCESS CONTROL	$ -	$ -	$ -
4220832	ANTHONY MUNOZ CENTER	1240 W 4TH ST	CCTV - SERVICE ONLY	$ -	$ -	$ -
4219532	ARENA ONTARIO NET- FIBER STORAGE	3737 E CONCOURS ST	ACCESS CONTROL	$ -	$ -	$ -
4219932	ARMSTRONG	1265 S PALMETTO AVE	ACCESS CONTROL	$ 63.51	$ 190.52	$ 762.09
4330432	ARMSTRONG COMM	1265 S PALMETTO AVE	BURGLAR AUTOLOG	$ 53.82	$ 161.46	$ 645.84
4104432	ARMSTRONG COMM	1265 S PALMETTO AVE	FIRE MONITORED	$ 134.55	$ 403.65	$ 1,614.60
4367632	BA	1425 S BON VIEW AVE	BURGLAR AUTOLOG	$ 64.00	$ 192.01	$ 768.03
4307532	C-BLOCK PARKING STRUCTURE	155 E C ST	FIRE MONITORED	$ 86.11	$ 258.34	$ 1,033.34
4175732	CHAFFEY MUSEUM	217 S LEMON AVE	BURGLAR MONITORED	$ 113.02	$ 339.07	$ 1,356.26
4183832	CHAFFEY MUSEUM STORAGE	217 1/2 S LEMON	BURGLAR MONITORED	$ -	$ -	$ -
4068632	CITY HALL	303 E B ST	FIRE MONITORED	$ 1,187.27	$ 3,561.81	$ 14,247.23
4168532	CITY HALL	303 E B ST	BURGLAR MONITORED	$ 40.90	$ 122.71	$ 490.84
4150932	CITY HALL ANNEX	200 N CHERRY AVE	FIRE MONITORED	$ 775.01	$ 2,325.02	$ 9,300.10
4196132	CITY HALL ANNEX	200 N CHERRY ST	BURGLAR MONITORED	$ 40.90	$ 122.71	$ 490.84
3804232	COLONY BRANCH	3850 E RIVERSIDE DR	BURGLAR MONITORED	$ 32.29	$ 96.88	$ 387.50
4333032	CUCAMONGA	1440 S CUCAMONGA AVE	MONITORED VIDEO SERVICE	$ 464.14	$ 1,392.43	$ 5,569.72
4109032	DE ANZA COMMUNITY CENTER	1405 S FERN AVE	FIRE MONITORED	$ 97.95	$ 293.86	$ 1,175.43
4186132	DE ANZA COMMUNITY CENTER	1405 S FERN AVE	BURGLAR MONITORED	$ 38.75	$ 116.25	$ 465.00
4220032	DE ANZA COMMUNITY CENTER	1405 S FERN AVE	ACCESS CONTROL	$ 63.51	$ 190.52	$ 762.09
4197232	DE ANZA TINY TOTS	1405 S FERN AVE	BURGLAR MONITORED	$ 44.13	$ 132.40	$ 529.59
4197432	DOROTHY QUESADA COMM CENTER	1010 S BON VIEW	BURGLAR MONITORED	$ 64.58	$ 193.75	$ 775.01
4171132	DOROTHY QUESADA COMM CTR	1010 S BON VIEW AVE	FIRE MONITORED	$ 423.03	$ 1,269.08	$ 5,076.30
4318932	ECON DEV	143 N EUCLID AVE	BURGLAR AUTOLOG	$ 59.20	$ 177.61	$ 710.42
4547432	ECON DEV	215 W C ST	BURGLAR AUTOLOG	$ 161.46	$ 484.38	$ 1,937.52
4361032	ECON DEV	207 N EUCLID AVE	BURGLAR AUTOLOG	$ 67.91	$ 203.73	$ 814.92
4635132	ECON DEV	210-218 N PALM AVE	BURGLAR AUTOLOG	$ 145.31	$ 435.94	$ 1,743.77
4361532	ECON DEV WAREHOUSE BA	1236 E AIRPORT DR	BURGLAR AUTOLOG	$ 185.19	$ 555.58	$ 2,222.34
4362632	ECON DEV WAREHOUSE FA	1236 E AIRPORT DR	FIRE MONITORED	$ 424.72	$ 1,274.15	$ 5,096.58
4227832	ELECTRICAL ROOM & UNDER GROUND	2200 E PHILADELPHIA ST	BURGLAR MONITORED	$ 40.37	$ 121.10	$ 363.30
4166532	FILTRATION PLANT / WAREHOUSE REAR	. 4TH & CUCAMONGA AVE	BURGLAR MON/FIRE SUB-OWNED	$ 50.60	$ 151.80	$ 607.22
4175432	FIRE DEPT #5	1530 E 4TH ST	FIRE MONITORED	$ 85.91	$ 257.72	$ 1,030.86
4203532	FIRE DEPT #6	2931 E PHILADELPHIA ST	FIRE MONITORED	$ 247.32	$ 741.97	$ 2,967.89
4203632	FIRE DEPT #7	4901 VANDERBILT ST	BURGLAR MONITORED	$ 69.97	$ 209.90	$ 839.59
4203732	FIRE DEPT #8	3429 E SHELBY ST	BURGLAR MONITORED	$ 69.97	$ 209.90	$ 839.59
4230832	FIRE DEPT #9	2611 E GRAND PARK ST	FIRE MONITORED	$ 86.11	$ 258.37	$ 1,033.34
4134132	HOUSING DEV/CODE ENFORCEMENT	208 W EMPORIA ST	FIRE MONITORED	$ 229.20	$ 687.59	$ 2,750.37
4184832	HOUSING DEV/CODE ENFORCEMENT	208 W EMPORIA ST	BURGLAR MONITORED	$ 55.97	$ 167.92	$ 671.67
4107632	LIBRARY	215 E C ST	FIRE MONITORED	$ 221.74	$ 665.22	$ 2,660.86
4196232	LIBRARY	215 E C ST	BURGLAR MONITORED	$ 159.47	$ 478.42	$ 1,913.67
4586632	MUSEUM OF HISTORY	225 S EUCLID AVE	INTERCOM	$ 53.82	$ 161.46	$ 645.84
4113932	MUSEUM OF HISTORY	225 S EUCLID AVE	FIRE MONITORED	$ 96.88	$ 290.63	$ 1,162.51
4416132	MUSEUM STORAGE	1333 S BON VIEW AVE	BURGLAR AUTOLOG	$ 69.97	$ 209.90	$ 839.59
4122932	MUSUEM OF HISTORY & ART	225 S EUCLID AVE	BURG/ACCESS	$ 55.97	$ 167.92	$ 671.67
3877832	NW POLICE FACILITY	1140 W 6TH ST	BURGLAR MONITORED	$ 40.90	$ 122.71	$ 490.84
4333132	OMUC	1425 S BON VIEW AVE	MONITORED VIDEO SERVICE	$ 497.56	$ 1,492.67	$ 5,970.66
4147832	ONTARIO NET	3737 CONCOURS ST	FIRE MONITORED	$ 74.27	$ 222.81	$ 891.26
4155532	ONTARIO NET PARKING LOT FIBER STORAGE	3737 CONCOURS ST	BURGLAR MONITORED	$ 45.21	$ 135.63	$ 542.51
4221932	ONTARIO NET PARKING LOT- FIBER STORAGE	3737 CONCOURS ST	CCTV - SERVICE ONLY	$ -	$ -	$ -
4568732	ONTARIO SOCCER PARK	2200 E PHILADELPHIA ST	BURGLAR AUTOLOG	$ 107.64	$ 322.92	$ 1,291.68
4186332	POLICE AIR SUPPORT SCHOOL AIRPORT	2009 PORTERFIELD WAY	BURGLAR MONITORED	$ 38.75	$ 116.25	$ 465.00
4108232	POLICE DEPARTMENT	2500 S ARCHIBALD AVE	FIRE MONITORED	$ 1,663.47	$ 4,990.41	$ 19,961.62
4203832	POLICE OFFICERS ASSOCIATION BLDG	2558 S ARCHIBALD AVE	FIRE MONITORED	$ 55.97	$ 167.92	$ 671.67
4162332	POLICE SUB STATION	1 MILLS CIR	BURGLAR MON/FIRE SUB-OWNED	$ 96.96	$ 290.88	$ 1,163.51
4119732	PUBLIC WORKS	1425 S BON VIEW	BURGLAR MON/FIRE SUB-OWNED	$ 575.87	$ 1,727.62	$ 6,910.49
4173732	PUBLIC WORKS	1425 S BON VIEW AVE	BURGLAR MONITORED	$ 679.09	$ 2,037.28	$ 8,149.13
4191132	PUBLIC WORKS	1425 S BON VIEW AVE	BURGLAR MONITORED	$ 112.86	$ 338.58	$ 1,354.32
4050832	PUBLIC WORKS AGENCY #2	1440 S CUCAMONGA	FIRE MONITORED	$ 53.82	$ 161.46	$ 645.84
4374032	PW YARD LOCAL ACCESS	1425 S BON VIEW AVE	ACCESS CONTROL	$ -	$ -	$ -
4330532	PW/OMUC SHOP	1440 S CUCAMONGA AVE	BURGLAR AUTOLOG	$ 48.44	$ 145.31	$ 581.26
3933732	PWA	1425 S BON VIEW AVE	BURGLAR MONITORED	$ 46.58	$ 139.73	$ 558.90
4196532	PWA TRAILER / PUBLIC WORKS FACILITY	1425 S BON VIEW AVE	BURGLAR MONITORED	$ 38.75	$ 116.25	$ 465.00
4167132	REVENUE	1333 S BON VIEW AVE	BURGLAR MONITORED	$ 651.22	$ 1,953.67	$ 7,814.66
4180632	REVENUE	1333 S BON VIEW AVE	FIRE MONITORED	$ 205.59	$ 616.78	$ 2,467.11
4333232	REVENUE BLDG	1333 S BON VIEW AVE	MONITORED VIDEO SERVICE	$ 464.14	$ 1,392.43	$ 5,569.72
3948232	REVENUE WAREHOUSE 3 & 4	1333 S BON VIEW AVE	BURGLAR MONITORED	$ 139.93	$ 419.80	$ 1,679.18
4120932	SENIOR CENTER	225 E B ST	BURGLAR MONITORED	$ 40.90	$ 122.71	$ 490.84
4156232	SENIOR CENTER	225 E B ST	FIRE MONITORED	$ 118.40	$ 355.21	$ 1,420.85
3930032	SOCCER COMP ELECTRICAL RM & UNDER GROUND	2200 E PHILADELPHIA ST	BURGLAR MONITORED	$ 82.88	$ 248.65	$ 994.59
3842732	SOCCER COMPLEX SNACK SHOP	2200 E PHILADELPHIA ST	BURGLAR MONITORED	$ 41.98	$ 125.94	$ 503.76
3933032	TEMPERATURE FORENSICS	2500 S ARCHIBALD AVE	INDUSTRIAL MONITOR	$ 29.06	$ 87.19	$ 348.75
4498032	VACANT OMUC FILTRATION PLANT	960 N CUCAMONGA AVE	BURGLAR AUTOLOG	$ 77.60	$ 232.79	$ 931.17
3914532	VETERANS PARK COMMUNITY CENTER	1305 E D ST	BURGLAR MONITORED	$ 54.90	$ 164.69	$ 658.76
3803332	WAREHOUSE #2	1333 S BON VIEW AVE	BURGLAR MONITORED	$ 131.32	$ 393.96	$ 1,575.85
4332932	WAREHOUSE #3	1333 S BON VIEW AVE	MONITORED VIDEO SERVICE	$ 464.14	$ 1,392.43	$ 5,569.72
4348232	WAREHOUSE BA	1333 S BON VIEW AVE	BURGLAR AUTOLOG	$ 63.82	$ 191.46	$ 765.84
4373732	WAREHOUSE BA	1333 S BON VIEW AVE	BURGLAR AUTOLOG	$ 63.99	$ 191.98	$ 767.90
4373932	WAREHOUSE YARD LOCAL ACCESS	1333 S BON VIEW AVE	ACCESS CONTROL	$ -	$ -	$ -
4373832	WAREHOUSE YARD LOCAL CCTV	1333 S BON VIEW AVE	CCTV	$ -	$ -	$ -
4219832	WESTWIND	2425 E RIVERSIDE DR	ACCESS CONTROL	$ 63.51	$ 190.52	$ 762.09
4162532	WESTWIND SPORT CENTER	2455 E RIVERSIDE DR	BURGLAR MONITORED	$ 77.50	$ 232.50	$ 930.01
4199432	WESTWIND SPORT CNTR MAINT BLDG	2425 E RIVERSIDE DR	BURGLAR MONITORED	$ 32.29	$ 96.88	$ 387.50
4048732	WESTWIND SPORTS CENTER	2455 E RIVERSIDE DR	FIRE MONITORED	$ 77.50	$ 232.50	$ 930.01
TBD	WEST END ANIMAL SHELTER (FIRE)		FIRE MONITORED	$ 439.88	$ 1,319.64	$ 5,278.56
TBD	WEST END ANIMAL SHELTER (BURGLAR)		BURGLAR MONITORED	$ 98.33	$ 294.99	$ 1,179.96
TBD	DOWNTOWN MOBILITY HUB		FIRE MONITORED	$ 439.88	$ 1,319.64	$ 5,278.56
TBD	603 N EUCLID	603 N EUCLID	FIRE MONITORED	$ 222.53	$ 667.59	$ 2,670.36
TBD	603 N EUCLID	603 N EUCLID	BURGLAR MONITORED	$ 87.98	$ 263.94	$ 1,055.76
		TOTAL		**$ 14,952.97**	**$ 44,858.93**	**$ 179,314.45**

FY 2029 - 2030

Bay Account #	DESC	Street Address	Service Type	MONTHLY	QUARTERLY	ANNUAL
4486232	137/141 EUCLID AVE - ECON DEV	141 N EUCLID AVE	BURGLAR MONITORED	$ 67.96	$ 203.88	$ 815.50
3877032	ANTHONY MUNOZ	1240 W 4TH ST	FIRE MONITORED	$ 74.64	$ 223.93	$ 895.72
4115232	ANTHONY MUNOZ	1240 W 4TH ST	BURGLAR MONITORED	$ 46.79	$ 140.37	$ 561.49
4219432	ANTHONY MUNOZ CENTER	1240 W 4TH ST	ACCESS CONTROL	$ -	$ -	$ -
4220832	ANTHONY MUNOZ CENTER	1240 W 4TH ST	CCTV - SERVICE ONLY	$ -	$ -	$ -
4219532	ARENA ONTARIO NET- FIBER STORAGE	3737 E CONCOURS ST	ACCESS CONTROL	$ -	$ -	$ -
4219932	ARMSTRONG	1265 S PALMETTO AVE	ACCESS CONTROL	$ 65.73	$ 197.19	$ 788.76
4330432	ARMSTRONG COMM	1265 S PALMETTO AVE	BURGLAR AUTOLOG	$ 55.70	$ 167.11	$ 668.44
4104432	ARMSTRONG COMM	1265 S PALMETTO AVE	FIRE MONITORED	$ 139.26	$ 417.78	$ 1,671.11
4367632	BA	1425 S BON VIEW AVE	BURGLAR AUTOLOG	$ 66.24	$ 198.73	$ 794.91
4307532	C-BLOCK PARKING STRUCTURE	155 E C ST	FIRE MONITORED	$ 89.13	$ 267.38	$ 1,069.51
4175732	CHAFFEY MUSEUM	217 S LEMON AVE	BURGLAR MONITORED	$ 116.98	$ 350.93	$ 1,403.73
4183832	CHAFFEY MUSEUM STORAGE	217 1/2 S LEMON	BURGLAR MONITORED	$ -	$ -	$ -
4068632	CITY HALL	303 E B ST	FIRE MONITORED	$ 1,228.82	$ 3,686.47	$ 14,745.88
4168532	CITY HALL	303 E B ST	BURGLAR MONITORED	$ 42.33	$ 127.00	$ 508.02
4150932	CITY HALL ANNEX	200 N CHERRY AVE	FIRE MONITORED	$ 802.13	$ 2,406.40	$ 9,625.60
4196132	CITY HALL ANNEX	200 N CHERRY ST	BURGLAR MONITORED	$ 42.33	$ 127.00	$ 508.02
3804232	COLONY BRANCH	3850 E RIVERSIDE DR	BURGLAR MONITORED	$ 33.42	$ 100.27	$ 401.07
4333032	CUCAMONGA	1440 S CUCAMONGA AVE	MONITORED VIDEO SERVICE	$ 480.39	$ 1,441.17	$ 5,764.66
4109032	DE ANZA COMMUNITY CENTER	1405 S FERN AVE	FIRE MONITORED	$ 101.38	$ 304.14	$ 1,216.57
4186132	DE ANZA COMMUNITY CENTER	1405 S FERN AVE	BURGLAR MONITORED	$ 40.11	$ 120.32	$ 481.28
4220032	DE ANZA COMMUNITY CENTER	1405 S FERN AVE	ACCESS CONTROL	$ 65.73	$ 197.19	$ 788.76
4197232	DE ANZA TINY TOTS	1405 S FERN AVE	BURGLAR MONITORED	$ 45.68	$ 137.03	$ 548.12
4197432	DOROTHY QUESADA COMM CENTER	1010 S BON VIEW	BURGLAR MONITORED	$ 66.84	$ 200.53	$ 802.13
4171132	DOROTHY QUESADA COMM CTR	1010 S BON VIEW AVE	FIRE MONITORED	$ 437.83	$ 1,313.49	$ 5,253.97
4318932	ECON DEV	143 N EUCLID AVE	BURGLAR AUTOLOG	$ 61.27	$ 183.82	$ 735.29
4547432	ECON DEV	215 W C ST	BURGLAR AUTOLOG	$ 167.11	$ 501.33	$ 2,005.33
4361032	ECON DEV	207 N EUCLID AVE	BURGLAR AUTOLOG	$ 70.29	$ 210.86	$ 843.44
4635132	ECON DEV	210-218 N PALM AVE	BURGLAR AUTOLOG	$ 150.40	$ 451.20	$ 1,804.80
4361532	ECON DEV WAREHOUSE BA	1236 E AIRPORT DR	BURGLAR AUTOLOG	$ 191.68	$ 575.03	$ 2,300.12
4362632	ECON DEV WAREHOUSE FA	1236 E AIRPORT DR	FIRE MONITORED	$ 439.58	$ 1,318.74	$ 5,274.96
4227832	ELECTRICAL ROOM & UNDER GROUND	2200 E PHILADELPHIA ST	BURGLAR MONITORED	$ 41.78	$ 125.35	$ 376.05
4166532	FILTRATION PLANT / WAREHOUSE REAR	. 4TH & CUCAMONGA AVE	BURGLAR MON/FIRE SUB-OWNED	$ 52.37	$ 157.12	$ 628.47
4175432	FIRE DEPT #5	1530 E 4TH ST	FIRE MONITORED	$ 88.92	$ 266.75	$ 1,067.00
4203532	FIRE DEPT #6	2931 E PHILADELPHIA ST	FIRE MONITORED	$ 255.98	$ 767.94	$ 3,071.77
4203632	FIRE DEPT #7	4901 VANDERBILT ST	BURGLAR MONITORED	$ 72.41	$ 217.24	$ 868.98
4203732	FIRE DEPT #8	3429 E SHELBY ST	BURGLAR MONITORED	$ 72.41	$ 217.24	$ 868.98
4230832	FIRE DEPT #9	2611 E GRAND PARK ST	FIRE MONITORED	$ 89.12	$ 267.37	$ 1,069.49
4134132	HOUSING DEV/CODE ENFORCEMENT	208 W EMPORIA ST	FIRE MONITORED	$ 237.22	$ 711.66	$ 2,846.64
4184832	HOUSING DEV/CODE ENFORCEMENT	208 W EMPORIA ST	BURGLAR MONITORED	$ 57.93	$ 173.80	$ 695.18
4107632	LIBRARY	215 E C ST	FIRE MONITORED	$ 229.50	$ 688.50	$ 2,753.99
4196232	LIBRARY	215 E C ST	BURGLAR MONITORED	$ 165.05	$ 495.16	$ 1,980.65
4586632	MUSEUM OF HISTORY	225 S EUCLID AVE	INTERCOM	$ 55.70	$ 167.11	$ 668.44
4113932	MUSEUM OF HISTORY	225 S EUCLID AVE	FIRE MONITORED	$ 100.27	$ 300.80	$ 1,203.20
4416132	MUSEUM STORAGE	1333 S BON VIEW AVE	BURGLAR AUTOLOG	$ 72.41	$ 217.24	$ 868.98
4122932	MUSUEM OF HISTORY & ART	225 S EUCLID AVE	BURG/ACCESS	$ 57.93	$ 173.80	$ 695.18
3877832	NW POLICE FACILITY	1140 W 6TH ST	BURGLAR MONITORED	$ 42.33	$ 127.00	$ 508.02
4333132	OMUC	1425 S BON VIEW AVE	MONITORED VIDEO SERVICE	$ 514.97	$ 1,544.91	$ 6,179.63
4147832	ONTARIO NET	3737 CONCOURS ST	FIRE MONITORED	$ 76.87	$ 230.61	$ 922.45
4155532	ONTARIO NET PARKING LOT FIBER STORAGE	3737 CONCOURS ST	BURGLAR MONITORED	$ 46.79	$ 140.37	$ 561.49
4221932	ONTARIO NET PARKING LOT- FIBER STORAGE	3737 CONCOURS ST	CCTV - SERVICE ONLY	$ -	$ -	$ -
4568732	ONTARIO SOCCER PARK	2200 E PHILADELPHIA ST	BURGLAR AUTOLOG	$ 111.41	$ 334.22	$ 1,336.89
4186332	POLICE AIR SUPPORT SCHOOL AIRPORT	2009 PORTERFIELD WAY	BURGLAR MONITORED	$ 40.11	$ 120.32	$ 481.28
4108232	POLICE DEPARTMENT	2500 S ARCHIBALD AVE	FIRE MONITORED	$ 1,721.69	$ 5,165.07	$ 20,660.28
4203832	POLICE OFFICERS ASSOCIATION BLDG	2558 S ARCHIBALD AVE	FIRE MONITORED	$ 57.93	$ 173.80	$ 695.18
4162332	POLICE SUB STATION	1 MILLS CIR	BURGLAR MON/FIRE SUB-OWNED	$ 100.35	$ 301.06	$ 1,204.23
4119732	PUBLIC WORKS	1425 S BON VIEW	BURGLAR MON/FIRE SUB-OWNED	$ 596.03	$ 1,788.09	$ 7,152.36
4173732	PUBLIC WORKS	1425 S BON VIEW AVE	BURGLAR MONITORED	$ 702.86	$ 2,108.57	$ 8,434.30
4191132	PUBLIC WORKS	1425 S BON VIEW AVE	BURGLAR MONITORED	$ 116.81	$ 350.43	$ 1,401.72
4050832	PUBLIC WORKS AGENCY #2	1440 S CUCAMONGA	FIRE MONITORED	$ 55.70	$ 167.11	$ 668.44
4374032	PW YARD LOCAL ACCESS	1425 S BON VIEW AVE	ACCESS CONTROL	$ -	$ -	$ -
4330532	PW/OMUC SHOP	1440 S CUCAMONGA AVE	BURGLAR AUTOLOG	$ 50.13	$ 150.40	$ 601.60
3933732	PWA	1425 S BON VIEW AVE	BURGLAR MONITORED	$ 48.21	$ 144.63	$ 578.52
4196532	PWA TRAILER / PUBLIC WORKS FACILITY	1425 S BON VIEW AVE	BURGLAR MONITORED	$ 40.11	$ 120.32	$ 481.28
4167132	REVENUE	1333 S BON VIEW AVE	BURGLAR MONITORED	$ 674.01	$ 2,022.04	$ 8,088.18
4180632	REVENUE	1333 S BON VIEW AVE	FIRE MONITORED	$ 212.79	$ 638.36	$ 2,553.46
4333232	REVENUE BLDG	1333 S BON VIEW AVE	MONITORED VIDEO SERVICE	$ 480.39	$ 1,441.17	$ 5,764.66
3948232	REVENUE WAREHOUSE 3 & 4	1333 S BON VIEW AVE	BURGLAR MONITORED	$ 144.83	$ 434.49	$ 1,737.96
4120932	SENIOR CENTER	225 E B ST	BURGLAR MONITORED	$ 42.33	$ 127.00	$ 508.02
4156232	SENIOR CENTER	225 E B ST	FIRE MONITORED	$ 122.55	$ 367.64	$ 1,470.58
3930032	SOCCER COMP ELECTRICAL RM & UNDER GROUND	2200 E PHILADELPHIA ST	BURGLAR MONITORED	$ 85.78	$ 257.35	$ 1,029.40
3842732	SOCCER COMPLEX SNACK SHOP	2200 E PHILADELPHIA ST	BURGLAR MONITORED	$ 43.45	$ 130.35	$ 521.39
3933032	TEMPERATURE FORENSICS	2500 S ARCHIBALD AVE	INDUSTRIAL MONITOR	$ 30.08	$ 90.24	$ 360.96
4498032	VACANT OMUC FILTRATION PLANT	960 N CUCAMONGA AVE	BURGLAR AUTOLOG	$ 80.31	$ 240.94	$ 963.76
3914532	VETERANS PARK COMMUNITY CENTER	1305 E D ST	BURGLAR MONITORED	$ 56.82	$ 170.45	$ 681.81
3803332	WAREHOUSE #2	1333 S BON VIEW AVE	BURGLAR MONITORED	$ 135.92	$ 407.75	$ 1,631.00
4332932	WAREHOUSE #3	1333 S BON VIEW AVE	MONITORED VIDEO SERVICE	$ 480.39	$ 1,441.17	$ 5,764.66
4348232	WAREHOUSE BA	1333 S BON VIEW AVE	BURGLAR AUTOLOG	$ 66.05	$ 198.16	$ 792.64
4373732	WAREHOUSE BA	1333 S BON VIEW AVE	BURGLAR AUTOLOG	$ 66.23	$ 198.70	$ 794.78
4373932	WAREHOUSE YARD LOCAL ACCESS	1333 S BON VIEW AVE	ACCESS CONTROL	$ -	$ -	$ -
4373832	WAREHOUSE YARD LOCAL CCTV	1333 S BON VIEW AVE	CCTV	$ -	$ -	$ -
4219832	WESTWIND	2425 E RIVERSIDE DR	ACCESS CONTROL	$ 65.73	$ 197.19	$ 788.76
4162532	WESTWIND SPORT CENTER	2455 E RIVERSIDE DR	BURGLAR MONITORED	$ 80.21	$ 240.64	$ 962.56
4199432	WESTWIND SPORT CNTR MAINT BLDG	2425 E RIVERSIDE DR	BURGLAR MONITORED	$ 33.42	$ 100.27	$ 401.07
4048732	WESTWIND SPORTS CENTER	2455 E RIVERSIDE DR	FIRE MONITORED	$ 80.21	$ 240.64	$ 962.56
TBD	WEST END ANIMAL SHELTER (FIRE)		FIRE MONITORED	$ 455.28	$ 1,365.84	$ 5,463.36
TBD	WEST END ANIMAL SHELTER (BURGLAR)		BURGLAR MONITORED	$ 101.77	$ 305.31	$ 1,221.24
TBD	DOWNTOWN MOBILITY HUB		FIRE MONITORED	$ 455.28	$ 1,365.84	$ 5,463.36
TBD	603 N EUCLID	603 N EUCLID	FIRE MONITORED	$ 230.32	$ 690.96	$ 2,763.84
TBD	603 N EUCLID	603 N EUCLID	BURGLAR MONITORED	$ 91.05	$ 273.15	$ 1,092.60
		TOTAL		**$ 15,476.32**	**$ 46,428.96**	**$ 185,590.53**

EXHIBIT "C"

COMPENSATION

FY 25-28 NOT-TO-EXCEED $622,101

LABOR RATES FOR GENERAL MAINTENANCE SERVICE AND EMERGENCY SERVICES ARE AS FOLLOWS:

FY 25/26 $173,366.92 ROUTINE MAINTENANCE
FY 26/27 $173,366.92 ROUTINE MAINTENANCE
FY 27/28 $173,366.92 ROUTINE MAINTENANCE
FY 25-28 $102,000 REPAIR SERVICES

- Service Rates (reflecting state prevailing wage requirements):
  - $225.00 for trip + the first ½ hr.
  - $165.00 for every ½ hr. thereafter.
  - No overtime, weekend, or holiday charges.
  - No minimum. Time calculated to nearest ½ hour.

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Sagar Patel Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: **A SOLE SOURCE SERVICE AGREEMENT WITH TABLET COMMAND, LLC. FOR INCIDENT COMMAND TRACKING SOFTWARE**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a Sole Source Agreement for up to five years with Tablet Command, LLC. located in Walnut Creek, California, for the expanded use of the Tablet Command software application, for an amount not-to-exceed $520,421.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The Fiscal Year 2024-25 Budget includes appropriations in the Information Technology Fund for the Tablet Command software. If approved, appropriations will be included in the Information Technology Fund in future Annual Budget to City Council for approval as needed. Under this proposed contract award amount, Staff recommends the appropriation be modified to accommodate the proposed three-year contract with an optional fourth and fifth year, plus 10% contingency $47,311, for a total not-to-exceed amount of $520,421 over five years.

BACKGROUND & ANALYSIS: In 2022, the Ontario Fire Department made a major technological advancement in providing service delivery by implementing the Tablet Command software application on units within the department. The application offers notification, incident command, response, resource management, and accountability solutions that integrate directly with the computer-aided dispatch (CAD) system.

Tablet Command, LLC, provides incident command and resources tracking software for interoperability to all fire agencies within San Bernardino County. The solution also has the sole ability to track the AMR ambulances as well as neighboring jurisdictional units throughout the County, which is necessary for the Ontario Fire Department to have the ability to make emergency operational decisions. Tablet Command has demonstrated continued progressive development with new product features and integrations on a regular basis. Most recently, the Ontario Fire Department has taken progressive steps towards integrating pre-plan and complex plans conducted by Fire Prevention directly into Tablet Command for use by Fire Suppression during

emergencies.

In December 2023, the Ontario Fire Department began providing full fire dispatch services to the Corona Fire Department. As part of this, various software systems directly tied to dispatching services have slowly been combined to maintain seamless connection for both agencies. Combining services has also created opportunities for bulk pricing, thereby reducing the cost of service for each agency. In this instance, the proposed Sole Source Service Agreement is a consolidation of Tablet Command, LLC. services for the Ontario Fire Department and the Corona Fire Department and resulting in an annual savings for each agency.

Given the advanced features and expanding utilization of Tablet Command LLC., Staff recommend that the City approve a three-year Sole Source Service Agreement, with an optional fourth and fifth year, plus 10% contingency $47,311, for a total not-to-exceed amount of $520,421. This total not-to-exceed amount is inclusive of a potential 7.5% price escalation at the optional fourth and fifth years of the Service Agreement. This Agreement will ensure continued operational readiness and effectiveness, support further growth, and achieve the City's goal to maintain the current high level of public safety.

Tablet Command
Service Agreement

This Service Agreement ("**Agreement**") is entered into as of _____ (**"Effective Date"**) by and between **Tablet Command, Inc., a Delaware corporation** (the "**Company**") and the **City of Ontario, a California municipal corporation** ("**Customer**"). Company and Customer shall be individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

Whereas, an important value of the Customer is to operate a strong, sustainable, reliable, shared notification, response, and incident management system.

Whereas, the Customer believes that a common or shared notification, response, and incident management will produce a more reliable and standardized operational picture and benefit response personnel as a whole.

Whereas, both Parties recognize that a relationship described herein may be mutually beneficial.

Now therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. ***Services***. During the Term Company will provide the following "**Services**": account activation, including CAD integration and testing, account configuration, mobile device authentication, integration to third party solutions (staffing, pre-planning, etc.) as outlined in the quote(s) provided, initial training and orientation, access to the Tablet Command SaaS services and applications for Authorized Users, and ongoing customer support.

2. ***Customer Obligations, Representations and Warranties***.

a. Customer users ("**Authorized Users**") will be required to agree via a click-through agreement to the terms of the Apple Standard End User License Agreement ("**EULA**"), the content of which is available at https://www.apple.com/legal/internet-services/itunes/dev/stdeula. The terms of this Agreement and the EULA are binding on the Customer and each Authorized User. In the event of a conflict between the terms of this Agreement and the EULA, the terms of this Agreement shall control.
b. In connection with the provision of the Services to Customer, Customer agrees to direct incident data to https://api.tabletcommand.com.
c. Customer will not use the Services, or any of the content obtained from the Services, for any purpose that is unlawful or prohibited by this Agreement.
d. The Customer acknowledges and agrees that:
    i. the Services are provided "as is" to assist the Customer's incident commander(s), its personnel and other responders in response, managing incident resources, references, and tracking;
    ii. the Customer remains fully responsible for all aspects of incident command, accountability, resource tracking, and incident management, including assignments, actions, and circumstances on the scene of an emergency incident;
    iii. the Services are designed to assist with notification, response, incident management, and the documentation and tracking of resources;

iv. the Customer agrees to utilize sound incident command tactics, procedures, and best practices while ensuring that personnel are adequately trained in both incident command principles and the effective use of the Services; and

v. the Services are not a substitute for the responsibilities of Customer described above or any other responsibilities or training of Customer's incident commander(s), personnel and other responders and Authorized Users in response to incidents in which any or some of them are involved.

e. The Customer also understands that while the Services are designed to operate in a non-connected state, certain functionality of the Services will be limited or entirely non-functional. Specifically, the Customer acknowledges and understands that during periods of disconnection, the Services may not receive updates regarding resources, Computer-Aided Dispatch (CAD) information, or data from other devices that may be viewing or contributing to the incident.

f. The Customer acknowledges that factors beyond the Services control may affect the functionality of the Device (defined below). Such Device may lose power, and its operability may be compromised by high heat, moisture, accidental breakage, or other environmental factors. The Customer acknowledges and agrees that the Customer's overall incident management planning will need to account for these potential limitations.

g. Customer must train all Authorized Users on proper use of the Services to ensure such Authorized Users have the skills and competencies needed to properly use the Services. Only Authorized Users who are trained on the Services may use the Services. Company will provide initial training and orientation on the Services to a group of Authorized Users selected by Customer. Customer is responsible for training all other Authorized Users on the Services.

3. ***License Grants and Restrictions***.

a. ***License Right***. During the Term, Company grants Customer a revocable, non-exclusive, non-transferrable, non-assignable limited right to install and use the Services on a computer or device controlled by an Authorized User (each a "**Device**"), and to access and use the Services on such Device strictly in accordance with the terms and conditions of this Agreement for the purpose of assisting users in managing their human resources and apparatus during an emergency.

b. ***Restrictions.*** Customer shall not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Services; (ii) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Services; (iii) violate any applicable laws, rules or regulations in connection with your access or use of the Services; or (iv) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Company or its affiliates, partners, suppliers or the licensors of the Services or otherwise obscure or modify the manner in which the material is displayed by means of the Services.

c. ***License to Company***. During the Term, Customer grants Company a royalty-free, fully paid-up right to view, record, and analyze Customer's use of the Services, including but not limited to technical information about the Devices (including

Device UUID), computer, physical location, system and application software, and peripherals.

d. ***Restricted Use of the Services***. The Services are not a substitute for sound fire management techniques and practices in emergency situations. Customer agrees not to use, access, sell, resell, or offer for any commercial purposes, any portion of the Services. Customer agrees not to rely on the Services other than to manage its resources during an emergency. Company is not responsible for any Customer failures outside its control, including, but not limited to, WIFI outage, the environment or "Acts of God". Company is responsible for the Services; provided, however, it is not responsible for providing the Services hereunder or the functionality of the Services when certain circumstances beyond its control arise, making performance inadvisable, impracticable, illegal, or impossible (i.e., "Acts of God").

e. ***General Practices Regarding Use and Storage***.
    i. The Company may establish general practices and limits concerning use of the Services. Customer and its Authorized Users will use the Services in compliance with all applicable international, state, federal and local laws and in accordance with the terms of this Agreement. No Authorized User may access or use the Services for any purpose other than that for which the Company makes it available. Without limiting any other remedies, the Company may suspend or terminate any Authorized User account if the Company suspects that an Authorized User has engaged in unlawful or prohibited activity in connection with the Services. The Company acknowledges and understands that certain portions of the Services may require and utilize internet access, phone service, data access or text messaging capability. Customer is solely responsible for obtaining and maintaining its access to the foregoing systems.
    ii. The Company may terminate an Authorized User's account in its reasonable discretion for reasons that include, but are not limited to, the following: (1) violation of this Agreement; (2) use of the Services in a manner inconsistent with the license right set forth above; (3) an Authorized User's request for such termination; or (4) as required by law, regulation, court or governing agency order. Any termination may be affected upon reasonable notice and, on such termination, the Company may immediately deactivate or delete such Authorized User's account and/or prohibit any further access to files or data from such account. The Company shall not be liable to the Customer, any Authorized User or any other third party for any termination of an Authorized User's access or account hereunder. In addition, an Authorized User's request for termination will result in deactivation but not necessarily deletion of the account.

f. The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as

Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

4. ***Fees***. Company shall provide the Services in consideration for the fees set forth in the quote(s) provided to and approved by the Customer. Each such quote shall be attached hereto as an Exhibit A. Company will issue periodic invoices and Customer agrees to pay such undisputed amounts within thirty (30) days of receipt. Any undisputed invoices that remain unpaid more than thirty (30) days past their due date shall incur interest at the rate equal to the lower of 15% per year or the maximum rate allowed by applicable law.

5. ***Term.*** The term of this Agreement will begin on the Effective Date and will continue until three (3) years from the Effective Date with optional two (2) one-year terms. Upon expiration of this initial term, the Parties shall have the option to renew this Agreement for additional one-year terms upon mutual written agreement.

6. ***Confidentiality and Data Security.***

a. "**Confidential Information**" means any non-public information that relates to Company or Customer, as applicable, including without limitation, technical data, know-how, trade secrets, product plans, markets, services offerings, customer lists and customers, software, research and developments, inventions, processes, formulas, designs, drawings, hardware configurations or finances. Confidential Information does not include information that (i) is known to either Party at the time of disclosure as evidenced by written records, (ii) has become publicly known and made generally available through no wrongful act of the receiving Party or (iii) has been rightfully received by a Party from a third party who is authorized to make such disclosure.
b. ***Nonuse and Nondisclosure***. Neither Party will during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose other than the performance of this Agreement or (ii) disclose Confidential Information to any third party. Confidential Information will remain the sole property of the disclosing Party. Each Party agrees to take all reasonable precautions to prevent any unauthorized disclosure or use of such Confidential Information.
c. ***Permitted Disclosure***. Notwithstanding the restrictions on use and disclosure of Confidential Information in 6.b, a Party may disclose Confidential Information as necessary to comply with a legal demand or obligation (e.g., subpoena, civil investigative demand) so long as such Party provides at least five (5) business days prior written notice of such disclosure to the other Party (to the extent legally permitted) and any assistance reasonably requested by the other Party to contest or limit the disclosure. Company acknowledges and understands that the Customer is a public agency subject to the disclosure requirements of the California Public Records Act, Government Code section 7920.000 et seq. ("**CPRA**"). If the Customer receives a request for information or records that Company may consider Confidential (e.g., proprietary information), the Customer will provide notice to Company pursuant to this section prior to disclosure. If Company contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it may obtain a protective order, injunctive relief or other

appropriate remedy from a court of law in the appropriate jurisdiction before the Customer is required to respond to the CPRA request.

d. ***Remedies***. In addition to the procedures for a CPRA request specified in Section 6.c above, if a Party discloses or uses (or threatens to disclose or use) Confidential Information, the Party whose Confidential Information is or may be disclosed or used will have the right, in addition to any other remedies under this Agreement, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that other available legal remedies are inadequate.

7. ***Ownership***. The Parties agree that the Services and all copyrights, moral rights, notes, records, drawings, designs, inventions, improvements, developments, discoveries, computer programs (e.g. source code, object code, listings), work-in-progress, deliverables, drawings, designs, logos, images, trademarks, and trade secrets conceived, discovered, developed or reduced to practice by Company (collectively, "**Inventions**"), solely or in collaboration with others, are the sole property of Company, except the extent of any Customer Confidential Information.

8. ***Indemnity; Disclaimer; Limitations of Liability.***

a. ***Indemnification by Customer***. The Customer shall indemnify, defend and hold harmless the Company, and its affiliates and their respective officers, employees and agents, from any and all claims, demands, damages, costs, and liabilities including reasonable attorneys' fees, due to or arising out of Customer's or any Authorized User's negligent acts or omissions, or intentional misconduct during its use of the Services; or any material breach of this Agreement.

b. ***Indemnification by Company***. The Company agrees to indemnify, defend, and hold Customer harmless from and against any and all third-party claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer, arising out of a claim that the Services infringe or misappropriate any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right (an "**Infringement Claim**") except for any third party claims that are directly or indirectly related to (i) Customer's use of the Services in breach of this Agreement, (ii) Customer's use of the Services in combination with other products or services not explicitly approved by the Company, or (iii) Customer's modification of the Services without the explicit consent of Company. In the event that the Company is enjoined from delivering either preliminary or permanently, or continuing to license to Customer, the Services and such injunction is not dissolved within thirty (30) days, or in the event that Customer is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the use of the Services, then the Company may, at its expense and option: (a) obtain for Customer the right to continue using the Services; (b) replace or modify the Services so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by Customer; or, (c) in the event that the Company is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, the

Company shall reimburse to Customer the unused portion of the fees paid for the Services.

c. ***Indemnification Procedures***. Promptly after receipt by the indemnified Party of a threat of any Infringement Claim, or a notice of the commencement, or filing of any Infringement Claim against the indemnified Party, the indemnified Party shall give notice thereof to the indemnifying Party, provided that failure to give or delay in giving such notice to the indemnifying Party shall not relieve the indemnifying Party of any liability it may have to the indemnified Party, except to the extent that the indemnifying Party demonstrates that the defense of such action is prejudiced thereby. The indemnified Party shall not independently defend or respond to any such claim; provided, however, that indemnified Party shall have the right, at its own expense, to monitor the indemnifying Party's defense of any such claim. The indemnifying Party shall have sole control of the defense and of all negotiations for settlement of such action. At the indemnifying Party's request, the indemnified Party shall cooperate with the indemnifying Party in defending or settling any such action; provided, however, that the indemnifying Party shall reimburse the indemnified Party for all reasonable out-of-pocket costs incurred by the indemnified Party (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

d. ***DISCLAIMER***. EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES AND INDEMNITIES, EXPRESS OR IMPLIED, IN THE PROVISION OF SERVICES HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE. THE CUSTOMER'S AND EACH AUTHORIZED USER'S USE OF THE SERVICES IS AT THEIR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. SPECIFICALLY, THE COMPANY MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS AND (ii) ANY AUTHORIZED USER ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. EXCLUDING ONLY DAMAGES ARISING OUT OF THE COMPANY'S WILLFUL MISCONDUCT, THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM THE CUSTOMER'S OR ANY AUTHORIZED USER'S USE OR INABILITY TO USE ANY SERVICES OR SERVICES THEREON. SCHEDULED AND PREVENTIVE MAINTENANCE AS WELL AS REQUIRED AND EMERGENCY MAINTENANCE WORK MAY TEMPORARILY INTERRUPT SERVICES OR ACCESS TO THE SERVICES. THE COMPANY IS NOT RESPONSIBLE FOR CUSTOMER'S OR ANY AUTHORIZED USER'S USE OF THE SERVICES OR THE DECISIONS AND INCIDENT MANAGEMENT OF THE CUSTOMER OR ANY OF ITS AUTHORIZED USERS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGES INCURRED BY CUSTOMER, ANY AUTHORIZED USER OR ANY THIRD PARTY CAUSED BY THE IMPROPER USE OF THE SERVICES. THE SERVICES ARE SUBJECT TO WIFI UNAVAILABILITY, INCLUDING EMERGENCIES, THIRD PARTY SERVICE FAILURES, TRANSMISSION, EQUIPMENT OR NETWORK PROBLEMS OR LIMITATIONS, INTERFERENCE, SIGNAL STRENGTH, AND MAINTENANCE

AND REPAIR. COMPANY IS NOT LIABLE FOR ANY ISSUES ARISING FROM THIRD-PARTY INTEGRATIONS OR SERVICES USED IN CONJUNCTION WITH THE SERVICES OR CUSTOMER OR ITS AUTHORIZED USERS' USE OF THE SERVICES NOT IN ACCORDANCE WITH TERMS OF THIS AGREEMENT.

e. ***LIMITATION OF LIABILITY.*** In no event shall the Company's total cumulative liability to the Customer, any authorized user or any other party under this agreement, arising out of the use of the Services or otherwise exceed two times (2x)the amounts paid by the Customer to the Company under this Agreement in the preceding 12 months prior the applicable claim. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to the Company. The disclaimers of warranty and limitations of liability apply, without limitation, to any damages or injury caused by the failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of or use of any asset, whether arising out of breach of contract, tortious behavior, negligence or any other course of action by the Company. Notwithstanding the foregoing, this limitation of liability shall not apply to any indemnification obligations set forth in Section 8b above.

9. ***Privacy Compliance.***

a. ***Personal Information Defined.*** "**Personal Information**" for purposes of this Agreement means information that the Company processes on Customer's behalf that identifies, relates to, describes, or is reasonably capable of being associated with or linked to a particular identifiable person or household and includes, without limitation, "personal information" as defined by the California Consumer Privacy Act of 2018, as amended, and as defined by the Personal Information Protection and Electronic Documents Act (Canada), but excludes such information of Customer's business representatives that the Company collects and processes for its own purposes (e.g., billing, technical support, marketing). For avoidance of doubt and not limitation, de-identified or aggregated information that is no longer reasonably capable of being associated with or linked to a particular identifiable person or household ("**Anonymized Information**") will not be deemed Personal Information even if such information was derived from Personal Information. The Company will not attempt to re-identify the persons associated with Anonymized Information and may use and disclose Anonymized Information without limitation or restriction.

b. ***Restrictions on Use.*** Unless specifically directed or authorized by Customer, the Company will not (i) sell or share (for cross-context behavioral advertising purposes) Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than the specific purpose of performing the Services, including retaining, using, or disclosing Personal Information for a commercial purpose other than providing the Services; (iii) retain, use, or disclose Personal Information outside of the direct business relationship between the Parties; or (iv) combine the Customer's Personal Information with personal information the Company processes on behalf of third parties or itself to the extent prohibited by applicable privacy and data security laws. Notwithstanding the foregoing, the

Company may retain, use, or disclose Personal Information as reasonably necessary to fulfill or demonstrate compliance with its legal obligations.

c. ***Consent for Use***. The Customer will provide all notices and obtain all consents required by applicable laws and regulations for the Company to process Personal Information in connection with the Services including, without limitation, the Company's transfer to and processing of Personal Information in the United States of America, Canada, and Australia. The Customer and each Authorized User will use the Services in compliance with all applicable laws and regulations.

d. ***Data Security***. The Company will implement reasonable administrative, technical, and physical safeguards to protect Personal Information in its possession or control from unauthorized or unlawful access, disclosure, or use (a "**Data Breach**"). Without limiting the generality of the foregoing, the Company will (i) encrypt all Personal Information while in transit from/to the Customer or a third party designated by the Customer via SSL 256 bit AES encryption or equivalent; (ii) store Personal Information on server(s) located in SSAE 16 certified data center(s); and (iii) not disclose Personal Information to third-party subcontractors unless such subcontractors have entered into a written agreement with the Company imposing privacy, data security, and confidentiality obligations on such subcontractors no less stringent than those imposed on the Company in this Agreement. The Customer gives consent to the Company's use of subcontractors to process Personal Information on the Customer's behalf so long as the foregoing criteria are satisfied, and the Customer waives any right it may have under applicable privacy and data security laws to receive notice of the Company's appointment or removal of any subcontractor. The Customer will not knowingly introduce, or negligently permit to be introduced, into the Company's computer systems, databases, hardware, or software any virus, malware, ransomware, or other contaminants (including, but not limited to, codes, commands, instructions, devices, techniques, bugs, or flaw) that may be used to access, alter, delete, threaten, infect, damage, disable, or inhibit our full use of the Company's computer systems, databases, hardware, or software.

e. ***Data Breach***. The Company will provide notice by email to Customer within seventy-two (72) hours after the Company confirms a Data Breach occurred relating to the Customer's Personal Information. The Company will provide information reasonably requested by the Customer to aid the Customer in making any necessary notices to impacted data subjects and/or governmental authorities.

f. ***Cooperation***. The Company will reasonably cooperate with Customer, at the Customer's cost, (i) in response to data subject requests for access, correction, deletion, or to exercise any other right provided by applicable laws and regulations to the use of such data subject's Personal Information and (ii) in response to the Customer's requests for assistance in connection with a data protection impact assessment, risk assessment, or similar analysis required by applicable privacy and data security laws. In the event the Company receives a data subject request relating to Personal Information, the Company will notify such data subject that it is unable to respond to the request without authorization from the Customer and will direct such data subject to contact the Customer directly to make the request.

g. ***User IDs***. The Customer will use best efforts to protect the confidentiality of user IDs, passwords, and other access credentials used by the Customer, or Customer's employees, agents, representatives, and Authorized Users to access

any of the services provided by the Company. The Customer will provide prompt notice to the Company of any actual or suspected compromised user IDs, passwords, or other access credentials. The Customer is responsible for all actions taken under its access credentials even if Customer did not authorize such actions.

h. ***Notice of Noncompliance***. The Company will provide notice to the Customer if the Company determines it can no longer process Personal Information in compliance with this Agreement or applicable privacy and data security laws. The Customer may, at Customer's cost and upon at least thirty (30) days prior written notice to the Company, take reasonable and appropriate steps to mitigate the Company's processing of Personal Information that is not in compliance with this Agreement or applicable privacy and data security laws.

i. ***Audit***. No more than once per twelve-month period, at the Customer's cost, the Customer or its designee may audit the Company's data security and privacy practices related to Personal Information. The Customer will provide at least thirty (30) days' prior written notice of its intent to conduct such audit and will reasonably cooperate with the Company to minimize disruption to the Company's day-to-day business operations as a result of such audit.

j. ***Personal Information Retention***. Upon termination of the Customer's account, the Company will return or destroy, at the Customer's option, the Personal Information the Company processes on the Customer's behalf. Notwithstanding the foregoing, if return of such Personal Information is impractical, the Company may destroy such Personal Information. Further notwithstanding the foregoing, the Company may retain such Personal Information (i) stored in an archive or backup system until such Personal Information is deleted from such system in the normal course of the Company's business and (ii) as reasonably necessary to fulfill or demonstrate compliance with its legal obligations or to defend or pursue a legal claim.

k. ***Opt-In Data Disclosures***. From time-to-time the Company may make available features or integrations that permit Customer to make certain data, which may include Personal Information, available to other Company customers or to third parties. If Customer opts-in to the use of such features or integrations, Customer authorizes and directs Company to make Customer's data available as explained during the opt-in process. Customer agrees that Company will have no liability to Customer related to data disclosed to other Company customers or third parties in connection with such features or integrations. Customer may withdraw its consent at any time by providing written notice to Company at the address for notice listed below, or via an email message sent to support@tabletcommand.com.

l. ***AVL Data***. The Company is hereby authorized and directed to share Automatic Vehicle Location ("**AVL**") data with other Company customers. Customer acknowledges and agrees that Company will have no liability to Customer related to AVL data shared with other Company customers. Company acknowledges and agrees that Customer retains the ability to opt out of participation in this AVL data sharing agreement at any time by providing written notice to Company at the address for notice listed below, or via an email message sent to support@tabletcommand.com.

10. ***Insurance***. The Customer will maintain in force during the Term the insurance coverages as set forth on Exhibit B.

11. ***Records.*** The Company will maintain complete and accurate records in accordance with its then-current policies.

12. ***Miscellaneous.***

a. ***Governing Law; Venue.*** This Agreement shall be governed by the laws of the State of California without regard to California's conflicts of law rules. The Parties agree that the exclusive venue for any dispute arising hereunder shall be the federal or state located in the City and County of San Francisco, California and the parties waive any objection to personal jurisdiction or venue in any forum located in that county.

b. ***Assignability.*** This Agreement may not be assigned by Customer, including by operation of law, without the prior written consent of the Company, which shall not be unreasonably delayed or withheld. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators.

c. ***Entire Agreement.*** The order form entered into by Customer is made subject to this Agreement. This Agreement, including such order form, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous written and oral agreements between the Parties regarding the subject matter of this Agreement. Except with regard to updates pursuant to Section 12(g), any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the Parties hereto.

d. ***Publicity.*** Each party may issue press releases or otherwise publicly reference the other in advertising and marketing (such as Internet, TV, radio and print) including the use of quotations from key staff, pictures, and videos upon advanced written approval from the other Party, which shall not be unreasonably delayed or withheld.

e. ***Attorney's Fees.*** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

f. **Counterparts; Electronic Signatures.** This Agreement may be executed electronically including by Customer's acceptance of an online order form that refers to this Agreement, and the Parties agree that they will accept signature by electronic transmission in lieu of original signatures and that the Agreement and any amendments hereto or order forms entered pursuant to this Agreement will have the same binding and enforceable effect with electronic signatures as they would have with original signatures.

g. **Updates.** Company may update this Agreement at any time by posting a new version to its website. Customer's continued use of the Services following such update and upon being provided with an email notification of an update, will indicate Customer's acceptance of the updated Agreement. Customer may not amend, modify, or update this Agreement, unless upon Company's written consent, which shall not be unreasonably delayed or withheld.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above. The authorized representatives of the parties have signed this Agreement as of the Effective Date.

Customer	**Tablet Command, Inc.**
By:	By:
Name:	Name: William Pigeon
Title:	Title: Chief Executive Officer
Address for Notice: City of Ontario 303 East B Street Ontario, California 91764	Address for Notice: Tablet Command, Inc. 1212 Broadway Plaza, Ste 2100 Walnut Creek, California 9459

Tablet Command

Exhibit A

Quote

OTO - Ontario Fire 2025 Renewal

City of Ontario Fire Department (CA)
303 East B Street
Ontario, CA 91764
United States

Tablet Command, Inc.
1212 Broadway Plaza
Suite 2100
Walnut Creek, CA 94596
United States

Sagar Patel
Fire Administrative Director
spatel@ontarioca.gov
(909) 395-2557

Sales Person:
Jake Pelk
jake@tabletcommand.com
877-998-2639

Quote created: May 20, 2025
Quote expires: August 18, 2025

Total **$90,450.00**

Products & Services

DESCRIPTION	QUANTITY	UNIT PRICE	DISCOUNT	AMOUNT
CAD Interface License (2-Way)	1	$8,000.00 / year		$8,000.00 / year for 1 year
Agency License (2-Way)	1	$2,750.00 / year		$2,750.00 / year
TC Mobile Users 51-1000 (Phone)	1	$3,750.00 / year		$3,750.00 / year for 1 year

DESCRIPTION	QUANTITY	UNIT PRICE	DISCOUNT	AMOUNT
Staffing to TC Interface License	2	$1,000.00 / year		$2,000.00 / year for 1 year
Pro License (Tablet) - Ontario	56	$500.00 / year		$28,000.00 / year for 1 year
Manage - Ontario	43	$50.00 / year		$2,150.00 / year for 1 year
User Status to CAD - Ontario	53	$200.00 / year		$10,600.00 / year for 1 year
Pro License (Tablet) - Corona	46	$500.00 / year		$23,000.00 / year for 1 year
Manage - Corona	44	$50.00 / year		$2,200.00 / year for 1 year
User Status to CAD - Corona	40	$200.00 / year		$8,000.00 / year for 1 year
CAD Integration Install/Configure (2-Way) - Future Hexagon Interface	0	$6,000.00		$0.00
Incident Sharing (Pioneer Pricing) - Future Enhancement	0	$6,000.00 / year		$0.00 / year for 1 year
Fire Mapper Concurrent User - Future Enhancement	0	$10,000.00 / year		$0.00 / year

SUMMARY	
Annual subtotal	$90,450.00
One-time subtotal	$0.00

Total	**$90,450.00**

Comments

This quote reflects a price lock for 3 years. Price escalation will occur at the optional year 4 up to 7.5% and again at optional year 5 up to 7.5%

Purchase terms

Net 30

The total not-to-exceed for the first three years is $271,350.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of the Agreement, the Company will maintain in force no less than the insurance coverages set forth as follows:

General Liability

General Aggregate:	$4,000,000
Each Occurrence:	$2,000,000

Automobile Liability

Hired/Non-Owned:	$4,000,000

Errors & Omissions

General Aggregate:	$4,000,000
Per Claim:	$2,000,000
Per Occurrence:	$2,000,000

Cyber Liability

General Aggregate:	$4,000,000
Each Occurrence:	$2,000,000

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Broadband Operations Prepared By: Vanny Khu Department: Information Technology Prepared By: Vanny Khu Staff Member Presenting: Jimmy Chang, Broadband General Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: **AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN THREAT ASSESSMENT CONSULTING, INC. AND ACCEPTANCE OF GRANT AWARD INCREASE FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY AND THE CALIFORNIA OFFICE OF EMERGENCY SERVICES PROVIDED THROUGH THE FY 2021 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute:

A. Amendment No. 9 to the Security Cameras, Access Control, Paging/Duress Maintenance Services Agreement with American Threat Assessment Consulting, Inc. (A.T.A.C.) of Rancho Cucamonga, California, increasing the not-to-exceed contract amount to $2,493,963 and extending the term of the agreement to June 30, 2028;
B. All documents necessary to accept additional funding for a sub-grant award in the amount of $41,396 from the U.S. Department of Homeland Security and the California Office of Emergency Services provided through the FY 2021 Urban Area Security Initiative (UASI) Grant Program, and;
C. Amendment No. 10 to the Security Cameras, Access Control, Paging/Duress Maintenance Services Agreement with American Threat Assessment Consulting, Inc. (A.T.A.C.) of Rancho Cucamonga, California, increasing the not-to-exceed contract amount to $2,535,359 and extending the term of the agreement to June 30, 2030.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The recommended Amendment No. 9 increases the authorized contract by $716,048, increasing the not-to-exceed contract total from $1,777,915 to $2,493,963. If approved, appropriations in the Broadband / Fiber and Information Technology Capital Projects fund will be included in future Annual Budgets to City Council for approval as needed for the Broadband / Fiber

Network Expansion Project.

The recommended Amendment No. 10 increases the authorized contract by $41,396 increasing the not-to-exceed contract total from $2,493,963 to $2,535,359. If approved, additional appropriations and revenues will be included in the Grants Fund in a future quarterly budget update to City Council for approval as needed. The City is not required to provide matching funds for the reimbursable grant.

BACKGROUND & ANALYSIS: A.T.A.C. provides installation and maintenance services for the City's security cameras. The initial agreement with A.T.A.C. began in 2019. Over this time, A.T.A.C. has provided the City with excellent support and continues to demonstrate a level of expertise to maintain the City's camera systems and infrastructure, including the C Block Parking Structure, where high-resolution cameras were strategically installed to monitor vehicle entry/exit points, stairwells, and elevator lobbies.

As the City continues to expand its Real Time Information System and increasingly relies on surveillance technology to enhance safety, operational efficiency, and situational awareness, dependable and timely support is critical. This need has grown with the addition of new City facilities and service locations. The City's new broadband storefront, for example, necessitates the installation of surveillance cameras to ensure the safety of staff, visitors, and equipment.

The current agreement is set to expire on July 31, 2025. Approval of Amendment No. 9 will extend term by an additional three years and increase the not-to-exceed contract amount by $716,048. This amendment will ensure continued support for both the ongoing maintenance of existing systems and the installation of new surveillance equipment associated with the Broadband / Fiber Network Expansion Project. With the City's continued infrastructure growth, maintaining a trusted, experienced partner like A.T.A.C. is essential to ensuring performance, system reliability, and uninterrupted service delivery.

The City Council previously approved the acceptance of grant funding under the Urban Area Security Initiative (UASI) Grant Program, administered by the U.S. Department of Homeland Security and the California Office of Emergency Services (CalOES), as follows:

- On April 19, 2022, Council accepted Fiscal Year 2020 UASI grant funding in the amount of $603,025.
- On August 16, 2022, Council accepted Fiscal Year 2021 UASI grant funding in the amount of $600,000.

Subsequently, on July 12, 2023, the City of Ontario executed Amendment No. 6 to the Professional Services Agreement with A.T.A.C., which added compensation and terms to support the Ontario Police Department's use of UASI grant funds for the purchase and installation of cameras related to a Facial Recognition Project and associated infrastructure at Ontario International Airport (OIA).

On July 16, 2024, the City Council approved Amendment No. 8 and accepted additional funding from CalOES, increasing the FY 2020 UASI award by $128,810, for a revised total award of $731,835.

Most recently, on June 5, 2025, CalOES approved an additional increase to the FY 2021 UASI award by $41,395, bringing the new total to $641,396. In conjunction with this award, Amendment No. 10 will extend the term of the agreement with A.T.A.C. through July 31, 2030, ensuring compliance with the minimum five-year operational maintenance requirement for grant-funded equipment and continuing implementation of the Facial Recognition Project.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 9
TO THE SECURITY CAMERAS, ACCESS CONTROL, PAGING/DURESS INSTALLATION, REPAIR AND MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AMERICAN THREAT ASSESSMENT CONSULTING, INC.

1. Parties and Date.

This Amendment No. 9 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and American Threat Assessment Consulting, Inc., a Corporation (Consultant). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled Security Cameras, Access control, Paging/Duress Installation, Repair and Maintenance Service Agreement dated August 1, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to extend the term for three additional years, increase the not-to-exceed total by $716,048, and revise the scope.

2.3 Amendment Authority. This Amendment No. 9 is authorized pursuant to Section 3.1 of the Agreement.

3. Terms.

3.1 Amendment. Exhibit A – Scope of Services is hereby amended to add Attachment A and B, which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

Section 3 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 August 1, 2020 through July 30, 2028, unless earlier terminated as provided herein. Contractor shall complete the services within the terms 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.

3.3.1 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 Four Hundred Ninety-Three Thousand Nine Hundred Sixty-Three Dollars ($2,493,963)** without written approval of the 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.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 9, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 9. From and after the date of this Amendment No. 9, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 9.

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. 9.

3.4 Severability. If any portion of this Amendment No. 9 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. 9 TO THE SECURITY CAMERAS, ACCESS CONTROL, PAGING/DURESS INSTALLATION, REPAIR AND MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AMERICAN THREAT ASSESSMENT CONSULTING, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 9 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

AMERICAN THREAT ASSESSMENT CONSULTING, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

ATTACHMENT A

A.T.A.C. INC.
American Threat Assessment Consulting

2025

Project: City of Ontario
603 N. Euclid Ave
Ontario, CA

Date: May 12, 2025

Attention: Carlos Chavez

ATAC, Inc. is pleased to submit the following pricing for the project referenced above. The information is based on a job walk with Carlos Chavez. This proposal is based on ATAC, Inc. providing material listed below only and associated manufacturer warranties.

Description of Work:

- The bill of materials below is based on documentation provided by the City of Ontario. If additional security technology is required, ATAC, Inc. shall provide it at an additional cost.
- ATAC, Inc. shall coordinate and manage all aspects of the project including installation and door hardware installation.
- All necessary 120v shall be existing or furnished and installed by others at no cost to ATAC, Inc. This proposal excludes patch and paint work. All Fire Stopping shall be furnished by others at no cost to ATAC, Inc.
- This proposal is based on ATAC, Inc. furnishing and installing all necessary cabling and pathway infrastructure to support the devices listed below. This includes running cabling from the decoder to the TV to enable live camera display on the screen.
- All Warranties shall be per manufacturer's warranty. ATAC, Inc. shall provide a proposal for a service and maintenance contract upon request.
- This proposal is based on prevailing wage labor rates.
- All work shall be performed during standard business hours. Should work be required after hours, additional costs may apply.
- This proposal is based on all material being billed upon receipt of the contract.

8706 Utica Ave.
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

Bill of Materials			
QTY	MFG	Model #/sku #	Specification description in detail
4	AXIS	GSC-OM-E-1C	196TB Server Network Video Recorder
4	AXIS	ADV-CAM-E-1Y	1080P Outdoor Varifocal IR Dome Cameras
2	AXIS	P3267-LVE	5MP Varifocal Dome Cameras with IR
2	AXIS	P3737-PLE	4x5MP Multi-Direction Cameras with IR
2	AXIS	T91D62	Telescopic Parapet Mount
2	AXIS	T94N01D	P3737-PLE Pendand Kit
4	ATAC, Inc.	Materials	Pathway and CAT6A Cabling
Lot	ATAC, Inc.	Misc. Materials	Bolts, screws, cleaning materials, etc.

ATAC, Inc. Services	
Company	Description of Work
ATAC, Inc.	Project Documentation and Project Management
ATAC, Inc.	Installation of Cabling and Pathway to (4) Camera Locations
ATAC, Inc.	Installation of Mounts and Cameras
ATAC, Inc.	Configuration and IPing of Cameras
ATAC, Inc.	Testing and positioning of Cameras with City of Ontario

Total Material Cost: $8,775.00
Total Software Cost: $1,065.00
Total Labor Cost: $5,250.00
Total Freight Cost: $190.00
Total Tax Cost: $767.81
Total Project Cost: $16,047.81

8706 Utica Ave.
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

Terms and Conditions

1. This proposal is valid for 30 days. All invoices are due Net 30 days from the date of the invoice. Please make checks payable to:
   ATAC, Inc.
   8706 Utica Ave.
   Rancho Cucamonga, CA 91730
   Attn: Accounts Receivable
2. All taxes and freight are included. Returned material shall incur restocking fees.
3. ATAC, Inc. has the right to stop work should invoices not be paid within 30 days. Shall work be stopped the owner shall still be responsible for payment of all services rendered prior to the stop of work.
4. ATAC, Inc. shall provide proof of standard insurance upon request. Should insurance requirements above ATAC, Inc. standard coverage be required additional charges apply.
5. This proposal is based on prevailing wage rates.

Bid Prepared By:

Shawn Stocking
Director of Sales and Marketing
ATAC, Inc.

Bid Approved By: Address:

Print Name _____ _____

Signature _____ _____

Phone Number _____ _____

Date _____

ATTACHMENT B

A.T.A.C. INC.
American Threat Assessment Consulting

2025

Project: City of Ontario
ATAC, Inc. Fee Schedule

Date: May 20, 2025

Attention: City of Ontario

ATAC, Inc. is pleased to submit the following fee schedule proposal for City of Ontario.

Description of Fee Schedule:

- After-hours labor applies to work performed outside of regular business hours (8:00 AM – 5:00 PM), including weekends and holidays.
- Lift rate includes standard lift types. Specialty lifts (e.g., atrium lifts, track lifts) will be quoted separately if required.
- Travel costs (if applicable) include technician time, mileage, lodging, and per diem, depending on project location and scope.
- Material pricing is subject to change. This proposal does not account for potential increases due to tariffs, supply chain disruptions, or manufacturer pricing adjustments. However, the cost below does include the anticipated June 1, 2025 tariffs increase.
- All pricing assumes normal working conditions. Delays or work stoppages outside ATAC's control may incur additional costs.
- Pricing does not include taxes or permit fees unless explicitly stated in the proposal.
- Final billing will reflect actual time and materials used unless otherwise agreed upon.

Per Pricing Unit

MFG	Model #/sku #	MSRP	ATAC, Inc
AXIS	P3267-LVE	$ 1,005.94	$ 920.00
AXIS	P4707-PLVE	$ 1,064.94	$ 975.00
AXIS	P3737-PLE	$ 1,800.94	$ 1,645.00
AXIS	P3827-PVE	$ 1,588.94	$ 1,455.00
AXIS	Q6135-LE	$ 2,807.94	$ 2,565.00
AXIS	Q6100-E	$ 1,906.94	$ 1,745.00

Service Rates

Service Description	Standard Labor Rate
Installation Technician	$145.00 hour
After Hours - Technician	$217.50
System Programmer	$145.00 hour
Lift Rate (per day)	$250.00
Per Lift Delivery and Pick-up	$115.00

1 8706 Utica Ave.
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

Terms and Conditions

1. This proposal is valid for 30 days. All invoices are due Net 30 days from the date of the invoice. Please make checks payable to:
   ATAC, Inc.
   8706 Utica Ave.
   Rancho Cucamonga, CA 91730
   Attn: Accounts Receivable
2. All taxes and freight are included.
3. ATAC, Inc. has the right to stop work should invoices not be paid within 30 days. Shall work be stopped the owner shall still be responsible for payment of all services rendered prior to the stop of work.
4. ATAC, Inc. shall provide proof of standard insurance upon request.
5. This proposal includes all limitations listed in the manufacturer warranties.
6. ATAC, Inc. does not represent or warrant that the system may not be compromised or circumvented. This system does not prevent any crime or damage. The owner acknowledges that ATAC, Inc. shall not be responsible for any activities that may occur while the system is functioning or during repair.
7. ATAC, Inc. is not an insurer; all insurance shall be obtained by the owner at no cost to ATAC, Inc. This proposal is based solely on the value of the services provided.

Bid Prepared By:

Shawn Stocking
Director of Sales and Marketing
ATAC, Inc.

Bid Approved By:

Print Name _____

Signature _____

Phone Number _____

Date _____

Address:

_____

_____

_____

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 10 TO THE SECURITY CAMERAS, ACCESS CONTROL, PAGING/DURESS INSTALLATION, REPAIR AND MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AMERICAN THREAT ASSESSMENT CONSULTING, INC.

1. Parties and Date.

This **Amendment No. 10** to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and American Threat Assessment Consulting, Inc a corporation("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled Security Cameras, Access control, Paging/Duress Installation, Repair and Maintenance Service Agreement dated August 1, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to extend the term, add additional compensation for the purchase of additional equipment and increase the not to exceed total.

2.3 Amendment Authority. This **Amendment No. 10** is authorized pursuant to Section 3.1 of the Agreement.

3. Terms.

3.1 Amendment. **Exhibit "A" – Scope of Services** is hereby amended to add Attachment "A", which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.1.1 Amendment. Section 3.1.2 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 **August 1st, 2020** to **June 30th, 2030**, unless earlier terminated as provided herein. Vendor shall provide all Goods and 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 work.

3.1.2 Amendment. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

3.3.1 **Compensation.** Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C". The total compensation shall not exceed **Two Million Five Hundred Thirty-Five Thousand Three Hundred Fifty-Nine Dollars ($2,535,359)** without written approval of the 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.

3.2 Continuing Effect of Agreement. Except as amended by this **Amendment No. 10** all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 8. From and after the date of this **Amendment No. 10**, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this **Amendment No. 10**.

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. 10**.

3.4 Severability. If any portion of this **Amendment No. 10** 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. 10 TO THE SECURITY CAMERAS, ACCESS CONTROL, PAGING/DURESS INSTALLATION, REPAIR AND MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AMERICAN THREAT ASSESSMENT CONSULTING, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 10 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

American Threat Assessment Consulting, Inc.

If Corporation, Two Signatures, President Or Vice President And Secretary Or Treasurer Required

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "A"
"Scope of Services"

A.T.A.C. INC.
American Threat Assessment Consulting
2025

Project: Ontario International Airport Date: January 24, 2025
Parking Lot Ticket Kiosk Facial Recognition 56 Cameras Total
Ontario, CA

Attention: LT. Dean Brown/Melissa Sowizdrzal-Morgan

ATAC, Inc. is pleased to submit the following pricing for the project referenced above. The information is based on information from the job walk with OIA team members and info furnished by OIA. This proposal is based on ATAC, Inc. providing material listed below only and associated manufacturer warranties.

Summary – This proposal is to furnish facial recognition software for the Ontario Airport location listed above. Parking Lots 2 – 6 ONLY, Parking Lot 2 will only receive 5 cameras at the exit lanes for a total of 56 Cameras in the proposal. This proposal includes 56 new pinhole cameras located at each parking kiosk shown on the attached layout. The cameras shall be new cameras installed at the locations shown. Based on the locations in the new images camera options have been adjusted accordingly. Lighting and angle are based on the demo camera installed to confirm functionality. Lighting at each location shall be similar to the images furnished by OIA. Should lighting need adjustment it shall be by others at no cost to ATAC, Inc. Please see images below.

Pathway to each location is unknown and limited pathway information was available. Therefore this proposal includes research and identification of pathway. Should pathway be crushed, inaccessible or non-existent additional charges may be required for new pathway or it shall be furnished by others. If pathway us not useable, this proposal includes an option to utilize point to point for locations with no pathway. Add Alternate #1 is the cost required for each location that would require point to point as opposed to being hardware.

This proposal is based on all locations having local power that is accessible and media converters in place should fiber be required. All network equipment shall be furnished by others at no cost to ATAC, Inc. Should ATAC, Inc. be required to furnish network switches, media converters or SFP's additional charges shall apply.

8706 Utica Avenue
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

ATAC, Inc. shall be given access to the parking kiosks by the parking contractor for installation of the pinole camera and connection of cabling at no cost to ATAC, Inc. See below for location of Pinhole Camera as installed on the demo location.

Facial recognition software is based on image and camera placement. This proposal is based on using new additions as listed in the base proposal. This proposal includes integration with the Genetec Software currently used at the Airport, this is based on the current version installed at the airport having compatibility. Should Genetec need upgrading or version changes, it shall be done by the owner or at an additional charge.

This proposal is to Furnish Oosto Facial Recognition (Formerly known as AnyVision). Oosto no longer offers perpetual licensing and only sells with annual options. This proposal is based on a 5 year term to be paid in full up front. At the end of 5 years the software will need to be renewed at the current rate or it will expire. This increased the cost for software but we were able to keep hardware costs the same for the remaining items.

Description of Work:

- This proposal is based on ATAC, Inc. furnishing and installing all cabling. **All 120v shall be existing or furnished by others at no cost to ATAC, Inc.**
- ATAC, Inc. shall configure and program all field devices prior to installation.
- Patch and paint shall be by others, this proposal includes fire stopping for penetrations by ATAC, Inc. where required. If ATAC, Inc. observes existing penetrations with no firestopping where required it shall be brought to the owners attention. ATAC, Inc. will correct this at an additional cost upon approval.

8706 Utica Avenue
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

EXHIBIT "C"
"Compensation"

A.T.A.C. INC.
American Threat Assessment Consulting
2025

- All network equipment shall be furnished by OIA IT at no cost to ATAC, Inc.
- All material furnished shall be covered by manufacturer warranty. All Axis products come with a 5 year warranty.

Parking Lot 2 – 6 Ticket Kiosk Facial Recognition

QTY	Description	MSRP	Sell Price	Extended Cost
56	Axis P1265 MK II Pinhole Cameras	$ 399.00	$ 380.00	$ 21,280.00
56	Mounting Hardware	$ -	$ 75.00	$ 4,200.00
56	Genetec Enterprise Camera Licenses	$ 250.00	$ 215.00	$ 12,040.00
56	Genetec 5 Year Advantage Coverage	$ 179.00	$ 155.00	$ 8,680.00
56	Oosto Facial Recognition Licenses (5 Year)	$ 6,625.00	$ 4,300.00	$ 240,800.00
1	Oosto Professional Services		$ 12,500.00	$ 12,500.00
1	Genetec Professional Services		$ 5,000.00	$ 5,000.00
4	Genetec SDK Licenses	$ 250.00	$ 215.00	$ 860.00
1	Oosto Server Array (Dell OEM)	$ 156,000.00	$ 116,000.00	$ 116,000.00
1	Fiber and Cat6 Cabling			$ 31,000.00
1	Conduit, Hangers, Mounting Hardware/Commodities			$ 24,500.00
1	Discovery - Pathway and Network			$ 8,500.00
30	Convert to Wireless		$ 1,000.00	$ 30,000.00
1	Design and Project Coordination/Management			$ 17,000.00
1	Labor and Programming			$ 88,000.00
1	Freight			$ 3,800.00
	Tax	8.75		$ 17,235.75
	Total Proposal Cost			$ 641,395.75

8706 Utica Avenue
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

Terms and Conditions

1. This proposal is valid for 30 days. All invoices are due Net 15 days from the date of the invoice. Please make checks payable to:
   ATAC, Inc.
   8706 Utica Avenue
   Rancho Cucamonga, CA 91730
   Attn: Accounts Receivable
2. All taxes and freight are included. Returned material shall incur restocking fees.
3. ATAC, Inc. has the right to stop work should invoices not be paid within 30 days. Shall work be stopped the owner shall still be responsible for payment of all services rendered prior to the stop of work.
4. ATAC, Inc. shall provide proof of standard insurance upon request. Should insurance requirements above ATAC, Inc. standard coverage be required additional charges shall apply.
5. This proposal is based on prevailing wage rates.

Bid Prepared By:

David Clark
President
ATAC, Inc.

Bid Approved By: Address:

Print Name _____ _____

Signature _____ _____

Phone Number _____ _____

Date _____

8706 Utica Avenue
Rancho Cucamonga, CA 91730
(909) 941-0300 phone

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Celeste Owens Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: **A PROFESSIONAL SERVICES AGREEMENT WITH LAW ENFORCEMENT MEDICAL SERVICES, INC. FOR MEDICAL EVIDENCE COLLECTION SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a Professional Services Agreement, through cooperative purchasing, for medical evidence collection services with Law Enforcement Medical Services, Inc., of Fontana, California, for a total not-to-exceed amount of $185,000.

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

FISCAL IMPACT: The Professional Services Agreement has a not-to-exceed amount of $185,000. If approved, appropriations in the General Fund will be included in future annual budgets to City Council for approval as needed for medical evidence collection services.

BACKGROUND & ANALYSIS: Since 2012, the Ontario Police Department has utilized the services of Law Enforcement Medical Services, Inc. (LEMS) to support critical forensic and medical procedures. These services include on-site blood withdrawals, sexual assault examinations for both suspects and victims, and expert witness testimony, all conducted by qualified healthcare professionals. LEMS delivers these services at various locations throughout the City, ensuring timely and efficient evidence collection in support of public safety and investigative processes.

On September 14, 2021, the San Bernardino County Board of Supervisors approved Contract No. 21-675 (Item No. 50) with LEMS to provide medical evidence collection services from October 01, 2021, through September 30, 2024. The agreement included options to extend the term for two additional one-year periods or one additional two-year period. On September 24, 2024, the County amended the agreement to extend the contract through September 30, 2026.

A cooperative purchasing arrangement is being sought under the terms of the County's existing agreement with LEMS. Cooperative purchasing enables the City to leverage the County's procurement terms, resulting in cost savings and administrative efficiency. This approach provides both fiscal and operational advantages by pooling purchasing power with another public agency.

By entering into a cooperative purchasing agreement with LEMS, the City will continue to receive high quality, cost-effective medical evidence collection services, aligning with San Bernardino County's contract cycle and ensuring continuity in public safety operations.

Given the longstanding partnership with LEMS, the consistently high quality of services provided, and the demonstrated value in terms of both time and cost savings, Staff recommends continuing services through a cooperative purchasing model as it best supports public safety and operational efficiency.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND LAW ENFORCEMENT MEDICAL SERVICES

1. PARTIES AND DATE.

This 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 **Law Enforcement Medical Services, INC**, a **Corporation**, with its principal place of business at **8285 Sierra Avenue, Suite 107, Fontana, California 92335** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **professional medical evidence collection services** to public clients, is licensed in the State of California, and is familiar with the plans of City.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **professional medical evidence collection services** necessary for the Project ("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.

3.1.2 Term. The term of this Agreement shall be from **July 01, 2025** to **September 30, 2026**, unless earlier terminated as provided herein. Consultant 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 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Eighty Five Thousand Dollars ($185,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant 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. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.2.5 Automated Clearing House (“ACH”) payments. It is the City’s policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Consultant shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Consultant in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Consultant is not entitled: (1) Consultant shall immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant 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. Consultant 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.3.4 Substitution of Key Personnel. Consultant 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, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows:

3.3.5 City's Representative. The City hereby designates **the City Manager**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **Kris Rowney, President,** or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/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.

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the 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 the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant 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 Consultant 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.

3.3.9.3 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 Consultant 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.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant 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. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies 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 subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant 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 South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant 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 Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); and any and all regulations, policies, or permits issued pursuant to any such

authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant 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, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant 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.

3.3.11.2 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 Consultant, 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, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) 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.

(B) Automobile Liability Insurance: 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 **$1,000,000** combined limit for each occurrence.

(C) 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.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with

limits of not less than **$1,000,000**. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

(A) 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 Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant 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.

(B) 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 Vendor or for which the Vendor 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.

(C) Professional Liability (Errors & Omissions (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) This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

(D) 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.

3.3.11.4 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.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 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.

3.3.11.7 Evidence of Insurance. The Consultant, 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, Consultant 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.

3.3.11.8 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.

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

3.3.11.10 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.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, 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 Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

(D) 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.

(E) 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 Consultant from liability in excess of such coverage, nor shall it limit the Consultant'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.

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

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants 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 subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants 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. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. 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, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant 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 Worker's 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.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant 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.

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

3.5.1.3 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.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant 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. Consultant 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.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant 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 Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant 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.

3.7.2.2 Prior Approval Required. Consultant 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 Consultant to use a Subcontractor, Consultant 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.

3.7.3 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:

Consultant:	**Law Enforcement Medical Services, Inc** **8285 Sierra Avenue, Suite 107** **Fontana, CA 92335** **ATTN: Kris Rowney, President**
City:	City of Ontario 303 East "B" Street Ontario, CA 91764 ATTN**: Records Management**

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days

following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to

any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 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.

3.7.6 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.

3.7.7 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.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. 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 extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

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

3.7.12 Assignment or Transfer. Consultant 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. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 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 Consultant include all personnel, employees, agents, and subconsultants of Consultant, 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.

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

3.7.15 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.

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

3.7.17 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.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants 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.

3.7.19 Authority to Enter Agreement. Consultant 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.

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

3.7.21 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 obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
LAW ENFORCEMENT MEDICAL 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

LAW ENFORCEMENT MEDICAL SERVICES, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

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

ATTACHMENT A – COST

PROPOSAL SUMMARY & FEE SCHEDULE:

Services Offered:

- ☒ Sexual Assault Victim & Suspect Examinations (Countywide)
- ☒ Blood Withdrawal (per service area(s) indicated below)

Service Areas for Blood Withdrawal: (check all that apply)

- ☒ East Valley (San Bernardino, Grand Terrace, Loma Linda, Highland, Yucaipa, Big Bear Lake, Twin Peaks)
- ☒ West Valley (Rancho Cucamonga, Fontana, Chino Hills)
- ☒ High Desert I (Adelanto, Apple Valley, Hesperia, Lucerne Valley, Phelan, Victorville, Victor Valley)
- ☒ High Desert II (Barstow, Baker, Trona)
- ☒ Low Desert (Morongo Basin, Joshua Tree, Twenty-Nine Palms, Yucca Valley)
- ☒ Colorado River (Needles, Parker Dam)
- ☒ West Valley Detention Center (Rancho Cucamonga)
- ☒ Central Detention Center (San Bernardino)
- ☒ Glen Helen Rehabilitation Center (Devore)
- ☒ High Desert Detention Center (Adelanto)

Fee Schedule (as applicable):

Sexual Assault Examination & Collection of Evidence:

Victim	$1,127.00
Victim Dry Run	$600.00
Suspect	$600.00
Suspect Dry Run	$300.00
Court Time	$400.00

Revised 7/1/24

Page 5 of 9

ATTACHMENT A – COST (CONTINUED)

Evidence Collection & Related Services

Blood Withdrawal	$90.00
PC296	$N/A
Urine Collection	$90.00
Taser Dart Removal	$250.00
Dry Run	$125.00
Court Time	$100.00
Sitting Fee (DUI Checkpoints and Sweeps)	$200.00

On-Call Fees

Phlebotomy	$1,900.00
Sexual Assault Response Team (SART) – Valley	$1,500.00
Sexual Assault Response Team (SART) – High Desert	$ N/C

Other proposed charges :
Force Blood Draw $125.00
Taser Dry Run $125.00
Blood Dry Run $90.00
*Morongo Basin – Only one Tech available not 24/7
*Occasionally Needles and Parker Dam- SART and DUI's checkpoints

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Charity Hernandez Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Reviewed By: Jennifer Hiramoto Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A LEASE AGREEMENT WITH SAN DIEGO OUTDOOR ADVERTISING, DBA GENERAL OUTDOORS ADVERTISING**

RECOMMENDATION: That the City Council adopt a Resolution approving a Lease between the City of Ontario and San Diego Outdoor Advertising dba General Outdoors Advertising; and authorize the City Manager or his designee to execute the Lease and all other documents required for implementation of the Lease.

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 annual lease revenue will be $4,000 per month for $48,000 per year for the first five years. The lease payment will increase after five years and each five year block thereafter.

BACKGROUND & ANALYSIS: The proposed Lease allows San Diego Outdoor Advertising, dba General Outdoors Advertising ("GOA") to lease a portion of the property generally located on the southeast corner of Interstate 10 and Milliken Avenue currently occupied by a City-owned water reservoir ("Leased Premises"), identified as Exhibit "A" attached hereto.

GOA will construct, operate, and maintain an electronic billboard sign structure with two electronic LED advertising displays facing in opposite directions. The Sign shall also feature fixed elements on each of the its two sides. The area immediately above the LED screen will display the name of the Ontario Mills Shopping Center, the area immediately beneath the LED screen will display the abbreviated name GOA, and a sign mounted below will display the City of Ontario logo (referred to collectively as the “Sign”). The Sign shall be 42 feet in height with the LED screens being 14 feet tall by 48 feet in width, and have the appearance as shown on Exhibit “B” attached hereto.

The City shall be entitled to post up to one (1) eight (8) second public service message per minute on the Sign on a continuous basis. Should the City not utilize its allotment of advertising space, GOA shall be entitled to lease that time for other advertising purposes consistent with the terms of the

Lease. GOA shall be responsible for displaying the public service message no later than 48 hours after receipt of advertising copy from the City.

In addition to continual advertising opportunities, the on-going revenue will help offset costs and/or enhance services provided to the community.

The proposed Lease term is for thirty (30) years commencing on the date that GOA takes possession of the Lease Premises to begin construction.

EXHIBIT “A”

SOUTHEAST CORNER OF INTERSTATE 10 AND MILLIKEN AVENUE

EXHIBIT “B”

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A LEASE AGREEMENT WITH SAN DIEGO OUTDOOR ADVERTISING, DBA GENERAL OUTDOORS ADVERTISING.

WHEREAS, the City of Ontario (the "City") owns in fee simple certain real property located at the southeast corner of Interstate 10 and Milliken Avenue in Ontario, California, on which is a City owned water reservoir and other water related improvements (the "Reservoir"), together with the real property(the "Property"); and

WHEREAS, General Outdoors Advertising ("GOA") desires to lease a portion of the Property, pursuant to the terms and conditions of a lease agreement (the "Lease"); and

WHEREAS, Specifically, GOA desires to lease that certain area described and depicted in Exhibit "A" of the Lease, adjacent to the Reservoir ("Leased Premises"); and

WHEREAS, the City desires to lease the Leased Premises to GOA; and

WHEREAS, the City has determined that leasing the Leased Premises to GOA under the terms and conditions of the Lease is in the best interests of the City and its residents; and

WHEREAS, the City finds that the Lease is not subject to the requirements of the Surplus Land Act (Government Code Sections 54220 et seq.) because the Lease does not involve or authorize any development or demolition, as those terms are defined in the Surplus Land Act Guidelines, and therefore does not constitute a disposition of land for purposes of the Act.

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by reference.

SECTION 2. Approval of Lease. The City Council hereby approves the Lease in substantially the form attached hereto as Exhibit "A" and 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 City Manager shall be conclusive evidence of the approval of any such additions and changes.

SECTION 3. City Manager Authorization. The City Manager is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest to the final form of the Lease for and in the name and on behalf of the City. The City Council hereby authorizes the delivery and performance of the Lease. The City Manager and his designees 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 the City Attorney they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 4. CEQA. The approval of the Lease and authorization of the City Manager to execute the Lease to allow the construction, operation and maintenance of a billboard sign structure with two (2) electronic outdoor advertising displays facing in opposite directions ("project") is exempt from the California Environmental Quality Act (Pub. Res. Code § 21000 *et seq.*) ("CEQA") pursuant to State CEQA Guidelines Section 15303 (Class 3 – New Construction of Small Structures) because the lease authorizes the construction of a new billboard sign structure in a developed area. None of the exceptions to the Class 3 exemption found in State CEQA Guidelines Section 15300.2 apply to the project as the location is not sensitive, cumulative impacts would not result as this is a single lease for a single location, there are no unusual circumstances regarding the project, it is not on a scenic highway or hazardous waste site, and as the site is already disturbed, it will not impact historical resources. Further, for the reasons above, the project is exempt under CEQA Guidelines § 15061(b)(3), because there is no "potential for causing a significant effect on the environment."

SECTION 5. 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 17th day of June, 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 17, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held June 17, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

GROUND LEASE

By and Between

CITY OF ONTARIO, a California Municipal Corporation

And

SAN DIEGO OUTDOOR ADVERTISING, INC., a California Corporation doing business as GENERAL OUTDOOR ADVERTISING

Approved by Ontario City Council
_____, 2025

San Bernardino County, California

GROUND LEASE

Preamble and Recitals
ARTICLE 1 LEASE OF PREMISES AND TERM OF LEASE
Section 1.01 Agreement to Lease
Section 1.02 Term of Lease
Section 1.03 Conditions to Lease
Section 1.04 No Obstruction of Sign
ARTICLE 2 RENT
Section 2.01 Rent
Section 2.02 Time and Place for Payment of Rent
Section 2.03 No Partnership or Joint Venture
ARTICLE 3 USE OF PREMISES
Section 3.01 Permitted Use
Section 3.02 Compliance With Laws
Section 3.03 Prohibited Uses
Section 3.04 Promotion of City Events
ARTICLE 4 TAXES AND UTILITIES
Section 4.01 Taxes
Section 4.02 Proration of First and Last Year Taxes
Section 4.03 Separate Assessment of Leased Premises
Section 4.04 Payment Before Delinquency
Section 4.05 Taxes Payable in Installments
Section 4.06 Contest of Tax
Section 4.07 Tax Returns and Statements
Section 4.08 Utilities
ARTICLE 5 CONSTRUCTION BY TENANT
Section 5.01 Duty to Construct
Section 5.02 Requirement of Landlord's Written Approval
Section 5.03 Preparation and Submission of Plans
Section 5.04 Landlord's Approval or Rejection of Plans
Section 5.05 Changes in Plans
Section 5.06 All Work on Written Contract
Section 5.07 Compliance With Law and Standards

Section 5.08 Ownership of Improvements
ARTICLE 6 ENCUMBRANCE OF LEASEHOLD ESTATE
Section 6.01 Tenant's Right to Encumber
Section 6.02 Notice to and Service on Lender
Section 6.03 No Modification Without Lender's Consent
Section 6.04 Right of Lender to Realize on Security
Section 6.05 Right of Lender to Cure Defaults
Section 6.06 Foreclosure in Lieu of Curing Default
Section 6.07 Assignment Without Consent on Foreclosure
Section 6.08 New Lease to Lender
Section 6.09 No Merger of Leasehold and Fee Estates
Section 6.10 Lender as Assignee of Lease
Section 6.11 Lender as Including Subsequent Security Holders
Section 6.12 Two or More Lenders
ARTICLE 7 REPAIRS AND RESTORATION
Section 7.01 Maintenance by Tenant
Section 7.02 Tenant's Duty to Restore Premises
Section 7.03 Application of Insurance Proceeds
Section 7.04 Hazardous Materials
ARTICLE 8 INSURANCE
Section 8.01 Liability and Commercial Automobile Insurance
Section 8.02 Fire and Casualty Insurance
Section 8.03 Specific Perils to Be Insured
Section 8.04 Deposit of Insurance With Landlord
Section 8.05 Notice of Cancellation of Insurance
Section 8.06 Indemnification
ARTICLE 9 ASSIGNMENT AND SUBLEASING
Section 9.01 No Assignment Without Landlord's Consent
Section 9.02 Leasehold Encumbrances and Subsequent Transfers
Section 9.03 Tenant's Right to Sublease
Section 9.04 Transfers to or by Entity
ARTICLE 10 DEFAULT AND REMEDIES

Section 10.01 Continuation of Lease in Effect
Section 10.02 Termination and Unlawful Detainer
Section 10.03 Breach and Default by Tenant
Section 10.04 Waiver of Breach
Section 10.05 Surrender of Premises
ARTICLE 11 OTHER PROVISIONS
Section 11.01 Force Majeure
Section 11.02 Notices to Landlord
Section 11.03 Notices to Tenant
Section 11.04 Governing Law
Section 11.05 Binding on Heirs and Successors
Section 11.06 Partial Invalidity
Section 11.07 Sole and Only Agreement
Section 11.08 Memorandum of Lease for Recording
Section 11.09 Attorney Fees

GROUND LEASE

Preamble and Recitals

THIS LEASE is entered into on _____, 2025 (the "Effective Date"), by and between the City of Ontario, a California municipal corporation referred to in this lease as "Landlord," and San Diego Outdoor Advertising, Inc., a California corporation doing business as General Outdoor Advertising referred to in this lease as "Tenant."

A. Landlord is the owner of a certain parcel of real property in the County of San Bernardino, State of California, legally described in Exhibit "A," which is attached to and made a part of this lease (such parcel—exclusive of the Premises as defined below—is referred to in this lease as the "Property").

B. Tenant desires to lease a portion of the parcel described in Exhibit "A," which portion is legally described in Exhibit "B" attached hereto and made a part hereof, and is depicted (approximately) on Exhibit "C" attached here to and made a part hereof (the "Premises"), together with certain appurtenant rights over the Property for ingress, egress and related purposes as more particularly described below, in order to construct, operate and maintain a billboard sign structure with two (2) electronic outdoor advertising displays facing in opposite directions (such displays being referred to collectively herein as the "Sign"), appurtenant electrical service, and all other related improvements (such billboard sign structure, Sign, electrical and other appurtenant improvements being collectively referred to in this lease as the "Improvements"), having the appearance, dimensions and specifications shown on Exhibit "D" attached hereto and made a part hereof. The Improvements shall feature only the following fixed elements, each having the dimensions shown on Exhibit "D" hereto, on each of the two (2) faces or sides of the Improvements: (i) an LED screen; (ii) an area immediately above the LED screen displaying the name of the shopping center currently known as "Ontario Mills" (the "Shopping Center"); (iii) an area immediately above the Shopping Center name displaying the logo of either the Shopping Center or the owner of the Shopping Center; (iv) immediately beneath the LED screen, an area displaying the abbreviated name of Tenant (i.e, currently "GENERAL"); and (v) a sign mounted below the Tenant name displaying the logo of Landlord.

ARTICLE 1 LEASE OF PREMISES AND TERM OF LEASE

Section 1.01 Agreement to Lease. For and in consideration of the rents to be paid and covenants to be performed by Tenant under this lease, Landlord agrees to lease the Premises to Tenant, and Tenant agrees to lease the Premises from Landlord, on the terms and conditions set forth in this lease, subject to all matters of record and all matters which would be revealed by an ALTA survey. Tenant shall take the Premises in its "AS IS" condition, without representation or warranty, express or implied. Except as expressly otherwise provided in this lease, "the Premises" includes the following licenses beginning on the Commencement Date as defined hereinbelow and continuing until the expiration or earlier termination of this lease:

(a) a license for pedestrian and vehicular access across those certain portions of the Property which Landlord determines are reasonably necessary to access the Premises for the construction, operation, maintenance, repair and/or replacement of the Improvements. Tenant

acknowledges that the Property is enclosed by a perimeter fence with locked gate, and that access to the Premises shall be subject to scheduling and coordination with Landlord, and such access control measures as Landlord may impose in its reasonable discretion.

(b) a license to store dirt and other materials on a portion of the Property during construction of the Improvements, the exact location of which shall be determined in the sole discretion of Landlord. All dirt and construction debris will be completely removed by Tenant from the Property immediately upon completion of construction of the Improvements.

(c) a license over portions of the Property to the extent necessary to provide electrical or other utility service to the Premises (overhead or underground as determined by Landlord, after consulting with Tenant), at Tenant's sole cost and expense, provided, however, that all utility service(s) to the Premises shall be designed, constructed, operated and maintained in such a manner as to minimize to the greatest extent possible any interference with the use of the Property by Landlord and/or the general public. Landlord's determination regarding the locations required under this paragraph and the undergrounding of utilities shall be final and binding on Tenant.

Any exercise of any right or interest granted pursuant to this lease shall be conducted in such a manner as (i) to be in compliance with all applicable safety rules and regulations, and (ii) to minimize interference with any use by Landlord and/or the general public of the Property as much as is reasonably feasible. Tenant shall be responsible for the prompt repair and/or restoration of any damage caused by Tenant during any exercise of the rights or interests granted pursuant to this lease, including, as necessary, but not limited to, replacement of any damaged landscaping material or irrigation system.

Landlord covenants and agrees that Tenant, by keeping and performing the covenants contained in this lease, shall at all times during the term of this lease, peaceably and quietly have, hold and enjoy the Premises and Improvements, subject to all matters of record and the provisions of this lease.

Section 1.02 Term of Lease. The term of this lease shall be for a period of approximately thirty (30) years commencing on the date (the "Commencement Date") which is the earlier of (i) the date that Tenant takes possession of the Premises to begin construction pursuant to Section 5.01 below, or (ii) the date which is twelve (12) months after the Effective Date of this lease, and continuing until the last day of the calendar month in which the thirtieth (30th) anniversary of the Commencement Date occurs (or, if the Commencement Date occurs on the first day of a calendar month, the day immediately preceding the thirtieth [30th] anniversary of the Commencement Date), unless terminated earlier as provided in this lease.

Section 1.03 Conditions to Lease. Tenant's obtaining all necessary permits and approvals for the construction and maintenance of the Improvements, including, but not limited to, any approvals required from the California Department of Transportation, any use and/or construction permits required from the City of Ontario, in its governmental/regulatory capacity (as opposed to its proprietary capacity as owner and Landlord of the Premises pursuant hereto) including any required general plan amendments or zone changes (collectively, the "Permits"), is a condition precedent to the continuing effectiveness of this lease. Should any necessary Permit

for the construction or maintenance of the Improvements not be approved for issuance to Tenant within twelve (12) months of the Effective Date of this lease, then each of Landlord and Tenant shall have the right to terminate this lease, without incurring any further liability for any rent or other obligation accruing after such cancellation, upon ten (10) days' advance written notice to the other party given after such twelve (12) month period but before all such Permits are available for issuance to Tenant. Tenant agrees to use reasonable diligence to request, pursue and obtain all such Permits as soon as reasonably practicable from and after the Effective Date of this lease. In no event shall this lease or any of the provisions hereof be deemed to require any particular outcome in the normal regulatory processing of Tenant's application(s) for such Permits that are required from the City of Ontario in its governmental capacity for the construction and operation of the Improvements.

Section 1.04 No Obstruction of Sign. Landlord shall not permit any other construction, improvements, trees, vegetation or any other thing on the Property to obstruct the view of the Sign from the adjacent freeway right-of-way.

ARTICLE 2 RENT

Section 2.01 Rent. Commencing on the Commencement Date and continuing throughout the term of this lease, Tenant shall pay to Landlord monthly base rent ("Base Rent") in initial the amount of $4,000.00 (and after the initial approximately five [5] years of the lease term, in the amounts indicated in the schedule below), without offset, deduction or prior notice or demand, on or before the first day of each calendar month, prorated for any partial calendar month at the beginning of such period or at the end of the lease term. Following the sixtieth (60th) full calendar month of the lease term, monthly Base Rent shall increase to the amounts and for the portions of the lease term shown in the following schedule:

Years 5-10	$4,500.00
Years 11-15	$5,000.00
Years 16-20	$5,500.00
Years 21-25	$6,000.00
Years 26-30	$6,500.00

Payments shall be made in United States currency, or by check or other order as is then customary in business transactions and is otherwise acceptable to Landlord in its reasonable discretion. Delivery by mail or other means shall be deemed made in accordance with the definition of delivery set forth in this lease.

Section 2.02 Time and Place for Payment of Rent. All Rent shall be paid at the times set forth in Section 2.01 and shall be paid and delivered to Landlord at 303 E. B Street, Ontario, California 91764, or any other place or places that Landlord may designate by written notice to Tenant.

Section 2.03 No Partnership or Joint Venture. Nothing in this lease shall be construed to render Landlord in any way or for any purpose a partner, joint venturer, or associate in any

relationship with Tenant other than that of Landlord and Tenant, nor shall this lease be construed to authorize either to act as agent for the other.

ARTICLE 3 USE OF PREMISES

Section 3.01 Permitted Use. Tenant shall use the Premises solely for the purpose of constructing, maintaining, and offering for display an electronic outdoor advertising sign. Landlord and Tenant mutually confirm that the Improvements are not intended to serve as a public forum for public discourse or expressive activity, nor to provide a forum for all types of signage. Landlord and Tenant acknowledge that the purpose of the Improvements is to promote commerce in the City of Ontario generally, as well as to display non-commercial information which Landlord deems to be of service to the community. Tenant, throughout the lease term, shall be the exclusive owner and operator of the Improvements, with sole control of the content displayed on the Improvements, subject to the terms and requirements of this lease.

Section 3.02 Compliance With Laws. Tenant shall, at Tenant's own cost and expense, obtain all necessary permitting from the State of California for the Improvements. Tenant, at Tenant's expense, shall obtain all necessary local permits and approvals for the Improvements. Tenant shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, including those requiring capital improvements to the Premises or Improvements, relating to any use and occupancy of the Premises (and specifically not limited to any particular use or occupancy by Tenant), whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted; provided, however, Landlord shall not enact any ordinance, regulation or requirement that would effectively prohibit Tenant's use of the Premises, the Sign, or Improvements.

Section 3.03 Prohibited Uses. Tenant shall not use or permit the Premises or any portion of the Premises to be improved, developed, used, or occupied in any manner or for any purpose that would in any way cause Landlord or Tenant to be in violation of any valid decisional or statutory law, ordinance, or regulation of any federal, state, county, or local governmental agency, body, or entity. Furthermore, Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises or any part of the Premises.

Tenant agrees that any advertising displayed on the Sign shall not contain any advertising for adult entertainment or nudity including, but not limited to, topless bars, nightclubs, establishments that feature nude dancing, mud wrestling, any adult business featuring retail sales of adult novelty items, books, magazines, videos and tapes, or any material that could reasonably be considered pornographic. Further, Tenant voluntarily covenants and agrees for itself, its successor and assigns that any advertising displayed on the Sign shall not contain any advertising for alcohol, tobacco or cannabis (including so-called "vaping" paraphernalia) products of any type, gambling or gambling services, or any political messages or advertising. Notwithstanding the foregoing, gambling establishments may advertise non-gaming/gambling services. Landlord further reserves the right to object to any other advertising that may be considered detrimental to the image of the Landlord. In such cases, Landlord shall inform Tenant in writing of the offensive advertising and request that it be removed. To the extent that any use of the Premises and Improvements is made that is violative of the limitations set forth in this Section 3.03, Tenant shall

be solely responsible for the removal of the violative material and Landlord shall bear no responsibility or obligation for the use of its discretion in requesting that materials be removed it believes not to be in conformance with this Section.

Section 3.04 Promotion of City Events. As further consideration for this lease, Landlord shall be entitled to place public service announcements on the Sign, provided, however, that such public service announcements shall be limited to civic public service messages, including events sponsored by the City of Ontario or by private organizations approved by the City of Ontario (hereinafter "Public Service Messages"). The term Public Service Message shall expressly exclude any message advertising any business, company or event where such message would have a direct and tangible economic benefit to a private, for-profit company. Landlord shall be entitled to post up to one eight (8) second Public Service Message per minute on the Sign on a continuous basis. Notwithstanding the foregoing, should Landlord not utilize its allotment of advertising space, Tenant shall be entitled to lease that time for other advertising purposes consistent with the terms of this lease. For all Public Service Messages, Landlord shall be responsible for providing Tenant with the advertising copy and artwork. Tenant shall not be responsible for producing or substantially modifying any advertising copy for a Public Service Message, and shall display the Public Service Message no later than 48 hours after receipt of advertising copy from Landlord.

ARTICLE 4 TAXES AND UTILITIES

Section 4.01 Taxes. Tenant shall be solely responsible for any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this lease by any governmental agency or entity on or against the Premises, the Improvements located on the Premises, personal property located on or in the Premises or affixed to the Improvements, and the leasehold estate created by this lease, whether or not assessable as to or against Landlord. In the event the State of California or any taxing authority thereunder changes or modifies the system of taxing real estate so as to tax, for example, the rental income from real estate in lieu of or in addition to real estate taxes as imposed as of the Effective Date of this lease, and so as to impose a liability upon Landlord for the amount of such tax on the Premises and/or Improvements, Tenant shall be liable under this lease for the payment of the taxes so imposed to the same extent as though the alternative or new tax was a tax upon the value of the Premises and Improvements.

Section 4.02 Proration of First and Last Year Taxes. Notwithstanding the provisions of Section 4.01 of this lease, all taxes, assessments, or other charges levied or assessed during the tax years in which the term of this lease commences and ends shall be prorated between Landlord and Tenant as of 12:01 A.M. on the date the term commences and on the date the term ends, respectively, on the basis of tax years that commence on July 1 and end on June 30 of each year.

Section 4.03 Separate Assessment of Leased Premises. Should the Premises be assessed and taxed with or as part of other property owned by Landlord before the commencement of the term of this lease, Landlord shall use reasonable efforts to arrange with the taxing authorities to have the Premises taxed and assessed as a separate parcel distinct from any other real or personal property owned by Landlord. Should the Premises be assessed and taxed for the year in which this lease is to commence with or as part of other property owned by Landlord, the share of the taxes,

assessments, or other charges for which Tenant is liable to pay under Section 4.02 shall be determined as follows: Tenant shall pay an amount equal to that portion of the taxes, assessments, and other charges that bears the same ratio to the total of the taxes, assessments, and other charges as the ground area of the Premises bears to the ground area of the total taxed property. Without limiting the generality of the foregoing, in accordance with California Revenue and Taxation Code Section 107.6(a), Landlord states that by entering into this lease, a possessory interest subject to property taxes may be created. Tenant shall be subject to the payment of property taxes levied on such interest if created. Tenant acknowledges and agrees that the Premises and/or the Improvements thereon, and any possessory interest therein, may at all times after the Commencement Date be subject to ad valorem taxes levied, assessed or imposed on such property, and Tenant further agrees that it will pay as and when due all such amounts.

Section 4.04 Payment Before Delinquency. The non-assessed party shall pay to the assessed party its share of any and all taxes and assessments and installments of taxes and assessments required to be paid by Landlord and Tenant under this lease at least ten (10) days before each such tax, assessment, or installment of tax or assessment becomes delinquent.

Section 4.05 Taxes Payable in Installments. Should any special tax or assessment be levied on or assessed against the Premises that may be either paid in full before a delinquency date within the term of this lease or paid in installments over a period either within or extending beyond this lease, Tenant shall have the option of paying the special tax or assessment in installments. The fact that the exercise of the option to pay the tax or assessment in installments will cause the Premises to be encumbered with bonds or will cause interest to accrue on the tax or assessment is immaterial and shall not interfere with the free exercise of the option by Tenant. Should Tenant exercise the option to pay any such tax or assessment in installments, Tenant shall be liable to pay only those installments becoming due during the term of this lease. Landlord shall cooperate with Tenant and on written request of Tenant execute or join with Tenant in executing any instruments required to permit any such special tax or assessment to be paid in installments.

Section 4.06 Contest of Tax. Either party shall have the right to contest, oppose, or object to the amount or validity of any tax, assessment, or other charge levied on or assessed against the Premises or any part of the Premises; provided, however, that the contest, opposition, or objection must be filed before the tax, assessment, or other charge at which it is directed becomes delinquent and that written notice of the contest, opposition, or objection must be given to the other party at least ten (10) days before the date the tax, assessment, or other charge becomes delinquent. Further, the other party shall, on written request of the contesting, opposing, or objecting party, join in any such contest, opposition, or objection if the contesting, opposing or objecting party determines that joinder is necessary or convenient for the proper prosecution of the proceedings. The contesting, opposing, or objecting party shall be responsible for and shall pay all costs and expenses in any contest or legal proceeding instituted by such party. Notwithstanding any contest, opposition, or objection, the parties agree that they shall either: (a) Pay the tax, assessment, or other charge under protest before its becoming delinquent; or (b) Obtain and maintain a stay of all proceedings for enforcement and collection of the tax, assessment, or other charge by posting a bond or other security required by law for such a stay.

Section 4.07 Tax Returns and Statements. Tenant shall, as between Landlord and Tenant, have the duty of attending to, preparing, making, and filing any statement, return, report,

or other instrument required or permitted by law in connection with the determination, equalization, reduction, or payment of any taxes, assessments, or other charges that are or may be levied on or assessed against the Premises, the Improvements located on the Premises, personal property located on or in the Premises or Improvements, and the leasehold estate created by this lease.

Section 4.08 Utilities. Tenant shall be solely responsible for all utility costs associated with construction, operation and maintenance of the Improvements. Tenant shall separately arrange for utility service(s) to be provided to the Premises and Improvements through a separate meter(s) installed at Tenant's cost.

ARTICLE 5 CONSTRUCTION BY TENANT

Section 5.01 Duty to Construct. Once all necessary Permits are available for issuance to Tenant, Tenant shall promptly construct or cause to be constructed on the Premises, an electronic, outdoor advertising display in the manner and according to the terms and conditions specified in this Article and elsewhere in this lease. Landlord acknowledges that Tenant cannot order certain necessary construction materials until after the Permits are available for issuance and that there is typically lead time of many months before the materials are received and construction can begin. The cost of constructing the Improvements, including without limitation the cost of obtaining the Permits, and all additional work required for their operations on the Premises in accordance with this lease shall be borne solely by Tenant. Landlord will not waive any fees payable to Landlord in its governmental capacity. The Improvements shall be completed within twelve (12) months after the Permits are available for issuance to Tenant, subject to delays beyond the control of Tenant (excluding lack of funds). Nothing herein shall delay the payment of Rent however. Landlord shall at all times during the term of this lease have the right to post and maintain on the Premises and to record as required by law any notice or notices of non-responsibility provided for by the mechanics' lien laws of the State of California. Tenant shall keep the Premises and the Property free and clear of all liens or claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Premises or Improvements.

Section 5.02 Requirement of Landlord's Written Approval. No structure or other improvement of any kind shall be constructed on the Premises unless and until the plans, specifications, and proposed location of that structure or improvement have been approved in writing by Landlord in its capacity as the lessor hereunder (and not in its governmental capacity). Furthermore, no structure or other improvement shall be constructed on the Premises that does not comply with plans, specifications, and locations so approved in writing by Landlord.

Section 5.03 Preparation and Submission of Plans. Tenant shall, at Tenant's own cost and expense, prepare or cause to be prepared plans and specifications for the Improvements and shall submit to Landlord for approval drawings and materials in the form of plans and elevations, etc., sufficient to convey the design of the Improvements to Landlord.

Section 5.04 Landlord's Approval or Rejection of Plans. Within 21 days after receipt by Landlord of any of the documents submitted to Landlord for approval under Section 5.03 of this lease, Landlord shall either approve those documents (in its proprietary capacity as lessor hereunder) or Landlord shall give written notice to Tenant of any objections Landlord may have

to those documents, which objections shall be commercially reasonable in nature. Within 21 days after service on Tenant of the written notice of Landlord's objections, Tenant may deliver corrective amendments to the documents to Landlord and Landlord shall, within 14 days after receiving the corrective amendments, serve written notice on Tenant of Landlord's approval or rejection of the documents as so amended.

Section 5.05 Changes in Plans. After approval by Landlord of the documents pertaining to the Improvements described in Sections 5.03 and 5.04 of this lease, any substantial change in the plans or specifications for the Improvements shall be approved by Landlord. For purposes of this Section, "substantial change" means one that materially changes the exterior appearance of the Improvements. Minor changes in work or materials not constituting a substantial change need not be approved by Landlord but a copy of the altered plans and specifications reflecting those changes shall be given to Landlord.

Section 5.06 All Work on Written Contract. All work required in the construction of the Improvements, including any site preparation work, and utility installation work, as well as actual construction work on the Improvements, shall be performed only by competent contractors licensed under the laws of the State of California and shall be performed in accordance with written contracts with those contractors.

Section 5.07 Compliance With Law and Standards. The Improvements shall be constructed, operated and maintained, and all work on the Premises shall be performed, and all other property on the Premises shall be erected, in accordance with all valid laws, ordinances, regulations, and orders of all federal, state, county, or local governmental agencies or entities having jurisdiction over the Premises, including without limitation all applicable federal and state labor standards and requirements. All work performed on the Premises under this lease, or authorized by this lease, shall be done in a good workmanlike manner and only with new materials of good quality and high standard.

Section 5.08 Ownership of Improvements. Title to all Improvements to be constructed on the Premises by Tenant shall be owned by Tenant during the term of this lease. Upon the expiration of the term or earlier termination of this lease, title to all Improvements, including the Sign, on the Premises, shall automatically transfer to Landlord free and clear of all liens and shall thereafter remain Landlord's property. Tenant shall pay off all liens on the Improvements concurrently with any such expiration or termination of the lease, and shall execute any documentation reasonably required or prudent to effectuate such transfer promptly on request by Landlord.

ARTICLE 6 ENCUMBRANCE OF LEASEHOLD ESTATE

Section 6.01 Tenant's Right to Encumber. Tenant may, at any time and from time to time during the term of this lease, encumber to any institutional lender regulated by state or federal authority (referred to in this lease as "Lender"), by deed of trust or mortgage or other security instrument, all of Tenant's interest under this lease and the leasehold estate hereby created in Tenant (referred to in this lease as a "Leasehold Encumbrance") for any purpose or purposes without the consent of Landlord. However, no Leasehold Encumbrance incurred by Tenant in accordance with this section shall, and Tenant shall not have power to incur any encumbrance that

shall, constitute in any way a lien or encumbrance on Landlord's fee interest in the Premises. Any Leasehold Encumbrance shall be subject to all covenants, conditions, and restrictions set forth in this lease and to all rights and interests of Landlord, except as is otherwise provided in this lease. Tenant shall give Landlord prior written notice of any Leasehold Encumbrance, together with a copy of the deed of trust, mortgage, or other security interest evidencing the Leasehold Encumbrance.

Section 6.02 Notice to and Service on Lender. Landlord shall mail to any Lender who has given Landlord written notice of its name and address, a duplicate copy of any and all notices Landlord may from time to time give to or serve on Tenant in accordance with or relating to this lease, including but not limited to any notice of default, notice of termination, or notice regarding any matter on which Landlord may predicate or claim a default. Any notices or other communications permitted by this or any other section of this lease or by law to be served on or given to Lender by Landlord shall be deemed duly served on or given to Lender when deposited in the United States mail, first-class postage prepaid, addressed to Lender at the last mailing address for Lender furnished in writing by Lender to Landlord.

Section 6.03 No Modification Without Lender's Consent. For as long as there is any Leasehold Encumbrance in effect for which notice has been given to Landlord pursuant to Section 6.01 of this lease, Tenant and Landlord hereby expressly stipulate and agree that they will not modify this lease in any way nor cancel this lease by mutual agreement without the written consent of Lender having that Leasehold Encumbrance.

Section 6.04 Right of Lender to Realize on Security. A Lender with a Leasehold Encumbrance shall have the right at any time during the term of this lease and the existence of the encumbrance to do both of the following:

(a) Any act or thing required of Tenant under this lease, and any such act or thing done and performed by Lender shall be as effective to prevent a forfeiture of Tenant's rights under this lease as if done by Tenant; and

(b) Realize on the security afforded by the leasehold estate by foreclosure proceedings, accepting an assignment in lieu of foreclosure, or other remedy afforded in law or in equity or by the security instrument evidencing the Leasehold Encumbrance (referred to in this lease as "the Security Instrument"), and

(1) To transfer, convey, or assign the title of Tenant to the leasehold estate created by this lease to any purchaser at any foreclosure sale, whether the foreclosure sale is conducted under court order or a power of sale contained in the Security Instrument, or to an assignee under an assignment in lieu of foreclosure; and

(2) To acquire and succeed to the interest of Tenant under this lease by virtue of any foreclosure sale, whether the foreclosure sale is conducted under a court order or a power of sale contained in the Security Instrument, or by virtue of an assignment in lieu of foreclosure.

The Lender or any person or entity acquiring the leasehold estate shall be liable to perform Tenant's obligations under this lease only during the period, if any, in which that entity or person has ownership of the leasehold estate or possession of the Premises.

Section 6.05 Right of Lender to Cure Defaults. For as long as there is in effect any Leasehold Encumbrance, before Landlord may terminate this lease because of any default under or breach of this lease by Tenant, Landlord must give written notice of the default or breach to Lender and afford Lender the opportunity after service of the notice to do one of the following:

(a) Cure the breach or default within thirty [30] days after expiration of the time period granted to Tenant under this lease for curing a default, when the default can be cured by the payment of money to Landlord or some other person;

(b) Cure the breach or default within sixty [60] days after expiration of the time period granted to Tenant under this lease for curing a default, when the breach or default must be cured by something other than the payment of money and can be cured within that time; or

(c) Cure the breach or default in any reasonable time that may be required when something other than money is required to cure the breach or default and cannot be performed within sixty [60] days after expiration of the time period granted to the Tenant under this lease for curing the default, provided that acts to cure the breach or default are commenced within that time period after service of notice of default on Lender by Landlord and are thereafter diligently continued by Lender.

Section 6.06 Foreclosure in Lieu of Curing Default. Notwithstanding any other provision of this lease, a Lender under a Leasehold Encumbrance may forestall termination of this lease by Landlord for a default under or breach of this lease by Tenant by commencing proceedings to foreclose the Leasehold Encumbrance. The proceedings so commenced may be for foreclosure of the Leasehold Encumbrance by order of court or for foreclosure of the Leasehold Encumbrance under a power of sale contained in the Security Instrument. The proceedings shall not, however, forestall termination of this lease by Landlord for the default or breach by Tenant unless all of the following conditions are met:

(a) The proceedings are commenced within sixty [60] days after service on Lender of the notice described in Section 6.05 of this lease;

(b) The proceedings are, after having been commenced, diligently pursued in the manner required by law to completion; and

(c) Lender keeps and performs all of the terms, covenants, and conditions of this lease requiring the payment or expenditure of money by Tenant until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, payment, or conveyance of the leasehold estate to Lender.

Section 6.07 Assignment Without Consent on Foreclosure. A transfer of Tenant's leasehold interest under this lease to any of the following shall be subject to the requirements and consent set forth in Article 9 of this lease:

(a) A purchaser at a foreclosure sale of the Leasehold Encumbrance, whether the foreclosure sale is conducted under court order or a power of sale in the instrument creating the encumbrance;

(b) An assignee of the leasehold estate of Tenant under an assignment in lieu of foreclosure; or

(c) A purchaser or assignee of the purchaser at a foreclosure sale of the Leasehold Encumbrance or of the assignee of the leasehold estate of Tenant acquired under an assignment in lieu of foreclosure.

Section 6.08 New Lease to Lender. Notwithstanding any other provision of this lease, should this lease terminate because of any default under or breach of this lease by Tenant, Landlord agrees to enter into a new lease for the Premises with Lender under a Leasehold Encumbrance, as Tenant, provided all of the following conditions are satisfied:

(a) A written request for the new lease is served on Landlord by Lender within thirty [30] days after service on Lender of the notice described in Section 6.05 of this lease;

(b) The new lease

(1) Is for a term ending on the same date the term of this lease would have ended had this lease not been terminated;

(2) Provides for the payment of rent at the same rate that would have been payable under this lease during the remaining term of this lease had this lease not been terminated; and

(3) Contains the same terms, covenants, conditions, and provisions as are contained in this lease (except those that have already been fulfilled or are no longer applicable);

(c) Lender, on execution of the new lease by Landlord, shall pay any and all sums that would at the time of the execution of the new lease be due under this lease but for its termination and shall otherwise fully remedy, or agree in writing to remedy, any other defaults under or breaches of this lease committed by Tenant that can be remedied;

(d) Lender, on execution of the new lease, shall pay all reasonable costs and expenses, including attorneys' fees and court costs, incurred by Landlord in terminating this lease, recovering possession of the Premises from Tenant or the representative of Tenant, and preparing the new lease;

(e) The new lease shall be subject to all existing subleases between Tenant and subtenants, provided that for any sublease, the subtenant agrees in writing to attorn to Lender (or its assignee); and

(f) Lender complies with the requirements of Article 9 of this lease.

Section 6.09 No Merger of Leasehold and Fee Estates. For as long as any Leasehold Encumbrance is in existence, there shall be no merger of the leasehold estate created by this lease

and the fee estate of Landlord in the Premises merely because both estates have been acquired or become vested in the same person or entity, unless Lender otherwise consents in writing.

Section 6.10 Lender as Assignee of Lease. No Lender under any Leasehold Encumbrance shall be liable to Landlord as an assignee of this lease unless and until Lender acquires all rights of Tenant under this lease through foreclosure, an assignment in lieu of foreclosure, or as a result of some other action or remedy provided by law or by the instrument creating the Leasehold Encumbrance.

Section 6.11 Lender as Including Subsequent Security Holders. Except for purposes of Section 6.08, the term "Lender" as used in this lease shall mean not only the institutional lender that loaned money to Tenant and is named as beneficiary, mortgagee, secured party, or security holder in the Security Instrument creating any Leasehold Encumbrance, but also all subsequent purchasers or assignees of Lender's interest in the Leasehold Encumbrance.

Section 6.12 Two or More Lenders. In the event two or more Lenders each exercise their rights under this lease and there is a conflict that renders it impossible to comply with all requests of Lenders, the Lender whose Leasehold Encumbrance would have senior priority in the event of a foreclosure shall prevail.

ARTICLE 7 REPAIRS AND RESTORATION

Section 7.01 Maintenance by Tenant. Tenant shall maintain, repair and operate the Improvements on the Premises, or cause the Improvements to be maintained, repaired and operated, in a first class condition, free of debris, waste and graffiti, and in compliance with the following:

a. All Improvements on the Premises shall be maintained in good condition in accordance with the custom and practice generally applicable to high quality electronic/digital billboard signs, and in conformance and compliance with all plans, drawings and related documents approved by Landlord pursuant to this lease, and with all conditions of approval, including cleaning, repainting, or resurfacing, as appropriate, of all exterior surfaces of the Improvements, preventative maintenance, and repair or replacement of any items on the sign structure which are not in excellent working order and condition.

b. The Premises and the Improvements shall be kept clean and clear of refuse and obstructions, and all garbage, trash and rubbish shall be lawfully disposed of.

c. Tenant's maintenance and operation obligation for the Improvements shall include obtaining and paying for all necessary utilities such as electricity and communications services and any security device(s) or service(s) required to assure the Improvements are not subject to vandalism.

d. Tenant shall make necessary and appropriate capital improvements to preserve the Improvements, including, but not limited to, from time to time making such improvements and replacements which take into account state of the art,

technological and other changes in the maintenance and operation of high quality advertising sign operations.

Tenant shall have full responsibility for the operation and maintenance (including repair, restoration and reconstruction) of all of the Improvements and the costs thereof, and the Landlord shall have no liability for costs of such operation and maintenance or for any claims arising from the operation and maintenance (including repair, restoration and reconstruction) of such improvements.. Once the Improvements have been constructed, Tenant shall not remove or demolish the Improvements during the lease term, except as necessary promptly to replace same.

Section 7.02 Tenant's Duty to Restore Premises. If at any time during this lease's term, any Improvements now or hereafter on the Premises are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of Landlord, this lease shall continue in full force and effect, with no abatement of Rent, and Tenant shall repair and restore the damaged Improvements as soon after the occurrence of such damage or destruction as is commercially reasonably possible, and in all events within no more than twelve (12) months after the occurrence of the damage or destruction. Any restoration by Tenant shall comply with original plans for the Improvements described in Article 5, except as may be modified by agreement of the parties.

Section 7.03 Application of Insurance Proceeds. Any and all fire or other insurance proceeds that become payable at any time during the term of this lease because of damage to or destruction of any Improvements on the Premises shall be paid to Tenant and applied by Tenant toward the cost of repairing and restoring the damaged or destroyed Improvements in the manner required by Section 7.02 of this lease.

Section 7.04 Hazardous Materials. "Hazardous Substance" as used in this lease means any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance or waste, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to public health and safety. Tenant shall not bring or allow to be brought onto the Premises or use or store on the Property any Hazardous Materials without the prior express written consent of Lessor, except for those Hazardous Materials (such as fuel stored in motor vehicles) customarily used in the ordinary course of business in the use and operation of the Premises for the Improvements and in compliance with all applicable laws. Tenant hereby agrees to indemnify and hold Landlord harmless from any claims, losses or liabilities arising from any breach of the foregoing obligations of Tenant regarding Hazardous Materials.

ARTICLE 8 INSURANCE

Section 8.01 Liability and Commercial Automobile Insurance. Tenant shall procure and maintain during the entire term of this lease a broad form comprehensive coverage policy of public liability insurance and commercial automobile insurance issued by an insurance company licensed by the State of California insuring Tenant and Landlord against loss or liability caused by

or connected with Tenant's occupation and use of the Premises under this lease in amounts not less than the following:

(a) 'Two Million Dollars ($2,000,000.00) for injury to or death of one person per occurrence and Four Million Dollars ($4,000,000.00) aggregate for bodily injury, and

(b) One Million Dollars ($1,000,000.00) for damage to or destruction of any property, and

(c) One Million Dollars ($1,000,000) per accident for bodily injury and property damage; and

(d) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California; and

(e) Employer's Liability limits of One Million Dollars ($1,000,000) per accident for bodily injury or disease.

The insurer shall agree to waive all rights of subrogation against Landlord, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed. The general liability policy and commercial automobile policy shall be endorsed to state that: (1) Landlord, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the services or operations performed by or on behalf of Tenant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects Landlord, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage in excess of Tenant's scheduled underlying coverage. Any insurance or self-insurance maintained by Landlord, its directors, officials, officers, employees, agents and volunteers shall be excess of Tenant's insurance and shall not be called upon to contribute with it in any way.

Section 8.02 Fire and Casualty Insurance. Tenant shall at all times during the term of this lease, keep all Improvements on the Premises insured for their full replacement value by insurance companies authorized to do business in the State of California against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in the county where the Premises are located. For as long as there is any Leasehold Encumbrance in existence, that policy shall also contain a standard lender endorsement.

Section 8.03 Specific Perils to Be Insured. Notwithstanding anything to the contrary contained in Section 8.02 of this lease, the insurance required by Section 8.02 of this lease shall, whether or not included in the standard extended coverage endorsement referred to in Section 8.02, insure all Improvements on the Premises against loss or destruction by windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, fire, smoke damage, and sprinkler leakage.

Section 8.04 Deposit of Insurance With Landlord. Tenant shall, prior to commencement of construction of the Improvements and annually thereafter, deliver to Landlord a true and correct copy of each insurance policy required by this Article of this lease or a certificate

executed by the insurance company or companies or their authorized agent evidencing that policy or policies.

Section 8.05 Notice of Cancellation of Insurance. Each insurance policy required under this Article shall contain a provision that it cannot be cancelled for any reason unless at least ten (10) days' prior written notice of the cancellation is given to Landlord and to Lender in the manner required by this lease for service of notices on Landlord by Tenant.

Section 8.06 Indemnification. At Tenant's sole cost and expense Tenant shall indemnify, defend, and hold harmless Landlord and its officers, agents, employees, public officials and volunteers from and against any claim, liability, loss or damage caused by Tenant, its officers, agents, employees or contractors in, or relating in any way to, its exercise of the rights or interests granted pursuant to this lease. Tenant further agrees to indemnify, pay and hold Landlord harmless from all costs and expenses, including attorney's fees, incurred by Landlord or held to be the liability of the Landlord in connection with the Landlord's defense of its actions in any proceeding brought in any state or federal court challenging the Landlord's actions with respect to this lease and/or the Sign.

ARTICLE 9 ASSIGNMENT AND SUBLEASING

Section 9.01 No Assignment Without Landlord's Consent. Tenant may assign this lease or any interest in this lease, subject to the prior written consent of Landlord. Landlord shall not unreasonably withhold or delay its consent, and shall grant consent if the proposed assignee is financially qualified and has sufficient experience in the operation and management of outdoor advertising displays to perform all the agreements, undertakings, and covenants of this lease and all other agreements entered into by Tenant which relate to the management, operation, maintenance, construction, and restoration of the Improvements and the Premises. To assist Landlord in determining whether or not the proposed assignee is so qualified, Tenant shall furnish to Landlord at no expense to Landlord, before that assignment, detailed and complete financial statements of the proposed assignee, audited by a certified public accountant reasonably satisfactory to Landlord (if the proposed transferee causes its statements to be so audited in its normal course of business), together with detailed and complete information about the business of the proposed assignee, including its experience in operating outdoor advertising displays, the use to be made of the Premises and Improvements by the proposed assignee, projections by the proposed assignee of the sources of funds to be used to repay any indebtedness of Tenant that the proposed assignee will assume or take subject to, or agree to pay to Tenant, and other claims on and requirements for those funds, together with any other information as Landlord may reasonably require to assist Landlord in determining whether or not the proposed assignee is so qualified. Landlord shall have thirty (30) days after receipt of the information described above to notify Tenant of whether it consents or does not consent to the proposed assignment. Absent any such notification by Landlord during the thirty (30) day period, Landlord shall be conclusively deemed to have consented to the assignment. A consent by Landlord to one assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment made contrary to the terms of this section shall be null and void unless otherwise permitted by this Article.

Section 9.02 Leasehold Encumbrances and Subsequent Transfers. Notwithstanding the provisions of Section 10.01 of this lease, Tenant may without the prior written consent of

Landlord transfer and assign all Tenant's interest under this lease and Tenant's leasehold estate created under this lease to a Lender under a Leasehold Encumbrance (as defined in Section 6.01 of this lease). However, any transfer, conveyance, or assignment resulting from a foreclosure or acceptance of a deed in lieu of foreclosure by any Lender (as defined in Section 6.01 of this lease), or any transfer, conveyance, or assignment by any Lender following its acquisition of this lease and the leasehold estate of Tenant created by this lease as a result of foreclosure or acceptance of a deed in lieu of foreclosure shall require the prior consent of Landlord.

Section 9.03 Tenant's Right to Sublease. Intentionally omitted.

Section 9.04 Transfers to or by Entity. Notwithstanding Section 10.01 of this lease, Tenant may, without the prior consent of Landlord, but with at least ten (10) days prior written notice to Landlord, transfer and assign all of Tenant's interest under the lease and the leasehold estate created under this lease to another entity now or hereafter organized in which Tenant owns at least twenty-five percent (25%).

ARTICLE 10 DEFAULT AND REMEDIES

Section 10.01 Continuation of Lease in Effect. Should Tenant breach this lease and abandon the Premises before the natural expiration of the lease's term, Landlord may continue this lease in effect by not terminating Tenant's right to possession of the Premises, in which event Landlord shall be entitled to enforce all Landlord's rights and remedies under this lease, including the right to recover the Rent specified in this lease as it becomes due under this lease.

Section 10.02 Termination and Unlawful Detainer. In the event of a tenant default under this lease, Landlord may terminate this lease by written notice to Tenant and may also do the following:

(a) Bring an action to recover the following from Tenant:

(1) The worth at the time of award of the unpaid Rent that had been earned at the time of termination of the lease;

(2) The worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination of the lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided;

(3) The worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and

(4) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this lease; and (b) Bring an action, in addition to or in lieu of the action described in subsection (a) of this section, to reenter and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

Section 10.03 Breach and Default by Tenant. All covenants and agreements contained in this lease are declared to be conditions to this lease and to the term hereby leased to Tenant. Should Tenant fail to perform any covenant, condition, or agreement contained in this lease and the default is not be cured within thirty (30) after written notice of the default is served on Tenant by Landlord, then Tenant shall be in default under this lease.

Section 10.04 Waiver of Breach. The waiver by either party of any breach by the other of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by the other party of either the same or a different provision of this lease.

Section 10.05 Surrender of Premises. On expiration or earlier termination of this lease, Tenant shall surrender the Premises and all Improvements, including the Sign, on the Premises within thirty (30) days of such expiration or termination. Subject to the foregoing, Tenant shall leave the Premises to Landlord in as good, safe, and clean condition as practicable, reasonable wear and tear excepted. Subject to the foregoing, any personal property of Tenant not removed from the Premises within thirty (30) days of the expiration or termination of this lease for any cause will be deemed abandoned, and Landlord may take possession and dispose of it in any manner without liability to Landlord.

ARTICLE 11 OTHER PROVISIONS

Section 11.01 Force Majeure. Except as otherwise expressly provided in this lease, if the performance of any act required by this lease to be performed by either Landlord or Tenant is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of Rent by Tenant as required by this lease or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

Section 11.02 Notices to Landlord. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to Landlord by Tenant or any Lender described in Article 6 of this lease shall be in writing and shall be deemed duly served and given when personally delivered to Landlord, to any managing employee of Landlord, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to Landlord at 303 E. B Street, Ontario, California 91764. Landlord may change Landlord's address for the purpose of this Section by giving written notice of that change to Tenant in the manner provided in Section 11.03; Tenant shall then transmit a copy of that notice to any Lender described in Article 6 of this lease.

Section 11.03 Notices to Tenant. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to Tenant by Landlord shall be in writing and shall be deemed duly served and given when personally delivered to Tenant, any managing employee of Tenant, or, in lieu of personal

service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to Tenant at 632 S. Hope Avenue, Ontario, California 91761. Tenant may change its address for the purpose of this section by giving written notice of that change to Landlord in the manner provided in Section 11.02 of this lease.

Section 11.04 Governing Law. This lease, and all matters relating to this lease, shall be governed by the laws of the State of California in force at the time any need for interpretation of this lease or any decision or holding concerning this lease arises.

Section 11.05 Binding on Heirs and Successors. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, grantees, and assigns of the parties hereto, but nothing in this section shall be construed as a consent by Landlord to any assignment of this lease or any interest in the lease by Tenant except as provided in Article 10 of this lease.

Section 11.06 Partial Invalidity. If any provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

Section 11.07 Sole and Only Agreement. This instrument constitutes the sole and only agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, the construction of the Sign described in this lease on the Premises (except as provided in any governmental permits or approvals), and the lease terms set forth in this lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises, their leasing to Tenant by Landlord, or any other matter discussed in this lease not expressly set forth in this instrument are null and void.

Section 11.08 Memorandum of Lease for Recording. Neither Landlord nor Tenant shall record this lease without the written consent of the other. However, Landlord and Tenant shall, at the request of either at any time during the term of this lease, execute a memorandum or "short form" of this lease for purposes of, and in a form suitable for, recordation. The memorandum or "short form" of this lease shall describe the parties, set forth a description of the leased premises, specify the term of this lease, incorporate this lease by reference, and include any other provisions required by Lender(s).

Section 11.09 Attorney Fees. In the event that any party hereto shall bring or commence an action to enforce the terms and conditions of this lease or to obtain damages against the other party arising from any default under or violation of this lease, then the prevailing party shall be entitled to an award of attorneys' fees and court costs as reasonably determined by a court.

[SIGNATURES FOLLOW ON NEXT PAGE]

Executed on _____ at Ontario, California.

LANDLORD

CITY OF ONTARIO

By: _____
Chris Hughes, City Manager

Date: _____

ATTEST:

_____
Assistant City Clerk, Ontario

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

_____
City Attorney

TENANT

SAN DIEGO OUTDOOR ADVERTISING, INC.
doing business as
GENERAL OUTDOOR ADVERTISING

By: _____
William R. Wynn, III
General Manager

EXHIBIT "A"

Legal Description of Legal Parcel Which Includes the Premises

EXHIBIT "B"

Legal Description of Premises

EXHIBIT "C"

Site Plan

EXHIBIT "D"

Sign Plan

EXHIBIT "E"

Memorandum of Lease

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
City of Ontario
_____
Ontario, CA _____
Attn: City Clerk

[Space Above For Recorder's Use Only]

The undersigned Lessor declares that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383.

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "**Memorandum**") is dated as of _____, 2024 and is entered into by and between the CITY OF ONTARIO, a municipal corporation ("**Landlord**") and SAN DIEGO OUTDOOR ADVERTISING, INC., dba General Outdoor Advertising ("**Tenant**").

R E C I T A L S

A. Landlord and Tenant executed that certain Lease dated _____, 2025 (the "**Lease**") affecting the land described on Exhibit "A" (the "**Leased Premises**").

B. Landlord and Tenant now desire to record this Memorandum in order to, among other things, comply with law requiring that municipal leases be recorded, giving constructive notice of the existence of the Lease, and permitting the Tenant and its secured lender(s) approved by Landlord in writing to obtain title insurance if desired.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Lease**. Landlord has leased the Leased Premises to Tenant, and Tenant has leased the Leased Premises from Landlord, upon and subject to the terms and conditions set forth in the Lease. The Lease is hereby incorporated herein by this reference.

2. **Term; Conditions Precedent**. The term of the Lease commences on the Commencement Date (as defined in the Lease) and expires on the last day of the calendar month

in which the thirtieth (30th) anniversary of the Commencement Date occurs. However, the effectiveness of the Lease is conditioned upon Lessee getting valid permits for, the sign described in the Lease.

3. **Incorporation of Lease**. All of the terms, conditions, provisions, representations and warranties, and covenants of the Lease are incorporated in this Memorandum by reference as though set forth in their entirety herein, and the Lease and this Memorandum shall be deemed to constitute but a single instrument. The provisions of this Memorandum are solely for the purpose of giving notice to third parties of Tenant's interest, shall not be deemed to add to, modify, or limit the provisions of the Lease, and shall be of no force or effect whatsoever in construing the Lease.

IN WITNESS WHEREOF, on the date first above written, Landlord and Tenant have caused this Memorandum to be executed on their behalf.

LANDLORD

CITY OF ONTARIO

By: _____
Name: _____
City Manager

TENANT

SAN DIEGO OUTDOOR ADVERTISING, INC., dba GENERAL OUTDOOR ADVERTISING
a California corporation

By: _____

Print Name: _____
Title: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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.

)
County of)

On _____, before me, _____,
(insert name and title of the officer)
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 _____ (Seal)

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 _____, before me, _____,
_____ (insert name and title of the officer)
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_____ (Seal)

Exhibit A to Memorandum of Ground Lease

Legal Description of Leased Premises

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **PUBLIC HEARINGS**
Department: Development Administration Prepared By: Pablo De Lara Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: **A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA24-004) BETWEEN THE CITY OF ONTARIO, WARM SPRINGS INVESTMENTS LTD, LHC ONTARIO HOLDINGS, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC**

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance Approving a Development Agreement (File No. PDA24-004) between the City of Ontario, Warm Springs Investments Ltd, LHC Ontario Holdings, LLC, and Richland Ontario Developers, LLC

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support the Subarea 29 Specific Plan (Specific Plan) development, thereby mitigating the increased costs associated with such services. In addition, the City will receive development impact, compliance processing, licensing, and permitting fees.

BACKGROUND & ANALYSIS: The financial commitments associated with constructing properties within Ontario Ranch are significant. To accurately forecast these costs and ensure the projects can move forward in compliance with current policies, rules, and regulations, Warm Springs Investments Ltd., LHC Ontario Holdings, LLC, and Richland Ontario Developers, LLC (collectively referred to as the "Applicant" or "Owner") have requested that the City enter into negotiations to establish a Development Agreement (the "Agreement").

The Agreement proposes to include 55.2 acres of land within Planning Area 33 of the Subarea 29 Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Applicant a vested

right to develop Tentative Tract Map 20724 (the map), provided that the Owner complies with the terms and conditions of the Specific Plan and related EIR.

The Map (see attached Exhibit B) is located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue and proposes to subdivide 55.2 acres of land into 16 lettered lots and five (5) numbered lots, for residential uses, private drives, landscape edges, and common open space purposes.

The term of the Agreement is for 10 years, with a 5-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees (DIF) for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber); and the creation of a Community Facilities District (CFD) for the maintenance of public facilities.

In considering the Agreement at their meeting on May 27, 2025, the Planning Commission found the Agreement to be consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission adopted Resolution No. PC25-022 with a 5 to 0 vote, recommending City Council approval of the Agreement.

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA21-005, a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 2023. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of Project approval and are incorporated herein by this reference.

Exhibit A:
SUBAREA 29 SPECIFIC PLAN LAND USE MAP

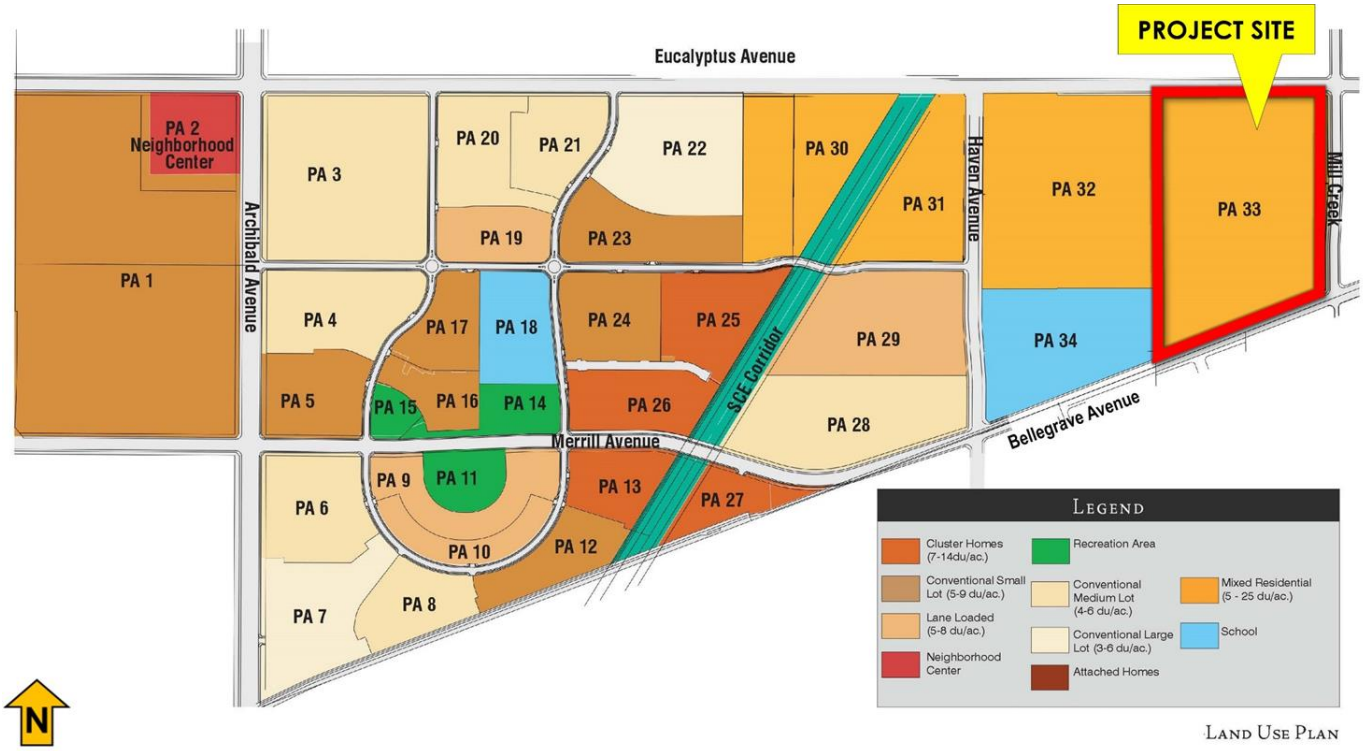
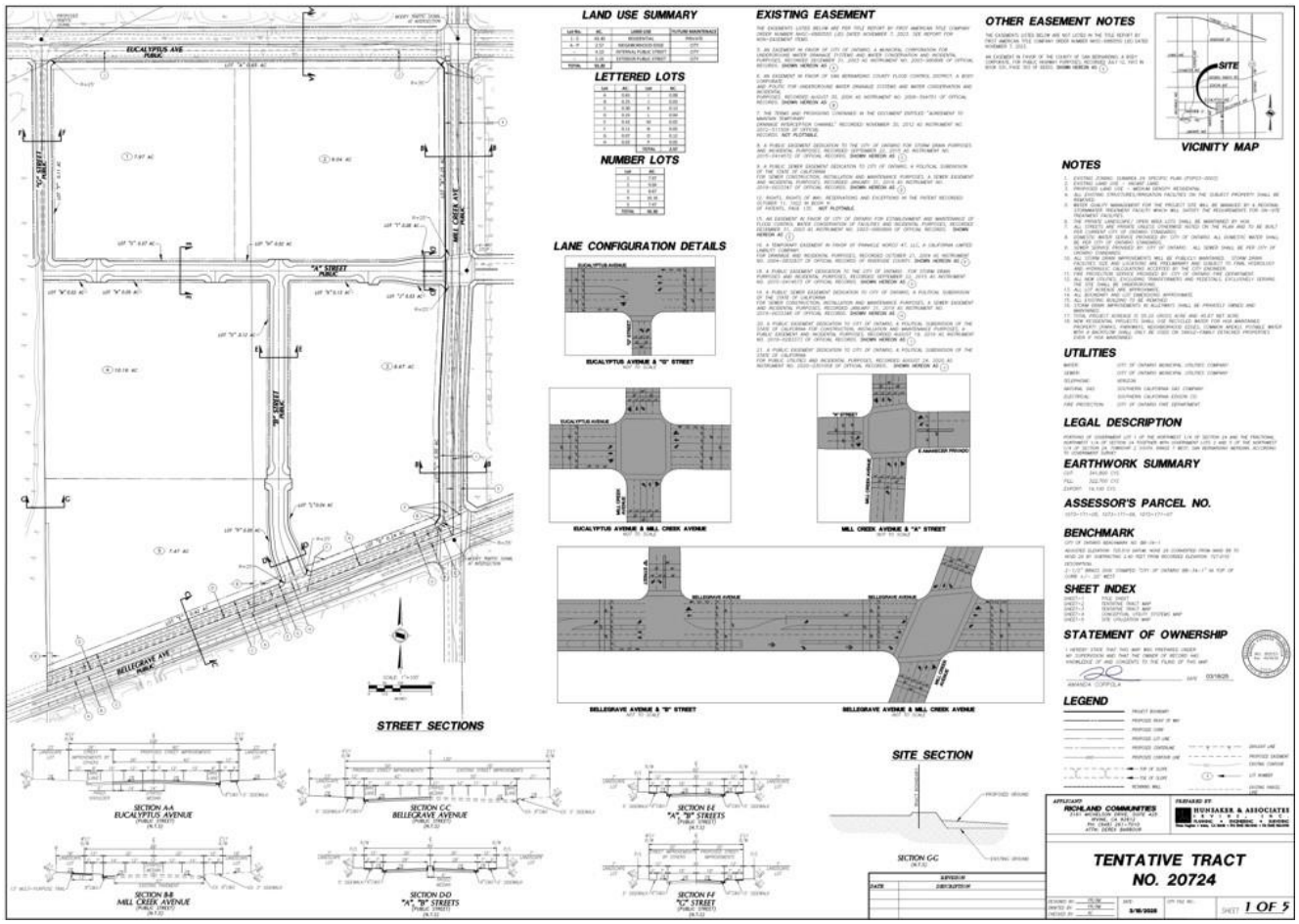


Exhibit B:
TENTATIVE TRACT MAP NO. 20724



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA24-004, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND, WARM SPRINGS INVESTMENTS LTD, LHC ONTARIO HOLDINGS, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20724 (FILE NO. PMTT24-005) LOCATED AT THE SOUTHEAST CORNER OF EUCALYPTUS AVENUE AND MILL CREEK AVENUE, WITHIN PLANNING AREA 33 OF THE SUBAREA 29 SPECIFIC PLAN (FILE NO. PSPA21-005). (APNS: 1073-171-05, 1073-171-06, 1073-171-07).

WHEREAS, Richland Ontario Developers, LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA24-004, as described in the title of this Ordinance (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 55.2 acres of land, located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue, within Planning Area 33 of the Subarea 29 Specific Plan (File No. PSPA21-005); and

WHEREAS, the Applicant submitted Tentative Tract Map No. 20724 (File No. PMTT24-005), subdividing 55.2 acres of land into 16 lettered lots and five (5) numbered lots, for residential uses, private drives, landscape edges, and common open space purposes; and

WHEREAS, the environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA21-005, a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 2023. This Application introduces no new significant environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the City Council the responsibility and authority to review and make recommendations to the City Council on the subject Application; and

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration

of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (hereinafter referred to as "ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on May 27, 2025, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Resolution No. PC25-022 recommending the City Council approve the Application; and

WHEREAS, on June 17, 2025, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the City Council of the City of Ontario, as follows:

SECTION 1: *Environmental Determination and Findings.* As the recommending authority for the Project, the City Council has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA21-005, a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 2023. This Application introduces no new significant environmental impacts; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the City Council; and

(5) The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

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

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

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

SECTION 3: *Housing Element Compliance.* Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending authority for the Project, the City Council finds that based on the facts

and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

SECTION 4: *Airport Land Use Compatibility Plan ("ALUCP") Compliance.* The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending authority for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project, is will be consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending authority for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council,

therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

SECTION 5: *Concluding Facts and Reasons.* Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

(1) The Development Agreement applies to 55.2 acres of land located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue, within Planning Area 33 of the Subarea 29 Specific Plan (File No. PSPA21-005); and

(2) The Development Agreement establishes parameters for the development of land within the Subarea 29 Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Subarea 29 Specific Plan; and

(3) The Development Agreement grants the Applicant a vested right to develop Tentative Tract Map 20724 (File No. PMTT24-005) as long as the Applicant complies with the terms and conditions of the Subarea 29 Specific Plan and EIR. Tentative Tract Map 20724 is located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue and proposes to subdivide 55.2 acres of land into 16 lettered lots and five (5) numbered lots, for residential uses, private drives, landscape edges, and common open space purposes; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties for which a Subsequent Environmental Impact Report (SCH# 2004011009) was adopted by the City Council on November 21, 2023; and

(8) This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6: *City Council Action.* Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the Development Agreement (File No. PDA24-004), attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: City Manager Administrative Authority. The City Council acknowledges that refinements and further development of the Ontario Ranch development area may demonstrate that changes are appropriate with respect to the details and performance of the parties under the Development Agreement. The City Council desires to retain a certain degree of flexibility with respect to the details of the Ontario Ranch developments, and with respect to those items covered in general terms under the Development Agreement. If and when the City Manager (or designee) and the Developer mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of the Development Agreement, and such are not materially inconsistent with the Development Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications by written amendment to this Agreement, or through one or more memoranda which are mutually approved by the City Manager on behalf of the City and by the Developer, and, after execution, shall be attached to the Development Agreement and become a part thereof. Unless otherwise required by law, no such changes, adjustments, or clarifications shall require prior notice or hearing before the City Council. The City Manager, with the approval of the City Attorney, shall have the authority but not the obligation to execute amendments, memoranda or other documents, and may take any action necessary to implement the Development Agreement.

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

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

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

declared invalid or unconstitutional.

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

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

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

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

FILE NO. PDA24-004

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Warm Springs Investments Ltd.

and

LHC Ontario Holdings, LLC

and

Richland Ontario Developers, LLC

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ONTARIO
CITY CLERK / RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA24-004

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Warm Springs Investments Ltd.

and

LHC Ontario Holdings, LLC

and

Richland Ontario Developers, LLC

_____, 2025

San Bernardino County, California

DEVELOPMENT AGREEMENT PDA24-004

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2025 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Warm Springs Investments Ltd., a Florida limited partnership ("WSI"), LHC Ontario Holdings, LLC, a Delaware limited liability company ("LHC"), and Richland Ontario Developers, LLC, a Delaware limited liability company ("ROD") (hereinafter WSI, LHC and ROD are collectively referred to as "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Subarea 29 Specific Plan (State Clearinghouse No. 2004011009 (the "SEIR"). The City Council found and determined that the SEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the SEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Subarea 29 Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch."

WHEREAS, the property developer/owners are made aware of the South Archibald Trichloroethylene (TCE) Plume Disclosure Letter (Exhibit "G"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 "Construction Agreement" means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all amendments thereto and "Construction Agreement Amendment" means that First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August 2012.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review;

(d) conditional use permits (including model home use permits), public use permits and plot plans;

(e) zoning;

(f) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the

processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superceded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on the Effective Date.

1.1.12 "General Plan" means the General Plan adopted on August 16, 2022.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Tract Map conditions for Tract No. 20724 as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 “Model Units” includes model units, private common recreation facilities and sales facilities constructed by OWNER prior to the construction of any Production units and not offered for sale and occupancy for a period of time after the issuance of permits for Production Units.

1.1.17 “Net MDD” means net maximum daily water demand.

1.1.18 “NMC Builders” means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.19 “OWNER” means the three persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.20 “Phase 2 Water EDUs” means the number of equivalent dwelling units or non-residential square footage assigned to OWERN upon payment to CITY of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit “G”.

1.1.21 “Phase 2 Water Improvements” means the future water infrastructure Improvements required for the issuance by CITY of the “Water Availability Equivalents” (WAE) for the Project.

1.1.22 “Phase 2 Water Participation Fee” means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property’s respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.23 “Production Unit(s)” means all units constructed for sale and occupancy by OWNER and excludes the specified number of Model Units constructed by OWNER for promotion of sales.

1.1.24 “Project” means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.25 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.26 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.27 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Subarea 29 Specific Plan.”

1.1.28 "Storm Water Treatment Capacity Availability” means a designated portion of the total Storm Water Treatment Capacity Availability made available through the completion of construction of a Phase of regional storm water treatment facilities by the NMC Builders LLC as described in the Construction Agreement Amendment. The amount, in acres, of Storm Water Treatment Capacity Availability required for the issuance of a grading permit shall be based upon the factors and assumptions listed in the Construction Agreement Amendment.

1.1.29 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.30 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.31 “Water Availability Equivalent (WAE)” means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the issuance of each building permit shall be based upon water demand factors and assumptions listed in the Construction Agreement and Construction Agreement Amendment as “Water Availability Equivalents by Land Use” for each land use category.

1.1.32 “Amendment to the Construction Agreement” means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY’s future construction of the “Phase 2 Water Improvements” described in a modification to Exhibit C-3 of the Construction Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” — Legal Description of the Property.

Exhibit “B” — Map showing Property and its location.

Exhibit “C” — Existing Development Approvals.

Exhibit “D” — Existing Land Use Regulations.

Exhibit “E” — Description of Required Infrastructure Improvements

Exhibit “F” — Depiction of Required Infrastructure Improvements

Exhibit “G” - Form of Certificate of Net MDD to be issued by CITY

Exhibit “H” – Form of Certificate of DIF Credit to be issued by CITY

Exhibit “I-1” – Ontario Ranch Water Supply Phasing Plan

Exhibit “I-2” - Water Demand Equivalents by Land Use

Exhibit “J” - Form of Plume Disclosure Letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) In non-mixed use and residential use only projects, the OWNER shall have obtained, as applicable, building permits for at least seventy percent (70%) of the actual number of residential units permitted under this Agreement; and

(c) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person,

partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume. OWNER may wish to provide the attached Disclosure Letter (Exhibit J) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.(b)

(b) Concurrent with such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. CITY shall review, and if the above conditions, including but not limited to, those conditions in Section 2.4.2, are satisfied, CITY may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing

thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Amendment to Reflect Consistency With Future Amendments to the Construction Agreement. To the extent any future amendment to the Construction Agreement provides for modifications to rights or obligations that differ from or alter the same or similar rights or obligations contained in this Development Agreement, OWNER reserves the right to request an amendment to the Development Agreement to reflect any or all of such modifications.

2.5.2 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan including modifications to building design or footprint (not affecting minimum setbacks), parking layout and design, and landscape area design may be approved by the Director of the Planning Department without the need to amend this Development Agreement. Other changes in the Development Plan shall be processed pursuant to the City Zoning Ordinance. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, continue to constitute the Development Approvals as referenced herein. The parties agree that any such modifications or amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, “notice” includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

If to OWNER:
Richland
Attn: Derek Barbour, Vice President
3161 Michelson Drive, Suite 425
Irvine, CA 92612

with a copy to:
Richland
Attn: Legal Department
3161 Michelson Drive, Suite 425
Irvine, CA 92612

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Requirement for Public Infrastructure Improvements. Development of the Property is contingent in part on the phasing of area-wide infrastructure improvements over which the OWNER has control. The issuance of building permits by CITY for Model Units and Production Units is, in general, contingent on OWNER's completion of needed

infrastructure improvements and the availability of improvements and services to serve the Property.

3.4.1 Attached hereto as Exhibit "F" is a description of the infrastructure improvements needed for the development of the Property ("the Infrastructure Improvement Exhibit").

3.4.2 Construction of Model Units, private common recreation facilities, and sales facilities is subject to plan submittal by OWNER and approval by CITY. Said plan shall illustrate that adequate public infrastructure is available to serve these uses and shall describe the utilities and other infrastructure necessary to provide sufficient fire protection and other public health and safety requirements.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules,

regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan;

(f) Regulations that may conflict but to which the OWNER consents.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations

preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.7.1 OWNER agrees that development of the Project shall require the construction of Storm Drain facilities from the Property as described in Exhibit F. OWNER shall be responsible for the construction of the necessary extension of master planned Storm Drain facilities.

3.7.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibit F.

3.7.3 OWNER agrees that development of the Property shall require the extension of permanent master planned water and recycled water utility infrastructure as described in Exhibit F consisting generally of the construction of the extension of permanent master planned water and recycled water utility improvements to serve the Property. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the water and recycled water Improvements as described in Exhibit F. OWNER also agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

3.7.4 OWNER agrees that NMC Builders shall be responsible for funding a portion of the design and construction of an additional extension of master planned recycled water infrastructure in Riverside and Haven Avenues to be constructed by CITY. These master planned recycled water Improvements shall also serve

the Project. OWNER shall deposit, or shall have deposited, with NMC Builders an amount equal to the OWNER's capital contribution for the design and construction of the NMC Builders portion of the recycled water improvements in Riverside and Haven Avenues known as the "Phase 2 Recycled Water Improvements" within thirty (30) days after CITY requests such funds from NMC Builders. If OWNER has not deposited such amount, with NMC Builders within thirty (30) days after CITY requests such funds from NMC Builders, then CITY shall be entitled to withhold issuance of any further permits (whether discretionary or ministerial) for the Project unless and until OWNER deposits the amount of OWNER's capital contribution with NMC Builders for the design and construction of the NMC Builders portion of the Phase 2 Recycled Water System Improvements.

3.7.5 OWNER agrees that development of the Property shall require the extension of permanent master planned sewer improvements, at OWNER's sole cost and expense, as described in the attached Exhibit F consisting generally of the construction of the extension of sewer infrastructure to serve the Property.

3.7.6 OWNER agrees that development of the Property shall require the extension of permanent master planned fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached Exhibit F consisting generally of the construction of the extension of fiber optic communications infrastructure to serve the Property.

3.7.7 OWNER agrees that development of the project shall require the design and construction of one (1) non-DIF traffic signal at Eucalyptus Avenue and "G" Street, Modification of one (1) existing DIF eligible Traffic Signal at Eucalyptus Avenue and Mill Creek Avenue, and Modification of one (1) existing DIF eligible Traffic Signal at Bellegrave Avenue and Mill Creek Avenue. OWNER shall complete construction prior to the seventy fifth (75th) percentile building permit, as described in the attached Exhibit E and depicted in Exhibit F.

3.7.8 OWNER shall pay their fair share contribution, for the design and construction of one (1) non-DIF traffic signal at the west of project along Bellegrave Avenue (50%). OWNER shall provide CITY with the estimated costs of the one (1) non-DIF traffic signal improvements and shall make such fair share contribution payment to CITY prior to the fiftieth (50th) percentile building permit.

3.8 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in

accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.8.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.8.1 and 3.8.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.8. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.8.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.8.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Tract Maps; Extension. With respect to applications by OWNER for tentative subdivision maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement.; The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for

each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit. Deferral of the payment of Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy.

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (OntarioPlan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents) OWNER shall provide improved parks, developed in accordance with the City's park standards in an amount equal to two (2) acres per 1,000 of projected population without credit, reimbursement, offset or consideration from City. Such areas shall either be dedicated to the City or transferred to a homeowners' association. If approved by the City Manager, OWNER may satisfy this requirement through the development of non-public recreation facilities such as private recreational clubhouses or pool facilities. Credit for such private recreational facilities areas shall be limited to a maximum of 50% of the foregoing park development requirement. If OWNER's Project does not provide dedicated and developed park acreage equal to two (2) acres per 1,000 projected population, OWNER shall pay a fee in-lieu equal to the per acre estimated costs of acquisition and development of parkland in the City's Development Impact Fee for the calculated park acreage deficiency. Such in-lieu fee shall be due and payable prior to the issuance of the first building permit for Production Units issued to OWNER. Any park dedication and/or improvements in excess of such two (2) acres per thousand standard, provided such park has been developed in accordance with the City's park standards and is open to the public generally, shall entitle OWNER to a credit toward its obligations under the Quimby Act (Gov. Code, § 64477) and the City's implementing ordinance and/or resolution (collectively "**Quimby Act Obligations**"), and to the extent OWNER's Quimby Act Obligations are satisfied, OWNER shall be entitled to have the City acquire such developed and publicly available parks as Non-Program Interests in accordance with Section 4.3.3 below.

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the areawide infrastructure construction within the New Model Colony will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all tentative tract map conditions. Unless otherwise specified in the Subdivision Agreement/Tract Map conditions, all other required Improvements for each Tract Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for production units for each such Tract Map. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Tract Map conditions for Tract No. 20724.

4.3.2 Construction of DIF Program Infrastructure (Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of the Construction Agreement and any amendments thereto. Use of DIF Credit issued to OWNER as a member of NMC Builders LLC to offset OWNER's DIF payment obligations shall also be subject to the provisions of the Construction Agreement and any amendments thereto.

4.3.3 Construction of DIF Program Infrastructure (Non-Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and such public improvements are not included the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit and DIF Reimbursement in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefits from OWNER's construction of DIF Program Infrastructure. Any such DIF Reimbursement shall be subject to a Fee Credit Agreement between CITY and OWNER. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.3.4 Availability and use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

4.4 Affordable Housing Requirement.

4.4.1 Affordable Housing- Number of Units. OWNER shall provide a minimum number of affordable housing units, equivalent to 10% of the OWNER's total approved residential units within the Project, that are affordable to very low, low and moderate income households. Such requirement for affordable housing shall be met through one, or a combination of one or more, of the options provided in the following Sections 4.3.2.1 through 4.3.2.1. For the purposes of this Section, any term not defined in this Agreement shall be as defined by California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.).

4.4.2 Affordability Spread. Of the total number of residential dwelling units specified in Section 4.4.1, to be constructed or rehabilitated pursuant to Sections 4.4.2.1 or 4.4.2.2 respectively, thirty percent (30%) shall be available to very low income, thirty percent (30%) shall be available to low income and forty percent

(40%) shall be available to moderate income households. "**Households**" shall be as defined by California Health and Safety Code Section 50053.

4.4.2.1 New Construction. If OWNER elects to fully or partially satisfy the affordable housing requirement by the construction of new residential units, it shall construct and restrict the affordability of residential dwelling units within its Project or, at OWNER's option and with the approval of the City, within another project elsewhere within the City. The affordable units constructed shall be intermingled with other units as part of the Project, and shall be built to the same construction, design and aesthetic standards, as well as number of rooms, as other units constructed as part of that OWNER's Project. In addition, the percentage ratio of affordable units offered for sale versus those offered for rent shall equal the percentage ratio of other units offered for sale versus for rent within OWNER's Project. Such construction shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not constructed the required percentage of units, based on the number of building permits for non-restricted units, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to City in order to ensure the faithful completion of such required percentage of construction of affordable units. If OWNER elects the option of constructing new affordable units, a detailed Affordable Housing Agreement specifying terms for the allowable monthly housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. The Affordable Housing Agreement shall hold a recorded priority position senior to any other non-statutory lien or encumbrance affecting the unit.

4.4.2.2 Rehabilitation. If OWNER elects to fully or partially satisfy the affordable housing requirement by the substantial rehabilitation of existing residential units in the City, it shall substantially rehabilitate and restrict the affordability of, the number of residential units specified in Section 4.4.1, provided that such units shall be provided elsewhere within the City. The rehabilitation work shall be substantial and of high quality and shall also address any deferred property maintenance issues on the property. "**Substantial rehabilitation**" shall mean rehabilitated multi-family rented dwelling units with three or more units and the value of the rehabilitation constitutes 25 percent of the after-rehabilitation value of the dwelling, inclusive of land value pursuant to Health and Safety Code Section 33413(b)(2)(A) (iii-iv) as such section exists as of the Effective Date of this Agreement. If OWNER chooses the option of rehabilitation of existing housing units within the City, a detailed Affordable Housing Agreement specifying the terms for the allowable month housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of

a building permit. Such rehabilitation shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not rehabilitated the required percentage of units, based on the number of building permits, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to the City in order to ensure the faithful completion of such required percentage of rehabilitation.

4.4.2.3 In-Lieu Fee. If OWNER has not fully complied with the requirements of Section 4.4.1 by providing the minimum number of affordable units through the construction of new affordable units or by the substantial rehabilitation of existing units, shall pay an "**Affordability In-Lieu Fee**". If OWNER has not provided any affordable residential units by construction or rehabilitation, the Affordability In-Lieu fee shall be equal to Three Dollars Thirty-Seven Cents ($3.37) per square foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars Ninety-Six Cents ($2.96) per square foot of residential development within OWNER's Project. If OWNER has partially complied with the requirements of Section 4.4.1 by construction or rehabilitation of less than the minimum number of units, then the Affordability In-lieu Fee shall be recalculated and reduced in consideration of the number and type of affordable units provided. The Affordability In-Lieu Fee shall be paid by OWNER to City no later than prior to the issuance of each building permit within OWNER's Project based on the square footage of the residential unit for which such building permit is sought; provided however that OWNER may, at OWNER's election, pre-pay such Affordability In-Lieu Fee by paying such Affordability In-Lieu Fee within thirty (30) days following the earliest discretionary approval by the City for OWNER's Project, including, but not limited to, any general plan amendment, specific plan adoption, development agreement, tentative map approval, variance, conditional use permit, or resolution of intention to form any public financing mechanism. The Three Dollars Thirty-Seven Cents ($3.37 Two Dollars Ninety-Six Cents ($2.96) per square foot amounts shall automatically be increased annually, commencing on July 1, 2025, and automatically each July 1 thereafter. Such adjustment shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA) (December 2017=100) over the preceding year. The pre-paid Affordability In-Lieu Fee shall be calculated based on the maximum floor area ratio (FAR) permitted within the General Plan and any applicable FAR contained within the applicable specific plan, whichever is greater, and the Maximum Development Density. For purposes of this Agreement, "**Maximum Development Density**" shall be determined by multiplying the OWNER's Project's density for residential development potential as set forth in the General Plan or the applicable Specific Plan, whichever is less, by the net acreage of land within OWNER's Project. All "Affordability In-Lieu Fees" collected by the City shall be used to promote the construction of affordable housing within the City.

4.4.2.4 Affordability Covenants. Prior to the issuance of the first building permit for any affordable unit, the City and OWNER shall enter into an Affordable Housing Agreement Affordability shall be assured for a period of forty-five (45) years for for-sale units and fifty-five (55) years for rentals. For rental units, base rents shall be established by the City and rental adjustments required by the City shall be performed on an annual basis. In addition, the Affordable Housing Agreement shall impose maximum occupancy limits of 2 occupants per bedroom plus 1 additional occupant per dwelling unit, and a requirement for the owner or tenant to properly maintain each dwelling unit.

4.4.2.5 Transfer of Affordable Project. No transfer of title to any affordable housing project shall occur without the prior written consent of the City. In the event OWNER transfers title to any affordable housing project required to be constructed pursuant to this Agreement to a non-profit entity, or other entity, that receives an exemption from ad valorem real property taxes, the City shall be required to assure payment of an annual in lieu fee to the City on July 1 of each year equal to one-tenth of one percent (0.1%) of the assessed value of such project. The City may permit OWNER to satisfy this obligation by recorded covenants against the property and enforceable against said entity by the City. Any such covenants shall be approved by the Planning Director and the City Attorney.

4.5 Schools Obligations.

4.5.1 Written Evidence of Compliance with Schools Obligations. OWNER shall, either through joint or individual agreements between OWNER and the applicable school district(s), shall satisfy its new school obligations. The new school obligations for the Mountain View School District in the Ontario Ranch area have been projected to include the acquisition or dedication of school sites for, and construction of, up to eight (8) schools. Of these eight (8) schools, six (6) are to be elementary (K-5) grade schools and two (2) are to be middle grade schools. The new school obligations for the Chaffey Joint Union High School District in the Ontario Ranch area have been projected to include the dedication of a school site for, and construction of, an additional high school. The new school obligations for the applicable school district shall be met by a combination of the following: (1) designating and dedicating school site(s) within the Property as set forth in the General Plan, and/or (2) paying school impact fees, (3) entering into a joint mitigation agreement or individual mitigation agreements, or (4) any combination of the foregoing. Written evidence of approval by the applicable school district that OWNER has met their school obligations may be required by the City as the condition to the issuance by the City of any entitlements for OWNER's Project. In the event OWNER is unable to provide such written evidence from the applicable school district(s), the City shall have the right to decline to honor any DIF Credit, Certificates of MDD Availability, Certificates of Storm Water Treatment Capacity Availability, or any combination thereof, presented by such OWNER, without liability to the City. To the extent that a joint

mitigation agreement is approved by the applicable school district(s), and OWNER is a participant in good standing in such mitigation agreement, OWNER shall be deemed to have mitigated its new school obligations under this Section 4.4.1.

4.6 Net MDD/Water Availability Equivalents.

4.6.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.6.1 Assigned Net MDD/Water Availability Equivalents. The City has agreed with NMC Builders LLC to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders LLC. NMC Builders has assigned to OWNER its allocable share of the Net MDD issued by City. The provisions of the Construction Agreement Amendment requires that the City shall not approval a final tract map or issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders LLC, except to the bearer of an Assignment of Net MDD Water Availability.

4.6.2 Requirement of NMC Builders, LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.6.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.6.3 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the recording of any final Parcel Map for the Project,

whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.6.3, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.6.4 Use of Assigned Net MDD Water Availability. OWNER shall provide evidence of sufficient Net MDD Water Availability Equivalents (or portions thereof) prior to and as a condition precedent to, the City's approval of any and all tract maps for the Property. The amount of Net MDD Water Availability Equivalents required for City's approval of a tract map shall be based upon water demand factors and assumptions listed in Exhibit C-2R of the Construction Agreement Amendment as "Water Demand Equivalents by Land Use" for each land use category.

4.6.5 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to an OWNER's Project, including those relating to design and construction of planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.7 Storm Water Capacity Availability.

4.7.1 Requirement for Storm Water Treatment Capacity Availability. OWNER shall provide evidence of sufficient Storm Water Treatment Capacity Availability as reserved in a Certificate of Storm Water Treatment Capacity Availability the same manner and subject to the same limitations as provided for the assignment of Certificates of Net MDD Availability in Section 4.7 of this Agreement.

4.7.2 Use of Storm Water Treatment Capacity Availability. The amount of Storm Water Treatment Capacity Availability required for the issuance of a grading permit to OWNER shall be based upon the Net Residential Acreage of the area to be graded regardless of the corresponding use.

4.7.3 Requirement for other Storm Water Improvements. The Certificate of Storm Water Treatment Capacity Availability is evidence only of available storm water treatment capacity and does not satisfy any other conditions applicable to a particular development project, including those relating to on-site water treatment,

water quality, connection to the storm water collection system, or other public infrastructure requirements.

4.8 Maintenance of Open Space. OWNER shall provide for the ongoing maintenance of all park, common areas and open space areas within the Project as more particularly set forth in the Specific Plan, through a homeowners' association as approved by the CITY. Covenants, conditions and restrictions establishing any homeowners' association shall be approved by the Planning Director and City Attorney.

4.9 Compliance with Public Benefits Requirements.

4.9.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.9, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Tract Map for the Property, the Property shall be included in a CFD to finance City services through annual special taxes that will initially be $1,371.52 per Single Family Detached Dwelling Unit, $1,188.58 per Multiple-Family Dwelling Unit, $996.75 per Gated Apartment Community Dwelling Unit, and $.25 per square foot for Non-Residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless modified by CITY. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD,

assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(1) Recommendation of the Planning staff;

(2) Affirmative vote of at least four (4) members of the Planning Commission; or

(3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the

OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as “default”); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not

limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the

Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is

not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

11.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.

11.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

11.22.2 OWNER acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations with respect to the payment of prevailing wages and complying therewith. OWNER shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

11.22.3 The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property

by OWNER, its successors or assigns. OWNER shall be solely responsible for determining and effectuating compliance with such laws.

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

INITIALS. BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
(Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT FILE NO. PDA24-004

"OWNER"
Warm Springs Investments, Ltd.,
a Florida limited partnership

By: Warm Springs Investments, L.P.
a Florida corporation,
its General Partner

By: _____
Name:
Its: _____
Date: _____

LHC Ontario Holdings, LLC, a Delaware limited liability company

By: _____
Name:
Its: _____
Date: _____

Richland Ontario Developers, LLC, a Delaware limited liability company

By: _____
Name:
Its: _____
Date: _____

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____

City Clerk, Ontario

APPROVED AS TO FORM:

BEST BEST KRIEGER, LLP

_____

City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

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

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

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

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF GOVERNMENT LOT 1 OF THE NORTHWEST 1/4 OF SECTION 24 AND THE FRACTIONAL NORTHWEST 1/4 OF SECTION 24 TOGETHER WITH GOVERNMENT LOTS 2 AND 5 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO GOVERNMENT SURVEY

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

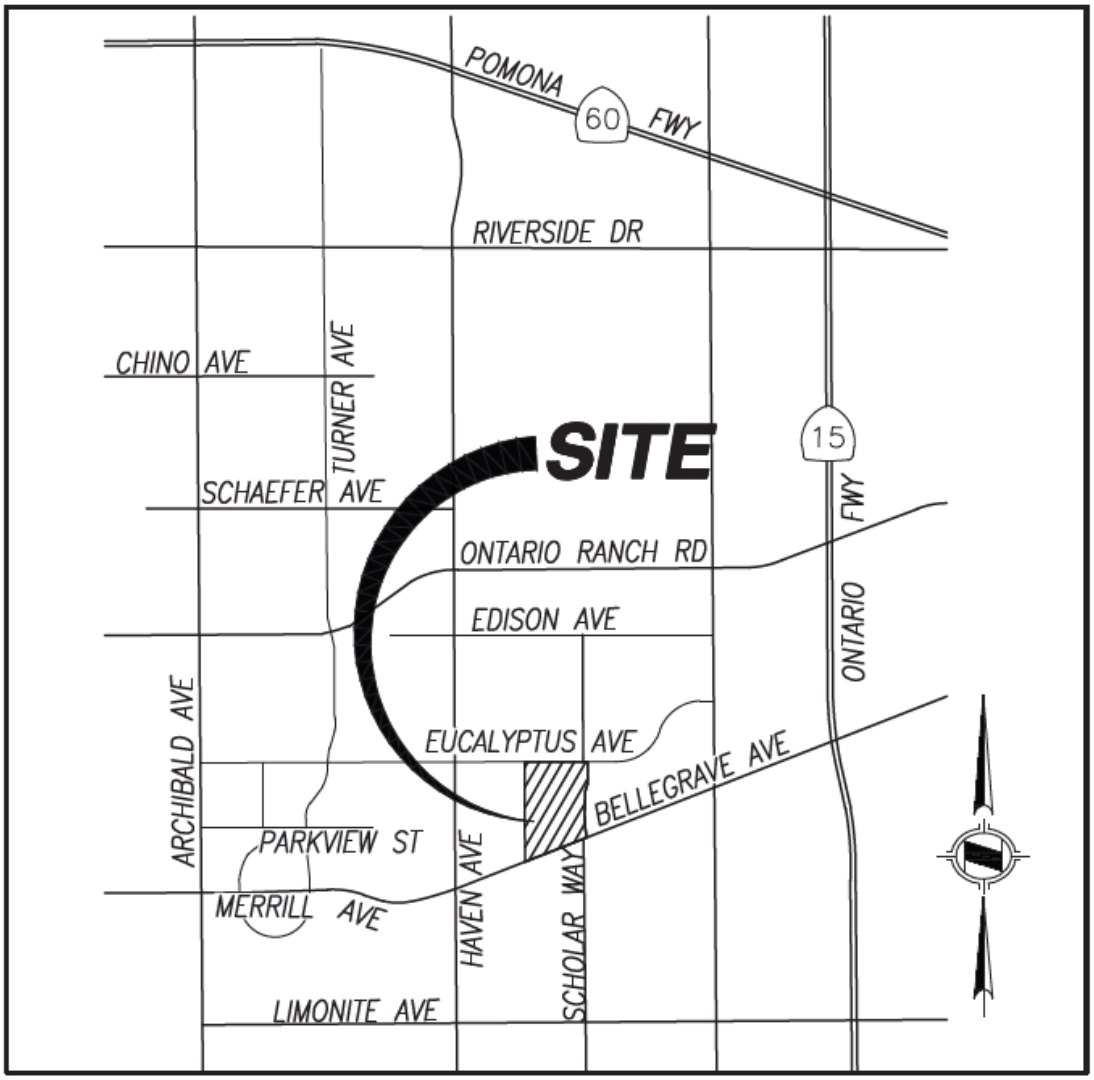


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On September 26, 2006, the Planning Commission:

a) Issued Resolution No. PC06-095 recommending City Council adopt and certify the Subarea 29 (Park place) Environmental Impact Report;
b) Issued Resolution No. PC06-096 recommending City Council approval of the General Plan Amendment (PGPA06-003); and
c) Issued Resolution No. PC06-097 recommending City Council approval of the Subarea 29 (Park Place) Specific Plan (PSP03-003).

On October 19, 2006, the City Council:

a) Issued Resolution No. 2006-089 certifying the Subarea 29 (Park place) Environmental Impact Report; and
b) Issued Resolution No. 2006-090 approving the General Plan Amendment (PGPA06-003).

On November 7, 2006, the City Council:

a) Issued Ordinance No. 2845 approving of the Subarea 29 (Park Place) Specific Plan (PSP03-003).

On March 27, 2007, the Planning Commission:

a) Issued Resolution No. PC07-036 recommending City Council approval of an amendment to the Subarea 29 Specific Plan (PSPA07-007).

On May 1, 2007, the City Council:

a) Issued Resolution No. 2007-053 approving an amendment to the Subarea 29 Specific Plan (PSPA07-007).

On August 28, 2013, the Zoning Administrator:

a) Issued Decision No. 2013-025 approving a minor amendment to the Subarea 29 Specific Plan (PSPA13-002).

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals (Continued)

On March 24, 2015, the Planning Commission:

a) Issued Resolution No. PC15-035 recommending City Council approval of an amendment to the Subarea 29 Specific Plan (PSPA14-002).

On April 21, 2015, the City Council:

a) Issued Resolution No. 2015-030 approving an amendment to the Subarea 29 Specific Plan (PSPA14-002).

On April 21, 2015, the City Council:

a) Issued Decision No. ZA17-017 approving a minor amendment to the Subarea 29 Specific Plan (PSPA17-003).

On June 15, 2021, the City Council:

a) Issued Resolution No. 2021-058 approving an amendment to the Subarea 29 Specific Plan (PSPA20-006).

On November 21, 2023, the City Council:

a) Issued Resolution No. 2023-156 approving an amendment to the Subarea 29 Specific Plan (PSPA21-005).

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. Subarea 29 (Park place) Environmental Impact Report, Resolution No. 2006-089

2. Subarea 29 (Park Place) General Plan Amendment (PGPA06-003), Resolution No. 2006-090

3. Subarea 29 (Park Place) Specific Plan (PSP03-003), Ordinance No. 2845

4. Amendment to the Subarea 29 Specific Plan (PSPA07-003), Resolution No. 2007-053

5. Amendment to the Subarea 29 Specific Plan (PSPA13-002), Decision No. 2013-025

6. Amendment to the Subarea 29 Specific Plan (PSPA14-002), Resolution No. 2015-030

7. Amendment to the Subarea 29 Specific Plan (PSPA21-005), Resolution No. 2023-156

8. City of Ontario Municipal Code
    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of Required Infrastructure Improvements

OWNER shall design, construct, and complete the following Street, Sewer, Storm Drain, Potable Water, Recycled Water, and Fiber Optic improvements, prior to OWNER's request for building permits for Production Units.

STREETS (ST)

a) ST improvements on Eucalyptus Avenue from the western tract boundary to Mill Creek Avenue.
b) ST improvements on Mill Creek Avenue from Eucalyptus Avenue to Bellegrave Avenue.
c) ST improvements on Bellegrave Avenue from the western tract boundary to Mill Creek Avenue.
d) Full signalized intersection improvements at the corner of Eucalyptus Avenue and Mill Creek Avenue.
e) Traffic signal modification at Eucalyptus Avenue and Mill Creek Avenue
f) Traffic signal modification at Bellegrave Avenue and Mill Creek Avenue

STORM DRAIN (SD)

a) SD improvements on Eucalyptus Avenue from the western tract boundary to Mill Creek Avenue.

DOMESTIC WATER (DW)

a) DW improvements on Bellegrave Avenue from Haven Avenue to Mill Creek Avenue

RECYCLED WATER (RW)

a) RW improvements on Bellegrave Avenue from "Public B Street" to Mill Creek Avenue

FIBER OPTICS (FO)

a) FO improvements on Bellegrave Avenue from the western tract boundary to Mill Creek Avenue.
b) FO improvements on Eucalyptus Avenue from the western tract boundary to Mill Creek Avenue.

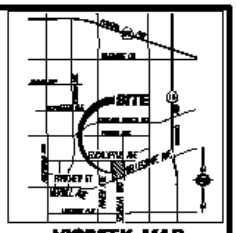
EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Depiction of Required Infrastructure Improvements

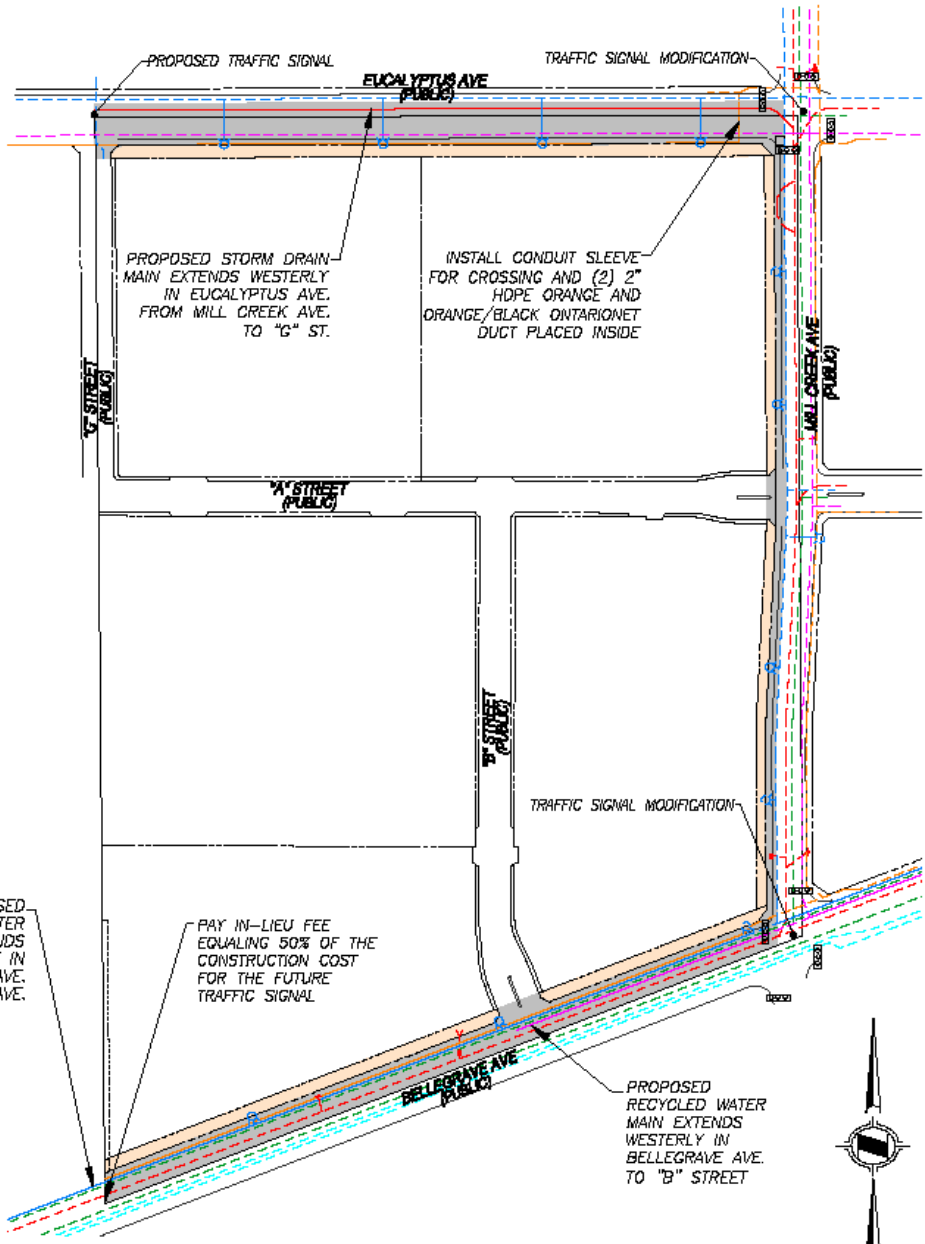
(SEE ATTACHED EXHBITS)

TENATIVE TRACT MAP 20724

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO
PA 33
STATE OF CALIFORNIA
OFFSITE INFRASTRUCTURE IMPROVEMENTS



VICINITY MAP



LEGEND

- PROPOSED DOMESTIC WATER
- EXISTING DOMESTIC WATER
- EXISTING RAW WATER
- PROPOSED RECYCLED WATER
- EXISTING RECYCLED WATER
- PROPOSED SEWER
- EXISTING SEWER
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- PROPOSED FIBER OPTICS
- EXISTING FIBER OPTICS

- PROPOSED BELLEGRAVE AVENUE, EUCALYPTUS AVENUE, & MILL CREEK AVENUE IMPROVEMENTS
- PROPOSED NEIGHBORHOOD EDGE IMPROVEMENTS PER TTM 20724 PARKWAY WITH IRRIGATION, SIDEWALK, STREET LIGHT, ETC.
- PROPOSED TRAFFIC SIGNAL

0 100 200 400
0 1/2 1 2
INCHES

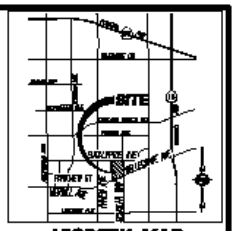
SHEET 1 OF 2

APPLICANT:
RICHLAND COMMUNITIES
3161 MICHELSON DRIVE, SUITE 425
IRVINE, CA 92612
PH: (949) 261-7010
ATTN: DEREK BARBOUR

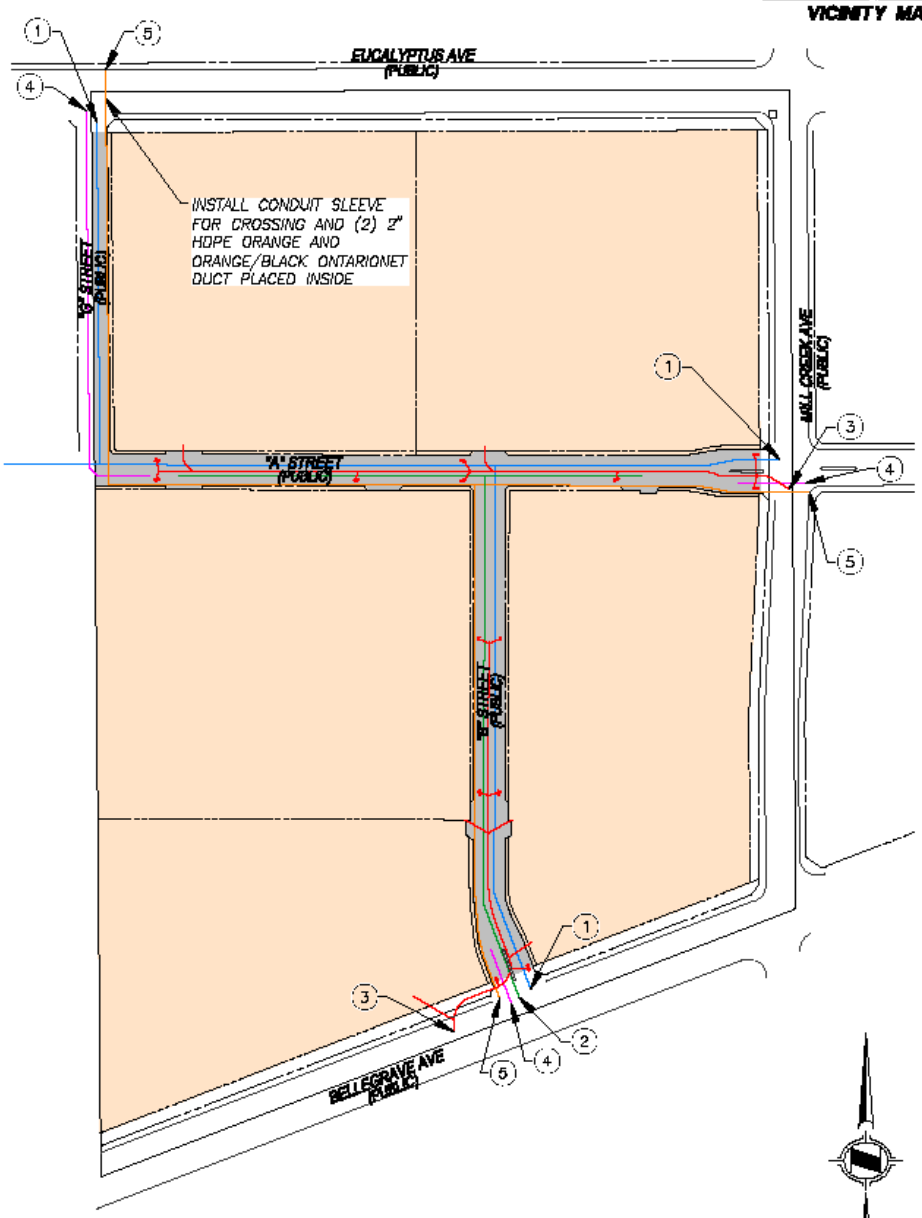
PREPARED BY:
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING • ENGINEERING • SURVEYING

TENATIVE TRACT MAP 20724

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO
PA 33
STATE OF CALIFORNIA
ONSITE INFRASTRUCTURE IMPROVEMENTS



VICINITY MAP



LEGEND

- PROPOSED DOMESTIC WATER
- PROPOSED RECYCLED WATER
- PROPOSED SEWER
- PROPOSED STORM DRAIN
- PROPOSED FIBER OPTICS
- PROPOSED STREET IMPROVEMENTS
- PROPOSED IMPROVEMENTS PER TTM 20724

CONSTRUCTION NOTES

1. CONNECT TO EXISTING DOMESTIC WATER LINE
2. CONNECT TO EXISTING SEWER LINE
3. CONNECT TO EXISTING STORM DRAIN LINE
4. CONNECT TO EXISTING RECYCLED WATER LINE
5. CONNECT TO EXISTING FIBER OPTICS LINE

0 100 200 400
0 1/2 1 2
INCHES

SHEET 2 OF 2

APPLICANT:
RICHLAND COMMUNITIES
3161 MICHELSON DRIVE, SUITE 425
IRVINE, CA 92612
PH: (949) 261-7010
ATTN: DEREK BARBOUR

PREPARED BY:
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING • ENGINEERING • SURVEYING

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

EXHIBIT "H"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 201_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated:_____

Exhibit "I-1"

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm[2]**
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

Exhibit "J"

Form of Plume Disclosure Letter

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

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

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

PLANNING COMMISSION

STAFF REPORT

May 27, 2025

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Email: PlanningDirector@OntarioCA.gov

FILE NO: PDA24-004

SUBJECT: A public hearing to consider a Development Agreement between the City of Ontario and Warm Springs Investments Ltd, LHC Ontario Holdings, LLC, and Richland Ontario Developers, LLC to establish the terms and conditions associated with Tentative Tract Map 20724 (File No. PMTT24-005) located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue, within Planning Area 33 of the Subarea 29 Specific Plan (File No. PSPA21-005). (APNs: 1073-171-05, 1073-171-06, 1073-171-07); **submitted by Richland Ontario Developers, LLC. City Council action is required.**

PROPERTY OWNER: Warm Springs Investments Ltd, LHC Ontario Holdings, LLC, and Richland Ontario Developers, LLC.

RECOMMENDED ACTION: That the Planning Commission consider and recommend City Council adopt an Ordinance approving the Development Agreement (File No. PDA24-004) between the City of Ontario and Warm Springs Investments Ltd, LHC Ontario Holdings, LLC, and Richland Ontario Developers, LLC, pursuant to the facts and reasons contained in the staff report and attached Resolution.

BACKGROUND: The Subarea 29 Specific Plan and related Environmental Impact Report (State Clearinghouse No. 2004011009) were approved by the City Council on October 17, 2006. The Specific Plan established land use designations, development standards, and design guidelines, which included the potential development of 2,470 dwelling units and up to 87,000 square feet of commercial uses for the Specific Plan Area. Over the years, subsequent Specific Plan Amendments have been adopted to increase dwelling units, include additional product types, and update development standards.

On November 21, 2023, the City Council approved an Amendment to the Subarea 29 Specific Plan (File No. PSPA21-005) and Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) involving the annexation of 113.2 gross acres of land in conjunction with changes to the land use plan, establishing new development standards for 7 new product types, and updates to the Specific Plan land use map, land use table, development standards, exhibits, and text modification. The amendment increased the number of units from 2,418 to 3,888 dwelling units.

On July 16, 2024, the Applicant submitted Tentative Tract Map No. 20724 (File No. PMTT24-005), to subdivide 55.2 acres of land into 16 lettered lots and five (5) numbered lots,

Case Planner:	Pablo De Lara – Project Manager
Planning Director Approval:	
Submittal Date:	5/6/2025

Hearing Body	*Date*	*Decision*	*Action*
DAB	N/A	N/A	N/A
PC	5/27/2025		Recommend
CC	7/1/2025		Final

located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue, within Planning Area 33 of the Subarea 29 Specific Plan.

The Ontario Ranch financial commitments required for construction of properties within a specific plan are substantial. Therefore, to adequately forecast these costs and gain assurance that the Project may proceed under the existing policies, rules, and regulations, Warm Springs Investments Ltd, LHC Ontario Holdings, LLC, and Richland Ontario Developers, LLC ("Owner"), have requested that the City enter into negotiations to create a Development Agreement ("Agreement").

In accordance with California Government Code Section 65865, which in part states that any city… may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property…" and California Government Code Section 65865.52, which in part states that "a Development Agreement shall specify the duration of the Agreement, the permitted uses of the property… and may include conditions, terms, restrictions…," the City of Ontario adopted Resolution No. 2002-100 setting forth the procedures and requirements for consideration of Development Agreements. Pursuant to these procedures and requirements, staff entered into negotiations with the Applicant to create a Development Agreement for consideration by the Planning Commission and City Council.

The proposed Agreement is based on the model Development Agreement that was developed in coordination with the City Attorney and legal counsel for NMC Builders. This model Development Agreement is consistent with the provisions of the Construction Agreement. The terms of the agreement between NMC Builders' members requires that members of the LLC enter into Development Agreements that are consistent with the provisions of the Construction Agreement and are consistent with the commitments to assure that adequate public infrastructure improvements are constructed by the Owner.

PROJECT SETTING: The Project site is located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue, within Planning Area 33 of the Subarea 29 Specific Plan and is depicted in Figure 1: Project Location.

PROJECT ANALYSIS: The Agreement proposes to include 55.2 acres of land within Planning Area 33 of the Subarea 29 Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Applicant a vested right to develop Tentative Tract Map 20724 (the "Map"), provided that the Owner complies with the terms and conditions of the Specific Plan and related EIR.

The Map (see attached Exhibit B) is located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue and proposes to subdivide 55.2 acres of land into 16 lettered lots and five (5) numbered lots, for residential uses, private drives, landscape edges, and common open space purposes.

The term of the Agreement is for 10 years, with a 5-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees ("DIF") for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber; and the creation of a Community Facilities District ("CFD") for the maintenance of public facilities.

Staff finds that the Agreement is consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, staff is recommending approval of the application to the Planning Commission. If the Planning Commission finds the Agreement is acceptable, a recommendation of approval to the City Council would be appropriate.

PUBLIC NOTIFICATION: The subject Agreement was advertised as a public hearing in at least one newspaper of general circulation in the City of Ontario (the Inland Valley Daily Bulletin newspaper). In addition, notices were mailed to all owners of real property located within a minimum of 300 feet of the exterior boundaries of the property that is the subject of the hearing, as shown on the records of the County Assessor.

CORRESPONDENCE: As of the preparation of this Resolution, Planning Department staff has not received any written or verbal communications from the owners or occupants of properties surrounding the Project site or from the public in general, regarding the subject Agreement.

AGENCY/DEPARTMENT REVIEWS: Each City agency/department has been provided the opportunity to review and comment on the subject Agreement and recommend requirements to be imposed upon the Project. At the time of the Resolution preparation, infrastructure requirements were provided and are included within the subject Agreement to the attached Resolution as "Attachment A."

AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

On April 19, 2011, the City Council of the City of Ontario approved and adopted the ONT ALUCP, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the Planning Commission, therefore, finds and

determines that the Project, is consistent with the policies and criteria set forth within the ONT ALUCP.

On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the Planning Commission, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

COMPLIANCE WITH THE ONTARIO PLAN: The proposed Project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan ("TOP"). More specifically, the goals and policies of TOP that are furthered by the proposed Project are as follows:

(1) City Council Goals.

- Invest in the Growth and Evolution of the City's Economy
- Operate in a Businesslike Manner
- Focus Resources in Ontario's Commercial and Residential Neighborhoods
- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in the New Model Colony

(2) Vision.

Distinctive Development:

- Commercial and Residential Development

➢ Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.
  - G 1-2. Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.

(4) Policy Plan (General Plan)

Land Use Element:

- Goal LU-1 Balance: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

  - LU-1.1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.

  - LU-1.6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.

- Goal LU-2 Compatibility: Compatibility between a wide range of uses and a resultant urban patterns and forms.

  - LU-2.6 Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.

Housing Element:

- Goal H-2 Housing Supply & Diversity: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

  - H-2.4 Ontario Ranch. We support a premier lifestyle community in the Ontario Ranch, distinguished by diverse housing, highest design quality, and cohesive and highly amenitized neighborhoods.

  - H-2.5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.

Community Economics Element:

- Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.

  - CE-1.6 Diversity of Housing. We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.

- Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.

  - CE-2.1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.

  - CE-2.2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional, and sustainable places that will compete well with their competition within the region.

  - CE-2.4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

  - CE-2.5 Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Community Design Element:

- Goal CD-2 Design Quality: A high level of design quality resulting in neighborhoods, public spaces, parks, and streetscapes that are attractive, safe, functional, human-scale, and distinct.

  - CD-2.7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping, and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials, and construction techniques.

  - CD-2.13 Entitlement Process. We work collaboratively with all stakeholders to ensure a high degree of certainty in the efficient review and timely processing of all development plans and permits.

- Goal CD-5 Protection of Investment: A sustained level of maintenance and improvement of properties, buildings, and infrastructure that protects the property values and encourages additional public and private investments.

  - CD-5.1 Maintenance of Buildings and Property. We require all public and privately-owned buildings and property (including trails and easements) to be properly and consistently maintained.

  - CD-5.2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (general plan) component of The Ontario Plan 2050, as the Project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA21-005, a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 2023. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of Project approval and are incorporated herein by this reference.

Exhibit A:
SUBAREA 29 SPECIFIC PLAN LAND USE MAP

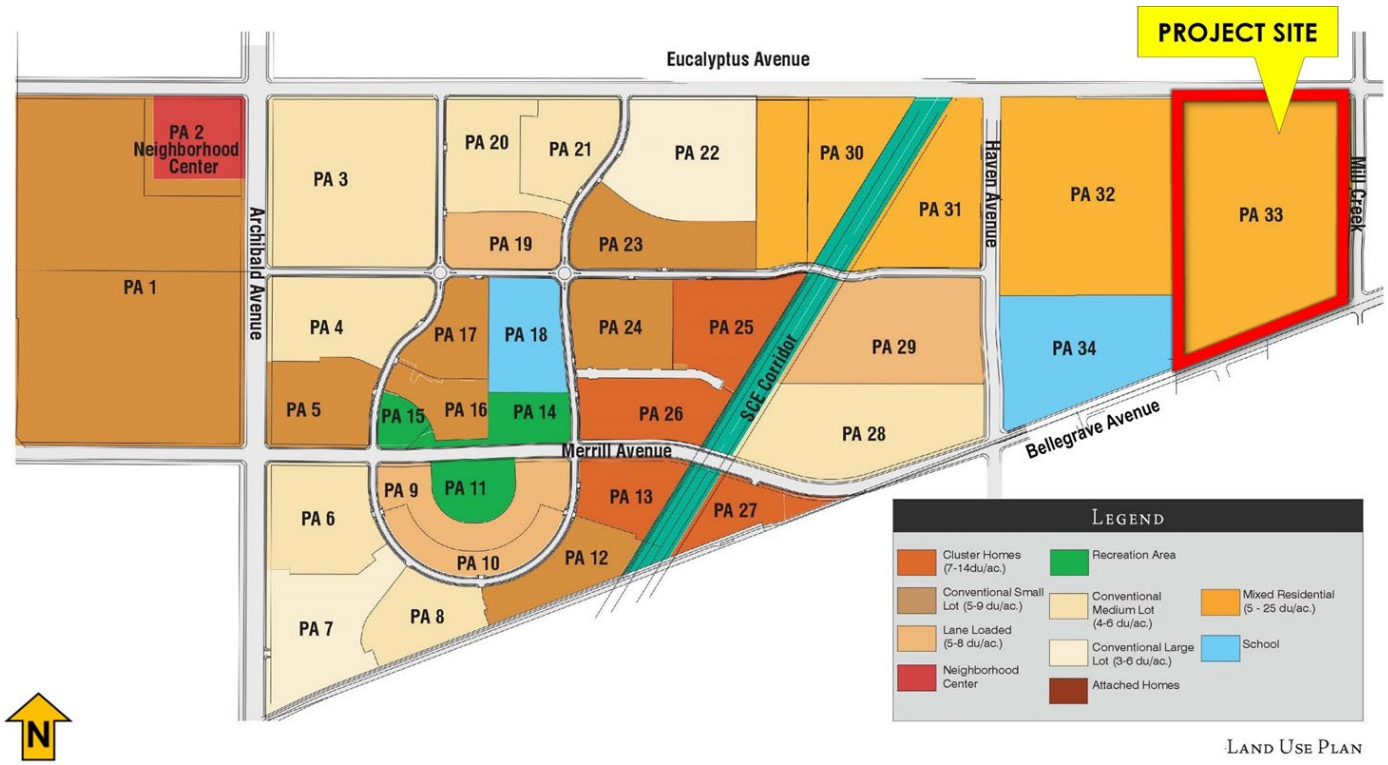
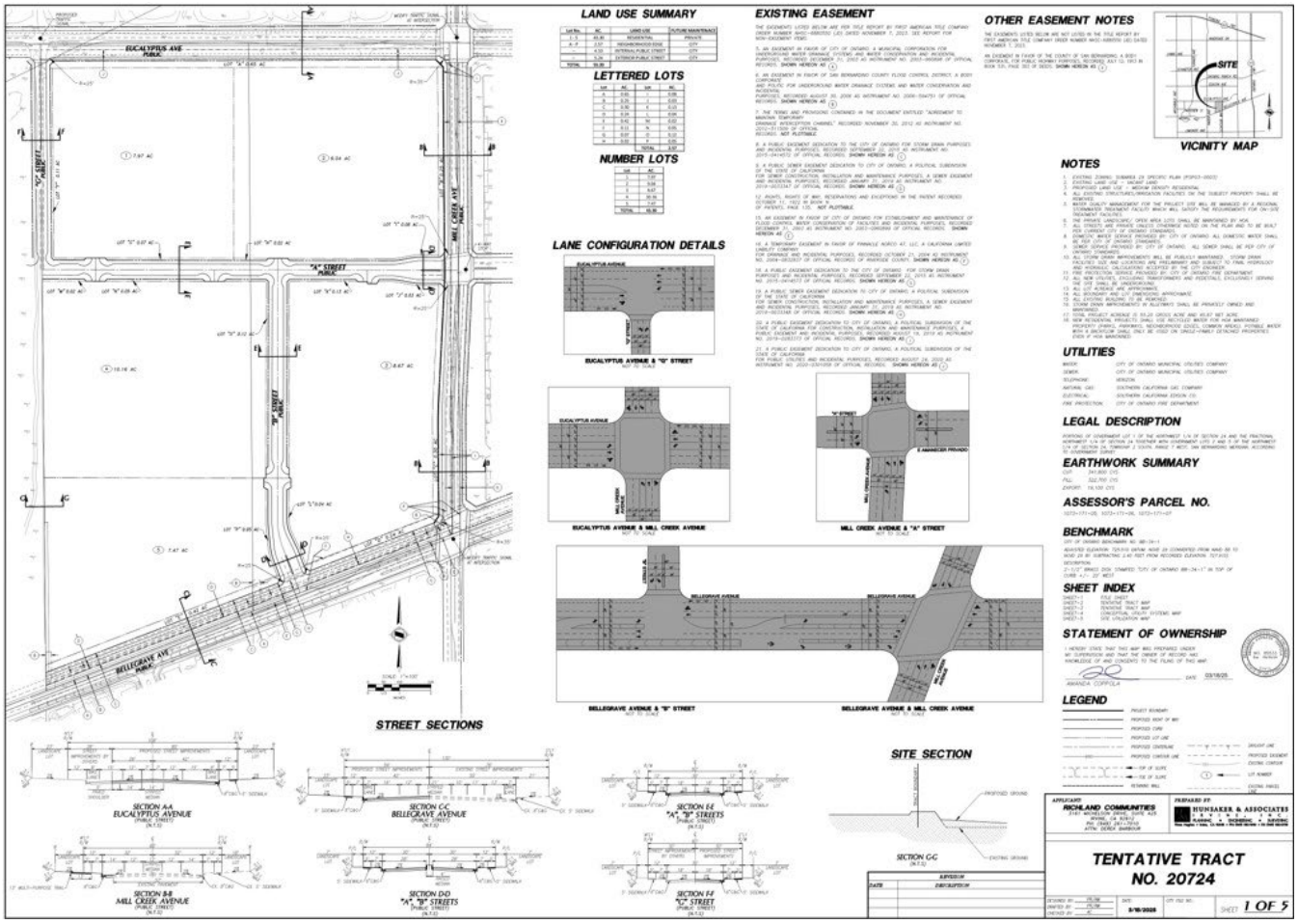


Exhibit B:
TENTATIVE TRACT MAP NO. 20724



RESOLUTION NO. PC25-022

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA24-004, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND, WARM SPRINGS INVESTMENTS LTD, LHC ONTARIO HOLDINGS, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20724 (FILE NO. PMTT24-005) LOCATED AT THE SOUTHEAST CORNER OF EUCALYPTUS AVENUE AND MILL CREEK AVENUE, WITHIN PLANNING AREA 33 OF THE SUBAREA 29 SPECIFIC PLAN (FILE NO. PSPA21-005). (APNS: 1073-171-05, 1073-171-06, 1073-171-07).

WHEREAS, Richland Ontario Developers, LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA24-004, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 55.2 acres of land, located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue, within Planning Area 33 of the Subarea 29 Specific Plan (File No. PSPA21-005); and

WHEREAS, the Applicant submitted Tentative Tract Map No. 20724 (File No. PMTT24-005), subdividing 55.2 acres of land into 16 lettered lots and five (5) numbered lots, for residential uses, private drives, landscape edges, and common open space purposes; and

WHEREAS, the environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA21-005, a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 2023. This Application introduces no new significant environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the Planning Commission the responsibility and authority to review and make recommendations to the City Council on the subject Application; and

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (hereinafter referred to as "ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on May 27, 2025, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the Planning Commission of the City of Ontario, as follows:

SECTION 1: ***Environmental Determination and Findings.*** As the recommending body for the Project, the Planning Commission has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the Planning Commission finds as follows:

(1) The environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA21-005, a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 2023. This Application introduces no new significant environmental impacts; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the Planning Commission; and

(5) The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2: ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the information presented to the Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

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

SECTION 3: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

SECTION 4: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the PLANNING COMMISSION, therefore, finds and determines that the Project, is will be consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP

is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the Planning Commission, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

SECTION 5: ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the Planning Commission during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the Planning Commission hereby concludes as follows:

(1) The Development Agreement applies to approximately 55.2 acres of land located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue, within Planning Area 33 of the Subarea 29 Specific Plan (File No. PSPA21-005); and

(2) The Development Agreement establishes parameters for the development of land within the Subarea 29 Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Subarea 29 Specific Plan; and

(3) The Development Agreement grants the Applicant a vested right to develop Tentative Tract Map 20724 (File No. PMTT24-005) as long as the Applicant complies with the terms and conditions of the Subarea 29 Specific Plan and EIR. Tentative Tract Map 20724 is located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue and proposes to subdivide 55.2 acres of land into 16 lettered lots and five (5) numbered lots, for residential uses, private drives, landscape edges, and common open space purposes; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties for which a Subsequent Environmental Impact Report (SCH# 2004011009) was adopted by the City Council on November 21, 2023; and

(8) This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6: ***Planning Commission Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA22-004) attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 8: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 9: ***Certification to Adoption.*** The Secretary shall certify to the adoption of the Resolution.

- - - - - - - - - - - - - -

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 27th of May, 2025, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission Chairperson

ATTEST:

Henry K. Noh
Planning Director and
Secretary to the Planning Commission

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

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. PC25-022, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on May 27, 2025, by the following roll call vote, to wit:

AYES: Anderson, DeDiemar, Gage, Marks, Ricci

NOES: None

ABSENT: Lampkin

ABSTAIN: None

Gwen Berendsen

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

FILE NO. PDA24-004

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Warm Springs Investments Ltd.

and

LHC Ontario Holdings, LLC

and

Richland Ontario Developers, LLC

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ONTARIO
CITY CLERK / RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA24-004

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Warm Springs Investments Ltd.

and

LHC Ontario Holdings, LLC

and

Richland Ontario Developers, LLC

_____, 2025

San Bernardino County, California

DEVELOPMENT AGREEMENT PDA24-004

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2025 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Warm Springs Investments Ltd., a Florida limited partnership ("WSI"), LHC Ontario Holdings, LLC, a Delaware limited liability company ("LHC"), and Richland Ontario Developers, LLC, a Delaware limited liability company ("ROD") (hereinafter WSI, LHC and ROD are collectively referred to as "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Subarea 29 Specific Plan (State Clearinghouse No. 2004011009 (the "SEIR"). The City Council found and determined that the SEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the SEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Subarea 29 Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement; and

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch."; and

WHEREAS, the property developer/owners are made aware of the South Archibald Trichloroethylene (TCE) Plume Disclosure Letter (Exhibit "G"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 "Construction Agreement" means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all amendments thereto and "Construction Agreement Amendment" means that First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August 2012.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review;

(d) conditional use permits (including model home use permits), public use permits and plot plans;

(e) zoning;

(f) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the

processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superceded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on the Effective Date.

1.1.12 "General Plan" means the General Plan adopted on August 16, 2022.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Tract Map conditions for Tract No. 20724 as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 “Model Units” includes model units, private common recreation facilities and sales facilities constructed by OWNER prior to the construction of any Production units and not offered for sale and occupancy for a period of time after the issuance of permits for Production Units.

1.1.17 “Net MDD” means net maximum daily water demand.

1.1.18 “NMC Builders” means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.19 “OWNER” means the three persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.20 “Phase 2 Water EDUs” means the number of equivalent dwelling units or non-residential square footage assigned to OWERN upon payment to CITY of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit “G”.

1.1.21 “Phase 2 Water Improvements” means the future water infrastructure Improvements required for the issuance by CITY of the “Water Availability Equivalents” (WAE) for the Project.

1.1.22 “Phase 2 Water Participation Fee” means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property’s respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.23 “Production Unit(s)” means all units constructed for sale and occupancy by OWNER and excludes the specified number of Model Units constructed by OWNER for promotion of sales.

1.1.24 “Project” means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.25 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.26 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.27 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Subarea 29 Specific Plan.”

1.1.28 "Storm Water Treatment Capacity Availability” means a designated portion of the total Storm Water Treatment Capacity Availability made available through the completion of construction of a Phase of regional storm water treatment facilities by the NMC Builders LLC as described in the Construction Agreement Amendment. The amount, in acres, of Storm Water Treatment Capacity Availability required for the issuance of a grading permit shall be based upon the factors and assumptions listed in the Construction Agreement Amendment.

1.1.29 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.30 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.31 “Water Availability Equivalent (WAE)” means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the issuance of each building permit shall be based upon water demand factors and assumptions listed in the Construction Agreement and Construction Agreement Amendment as “Water Availability Equivalents by Land Use” for each land use category.

1.1.32 “Amendment to the Construction Agreement” means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY’s future construction of the “Phase 2 Water Improvements” described in a modification to Exhibit C-3 of the Construction Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” — Legal Description of the Property.

Exhibit “B” — Map showing Property and its location.

Exhibit “C” — Existing Development Approvals.

Exhibit “D” — Existing Land Use Regulations.

Exhibit “E” — Description of Required Infrastructure Improvements

Exhibit “F” — Depiction of Required Infrastructure Improvements

Exhibit “G” - Form of Certificate of Net MDD to be issued by CITY

Exhibit “H” – Form of Certificate of DIF Credit to be issued by CITY

Exhibit “I-1” – Ontario Ranch Water Supply Phasing Plan

Exhibit “I-2” - Water Demand Equivalents by Land Use

Exhibit “J” - Form of Plume Disclosure Letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) In non-mixed use and residential use only projects, the OWNER shall have obtained, as applicable, building permits for at least seventy percent (70%) of the actual number of residential units permitted under this Agreement; and

(c) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person,

partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume. OWNER may wish to provide the attached Disclosure Letter (Exhibit J) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.(b)

(b) Concurrent with such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. CITY shall review, and if the above conditions, including but not limited to, those conditions in Section 2.4.2, are satisfied, CITY may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing

thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Amendment to Reflect Consistency With Future Amendments to the Construction Agreement. To the extent any future amendment to the Construction Agreement provides for modifications to rights or obligations that differ from or alter the same or similar rights or obligations contained in this Development Agreement, OWNER reserves the right to request an amendment to the Development Agreement to reflect any or all of such modifications.

2.5.2 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan including modifications to building design or footprint (not affecting minimum setbacks), parking layout and design, and landscape area design may be approved by the Director of the Planning Department without the need to amend this Development Agreement. Other changes in the Development Plan shall be processed pursuant to the City Zoning Ordinance. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, continue to constitute the Development Approvals as referenced herein. The parties agree that any such modifications or amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, “notice” includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

If to OWNER:
Richland
Attn: Derek Barbour, Vice President
3161 Michelson Drive, Suite 425
Irvine, CA 92612

with a copy to:
Richland
Attn: Legal Department
3161 Michelson Drive, Suite 425
Irvine, CA 92612

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Requirement for Public Infrastructure Improvements. Development of the Property is contingent in part on the phasing of area-wide infrastructure improvements over which the OWNER has control. The issuance of building permits by CITY for Model Units and Production Units is, in general, contingent on OWNER's completion of needed

infrastructure improvements and the availability of improvements and services to serve the Property.

3.4.1 Attached hereto as Exhibit "F" is a description of the infrastructure improvements needed for the development of the Property ("the Infrastructure Improvement Exhibit").

3.4.2 Construction of Model Units, private common recreation facilities, and sales facilities is subject to plan submittal by OWNER and approval by CITY. Said plan shall illustrate that adequate public infrastructure is available to serve these uses and shall describe the utilities and other infrastructure necessary to provide sufficient fire protection and other public health and safety requirements.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules,

regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan;

(f) Regulations that may conflict but to which the OWNER consents.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations

preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.7.1 OWNER agrees that development of the Project shall require the construction of Storm Drain facilities from the Property as described in Exhibit F. OWNER shall be responsible for the construction of the necessary extension of master planned Storm Drain facilities.

3.7.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibit F.

3.7.3 OWNER agrees that development of the Property shall require the extension of permanent master planned water and recycled water utility infrastructure as described in Exhibit F consisting generally of the construction of the extension of permanent master planned water and recycled water utility improvements to serve the Property. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the water and recycled water Improvements as described in Exhibit F. OWNER also agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

3.7.4 OWNER agrees that NMC Builders shall be responsible for funding a portion of the design and construction of an additional extension of master planned recycled water infrastructure in Riverside and Haven Avenues to be constructed by CITY. These master planned recycled water Improvements shall also serve

the Project. OWNER shall deposit, or shall have deposited, with NMC Builders an amount equal to the OWNER's capital contribution for the design and construction of the NMC Builders portion of the recycled water improvements in Riverside and Haven Avenues known as the "Phase 2 Recycled Water Improvements" within thirty (30) days after CITY requests such funds from NMC Builders. If OWNER has not deposited such amount, with NMC Builders within thirty (30) days after CITY requests such funds from NMC Builders, then CITY shall be entitled to withhold issuance of any further permits (whether discretionary or ministerial) for the Project unless and until OWNER deposits the amount of OWNER's capital contribution with NMC Builders for the design and construction of the NMC Builders portion of the Phase 2 Recycled Water System Improvements.

3.7.5 OWNER agrees that development of the Property shall require the extension of permanent master planned sewer improvements, at OWNER's sole cost and expense, as described in the attached Exhibit F consisting generally of the construction of the extension of sewer infrastructure to serve the Property.

3.7.6 OWNER agrees that development of the Property shall require the extension of permanent master planned fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached Exhibit F consisting generally of the construction of the extension of fiber optic communications infrastructure to serve the Property.

3.7.7 OWNER agrees that development of the project shall require the design and construction of one (1) non-DIF traffic signal at Eucalyptus Avenue and "G" Street, Modification of one (1) existing DIF eligible Traffic Signal at Eucalyptus Avenue and Mill Creek Avenue, and Modification of one (1) existing DIF eligible Traffic Signal at Bellegrave Avenue and Mill Creek Avenue. OWNER shall complete construction prior to the seventy fifth (75th) percentile building permit, as described in the attached Exhibit E and depicted in Exhibit F.

3.7.8 OWNER shall pay their fair share contribution, for the design and construction of one (1) non-DIF traffic signal at the west of project along Bellegrave Avenue (50%). OWNER shall provide CITY with the estimated costs of the one (1) non-DIF traffic signal improvements and shall make such fair share contribution payment to CITY prior to the fiftieth (50th) percentile building permit.

3.8 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in

accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.8.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.8.1 and 3.8.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.8. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.8.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.8.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Tract Maps; Extension. With respect to applications by OWNER for tentative subdivision maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement.; The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for

each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit. Deferral of the payment of Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy.

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (OntarioPlan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents) OWNER shall provide improved parks, developed in accordance with the City's park standards in an amount equal to two (2) acres per 1,000 of projected population without credit, reimbursement, offset or consideration from City. Such areas shall either be dedicated to the City or transferred to a homeowners' association. If approved by the City Manager, OWNER may satisfy this requirement through the development of non-public recreation facilities such as private recreational clubhouses or pool facilities. Credit for such private recreational facilities areas shall be limited to a maximum of 50% of the foregoing park development requirement. If OWNER's Project does not provide dedicated and developed park acreage equal to two (2) acres per 1,000 projected population, OWNER shall pay a fee in-lieu equal to the per acre estimated costs of acquisition and development of parkland in the City's Development Impact Fee for the calculated park acreage deficiency. Such in-lieu fee shall be due and payable prior to the issuance of the first building permit for Production Units issued to OWNER. Any park dedication and/or improvements in excess of such two (2) acres per thousand standard, provided such park has been developed in accordance with the City's park standards and is open to the public generally, shall entitle OWNER to a credit toward its obligations under the Quimby Act (Gov. Code, § 64477) and the City's implementing ordinance and/or resolution (collectively "**Quimby Act Obligations**"), and to the extent OWNER's Quimby Act Obligations are satisfied, OWNER shall be entitled to have the City acquire such developed and publicly available parks as Non-Program Interests in accordance with Section 4.3.3 below.

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the areawide infrastructure construction within the New Model Colony will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all tentative tract map conditions. Unless otherwise specified in the Subdivision Agreement/Tract Map conditions, all other required Improvements for each Tract Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for production units for each such Tract Map. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Tract Map conditions for Tract No. 20724.

4.3.2 Construction of DIF Program Infrastructure (Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of the Construction Agreement and any amendments thereto. Use of DIF Credit issued to OWNER as a member of NMC Builders LLC to offset OWNER's DIF payment obligations shall also be subject to the provisions of the Construction Agreement and any amendments thereto.

4.3.3 Construction of DIF Program Infrastructure (Non-Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and such public improvements are not included the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit and DIF Reimbursement in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefits from OWNER's construction of DIF Program Infrastructure. Any such DIF Reimbursement shall be subject to a Fee Credit Agreement between CITY and OWNER. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.3.4 Availability and use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

4.4 Affordable Housing Requirement.

4.4.1 Affordable Housing- Number of Units. OWNER shall provide a minimum number of affordable housing units, equivalent to 10% of the OWNER's total approved residential units within the Project, that are affordable to very low, low and moderate income households. Such requirement for affordable housing shall be met through one, or a combination of one or more, of the options provided in the following Sections 4.3.2.1 through 4.3.2.1. For the purposes of this Section, any term not defined in this Agreement shall be as defined by California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.).

4.4.2 Affordability Spread. Of the total number of residential dwelling units specified in Section 4.4.1, to be constructed or rehabilitated pursuant to Sections 4.4.2.1 or 4.4.2.2 respectively, thirty percent (30%) shall be available to very low income, thirty percent (30%) shall be available to low income and forty percent

(40%) shall be available to moderate income households. "**Households**" shall be as defined by California Health and Safety Code Section 50053.

4.4.2.1 New Construction. If OWNER elects to fully or partially satisfy the affordable housing requirement by the construction of new residential units, it shall construct and restrict the affordability of residential dwelling units within its Project or, at OWNER's option and with the approval of the City, within another project elsewhere within the City. The affordable units constructed shall be intermingled with other units as part of the Project, and shall be built to the same construction, design and aesthetic standards, as well as number of rooms, as other units constructed as part of that OWNER's Project. In addition, the percentage ratio of affordable units offered for sale versus those offered for rent shall equal the percentage ratio of other units offered for sale versus for rent within OWNER's Project. Such construction shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not constructed the required percentage of units, based on the number of building permits for non-restricted units, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to City in order to ensure the faithful completion of such required percentage of construction of affordable units. If OWNER elects the option of constructing new affordable units, a detailed Affordable Housing Agreement specifying terms for the allowable monthly housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. The Affordable Housing Agreement shall hold a recorded priority position senior to any other non-statutory lien or encumbrance affecting the unit.

4.4.2.2 Rehabilitation. If OWNER elects to fully or partially satisfy the affordable housing requirement by the substantial rehabilitation of existing residential units in the City, it shall substantially rehabilitate and restrict the affordability of, the number of residential units specified in Section 4.4.1, provided that such units shall be provided elsewhere within the City. The rehabilitation work shall be substantial and of high quality and shall also address any deferred property maintenance issues on the property. "**Substantial rehabilitation**" shall mean rehabilitated multi-family rented dwelling units with three or more units and the value of the rehabilitation constitutes 25 percent of the after-rehabilitation value of the dwelling, inclusive of land value pursuant to Health and Safety Code Section 33413(b)(2)(A) (iii-iv) as such section exists as of the Effective Date of this Agreement. If OWNER chooses the option of rehabilitation of existing housing units within the City, a detailed Affordable Housing Agreement specifying the terms for the allowable month housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of

a building permit. Such rehabilitation shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not rehabilitated the required percentage of units, based on the number of building permits, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to the City in order to ensure the faithful completion of such required percentage of rehabilitation.

4.4.2.3 In-Lieu Fee. If OWNER has not fully complied with the requirements of Section 4.4.1 by providing the minimum number of affordable units through the construction of new affordable units or by the substantial rehabilitation of existing units, shall pay an "**Affordability In-Lieu Fee**". If OWNER has not provided any affordable residential units by construction or rehabilitation, the Affordability In-Lieu fee shall be equal to Three Dollars Thirty-Seven Cents ($3.37) per square foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars Ninety-Six ($2.96) per square foot of residential development within OWNER's Project. If OWNER has partially complied with the requirements of Section 4.4.1 by construction or rehabilitation of less than the minimum number of units, then the Affordability In-lieu Fee shall be recalculated and reduced in consideration of the number and type of affordable units provided. The Affordability In-Lieu Fee shall be paid by OWNER to City no later than prior to the issuance of each building permit within OWNER's Project based on the square footage of the residential unit for which such building permit is sought; provided however that OWNER may, at OWNER's election, pre-pay such Affordability In-Lieu Fee by paying such Affordability In-Lieu Fee within thirty (30) days following the earliest discretionary approval by the City for OWNER's Project, including, but not limited to, any general plan amendment, specific plan adoption, development agreement, tentative map approval, variance, conditional use permit, or resolution of intention to form any public financing mechanism. The Three Dollars Thirty-Seven Cents ($3.37 Two Dollars Ninety-Six ($2.96) per square foot amounts shall automatically be increased annually, commencing on July 1, 2024, and automatically each July 1 thereafter. Such adjustment shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA) (December 2017=100) over the preceding year. The pre-paid Affordability In-Lieu Fee shall be calculated based on the maximum floor area ratio (FAR) permitted within the General Plan and any applicable FAR contained within the applicable specific plan, whichever is greater, and the Maximum Development Density. For purposes of this Agreement, "**Maximum Development Density**" shall be determined by multiplying the OWNER's Project's density for residential development potential as set forth in the General Plan or the applicable Specific Plan, whichever is less, by the net acreage of land within OWNER's Project. All "Affordability In-Lieu Fees" collected by the City shall be used to promote the construction of affordable housing within the City.

4.4.2.4 Affordability Covenants. Prior to the issuance of the first building permit for any affordable unit, the City and OWNER shall enter into an Affordable Housing Agreement Affordability shall be assured for a period of forty-five (45) years for for-sale units and fifty-five (55) years for rentals. For rental units, base rents shall be established by the City and rental adjustments required by the City shall be performed on an annual basis. In addition, the Affordable Housing Agreement shall impose maximum occupancy limits of 2 occupants per bedroom plus 1 additional occupant per dwelling unit, and a requirement for the owner or tenant to properly maintain each dwelling unit.

4.4.2.5 Transfer of Affordable Project. No transfer of title to any affordable housing project shall occur without the prior written consent of the City. In the event OWNER transfers title to any affordable housing project required to be constructed pursuant to this Agreement to a non-profit entity, or other entity, that receives an exemption from ad valorem real property taxes, the City shall be required to assure payment of an annual in lieu fee to the City on July 1 of each year equal to one-tenth of one percent (0.1%) of the assessed value of such project. The City may permit OWNER to satisfy this obligation by recorded covenants against the property and enforceable against said entity by the City. Any such covenants shall be approved by the Planning Director and the City Attorney.

4.5 Schools Obligations.

4.5.1 Written Evidence of Compliance with Schools Obligations. OWNER shall, either through joint or individual agreements between OWNER and the applicable school district(s), shall satisfy its new school obligations. The new school obligations for the Mountain View School District in the Ontario Ranch area have been projected to include the acquisition or dedication of school sites for, and construction of, up to eight (8) schools. Of these eight (8) schools, six (6) are to be elementary (K-5) grade schools and two (2) are to be middle grade schools. The new school obligations for the Chaffey Joint Union High School District in the Ontario Ranch area have been projected to include the dedication of a school site for, and construction of, an additional high school. The new school obligations for the applicable school district shall be met by a combination of the following: (1) designating and dedicating school site(s) within the Property as set forth in the General Plan, and/or (2) paying school impact fees, (3) entering into a joint mitigation agreement or individual mitigation agreements, or (4) any combination of the foregoing. Written evidence of approval by the applicable school district that OWNER has met their school obligations may be required by the City as the condition to the issuance by the City of any entitlements for OWNER's Project. In the event OWNER is unable to provide such written evidence from the applicable school district(s), the City shall have the right to decline to honor any DIF Credit, Certificates of MDD Availability, Certificates of Storm Water Treatment Capacity Availability, or any combination thereof, presented by such OWNER, without liability to the City. To the extent that a joint

mitigation agreement is approved by the applicable school district(s), and OWNER is a participant in good standing in such mitigation agreement, OWNER shall be deemed to have mitigated its new school obligations under this Section 4.4.1.

4.6 Net MDD/Water Availability Equivalents.

4.6.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.6.1 Assigned Net MDD/Water Availability Equivalents. The City has agreed with NMC Builders LLC to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders LLC. NMC Builders has assigned to OWNER its allocable share of the Net MDD issued by City. The provisions of the Construction Agreement Amendment requires that the City shall not approval a final tract map or issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders LLC, except to the bearer of an Assignment of Net MDD Water Availability.

4.6.2 Requirement of NMC Builders, LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.6.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.6.3 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the recording of any final Parcel Map for the Project,

whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.6.3, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.6.4 Use of Assigned Net MDD Water Availability. OWNER shall provide evidence of sufficient Net MDD Water Availability Equivalents (or portions thereof) prior to and as a condition precedent to, the City's approval of any and all tract maps for the Property. The amount of Net MDD Water Availability Equivalents required for City's approval of a tract map shall be based upon water demand factors and assumptions listed in Exhibit C-2R of the Construction Agreement Amendment as "Water Demand Equivalents by Land Use" for each land use category.

4.6.5 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to an OWNER's Project, including those relating to design and construction of planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.7 Storm Water Capacity Availability.

4.7.1 Requirement for Storm Water Treatment Capacity Availability. OWNER shall provide evidence of sufficient Storm Water Treatment Capacity Availability as reserved in a Certificate of Storm Water Treatment Capacity Availability the same manner and subject to the same limitations as provided for the assignment of Certificates of Net MDD Availability in Section 4.7 of this Agreement.

4.7.2 Use of Storm Water Treatment Capacity Availability. The amount of Storm Water Treatment Capacity Availability required for the issuance of a grading permit to OWNER shall be based upon the Net Residential Acreage of the area to be graded regardless of the corresponding use.

4.7.3 Requirement for other Storm Water Improvements. The Certificate of Storm Water Treatment Capacity Availability is evidence only of available storm water treatment capacity and does not satisfy any other conditions applicable to a particular development project, including those relating to on-site water treatment,

water quality, connection to the storm water collection system, or other public infrastructure requirements.

4.8 Maintenance of Open Space. OWNER shall provide for the ongoing maintenance of all park, common areas and open space areas within the Project as more particularly set forth in the Specific Plan, through a homeowners' association as approved by the CITY. Covenants, conditions and restrictions establishing any homeowners' association shall be approved by the Planning Director and City Attorney.

4.9 Compliance with Public Benefits Requirements.

4.9.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.9, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Tract Map for the Property, the Property shall be included in a CFD to finance City services through annual special taxes that will initially be $1,371.52 per Single Family Detached Dwelling Unit, $1,188.58 per Multiple-Family Dwelling Unit, $996.75 per Gated Apartment Community Dwelling Unit, and $.25 per square foot for Non-Residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless modified by CITY. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD,

assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(1) Recommendation of the Planning staff;

(2) Affirmative vote of at least four (4) members of the Planning Commission; or

(3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the

OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not

limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the

Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is

not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

11.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.

11.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

11.22.2 OWNER acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations with respect to the payment of prevailing wages and complying therewith. OWNER shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

11.22.3 The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property

by OWNER, its successors or assigns. OWNER shall be solely responsible for determining and effectuating compliance with such laws.

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

INITIALS. BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
(Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT FILE NO. PDA24-004

"OWNER"
Warm Springs Investments, Ltd.,
a Florida limited partnership

By: Warm Springs Investments, L.P.
a Florida corporation,
its General Partner

By: _____
Name:
Its: _____
Date: _____

LHC Ontario Holdings, LLC, a Delaware limited liability company

By: _____
Name:
Its: _____
Date: _____

Richland Ontario Developers, LLC, a Delaware limited liability company

By: _____
Name:
Its: _____
Date: _____

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____

City Clerk, Ontario

APPROVED AS TO FORM:

BEST BEST KRIEGER, LLP

_____

City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

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

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

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

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF GOVERNMENT LOT 1 OF THE NORTHWEST 1/4 OF SECTION 24 AND THE FRACTIONAL NORTHWEST 1/4 OF SECTION 24 TOGETHER WITH GOVERNMENT LOTS 2 AND 5 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO GOVERNMENT SURVEY

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

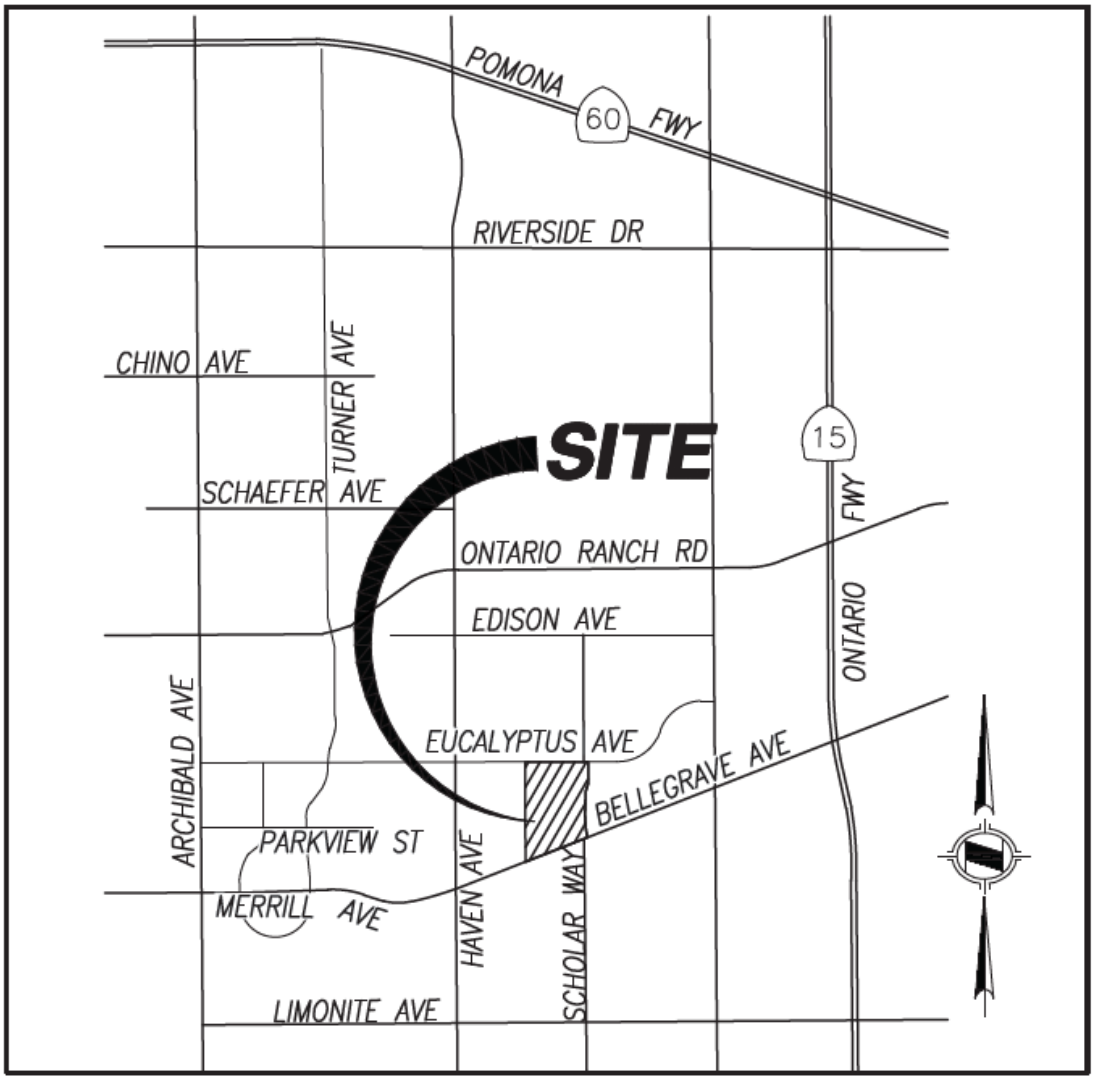


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On September 26, 2006, the Planning Commission:

a) Issued Resolution No. PC06-095 recommending City Council adopt and certify the Subarea 29 (Park place) Environmental Impact Report;
b) Issued Resolution No. PC06-096 recommending City Council approval of the General Plan Amendment (PGPA06-003); and
c) Issued Resolution No. PC06-097 recommending City Council approval of the Subarea 29 (Park Place) Specific Plan (PSP03-003).

On October 19, 2006, the City Council:

a) Issued Resolution No. 2006-089 certifying the Subarea 29 (Park place) Environmental Impact Report; and
b) Issued Resolution No. 2006-090 approving the General Plan Amendment (PGPA06-003).

On November 7, 2006, the City Council:

a) Issued Ordinance No. 2845 approving of the Subarea 29 (Park Place) Specific Plan (PSP03-003).

On March 27, 2007, the Planning Commission:

a) Issued Resolution No. PC07-036 recommending City Council approval of an amendment to the Subarea 29 Specific Plan (PSPA07-007).

On May 1, 2007, the City Council:

a) Issued Resolution No. 2007-053 approving an amendment to the Subarea 29 Specific Plan (PSPA07-007).

On August 28, 2013, the Zoning Administrator:

a) Issued Decision No. 2013-025 approving a minor amendment to the Subarea 29 Specific Plan (PSPA13-002).

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals (Continued)

On March 24, 2015, the Planning Commission:

a) Issued Resolution No. PC15-035 recommending City Council approval of an amendment to the Subarea 29 Specific Plan (PSPA14-002).

On April 21, 2015, the City Council:

a) Issued Resolution No. 2015-030 approving an amendment to the Subarea 29 Specific Plan (PSPA14-002).

On April 21, 2015, the City Council:

a) Issued Decision No. ZA17-017 approving a minor amendment to the Subarea 29 Specific Plan (PSPA17-003).

On June 15, 2021, the City Council:

a) Issued Resolution No. 2021-058 approving an amendment to the Subarea 29 Specific Plan (PSPA20-006).

On November 21, 2023, the City Council:

a) Issued Resolution No. 2023-156 approving an amendment to the Subarea 29 Specific Plan (PSPA21-005).

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. Subarea 29 (Park place) Environmental Impact Report, Resolution No. 2006-089

2. Subarea 29 (Park Place) General Plan Amendment (PGPA06-003), Resolution No. 2006-090

3. Subarea 29 (Park Place) Specific Plan (PSP03-003), Ordinance No. 2845

4. Amendment to the Subarea 29 Specific Plan (PSPA07-003), Resolution No. 2007-053

5. Amendment to the Subarea 29 Specific Plan (PSPA13-002), Decision No. 2013-025

6. Amendment to the Subarea 29 Specific Plan (PSPA14-002), Resolution No. 2015-030

7. Amendment to the Subarea 29 Specific Plan (PSPA21-005), Resolution No. 2023-156

8. City of Ontario Municipal Code
    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of Required Infrastructure Improvements

OWNER shall design, construct, and complete the following Street, Sewer, Storm Drain, Potable Water, Recycled Water, and Fiber Optic improvements, prior to OWNER's request for building permits for Production Units.

STREETS (ST)

a) ST improvements on Eucalyptus Avenue from the western tract boundary to Mill Creek Avenue.
b) ST improvements on Mill Creek Avenue from Eucalyptus Avenue to Bellegrave Avenue.
c) ST improvements on Bellegrave Avenue from the western tract boundary to Mill Creek Avenue.
d) Full signalized intersection improvements at the corner of Eucalyptus Avenue and Mill Creek Avenue.
e) Traffic signal modification at Eucalyptus Avenue and Mill Creek Avenue
f) Traffic signal modification at Bellegrave Avenue and Mill Creek Avenue

STORM DRAIN (SD)

a) SD improvements on Eucalyptus Avenue from the western tract boundary to Mill Creek Avenue.

DOMESTIC WATER (DW)

a) DW improvements on Bellegrave Avenue from Haven Avenue to Mill Creek Avenue

RECYCLED WATER (RW)

a) RW improvements on Bellegrave Avenue from "Public B Street" to Mill Creek Avenue

FIBER OPTICS (FO)

a) FO improvements on Bellegrave Avenue from the western tract boundary to Mill Creek Avenue.
b) FO improvements on Eucalyptus Avenue from the western tract boundary to Mill Creek Avenue.

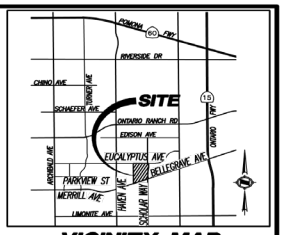
EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Depiction of Required Infrastructure Improvements

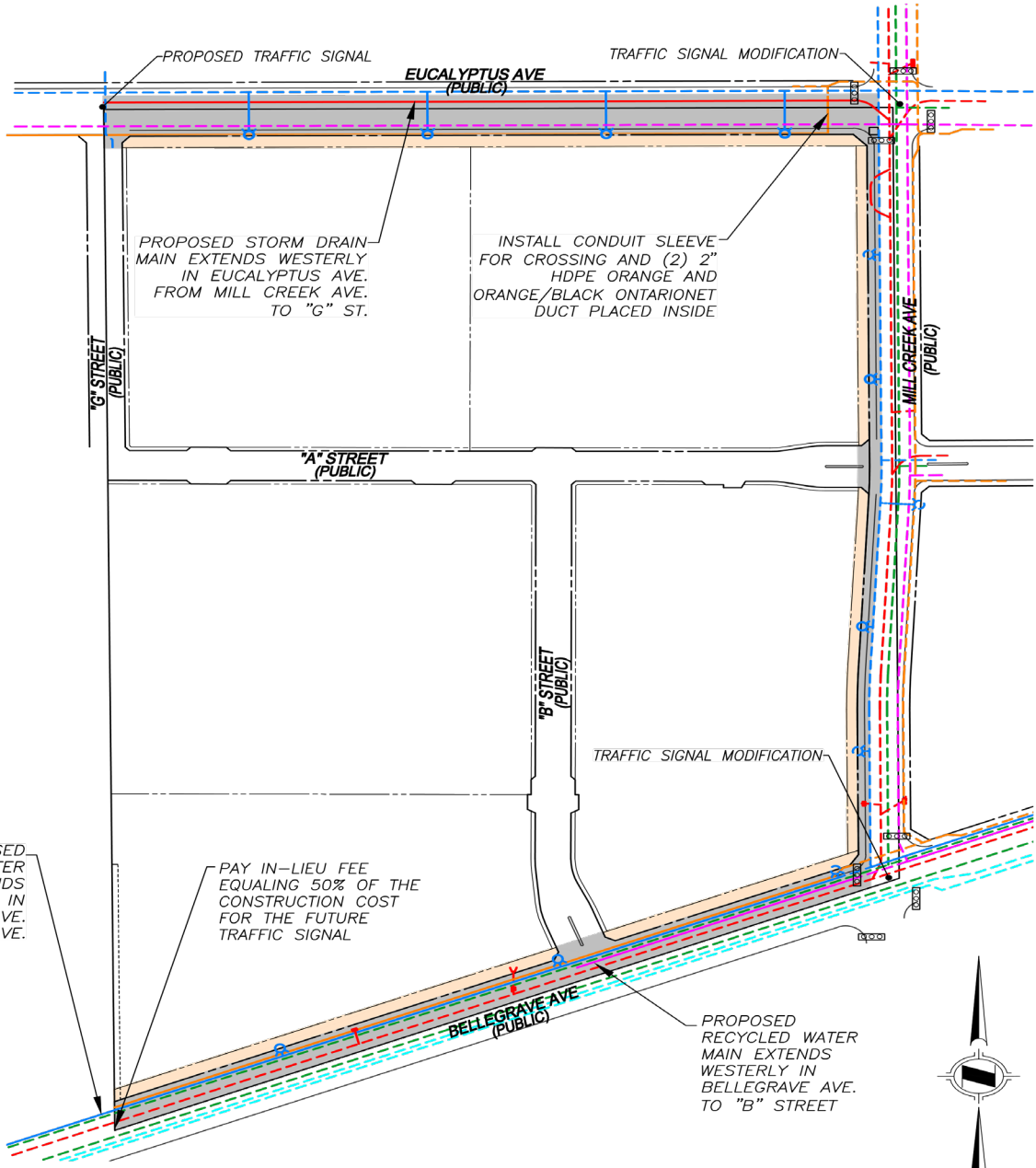
(SEE ATTACHED EXHBITS)

TENATIVE TRACT MAP 20724

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO
PA 33
STATE OF CALIFORNIA
OFFSITE INFRASTRUCTURE IMPROVEMENTS



VICINITY MAP



LEGEND

- PROPOSED DOMESTIC WATER
- EXISTING DOMESTIC WATER
- EXISTING RAW WATER
- PROPOSED RECYCLED WATER
- EXISTING RECYCLED WATER
- PROPOSED SEWER
- EXISTING SEWER
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- PROPOSED FIBER OPTICS
- EXISTING FIBER OPTICS

- PROPOSED BELLEGRAVE AVENUE, EUCALYPTUS AVENUE, & MILL CREEK AVENUE IMPROVEMENTS
- PROPOSED NEIGHBORHOOD EDGE IMPROVEMENTS PER TTM 20724 PARKWAY WITH IRRIGATION, SIDEWALK, STREET LIGHT, ETC.
- PROPOSED TRAFFIC SIGNAL

0 100 200 400
0 1/2 1 2
INCHES

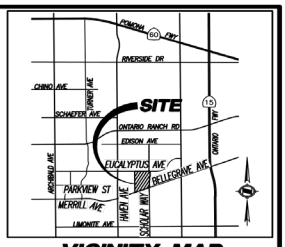
SHEET 1 OF 2

APPLICANT:
RICHLAND COMMUNITIES
3161 MICHELSON DRIVE, SUITE 425
IRVINE, CA 92612
PH: (949) 261-7010
ATTN: DEREK BARBOUR

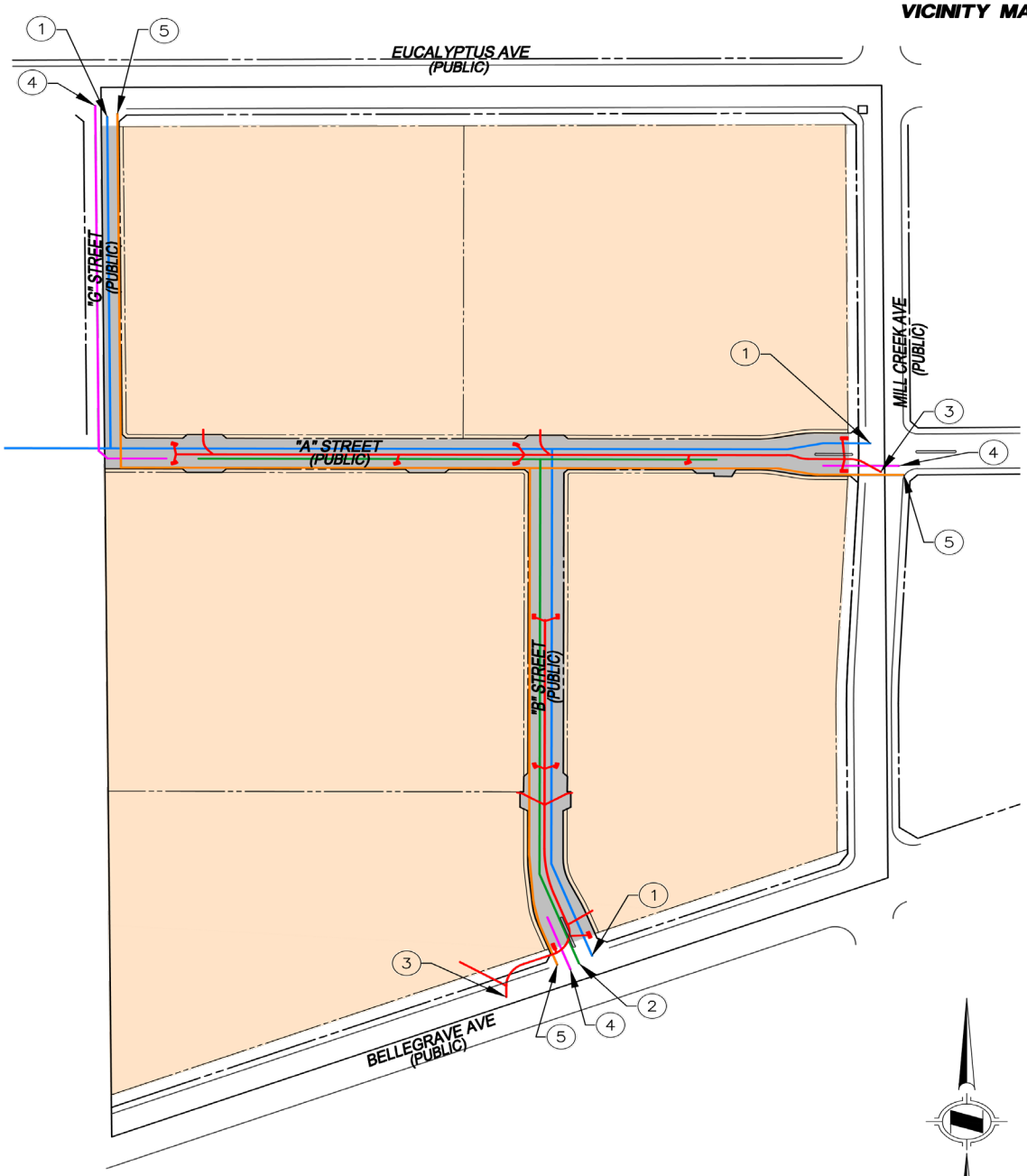
PREPARED BY:
HUNSAKER & ASSOCIATES IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
157 Technology Drive ▪ Irvine, CA 92618 ▪ (949) 583-1010

TENATIVE TRACT MAP 20724

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO
PA 33
STATE OF CALIFORNIA
ONSITE INFRASTRUCTURE IMPROVEMENTS



VICINITY MAP



LEGEND

- PROPOSED DOMESTIC WATER
- PROPOSED RECYCLED WATER
- PROPOSED SEWER
- PROPOSED STORM DRAIN
- PROPOSED FIBER OPTICS
- PROPOSED STREET IMPROVEMENTS
- PROPOSED IMPROVEMENTS PER TTM 20724

CONSTRUCTION NOTES

1. CONNECT TO EXISTING DOMESTIC WATER LINE
2. CONNECT TO EXISTING SEWER LINE
3. CONNECT TO EXISTING STORM DRAIN LINE
4. CONNECT TO EXISTING RECYCLED WATER LINE
5. CONNECT TO EXISTING FIBER OPTICS LINE

0 100 200 400
0 1/2 1 2
INCHES

SHEET 2 OF 2

APPLICANT:
RICHLAND COMMUNITIES
3161 MICHELSON DRIVE, SUITE 425
IRVINE, CA 92612
PH: (949) 261-7010
ATTN: DEREK BARBOUR

PREPARED BY:
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING
157 Technology Drive ▪ Irvine, CA 92618 ▪ (949) 583-1010

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

EXHIBIT "H"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 201_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated:_____

Exhibit "I-1"

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm**[2]
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

Exhibit "J"

Form of Plume Disclosure Letter

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

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

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

CITY OF ONTARIO *Agenda Report* **June 17, 2025**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Housing Prepared By: Katryna Gonzalez Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: KEYS TO COMMUNITY PILOT PROGRAM

RECOMMENDATION: That the City Council approve a pilot program launch and direct Staff and legal counsel to draft documents necessary for program operation.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: If approved, the required appropriations to fund this program will be presented for consideration at the Special City Council meeting on June 18th, 2025, as a supplemental item to the Fiscal Year 2025-26 Budget and the amount needed to implement this program will be funded from available fund balance in the General Fund.

BACKGROUND & ANALYSIS: In 2020, the City of Ontario applied for and was awarded grant funding from the California Department of Housing and Community Development under the Permanent Local Housing Allocation Program (PLHA). PLHA is a Senate Bill 2 (Building Homes and Jobs Act) funded program that provides an on-going source of funding through the collection of recording fees for certain types of documents with the purpose of increasing affordable housing stock in California.

In 2022, Ontario residents approved Measure Q, the City of Ontario Local Services Measure, which increased the local sales tax from 7.75% to 8.75%. The additional revenue generated from this 1% increase is used to benefit Ontario residents and businesses in various community enrichment initiatives.

Through a combination of PLHA and Measure Q funds, the City's Housing Services Department has developed the Keys to Community Program. A pilot version of this program can be available in July 2025. The Keys to Community Program will be used to support current Ontario residents, those employed in Ontario, and graduates of Ontario high schools returning to the City in taking the next step in their housing journey. This initiative offers three distinct yet complementary components:

1. First-Time Homebuyer Assistance – Financial assistance in the form of a deferred loan, with no interest and equity appreciation, to eligible, low to moderate income, first-time

homebuyer applicants, with down payment and closing cost support to secure financing for the purchase of a single-family home, townhome, or condominium within the City.

2. Homeowner Rehabilitation – Financial assistance in the form of a no interest loan to be used for essential home repairs to eligible Ontario homeowners living in owner-occupied homes.
3. Exterior Beautification – Financial assistance in the form of a grant to be used for exterior improvements and improved landscaping to owner-occupied homes.

Eligible program participants may use these components individually or in combination, based on their specific needs and may receive up to $160,000 in total assistance across all three program components. The ability to stack the different program components will incentivize current members of the community to create a long-term investment in its continued progress and growth. The program targets moderate-income households—defined as those earning up to 120% of the area median income (currently $124,700 for a family of four in San Bernardino County).

A pilot program launch is anticipated for July 2025.